



City of Milford, Connecticut

- Founded in 1639 -

Karen Fortunati
City Clerk

70 West River Street
Milford, CT 06460-3364

AGENDA
BOARD OF ALDERMEN
SEPTEMBER 12, 2022 - 7:30 PM

City Hall Auditorium
110 River Street
Milford, CT 06460

Pledge of Allegiance to the Flag.

1. Roll Call.
2. Public Comment: Statements limited to the legislative function of the Board of Aldermen. The time limit granted to each speaker shall be three (3) minutes. Residents, taxpayers or electors may address the Board.
3. Consideration of Minutes of the Regular Meeting of the Board of Aldermen held on August 1, 2022.
4. Consideration of Minutes of the Special Organizational Meeting: None
5. Chairman's Report and Recommendations: None
6. Mayor's Report: None
7. Unfinished Business: None
8. New Business:
 - a. Board of Aldermen approval is hereby requested for the appointment of (D) Claire Casey, 86 Governors Avenue, 06460 as a member of the Conservation Commission to fill the present vacancy, term to expire 12/31/23.
 - b. Board of Aldermen approval is requested for the attached Information Sharing Access Agreement (ISAA) Between the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and the City of Milford and to authorize, the Mayor, City Attorney and Flood Plain Administrator to take all steps necessary to effectuate said Agreement, including the signing of all documents.

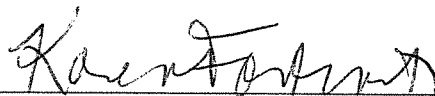
- c. Board of Aldermen approval is requested for the attached Contract between the The WorkPlace, Inc. and the City of Milford for the WIOA Youth Program and to authorize the Mayor, City Attorney, and Health Director to take all steps necessary, including signing all documents, to effectuate said agreement.
 - d. Board of Aldermen approval is requested for the attached Contract between the The WorkPlace, Inc and the City of Milford for occupational Skills Training with Adult Education Services to JFES participants and to authorize the Mayor, City Attorney, and Health Director to take all steps necessary, including signing all documents, to effectuate said agreement.
 - e. Board of Aldermen approval is requested for the attached Resolution Re: Establishment of Accounts Related to Opioid Remediation.
 - f. Board of Aldermen approval is requested for the attached Resolution Re: Opting Out of the Provisions of Public Act 21-29 Regarding Number of Parking Spaces and Accessory Apartments.
9. New Business not on the Agenda which may be introduced by a two-thirds (2/3) vote of those present and voting.
10. Budget Memo Transfers: None.
11. Refunds List
- a. Consideration of Refunds in the amount of \$43,660.07.
12. Report of Standing Committee:
- a. Ordinance Committee
 - i. An Ordinance Repealing Chapter 20. Streets, Sidewalks and Public Places, Article III. Openings and Excavations, Sections 20-59 Through 20-82 and Adopting Chapter 20, Streets, Sidewalks and Public Places, Article III, Openings and Excavations, Sections 20-59 through 20-67.
 - b. Public Safety and Welfare Committee
 - c. Public Works Committee
 - d. Claims Committee
 - e. Rules Committee
 - f. Personnel Committee
13. Report of Special Committees:
- a. Liaison Sub-Committee – Board of Education
 - b. Liaison Sub-Committee – Flood & Erosion Board
 - c. Liaison Sub-Committee – Park, Beach & Recreation Commission
 - d. Liaison Sub-Committee – Planning & Zoning Board

- e. Liaison Sub-Committee – Sewer Commission
- f. Liaison Sub-Committee – Harbor Management Commission
- g. Liaison Sub-Committee – Council on Aging
- h. Liaison Sub-Committee – Library Board
- i. Liaison Sub-Committee - Veterans Ceremony & Parade Commission
- j. Liaison Sub-Committee - Fine Arts
- k. Liaison Sub-Committee – Milford Redevelopment & Housing Partnership
- l. Golf Course Commission
- m. Liaison Sub-Committee - Inland Wetlands Agency
- n. Liaison Sub-Committee – Board of Health
- o. Human Services Commission
- p. Liaison Sub-Committee – Pension & Retirement Board
- q. Liaison Sub-Committee - Milford Government Access Television (MGAT)
- r. Liaison - Economic Development Commission
- s. Liaison Sub-Committee - Milford Arts Council
- t. Liaison Sub-Committee - Milford Progress Inc.
- u. Liaison Sub-Committee Fire Commission
- v. Liaison Sub-Committee - Police Commission
- w. Permanent School Facility Building Committee

14. Relative to Item 14 of the Agenda, “Executive Session”, I respectfully submit the following for your consideration and action.

Executive Session. A two-thirds (2/3) vote of those present and voting is required for any item to be considered in executive session. A two-thirds (2/3) vote of those present and voting is required to go into executive session.

The Chairman shall announce, in public session, those items to be covered in executive session and call for a vote to enter executive session. If a two-thirds (2/3) vote, to enter executive session, is obtained, the hall shall be cleared and executive session declared.



Karen Fortunati, City Clerk

Dated at Milford, CT this 7th day of September
2022

ANY INDIVIDUAL WITH A DISABILITY WHO NEEDS SPECIAL ASSISTANCE TO PARTICIPATE IN THE MEETING SHOULD CONTACT THE DIRECTOR OF COMMUNITY DEVELOPMENT AT 203-783-3230, FIVE DAYS PRIOR TO THE MEETING OR AS SOON AS POSSIBLE.

CITY OF MILFORD, CONNECTICUT
OFFICE OF THE MAYOR

September 8, 2022

Philip J. Vetro, Chairman
Board of Aldermen
Milford, CT 06460

Dear Mr. Vetro:

Relative to Item 8 of the Agenda, "New Business", I submit the following for your consideration and action:

- (8a) Board of Aldermen approval is hereby requested for the appointment of (D) Claire Casey, 86 Governors Avenue, 06460 as a member of the Conservation Commission to fill the present vacancy, term to expire 12/31/23.
- (8b) Board of Aldermen approval is requested for the attached Information Sharing Access Agreement (ISAA) Between the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and the City of Milford and to authorize, the Mayor, City Attorney and Flood Plain Administrator to take all steps necessary to effectuate said Agreement, including the signing of all documents.
- (8c) Board of Aldermen approval is requested for the attached Contract between the The WorkPlace, Inc. and the City of Milford for the WIOA Youth Program and to authorize the Mayor, City Attorney, and Health Director to take all steps necessary, including signing all documents, to effectuate said agreement.
- (8d) Board of Aldermen approval is requested for the attached Contract between the The WorkPlace, Inc and the City of Milford for occupational Skills Training with Adult Education Services to JFES participants and to authorize the Mayor, City Attorney, and Health Director to take all steps necessary, including signing all documents, to effectuate said agreement.
- (8e) Board of Aldermen approval is requested for the attached Resolution Re: Establishment of Accounts Related to Opioid Remediation.

- (8f) Board of Aldermen approval is requested for the attached Resolution Re: Opting Out of the Provisions of Public Act 21-29 Regarding Number of Parking Spaces and Accessory Apartments.

Sincerely,

A handwritten signature in black ink, appearing to be 'B. Blake', written over a horizontal line.

Benjamin G. Blake
Mayor

atts.

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RESUME

FULL NAME: Claire I. Casey

ADDRESS: 86 Governors Avenue, 06460

PHONE NUMBER: 203 435-3358

POLITICAL AFFILIATION: R _____ D X _____ U _____

PLACE OF EMPLOYMENT: (With Job Title) St. James School -
Retired Teacher

EDUCATION: (List All Degrees) BS Psychology MA Education

CIVIC ACTIVITIES: Committee Member Boy Scout Troop 12, Bridges
Board of Directors Member

PROFESSIONAL ORGANIZATIONS: _____

GOVERNMENT ACTIVITY: (List Elected or Appointed Positions and Dates)

Former Member Conservation Commission

Former Member of Milford Board of Education

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DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

INFORMATION SHARING ACCESS AGREEMENT (ISAA)

BETWEEN

**THE DEPARTMENT OF HOMELAND SECURITY/FEDERAL EMERGENCY MANAGEMENT
AGENCY (DHS/FEMA)**

AND

City of Milford, CT

1. **INTRODUCTION.** The U.S. Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) and City of Milford, CT (hereinafter referred to as "Recipient Entity"), hereinafter collectively referred as the "Parties," voluntarily enter into this Information Sharing Access Agreement (ISAA) (alternatively "Agreement") to govern the collection, use, access, disclosure, security, and retention of the Personally Identifiable Information (PII) dataset(s) described herein.

2. **PURPOSE AND BACKGROUND.** The purpose of this Agreement is to document the safeguarding requirements for PII dataset(s) shared by FEMA with Recipient Entity to Recertification for CRS and
to Make Substantial Damage Determinations due to flooding in the City of Milford.
 - a. Recipient Entity is a(n) A local community that participates in the NFIP. Recipient Entity requires access to PII dataset(s) concerning Repetitive Loss and Severe
Repetitive loss data and NFIP Policy claims data, as documented in Appendix A, to NFIP data will be used for CRS and
to Make Substantial Damage Determinations due to flooding.

¹E.g. "NFIP Pivot is used to account for flood insurance policies and claims under the National Flood Insurance Program."

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3. **AUTHORITIES.** *[Must be verified by program legal counsel]*

- a. Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, Pub. L. No. 93-288 (1974), (codified at 42 U.S.C. §§ 5121-5207) (Stafford Act) National Flood Insurance Act of 1968, Pub. L. No. 90-448, Title XIII (1968) (42 U.S.C. 4001 et seq.) (NFIA) _____;
- b. Privacy Act of 1974, as amended, 5 U.S.C. § 552a (Privacy Act);
- c. DHS/FEMA 008 -Disaster Recovery Assistance Files System of Records (DRA), 78 Fed. Reg. 25,282 (Apr. 30, 2013) (DRA SORN) DHS/FEMA 003 –NFIP Files System of Records, 79 FR 28747 (May 19, 2014) (NFIP Files SORN) _____;
- i. Routine use M, O, R and T _____;
- d. The E-Government Act of 2002, Public Law 107-347, §208; _____;

4. **DEFINITIONS.²**

- a. **BREACH** (synonymous with "PRIVACY INCIDENT"): The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses personally identifiable information for an other than authorized purposed.
- b. **INCIDENT** (synonymous with IT SECURITY INCIDENT): An occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.
- c. **PERSONALLY IDENTIFIABLE INFORMATION**: means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual.

5. **RECIPIENT RESPONSIBILITIES.** The Recipient Entity's responsibilities under this ISAA are as follows:

- a. Maintain appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of records and to protect against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom information is maintained;
- b. Maintain the PII dataset(s) provided by FEMA to the Recipient Entity separately or in a manner in which it is easily segregable from the entity's other information;
 - i. This does not refer to individual PII data elements which the Recipient Entity independently collects, verifies, documents, or incorporates in its records and/or systems separately from FEMA PII datasets for programs or services not addressed in this Agreement;

² See Handbook for Safeguarding Sensitive PII, Privacy Policy Directive 047-01-007, Revision 3, December 4, 2017.

- c. Submit a written request to FEMA for any information request pursuant to this ISAA;
- d. Each time PII is requested under this ISAA, indicate the specific purpose and use of the PII and the specific routine use under which the PII is being requested;
- e. Use the PII provided pursuant to this ISAA only for the purpose(s) identified in this ISAA and consistent with the applicable Routine Use(s);
- f. Restrict access to PII datasets provided by FEMA under this ISAA to authorized personnel and to entities under contract by the requestor (direct contractors) performing functions consistent with the purpose of this ISAA on behalf of Recipient Entity;
- g. Retain the original dataset for only so long as necessary for the purposes of this agreement, but in any case, no longer than 3 years.
- h. Instruct all individuals with access to PII provided pursuant to this ISAA regarding the confidential nature of the information, the safeguard requirements of this Agreement, and the applicable criminal penalties and civil remedies specified in federal and state laws against unauthorized disclosure of the PII covered by this Agreement;
- i. In a timely manner, take appropriate action with regard to any request made by FEMA for access, additions, changes, deletions, or corrections of PII and in a timely manner, notify FEMA of any data errors that it discovers;
- j. The Recipient Entity shall ensure no Matching Program, as that term is defined in 5 U.S.C. § 552a(a)(8), will occur using the PII datasets shared under this agreement unless a separate Computer Matching Agreement is in place.
- k. If at any time during the term of this ISAA any part of the PII dataset provided under this Agreement, ceases to be required by Recipient Entity for purpose(s) identified in this ISAA, or upon termination of the ISAA, whichever occurs first, within fourteen (14) days thereafter, promptly notify FEMA and securely return the PII to FEMA, or, at FEMA's written request destroy, un-install and/or remove all copies of such PII in the Recipient Entity's possession or control, and certify in writing to FEMA that such tasks have been completed.

6. FEMA RESPONSIBILITIES. FEMA's responsibilities under this ISAA are as follows:

- a. Share with Recipient Entity only the PII dataset(s) documented in Appendix A to this ISAA;
- b. Transmit or allow access to the information documented in Appendix A to the Recipient Entity in password protected format via encrypted email or via a FEMA-OCIO approved secure information technology (IT) portal, interface, or transfer tool;
- c. Ensure that FEMA information provided to Recipient Entity is accurate, complete, and up-to-date as reasonably necessary;
- d. Keep a record of the date, nature, and purpose of each disclosure of PII to Recipient Entity under this ISAA, to include the written request for information.
- e. FEMA shall not take any adverse action or limit any of its Federal benefits as a result of this sharing of information.

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7. THIRD PARTY ACCESS

- a. **Ownership of PII Dataset(s).** Notwithstanding any other provision of this Agreement, the PII dataset(s) obtained by Recipient Entity from FEMA shall remain under the control of FEMA, and Recipient Entity will not further disclose PII dataset(s) provided by FEMA to outside third parties without express consent from FEMA or the individuals to whom the PII pertains.
 - i. This does not refer to individual PII data elements which the Recipient Entity independently collects, verifies, documents, or incorporates in its records and/or systems for programs or services not addressed in this Agreement.
- b. **Open Access/Freedom of Information Requests.** The Recipient Entity shall withhold PII provided by FEMA under this agreement from any open records or Freedom of Information Act (FOIA) response to the extent allowed by law. The Recipient Entity shall provide notice of any request for and/or disclosure of PII provided by FEMA under this agreement in response to open records or FOIA requests.
- c. At this time, Recipient Entity has not indicated an intent to share FEMA PII with third-party contractors. If Recipient Entity utilizes a contractor in connection with its performance of its obligations under the ISAA and Recipient Entity intends to provide such contractor with access to FEMA PII, Recipient Entity shall not share data until notice of the identity of such contractor and the extent of the role that such contractor will play in connection with the purpose of this ISAA has been provided to and approved by FEMA.
- d. All contractors granted access by FEMA to any FEMA PII must agree in writing with Recipient Entity to: (a) abide by the terms and conditions in this ISAA, including without limitation, provisions relating to compliance with the protection of FEMA PII and Notice of Privacy Incident; (b) restrict use of FEMA survivor/registrant PII only to the performance of services to Recipient Entity in connection with Recipient Entity's performance of its obligations under this ISAA, and (c) certify in writing, upon completion of the performance of services by a contractor, that the contractor has immediately un-installed, removed, and/or destroyed all copies of FEMA survivor/registrant PII within 30 days of the contractor's performance of services to Recipient Entity.

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8. PRIVACY INCIDENT PROCEDURES

- a. **Notice of Privacy Incident.** If the Recipient Entity, or its contractors, suspect, discover or are notified of a suspected or confirmed Privacy Incident relating to FEMA PII, the Recipient Entity shall immediately, but in no event later than twenty-four (24) hours from suspicion, discovery or notification of the suspected or confirmed Privacy Incident, notify the FEMA Privacy Officer at (202) 212-5100 or FEMA-Privacy@fema.dhs.gov.
- b. **Privacy Incident Handling.** In the event of a Privacy Incident emanating from this ISAA, FEMA will investigate the Privacy Incident pursuant to DHS standard procedures and will consult Recipient Entity to diagnose, mitigate and manage the Incident. The Recipient Entity will be responsible for carrying out all necessary measures to remedy the effects of the Privacy Incident.
- c. *[Select this clause if Entity is a private or non-governmental entity (e.g. voluntary organization, insurance company, private company, etc.)]*
Indemnification. The Recipient Entity shall bear all costs, losses and damages resulting from Recipient Entity's or its contractor's or agent's Breach or Privacy Incident as defined in this ISAA. Recipient Entity agrees to release, defend, indemnify, and hold harmless FEMA for claims, losses, penalties and damages and reasonable attorneys' fees and costs arising out of Recipient Entity's or its contractor's, employee's, or agent's, negligence, unauthorized use, or unauthorized disclosure of FEMA PII. Recipient Entity shall inform all of its principals, officers, employees, agents and contractors assigned to handling PII under the ISAA of the obligations contained in the ISAA.
- d. **Penalties.** If the Recipient Entity or one of its employee/agents willfully discloses any PII to a third party not authorized to receive it, FEMA will revoke the Recipient Entity's access to FEMA PII.

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9. GENERAL TERMS.

- a. **Entire Agreement.** This ISAA constitutes the entire Agreement between the Parties with regard to information sharing. However, if this ISAA is used to supplement a contract between the Parties, to the extent there is any conflict between a term of this ISAA and a term in other acquisition documentation, the term of the underlying acquisition, including the Homeland Security Acquisition Regulations (HSAR) Safeguarding of Sensitive Information (MAR 2015) and Information Technology Security and Privacy Training (MAR 2015) clauses will supersede.
- b. **Effective Date, Duration, and Termination.** This ISAA will become effective upon the signature of both Parties and will remain in effect for 3 years or the lifetime of the acquisition period, whichever is shorter. However, FEMA will only provide the information identified in Appendix A for the disaster period of assistance or, if applicable, for the period of time specified in the Routine Use, whichever is longer. Either party may terminate this Agreement upon written notice to the other party.
- c. **Modification.** This ISAA may be modified upon the mutual written consent of the Parties.
- d. **Counterparts.** This ISAA, when executed in any number of counterparts and by different Parties on separate counterparts, each of which counterparts when so executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same Agreement.
- e. **Severability.** Nothing in this ISAA is intended to conflict with current law, regulation or FEMA directives. If a term of this ISAA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this ISAA shall remain in full force and effect.
- f. **No Private Right.** This ISAA is an internal Agreement between FEMA and the Recipient Entity. It does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the Parties, the United States, or other officers, employees, agents, or associated personnel thereof. Nothing in this ISAA is intended to restrict the authority of either party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction. Accordingly, the terms of this Agreement do not constitute or imply the grant, by the United States of America, of any other consent, accord, satisfaction, advice, or waiver of its rights, power or authority.
- g. **Funding.** This ISAA is not an obligation or commitment of funds, nor a basis for transfer of funds. Each party shall bear its own costs in relation to this ISAA. Expenditures by each party will be subject to its budgetary processes and to availability of funds pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.
- h. **Issue Resolution.** FEMA and Recipient Entity understand that during the course of this ISAA, they may have to resolve issues such as: scope, interpretation of provisions, unanticipated technical matters, and other proposed modifications. Both Parties agree to appoint their respective points of contact to work in good faith towards resolution of such issues. [See Appendix B for points of contacts.]
- i. **Auditing/Reporting:** The Parties will coordinate to prepare a report/audit summarizing Recipient Entity and its contractor's (if applicable) compliance with the privacy, redress, and security requirements set forth in this Agreement, to include accounting for all disclosures of FEMA PII. FEMA shall be provided copies of Recipient Entity self-audits. As part of this responsibility, the Recipient Entity further agrees to conduct its own annual audits of compliance with the terms of this Agreement, and to provide the results of these audits to Robert Desaulniers, RFIL, FEMA Region 1.

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APPROVED BY:

DEPARTMENT OF HOMELAND SECURITY / FEDERAL EMERGENCY MANAGEMENT AGENCY

FEMA Signatory

Date

Name

Title

Program Name

FEMA

THE RECIPIENT ENTITY:

Recipient Signatory

Date

Joseph D. Griffith
Name

Flood Plain Administrator
Title

City of Milford, CT
Full Entity Name

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Appendix A – HS/FEMA-003 National Flood Insurance Program Files May 19, 2014 79 FR 28747

_____, Routine use
M, O, R, T

The following lists the
specific data elements in the FEMA PII dataset(s) that will be shared by FEMA with the _____
City of Milford

The _____ City of Milford will only receive the PII data that is necessary to meet the routine use:

- Policyholder Name (Routine Uses I and N only)*
- Property Address
- Date of Loss
- Building Characteristics
- Coverages (building, contents)
- Premium and fees*
- Claims amount paid (building, contents, ICC)
- Non-PII data elements as necessary, requested, and available

*Additional justification and a valid "need to know" is needed to receive policyholder names, premiums, and fees.

NFIP System of Records Notices (SORNs) Routine Uses:

Routine Use M allows FEMA to disclose PII to state, local, and tribal government agencies to further NFIP outreach and education activities within their jurisdiction.

Routine Use O allows FEMA to disclose PII to the Army Corps of Engineers and federal, state, local, and tribal government agencies to review NFIP policy and claims information for properties within its jurisdiction in order to assist in hazard mitigation and floodplain management activities, and in monitoring compliance with the floodplain management measures adopted by the community.

Routine Use R allows FEMA to disclose PII to federal, state, local, and tribal government agencies to conduct research, analysis, and feasibility studies of policies and claims within its jurisdiction.

Routine Use T allows FEMA to disclose PII to community officials and representatives to provide repetitive loss records of properties within that community.

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Appendix B – Administrative points of contacts for this agreement (Limit of five)

a. The FEMA point of contact is as follows:

Name: Robert Desaulniers

Title: Senior Insurance Specialist

Phone: +1 (617) 832-4760

Email Address: Robert.Desaulniers@fema.dhs.gov

b. The Recipient Entity point of contact is as follows:

Name: Joseph Griffith

Title: Floodplain Administrator

Phone: +1 (203) 701-4450

Email Address: jgriffith@milfordct.gov

c. The Recipient Entity point of contact is as follows:

Name: _____

Title: _____

Phone: _____

Email Address: _____

d. The Recipient Entity point of contact is as follows:

Name: _____

Title: _____

Phone: _____

Email Address: _____

e. The Recipient Entity point of contact is as follows:

Name: _____

Title: _____

Phone: _____

Email Address: _____

f. The Recipient Entity point of contact is as follows:

Name: _____

Title: _____

Phone: _____

Email Address: _____

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CONTRACT NUMBER: WYOU-2022- META-001

Parties To Contract	The WorkPlace, Inc. 1000 Lafayette Blvd., 5 th Floor Bridgeport CT 06604		The WorkPlace Program Manager	
			Name:	Cathy Robinson- Patton
			Telephone:	203-787-8249
			E-Mail:	crpatton@workplace.org
	Contractor's Name and Address		Contractor IRS ID No. 222505206	
Payment Address <i>(if different from above)</i>		DUNS No. 833026342		
		Contractor Representative Lisa Streit		
		Telephone Number 203-783-3243		

Type of Ownership		Yes	No
<input checked="" type="checkbox"/> Corporation Incorporated Under the Laws of the State of:		<input type="checkbox"/>	<input checked="" type="checkbox"/> Minority Business
<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Partnership	<input type="checkbox"/>	<input checked="" type="checkbox"/> Women Business
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Trusteeship	<input checked="" type="checkbox"/>	<input type="checkbox"/> Non-Profit

Contract Start Date 7/1/2022	Contract End Date 6/30/2023	Maximum Allowable Contract Amount \$54,000
--	---------------------------------------	--

PURPOSE: The City of Milford Employment and Training Administration (META), hereinafter referred to as Contractor, shall provide occupational skills training to youth enrolled in The WorkPlace's WIOA Youth program.

TERMS AND CONDITIONS OF CONTRACT:
The parties hereto agree that Contractor shall provide services in accordance with its proposal which is attached and made a part hereof. In consideration for the services to be provided by Contractor for the period shown above, Contractor will receive reimbursement not to exceed the total amount shown above; such amount to be paid pursuant to this Contract Face Sheet (Part I), Scope of Services (Part II), Budget Summary (Part III), Reporting Template (Part IV), WIOA Specific Provisions (Part V) and all documents signed and submitted to The WorkPlace as part of the "WorkPlace General Terms and Conditions" (Part VI), hereby incorporated by reference in its entirety. This is a cost reimbursement contract. Reimbursement is based on successful performance and actual costs incurred. The WorkPlace assumes no liability for payment under the terms of this Contract, until said Contractor is notified by The WorkPlace that said contract has received final approval. This Contract is the entire agreement between the parties hereto and may be amended only in writing by The WorkPlace.

FUNDING: Connecticut Department of Labor

DESIGNATION PER 2 CFR 200.330: Subrecipient Contractor

ACCEPTANCES: In witness whereof the parties have affixed their signatures on the day, month and year written below.

CONTRACTOR APPROVAL *(Affix Corporate Seal Here)*

_____ 7/1/2022

Benjamin G. Blake, Mayor, City of Milford Date

WORKPLACE APPROVAL *(Affix Corporate Seal Here)*

_____ 7/1/2022

Joseph M. Carbone, President & CEO Date

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- **Part I:** Contract Face Sheet
- **Part II:** Scope of Services
- **Part III:** Budget Summary
- **Part IV:** Reporting Template
- **Part V:** WIOA Specific Provisions
- **Part VI:** WorkPlace General Terms and Conditions
- **Attachment A:** Youth Tracking Form
- **Attachment B:** Participant Receipt Confirmation

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Part II

SCOPE OF SERVICES

A. Purpose

Per Section 129(c)(1)(C) of the Workforce Innovation and Opportunity Act (WIOA), funds allocated to youth programs shall be used to implement programs that identify career pathways for participants and directly align those career pathways with employment, training, education, and supportive services to target high-demand industries and meet the need for skills among regional employers. To facilitate this objective, programs must incorporate occupational skills training, leadership development opportunities, and entrepreneurial skills training, among other components, as part of the overall youth program design.

Contractor shall provide the services detailed below to 18 out-of-school youth enrolled in The WorkPlace's WIOA Youth program.

B. Target Population

The program shall serve 18 out-of-school youth between the ages of 16 and 24 in the Southwest Service Delivery area (SDA). All participants enrolled in training must have a valid Referral Letter issued and signed by The WorkPlace.

C. Description of Services

For each cohort, Contractor shall deliver approximately 260 hours of training, including 160 of classroom instruction, 48 hours of clinical experience and 52 hours of job/ life skills coaching. Classroom instruction will be held Monday through Friday over the course of 8 weeks.

1. Occupational Skills Training

Contractor shall:

- a. Prepare all program content, process design and materials to offer an occupational skills training that leads to participants earning their Certified Nurse Aide (CNA) license from the State of Connecticut.
- b. Ensure that the training is outcome oriented and focused on an occupational goal specified in the participant's Individual Service Strategy (ISS).
- c. Arrange for participants that successfully complete the training to take the required examination to earn the occupational skill credential or license.
- d. Integrate project-based learning activities into the curriculum, so as to provide participants with practical, hands on learning experience.

2. Career Exploration

Contractor shall:

- a. Provide career awareness and exploration activities that expose participants to occupations in high growth, in-demand industries. The WorkPlace requires that participants explore at minimum the following industries: Retail Services, Construction, Advanced Manufacturing, Culinary Arts, Healthcare, and Hotel and Hospitality. Contractor may

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choose to explore additional occupations as long as they are in in-demand, high growth industry (ies).

- b. Use labor market information to clearly illustrate the skills, education and certification or credentials needed for participants to enter the field of their choice.
- c. Assist each participant in developing a career plan that identifies occupations within an industry, education requirements, and opportunities for career advancement.

3. Leadership and Work Readiness Skills

Contractor shall:

- a. Provide leadership development opportunities that are designed to encourage responsibility, confidence, employability, self-determination, and other positive social behaviors such as:
 - i. exposure to postsecondary educational possibilities;
 - ii. community and service-learning projects;
 - iii. peer-centered activities, including peer mentoring and tutoring;
 - iv. organizational and teamwork training, including team leadership training;
 - v. training in decision-making, including determining priorities and problem solving.
- b. Include a Pre and Post Work Readiness Assessment. A sample assessment can be found at: <https://wdr.doleta.gov/directives/attach/TEGL/TEGL07-10a4.pdf>
- c. Provide job seeking preparation skills to help participants secure employment, including at minimum, creating a resume, cover letter, thank you letter, completing a job application, conduction job search, and preparing for the interview.

4. Work-based Experience

Contractor shall:

- a. Work collaboratively with CareerHub Workforce Specialists to connect participants to appropriate work-based opportunities including paid or unpaid internships, job shadowing and, on-the-job training opportunities.
- b. Work collaboratively with CareerHub Specialists to monitor and evaluate participants' performance on work-based assignments including paid and on-the-job training.

5. Financial Literacy Training

Contractor shall deliver Financial Literacy training. The WorkPlace recommends Contractor use the "Your Money, Your Goals: A financial empowerment toolkit for Social Services Program issued by the Consumer Financial Protection Bureau. The Your Money Your Goals Toolkit is available at: <https://www.consumerfinance.gov/practitioner-resources/your-money-your-goals/toolkit/>

6. Computer Literacy Training

Contractor shall assess each participant's computer skills to determine their level of basic computer competencies. At minimum participants must understand basic computer terminology, know parts of the computer and their functions, basic document composition, create and analyze spreadsheets, navigate the Internet, and effectively use social media applications including; LinkedIn, Facebook and other search media.

8c

7. Recruitment

Contractor shall look to recruit and refer prospective individuals to CareerHub for enrollment in the WIOA Youth program. The WorkPlace shall perform all eligibility determinations for individuals referred by Contractor. Eligible individuals referred by Contractor will be given the opportunity to select any approved training available through The WorkPlace's WIOA Youth program including, but not limited to, the Contractor's training.

D. Performance Measures

Program Service	Target
Percentage of participants earning Certified Nurse Aide (CNA) license from the State of Connecticut.	70%
Percentage of participants developing a personal career plan based on ETA's Competency Model (including assessments)	85%
Percentage of participants completing a portfolio consisting of: a professional resume, cover letter and sample thank you letter to an employer	90%
Percentage of participants completing occupational, labor market and company research	90%

E. Reporting

1. Submit monthly reports using the **reporting template provided in Part IV**. submit the report to the Program Manager, by the 10th day of each month. The report should encompass all programmatic activity that occurred during the month prior. The report must be typewritten and submitted electronically.
2. Participant status reports using "CareerHub's Youth Tracking Form" (see Attachment A). This form must include:
 - i. a detailed narrative of the participant's progress,
 - ii. steps required for the participant to successfully complete the training, and
 - iii. strengths the participant displays.
3. Within 10 days of the completion of the program, prepare and deliver a detailed narrative to the Program Manager describing the number of participants served, final performance outcomes, problems encountered and actions taken, program activities, participant success stories, participant feedback, and any other pertinent information regarding participants' experience in the training program.

F. Budget

The costs of all services under this Contract are not to exceed the maximum allowable contract amount of \$54,000.

Any changes to the budget must be approved by The WorkPlace and documented in a signed amendment before going into effect. Contractor will not be paid for services beyond the Scope of this Contract or in excess of the Budget of this Contract unless there is a fully executed amendment to this Contract.

8c

Performance Based Allocation	Cost Reimbursement Allocation	Total Allocation
\$5,400	\$48,600	\$54,000

Performance Based Allocation			
Benchmark	% of Total Allocation	Per Participant	Total Available
Participant earns nationally recognized postsecondary certificate or credential	10%	\$300	\$5,400

G. Site Visits

Authorized representatives of The WorkPlace have the right to make site visits at reasonable times to access participants' files, review program accomplishments and to provide technical assistance, if required.

8c

WIOA Youth Programs

Organization: City of Milford Employment and Training Administration

WIOA Youth Program: Occupational Skills Training

Please list how your proposed program activities relate to the 14 required elements for WIOA Youth programs, as well as person designated to monitor progress.

Required WIOA Elements	Program Specific Activity & Staff Designated to Monitor Progress
1. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential	Study Skills Training is incorporated into the C.N.A. Program. Youth who are having difficulty with the material will receive academic remediation and tutoring
2. Alternative secondary school offerings	Youth without a high school diploma or GED will be referred to training that will prepare them to earn their diploma or GED.
3. Paid and unpaid work experiences that have as a component academic and occupational education, which may include: a) Summer employment opportunities and other employment opportunities available throughout the school year; b) pre-apprenticeship programs; c) internships and job shadowing; and d) on-the-job training opportunities	Youth will participate in a 5 week unpaid On-the-Job training and assisted in job search and placement The Program Director will monitor progress.
4. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster	Youth will receive work readiness and academic support while working towards earning their credential.
5. Occupational skills training in in-demand occupations	Youth will participate in C.N.A. Occupational Skills Training and be prepared to earn their State Registration.
6. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate	Youth will participate in conflict resolution, peer mediation, time management, interpersonal communication, and teamwork as outlined in our curriculum.
7. Supportive Services	Youth will be referred to the appropriate agency or The WorkPlace
8. Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months	Mentoring by program staff; youth will act as peer mentors
9. Follow-up services for not less than 12 months after the completion of participation, as appropriate	Program Director will provide follow-up services regarding postemployment inter agency referrals and credential attainment
10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate	Referrals where necessary to collaborating organizations. Program Director will coordinate these referrals
11. Financial Literacy Education	Our program curriculum incorporates financial literacy with how to prepare a budget, balancing a checkbook and money management
12. Entrepreneurial Skills Training	Youth will be referred to Youth Works Staff
13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration	Youth will explore in-demand careers in the local area. They will focus on their career interest and will research topics; educational requirements, salary levels and career ladders for advancement.
14. Activities that help youth prepare for transition to postsecondary education and training	Educational information and assistance with applications will be offered.

8c

BUDGET SUMMARY	
Subrecipient Name:	City of Milford Employment and Training Administra
Address:	150 Gulf Street, Milford, CT 06460
Budget Period:	7/1/2022 - 6/30/2023
Contract Number:	WYOU-2022-META-001
Project Name:	C.N.A. Training Program (WIOA Youth)

	Budget Line Items	Budget Totals	% of Total
A.	DIRECT PROGRAM COSTS:		
1	Staff Salaries	\$ 39,625	73.38%
2	Staff Fringe	\$ 5,271	9.76%
3	Travel	\$ 176	0.33%
4	Rent / Utilities	\$ -	0.00%
5	Office Expense - Software / PC / Printers	\$ -	0.00%
6	Other Direct Costs:		
	a. Supplies - Office / Postage / Other	\$ 500	0.93%
	b. Telephone / Internet	\$ -	0.00%
	c. Conferences / Meetings	\$ -	0.00%
	d. Printing / Copying	\$ -	0.00%
	e. Other: Staff Training	\$ -	0.00%
7	Insurance & Bonding	\$ 350	0.65%
8	Contractual / Outsourced: (identify)	\$ -	0.00%
9	Subtotal Program Costs:	\$ 45,922	85.04%
B.	PARTICIPANT COSTS:		
1	Participant Training - (i.e. OST)	\$ -	0.00%
2	Participant Individual Training Accounts	\$ -	0.00%
3	Participant Supplies / Training Needs	\$ 8,078	14.96%
4	Subtotal Participant Costs:	\$ 8,078	14.96%
C.	ADMINISTRATIVE COSTS:		
1	Staff Salaries	\$ -	0.00%
2	Staff Fringe	\$ -	0.00%
3	Audit / Legal	\$ -	0.00%
4	Indirect Costs	\$ -	0.00%
5	Subtotal Administrative Costs:	\$ -	0.00%
D.	TOTAL AMOUNT (A+B+C):	\$ 54,000	100.00%

Signature: _____

Name & Title: _____

Date: _____

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- **Part I:** Contract Face Sheet
- **Part II:** Scope of Services
- **Part III:** Budget Summary
- **Part IV:** Reporting Template
- **Part V:** WorkPlace General Terms and Conditions

Part II

SCOPE OF SERVICES**A. Purpose**

Contractor shall deliver Occupational Skills Training with Adult Education Services to prepare Jobs First Employment Services (JFES) participants for high-demand occupations. Through Contractor's training, participants will obtain the Certified Nurse Aide (CNA) license from the State of Connecticut.

B. Target Population

Contractor shall serve 10 JFES participants in the Southwest Service Delivery Area.

Career Resources, Inc. (CRI) shall make referrals to the training program and provide case management services to program participants.

C. Program Duration

Each training cycle will run for approximately 6 weeks or 210 hours.

D. Description of Services

Contractor shall:

1. Deliver 6 weeks of Occupational Skills Training with Adult Education Services to prepare participants to obtain the Certified Nurse Aide (CNA) license from the State of Connecticut.
2. Arrange testing for the CNA testing upon participants' successful completion of training.
3. Offer remediation services to participants who need additional time to successfully complete the training.
4. Provide tutoring in preparation for the certification examinations.
5. Provide job search assistance.
6. Provide Staff certified and experienced instructors to instruct all training sessions. Instructors must be employed by or otherwise engaged in a contractual relationship with Contractor.
7. Submit a training report to the Program Manager with current referrals dates as well as start and end dates for training cycles.
8. Deliver services according to the "JFES Training Order PY22-23", submitted by Contractor to The Workplace.
9. Submit monthly progress reports on all programmatic activities that occurred during the prior month. See "Reporting" below.
10. Make all trainings and services delivered under this contract must be made available to participants in a virtual format.

E. Performance Measures

Performance Measure	Description	Goal
Enrollment	Number of participants enrolled in the training.	100%
Complete Training & Attain Credential/Certificate	Number of participants completing training and earning Certified Nurse Aide (CNA) license from the State of Connecticut.	80%
Entered Employment	Number of participants that transition into new or upgraded unsubsidized employment as a result of the training.	70%

F. Reporting

Contractor Shall:

1. Submit monthly reports using the reporting template provide in Part IV. Contractor shall submit the report to the Program Manager, by the 10th day of each month. The report should encompass all programmatic activity that occurred during the month prior. The report must be typewritten and submitted electronically.
2. Within 10 days of the completion of the program, Contractor shall prepare and deliver a detailed narrative to the Program Manager describing the number of participants served, final performance outcomes, problems encountered and actions taken, program activities, participant success stories, participant feedback, and any other pertinent information regarding participants' experience in the training program.

G. Budget and Payment

This contract is a 90% cost reimbursement and 10% performance based. The costs of all services under this Contract are not to exceed the maximum allowable contract amount of \$30,000.

Of the maximum contract amount, 90% or up to \$27,000 is available on a cost reimbursement basis and 10% or up to \$3,000 is available to the Contractor on a performance basis.

Based upon the 10% performance holdback, Contractor can receive up to a maximum of \$300 per participant that earns one of the abovementioned industry-recognized credentials/certificates. Contractor will be paid in accordance with the following benchmarks:

Performance Based Allocation		
Benchmark	\$300 per participant earns the Certified Nurse Aide (CNA) license from the State of Connecticut.	\$3,000

Any changes to the budget must be approved by The WorkPlace and documented in a signed amendment before going into effect. Contractor will not be paid for services beyond the Scope of this Contract or in excess of the Budget of this Contract unless there is a fully executed amendment to this Contract.

H. Site Visits

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JFES - META PY21-22 Parts I II

Final Audit Report

2022-06-10

Created:	2022-06-09
By:	Lori Burgos (lburgos@workplace.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA59jOYojPxxgSrhdtFLKdi43FdDKNCokA

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-  Document created by Lori Burgos (lburgos@workplace.org)
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-  Document signing delegated to Benjamin Blake (Mayor@milfordct.gov) by Lisa Streit (lstreit@milfordct.gov)
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-  Document e-signed by Benjamin Blake (Mayor@milfordct.gov)
Signature Date: 2022-06-10 - 6:51:41 PM GMT - Time Source: server- IP address: 64.251.59.82
-  Agreement completed.
2022-06-10 - 6:51:41 PM GMT

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




JFES - META PY21-22 Parts I II

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2022-06-10

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PROGRAM BUDGET DETAIL

Subrecipient Name:	City of Milford Employment and Training Administration
Address:	150 Gulf Street, Milford, CT 06460
Budget Period:	7/1/2022 - 6/30/2023
Contract Number:	WYOU-2022-META-001
Project Name:	C.N.A. Training Program (WIOA Youth)
Budget Submission Date:	

A. DIRECT PROGRAM COSTS

1. Staff Salaries - list individual positions

Last name, First name - Title	Weekly Salary*	# of Weeks	% Charged to Contract	Total Amount
C.N.A. Instructor (Tetyana Maranets, RN)	\$ 1,120	18	100.0000%	\$ 20,160.00
Director (Lisa Streit)	\$ 1,472	26	40.0000%	\$ 15,304.74
Program Assistant	\$ 320	26	50.0000%	\$ 4,160.00
	\$ -	0	0.0000%	\$ -
	\$ -	0	0.0000%	\$ -
	\$ -	0	0.0000%	\$ -
	\$ -	0	0.0000%	\$ -
	\$ -	0	0.0000%	\$ -
Total \$				39,625

***Enter actual TOTAL weekly salary paid to employee by employer**

2. Staff Fringe

Description	Rate	Salary Base	Total Amount
FICA/Social Security*	6.2000%	\$ 39,625	\$ 2,456.73
FICA/Medicare	1.4500%	\$ 39,625	\$ 574.56
Workers Comp	1.0000%	\$ 39,625	\$ 396.25
Health Insurance	0.0000%	\$ 39,625	\$ -
Unemployment Insurance**	1.9000%	\$ 39,625	\$ 752.87
Retirement / Pension	0.0000%	\$ 39,625	\$ -
Life / Disability Insurance	2.7534%	\$ 39,625	\$ 1,091.01
Other - Specify	0.0000%	\$ -	\$ -
Other - Specify	0.0000%	\$ -	\$ -
Other - Specify	0.0000%	\$ -	\$ -
Total \$			5,271

*Maximum salary base = \$142,800 per employee; **Maximum salary base = \$15,000 per employee

3. Travel

Mileage Reimbursement*	Miles per Month	Rate per Mile*	# of Months	% Charged to Contract	Total Amount
Mileage	50	\$ 0.585	6	100.0000%	\$ 175.50
Total \$					176

*Maximum 0.585 cents per mile eff. 01/01/2022

4. Rent / Utilities

Premises Detail	Location	Total Monthly Expense	# of Months	% Charged to Contract	Total Amount
Rent		\$ -	0	0.0000%	\$ -
Utilities, i.e., electric, heat, water - if separate from rent		\$ -	0	0.0000%	\$ -
Total \$					-

5. Office Expense - Software / PC / Printers

Description	Purchase Amount Total	Monthly Lease Total Costs	Monthly Maintenance Total Costs	# of Months for Lease & Maintenance	% Charged to Contract	Total Amount
Computer, Monitors & Printers*	\$ -	\$ -	\$ -	0	0.0000%	\$ -
Other - Specify	\$ -	\$ -	\$ -	0	0.0000%	\$ -
Other - Specify	\$ -	\$ -	\$ -	0	0.0000%	\$ -
Total \$						-

*Prior approval required for any purchases

6. Other Direct Costs:

Other Direct Costs Line Items	Description	Total Monthly Costs	# of Months	% Applied to Contract	Total Amount
a. Supplies - Office / Postage / Other	Postate, Office Supplies	\$ 500	1	100.0000%	\$ 500.00
b. Telephone / Internet		\$ -	0	0.0000%	\$ -

c. Conferences / Meetings*		\$ -	0	0.0000%	\$ -
d. Printing / Copying		\$ -	0	0.0000%	\$ -
e. Other - Specify		\$ -	0	0.0000%	\$ -
Total \$					500

*Local meetings only

7. Insurance and Bonding					
Insurance & Bonding Costs	Description	Total Annual Cost	% Applied to Contract	Total Amount	
Liability and Property	Liability Insurance premium	\$ 350	100.0000%	\$ 350.00	
Other - Specify		\$ -	0.0000%	\$ -	
Other - Specify		\$ -	0.0000%	\$ -	
Total \$					350

8. Contractual / Outsourced Services					
Non-Participant Contractual Services	Description	Total Annual Cost	% Applied to Contract	Total Amount	
Other - Specify		\$ -	0.0000%	\$ -	
Other - Specify		\$ -	0.0000%	\$ -	
Total \$					-

B. DIRECT PROGRAM COSTS

Service Categories	Service Description	Total Cost	% Charged to Contract	Total Amount
Participant Training - (i.e. OST, OJT, Subsidized Employment)				
		\$ -	0%	\$ -
		\$ -	0%	\$ -
		\$ -	0%	\$ -
Subtotal \$				-
Participant Individual Training Accounts				
		\$ -	0%	\$ -
		\$ -	0%	\$ -
		\$ -	0%	\$ -
Subtotal \$				-
Participant Supplies / Training Needs				
Uniforms	\$60.00 x 21	\$ 1,260.00	100%	\$ 1,260.00
Books	105.00 per x 21	\$ 2,205.00	100%	\$ 2,205.00
Clinical Supplies - Alcohol wipes, nail files, mouth wash, toothpaste, gloves, etc.		\$ 663.00	100%	\$ 663.00
State exam fees	\$118.00 x 25	\$ 2,950.00	100%	\$ 2,950.00
Training Mannequin		\$ 1,000.00	100%	\$ 1,000.00
		\$ -	0%	\$ -
		\$ -	0%	\$ -
		\$ -	0%	\$ -
Subtotal \$				8,078.00
Total \$				8,078

C. ADMINISTRATIVE COSTS

1. Staff Salaries - list individual positions				
Last name, First name, Title	Weekly Salary*	# of Weeks	% Charged to Contract	Total Amount
	\$ -	0	0.0000%	\$ -
	\$ -	0	0.0000%	\$ -
	\$ -	0	0.0000%	\$ -
	\$ -	0	0.0000%	\$ -
Total \$				-

*Enter actual TOTAL weekly salary paid to employee by employer

2. Staff Fringe				
Description	Rate	Salary Base	Total Amount	
FICA/Social Security*	0.0000%	\$ -	\$ -	
FICA/Medicare	0.0000%	\$ -	\$ -	
Workers Comp	0.0000%	\$ -	\$ -	
Health Insurance	0.0000%	\$ -	\$ -	

8d

Unemployment Insurance**		0.0000%	\$ -	\$ -
Retirement / Pension		0.0000%	\$ -	\$ -
Life / Disability Insurance		0.0000%	\$ -	\$ -
Other - <i>Specify</i>		0.0000%	\$ -	\$ -
Other - <i>Specify</i>		0.0000%	\$ -	\$ -
Other - <i>Specify</i>		0.0000%	\$ -	\$ -
Total				\$ -
<i>*Maximum salary base = \$142,800 per employee; **Maximum salary base = \$15,000 per employee</i>				
3. Audit / Legal				
Audit / Legal Costs	Description	Total Annual Cost	% Applied to Contract	Total Amount
<i>Specify</i>		\$ -	0.0000%	\$ -
<i>Specify</i>		\$ -	0.0000%	\$ -
Total				\$ -
4. Indirect Costs				
Indirect Costs	Description	Total Annual Cost	% Applied to Contract	Total Amount
<i>Specify</i>		\$ -	0.0000%	\$ -
Total				\$ -
TOTAL AMOUNT				\$ 54,000

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CONTRACT TERMS AND CONDITIONS PACKAGE

Instructions

In an effort to streamline the contracting process and reduce the duplication of effort throughout the year, The WorkPlace will maintain a central file of contract documents. On July 1 of each year, Contractors must submit **original and/or electronic copies** of the documents listed below, which will be maintained for a period of one year (e.g., 7/1/2022 through 6/30/2023).

Before submitting the "Contract Terms and Conditions Package", please be sure that you have included ALL REQUIRED documents. Using this checklist, review your Contract Terms and Conditions Package. Place a check mark in each box to make sure you have completed and enclosed ALL required documents.

Required Contract Documents	
<input type="checkbox"/>	Contract Terms and Conditions Package - Acknowledgement
<input type="checkbox"/>	Contractor Information Form
<input type="checkbox"/>	General Terms and Conditions
<input type="checkbox"/>	Assurances - Non-Construction Programs
<input type="checkbox"/>	Certification Resolution
<input type="checkbox"/>	Debarment Certification
<input type="checkbox"/>	Certification for Lobbying
<input type="checkbox"/>	Drug Free Workplace Requirements
<input type="checkbox"/>	SEEC Form 10

Please complete and scan the enclosed documents, along with all other contract documents, to Lori Burgos, Compliance Coordinator at lbargos@workplace.org. Please use the following subject line in your e-mail.

[Your Organization's Name] – Contract Terms & Conditions Package

ACKNOWLEDGEMENT

I, Benjamin G. Blake , Mayor of, The City of Milford - Employment , named as the Contractor in this instrument and existing under the laws of the State of CT , have executed the enclosed forms and documents on the date below, and certify that I have read, understood, and agreed to the terms and conditions set forth herein, which shall apply to all written agreements entered into between The City of Milford - Employment and , and The WorkPlace from July 1, 2022 to June 30, 2023.

The City of Milford - Employment and Training Administration

Name of Contracting Entity

Mayor

Name and Title Signatory/ Officer

Signature

Date

CONTRACTOR INFORMATION FORM

Please complete this form if there have been any updates to your organization that need to be reflected in forthcoming contracts.

Contractor Legal Name	City of Milford Employment and Training Administration		
Federal EIN # or SSN #	222505206	DUNS #	833026342

Type of Ownership			
<input type="checkbox"/> Corporation Incorporated Under the Laws of the State of: <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Governmental Entity <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Trusteeship			
Entity Designations (Check all that apply)			
<input type="checkbox"/> Minority Business <input type="checkbox"/> Women Business <input checked="" type="checkbox"/> Non-Profit			

Contractor Address			
Address: 150 Gulf Street			
City: Milford	State: CT	Zip: 06460	

Contractor Mailing Address (if different from above)			
Address:			
City:	State:	Zip:	

Authorized Contract Signatory			
Name: Benjamin G. Blake			
Title: Mayor - City of Milford			
Phone #: 203-783-3201		Fax #: 203-783-3329	
Email: Mayor@milfordct.gov			

Authorized Certifying Officer (Secretary/Clerk of Corporation, City or Town Clerk, Secretary/Clerk of Association)			
Name: Karen Fortunati			
Title: City Clerk			

Contractor's Designated Contact Person (if different from contract signatory)			
Name: Lisa Streit			
Title: Director			
Phone #: 203-783-3243		Fax #: 203-783-3238	
Email: LStreit@milfordct.gov			

GENERAL TERMS AND CONDITIONS

The parties to the Contract shall adhere to the following provisions, except where they are superseded by Specific Terms and Conditions.

1. GENERAL DEFINITIONS

(A) "The WorkPlace" as used herein shall be synonymous with the term "grantor".

(B) "Contractor" as used herein means a private profit or non-profit corporation company, individual, agency, organization or municipality having an approved "Contract" with The WorkPlace, to furnish services. As used herein the term "Contractor" shall be synonymous with the terms "grantee" and "agency".

(C) "Contract" means establishment of a binding legal relationship obligation. As used herein the term "Contract" shall be synonymous with the terms "agreement" and "grant".

(D) "Program Client" as used herein means any recipient of services provided by Contractor under the program which is the subject of the Contract.

2. EFFECTIVE DATE

The Contract shall not become effective until it is signed by The WorkPlace authorized official(s). Upon such execution, the Contract shall be deemed effective for the entire term specified on the contract face page.

3. TERMINATIONS, REALLOCATION, AND/OR REDUCTION

(A) **Termination for Cause** – If, for any reason, either Contractor or The WorkPlace shall fail to fulfill in a timely and proper manner its obligations under the Contract, or shall violate any of the covenants or stipulations under the Contract, the other party shall thereupon have the right to terminate this agreement by giving written notice to the breaching party of such termination and the reason therefore specifying the effective date thereof at least (30) days before the effective date of such termination. In such event, all records, assets, property and documents of any nature, prepared or purchased by Contractor under this agreement shall become available for audit. Contractor shall not be relieved of liability to The WorkPlace for damages sustained by The WorkPlace by virtue of any breach of the agreement by Contractor, and The WorkPlace may withhold any payments to Contractor for the purpose of set-off until such time as the exact amount of damages to The WorkPlace is determined.

(B) **Termination for Convenience** – The WorkPlace or Contractor may terminate this agreement at any time by giving at least thirty (30) days notice in writing to the other party. If the agreement is terminated by The WorkPlace as provided herein, Contractor will be paid an amount equal to the costs actually incurred under the Contract, less payments previously made.

(C) **Termination for Reduction or Termination of Funds** – The WorkPlace reserves the right to cancel the contract without prior notice when the funding for the **Contract** is no longer available.

(D) **Reallocation and/or Reduction** – The WorkPlace reserves the right to reallocate or reduce the Contract award (with a corresponding reduction in Contractor's obligations) at any time in the event that:

(1) Contractor deviates from the project plans as detailed in the contract; or (2) Contractor's expenditure rate is not in compliance with applicable law, regulation, or The WorkPlace policies and procedures; or (3) the private funder, or organization that provides the monetary support for the Contract rescinds, reallocates, or in any way reduces the total amount budgeted for operation of the program during the contract period for which such funds are withheld, or (4) such reductions result in reallocation of funds.

(E) **Recoupment** – The WorkPlace reserves the right to recoup any deposits, prior payment, advance payment or down payment made, if either party terminates the contract.

4. CHOICE OF LAW AND CHOICE OF FORUM

Contractor agrees to be bound by the laws of the State of Connecticut and the federal government where applicable, and agrees that the Contract shall be governed by, construed, and enforced in accordance with the laws and court decisions of the State of Connecticut without giving effect to its principles of conflicts of laws.

5. CREDITS AND RIGHTS IN THE DATA

Unless expressly waived in writing by The WorkPlace all documents, reports, and other publications for public distribution during or resulting from the performances of the Contract shall include a statement acknowledging the financial support of the state and the department and, where applicable the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of Contractor and Contractor shall indemnify The WorkPlace, unless The WorkPlace or its agents co-authored said publication and said release is done with the prior written approval of The WorkPlace. Contractor does not assume any responsibility for the use, publication or disclosure solely by The WorkPlace of such data.

“Data” shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to all reports, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

6. INTELLECTUAL PROPERTY RIGHTS

All products, including intellectual property and electronic media, developed in whole or in part with funds from this Contract must contain the following funding statement, as applicable:

“This workforce product was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it.”

7. PUBLICITY

No funds provided under the Contract shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before Congress, except in presentation to the Congress itself. Nor shall funds be used to pay the salary or expenses of any of Contractor’s officers, officials, agents or employees, related to any activity designed to influence legislation or appropriations pending before the Congress.

8. FACILITY STANDARDS AND LICENSING COMPLIANCE

The WorkPlace may refuse to make payments under the terms of the Contract for services for any period of the term of the Contract during which Contractor is found to have violated applicable local and state licensing, zoning, building, health, fire and safety regulations, ordinances, standards and criteria of pertinent authorities unless Contractor is formally contesting the authority to require such standards, regulations, ordinances, and criteria or unless Contractor has submitted a corrective action plan to The WorkPlace and The WorkPlace has approved the plan in writing.

9. DEFAULT

If Contractor defaults as to or otherwise fails to comply with any of the conditions of the Contract The WorkPlace may: (a) withhold payments until the default is resolved to the satisfaction of The WorkPlace; (b) temporarily or permanently discontinue services under the Contract; (c) require that unexpended funds be returned to The WorkPlace.; (e) require that contract funding be used to enter into a sub-contract arrangement with a person or persons designated by The WorkPlace, in order to bring the program into contractual compliance; (f) terminate the Contract; (g) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of The WorkPlace or the program(s) under the Contract or both; or (h) any combination of the above actions. In addition to the rights and remedies specified by the Contract, The WorkPlace shall have all the other rights and remedies granted to it by law in the event of or default by Contractor under the terms of the Contract.

10. EXCUSABLE DELAYS

Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of the Contract in accordance with its terms, if such failure arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include acts of God, fires, floods, etc. but in every case the failure to perform must be beyond the control and without the fault or negligence of Contractor.]

11. PERSONALLY IDENTIFIABLE INFORMATION

Contractor must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the U.S. Department of Labor, The WorkPlace or by court order. Recipients must meet the requirements in Training and Employment Guidance letter (TEGL 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII)), (located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872).

12. DISPUTES

Except as otherwise provided in the Contract, any dispute covering a question of fact arising under the Contract, which is not disposed of by agreement shall be decided by binding arbitration conducted in accordance with the American Arbitration Rules. Arbitration shall be held in Bridgeport, Connecticut, before a panel of one (1) arbitrator, who shall reduce the decision to writing and mail or otherwise furnish a copy to the Contractor and The WorkPlace. The decision of the arbitrator shall be final and conclusive.

13. PURCHASES

(A) Contractor agrees to use its best efforts to obtain all supplies and equipment, for use in the performance of the Contract, at the lowest practical cost. When appropriate, The WorkPlace will assist Contractor in the procurement of supplies and equipment.

(B) Contractor must receive prior approval from The WorkPlace for the purchase and/or lease of any equipment with a per unit acquisition cost of \$1,000.00 or more, and a useful life of more than one year. The Contract does not give approval for equipment, even if it is specified in Contractor's Scope of Services unless specifically approved in the Contract letter by the Program Manager. If not, Contractor must submit a detailed description list to the Program Manager for review within 30 days of the Contract/agreement award date. Failure to do so will necessitate the need for approval of equipment purchase on an individual basis.

14. LEASE EQUIPMENT – ASSIGNABILITY

(A) Contractor agrees that in the event it enters into any lease agreement(s) for the use of personal property in performance of the Contract with funds provided under the Contract, Contractor shall provide The WorkPlace with a copy of any and all such lease agreement(s) immediately upon the execution of said lease agreement(s).

(B) At the direction of The WorkPlace, Contractor agrees to assign any and all rights and/or interests to

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said personal property provided under such lease agreement(s) to The WorkPlace, including, but not limited to, options to purchase any equipment subject to such lease agreement(s).

(C) The WorkPlace shall have the right to direct Contractor to assign any and all rights and/or interests to personal property provided under such lease agreement(s) at any time during the term of the Contract.

15. PRE-AWARD

Contractor hereby agrees that all costs incurred by Contractor prior to the start date specified in the Contract issued by The WorkPlace are *incurred at the Contractor's own expense*.

16. FINANCIAL MANAGEMENT SYSTEM

Expenditures must be reported on an accrual basis, cumulative from the beginning of the life of an award/grant, through the end of each reporting period. Upon receipt of a Contract, Contractor will receive instructions for accessing the financial reporting system and payment management process. All reports become due no later than ten (10) days after the end of each reporting month.

Contractor agrees to maintain a financial management system which will provide accurate, current, and complete disclosure of the financial results of each program funded under this agreement and to submit reports to The WorkPlace.

17. AUDIT AND RECORDS

(A) Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently reflect all direct and indirect costs of any nature in the performance of the Contract.

(B) Contractor agrees to provide access to The WorkPlace, or where applicable, any of its duly authorized representatives to any books, documents, papers, and records (including computer records) of Contractor or subcontractor which are directly pertinent to charges to the Contract, in order to conduct audits and examinations, and make excerpts, transcripts, and photocopies; this right also includes timely and reasonable access to Contractor's personnel for the purpose of interviews and discussions related to such documents.

(C) Contractor shall preserve and make available all financial records, supporting documents, statistical records, and all other pertinent records for each funding period for a period of three (3) years. The retention period shall start from the date of submission of the final expenditure report for that funding period.

The aforementioned records shall be retained beyond the prescribed period, if any litigation or audit is begun or if a claim is instituted involving the Contract. In these instances the records shall be retained until the litigation, audit or claim has been finally resolved.

(D) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this agreement shall be clearly identified and readily accessible.

(E) Contractor shall comply with all State of Connecticut and federal auditing requirements. This includes, unless and to the extent specifically exempted by law, the requirement of Conn. Gen. Stat. Section 7-396(a) that Contractor shall provide for an audit acceptable to the Department of Labor as defined in the "Department of Labor Audit Policy" on file at the Department of Labor.

(F) To the extent required under applicable law, Contractor will comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut General Statutes 7-396a and 396b, and the State Single Audit Act, 4-230 through 236 inclusive, and regulations promulgated there under. Contractor agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years, and for five (5) years if any federal funds are used

pursuant to the Contract. Such records will be made available to State of Connecticut and/or federal auditors upon request.

(G) At any time prior to final payment under this agreement, The WorkPlace may have the invoices and detailed statement of costs examined. All current and prior payments shall be subject to reduction for amounts found not to constitute an allowable cost.

(H) Contractor agrees to include in all subcontracts hereunder, a provision to the effect that the subcontractor agrees that The WorkPlace until the expiration of the record retention period stipulated in Section 17(C), shall have access to and have the right to examine any directly pertinent books, documents, papers, and records of the subcontractor involving transactions related to the Contract.

17. **PROGRAM REPORTING**

Contractor agrees to provide, at the request of The WorkPlace, periodic progress reports relating to the general status of Program Client(s) placed under the Contract. Contractor further agrees to respond to any such request with reasonable promptness.

18. **DELINQUENT REPORTS**

The WorkPlace reserves the right to withhold payments for services performed under the Contract if The WorkPlace has not received on a timely basis acceptable progress reports, expenditure reports, refunds, and/or audits as required for any and all contracts Contractor has entered into with The WorkPlace.

19. **LITIGATION**

Contractor shall provide written notice to The WorkPlace of any litigation that relates to the services directly or indirectly financed under the Contract or that has the potential to impair the ability of Contractor to fulfill the terms and conditions of the Contract, including but not limited to financial, legal or any other situation which may prevent Contractor from meeting its obligations under the Contract.

Contractor agrees that the sole and exclusive means for the presentation of any dispute, controversy or claim arising out of or relating to the Contract shall be submitted to binding arbitration conducted in accordance with the American Arbitration Association rules (the "Rules"). Arbitration shall be held in *Bridgeport, Connecticut*, before a panel of at least one (1) arbitrator. Judgment upon the award rendered by the panel of arbitrators may be entered in any court having jurisdiction thereof or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

20. **LIMITATION OF COST**

(A) It is expressly understood and agreed that in no event will the total amount to be paid to Contractor under this agreement exceed the contract amount set forth on the face page of the Contract.

(B) Contractor shall conform to the line item category set forth in Part IV Budget Summary, and as to each line item shall expend no more than the amount set forth in said provision, except upon the written consent of The WorkPlace.

(C) Such funds will generally be made available by The WorkPlace to Contractor on a reimbursable basis, for eligible costs which are defined as being those costs which are necessary and reasonable for the proper administration and performance of services to be provided under the Contract. However, if The WorkPlace finds that Contractor is unable to function on such a basis, The WorkPlace may provide funds to Contractor for eligible costs on either an advance or working capital advance basis, as prescribed by The WorkPlace policy and procedures.

(D) It is expressly understood and agreed that Contractor shall maintain ultimate liability for expenditures made under the Contract. This provision shall not be construed to limit the prerogative of Contractor to pass liability through Contract or written agreement in accordance with paragraph 11.

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21. PAYMENT

Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by The WorkPlace, within sixty (60) days after invoice receipt.

22. ASSIGNABILITY

Contractor shall not assign, transfer or subcontract any interest in this agreement without prior consent of The WorkPlace.

23. SEVERANCE OF PROVISIONS

If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

24. AMENDMENTS AND MODIFICATIONS

This agreement can be amended or modified at any time during its term provided that the mutually agreed upon changes or additions are written and executed by both (all) parties to the agreement.

Formal written amendment of the Contract is required for extensions to the final date of the Contract period and to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to:

- a. revisions to the maximum contract payment,
- b. the unit cost of service,
- c. the contract's objectives, services, or plan,
- d. due dates for reports,
- e. completion of objectives or services, and
- f. any other contract revisions determined material by The WorkPlace.

25. REBATES, REFUNDS AND INCOME

(A) Contractor agrees that any refunds, rebates, credits or other amounts accruing to or received by Contractor under the Contract shall be paid by Contractor to The WorkPlace to the extent that they are properly allocable to costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of the Contract, within sixty (60) calendar days from the termination of the Contract.

(B) Contractor agrees to advise the Program Manager, in writing, of any forthcoming income resulting from lease/rental rebates or other rebates, interests, credits or any other monies or financial benefits to be received directly or indirectly because of or generated by these award dollars. Appropriate action must be taken to ensure that The WorkPlace is reimbursed proportionally from such income.

26. POLITICAL ACTIVITIES

No refunds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services or for the employment of assignment of personnel in a manner supporting or resulting in the identification of programs conducted pursuant to the Contract with (1) any partisan or non-partisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office, (2) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election, or (3) any voter registration activity. In addition, Contractor further agrees to the limitations of the Hatch Act (5 USC 1502(a), 18 USC 595) when Federal funds are involved.

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27. LAYOFF CERTIFICATION

Contractor agrees that no Program Client will be employed pursuant to this agreement in a job from which an employee of said Contractor has been laid off and still holds recall rights pursuant to a collective bargaining agreement or published employer policy, or where there is no collective bargaining agreement or policy governing recall rights, that Contractor shall not hire a Program Client for a job from which an employee had been laid off within the past year.

Contractor further agrees that it shall not terminate the employment of any of its employees or otherwise reduce its workforce with the intention of filling a vacancy so created with a Program Client hired pursuant to the Contract.

28. ACKNOWLEDGEMENT

Contractor acknowledges that any Program Client employed pursuant to the Contract is an employee for state and federal labor law purposes. Contractor agrees to comply with such laws.

29. PERFORMANCE AND MONITORING

(A) The WorkPlace may make informal visits of reasonable frequency and duration with advance notice for the purpose of program monitoring and evaluation. Such visits may include the examination of a reasonable number of Program Client files and records.

(B) The WorkPlace shall monitor Contractor's overall performance, inform Contractor of any specific program deficiencies, and make requests for corrective action when necessary.

(C) Contractor agrees to cooperate with The WorkPlace by providing any performance reports or information requested by The WorkPlace for the purposes of evaluating the activities funded by the Contract. A time schedule for regular reporting will be determined by The WorkPlace.

(D) Contractor shall provide The WorkPlace with access to any and all records which pertain to Program Clients served under the Contract in Contractor's possession and/or in the possession of any subcontractor(s) under the Contract and shall provide The WorkPlace with copies of such records upon request.

30. WITHHOLDING

Contractor shall not be relieved of liability to The WorkPlace for damages sustained by The WorkPlace by virtue of any breach of the agreement by Contractor, and The WorkPlace may withhold any payments to Contractor for the purpose of set-off until such time as the exact amount of damages to The WorkPlace is determined.

31. ASSURANCES

For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(A) Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, genetics, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, genetics, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts,

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concerning the employment practices and procedures of Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(B) If the contract is a public works contract, Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

33. EXECUTIVE ORDERS

The contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. At Contractor's request, the client agency shall provide a copy of these orders to Contractor. The contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

34. VETERAN'S PRIORITY PROVISIONS

The Jobs for Veterans Act (Pub. L. 107-288) provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by Department of Labor (DOL). Contractors are required to provide priority of services for veterans and eligible spouses pursuant to 20 CFR part 1010, the regulations implementing priority of service for veterans and eligible spouses in Department of Labor job training programs under the Jobs for Veterans Act published at 73 Fed. Reg. 78132 on December 19, 2008. In circumstances where a Contractor must choose between two equally qualified candidates for training, one of whom is a veteran, the Jobs for Veterans Act requires that Contractors give the veteran priority of service by admitting him or her into the program. To obtain priority of service a veteran must meet the program's eligibility requirements. Contractors must comply with DOL guidance on veterans' priority. Currently, ETA Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) provides general guidance on the scope of the Job for Veterans Act and its effect on current employment and training programs. TEGL No. 5-03, along with additional guidance, is available at the "Jobs for Veterans Priority of Service" Web site: <http://www.doleta.gov/programs/vets>.

35. INSURANCE

(A) Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under the Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. Contractor's insurance must be sufficient to satisfy its obligations under the Contract and to "save harmless" The WorkPlace from any claims, suits or demands that may be asserted against it by reason of any act or omission of the Contractor, subcontractor or employees of either the Contractor or subcontractor(s) in providing services under the Contract. Contractor shall name The WorkPlace as an additional insured on the policy.

(B) The insurance requirements herein are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The WorkPlace in no way warrants that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under the Contract by Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

(C) Neither approval by The WorkPlace nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by the

Contract. Compliance with the insurance requirements of the Contract shall not limit the liability of the Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under the Contract or otherwise. The WorkPlace reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

36. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless The WorkPlace and its successors and assigns from and against all (a) actions, suits, claims, demands, investigations and legal or administrative proceedings pending or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity, in any forum (collectively, "claims") arising in connection with the Contract out of acts of commission or omission (collectively, the "acts") by Contractor or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom Contractor is in privity of oral or written contract (collectively, "Contractor Parties"); (b) liabilities arising in connection with the Contract, out of Contractor's or Contractor's Parties' acts concerning its or their duties and obligations as set forth in the Contract; and (c) damages, losses, costs and expenses, investigative costs and attorneys' and other professionals' fees, that may arise out of such claims and/or liabilities.

This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that The WorkPlace shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of The WorkPlace, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of the Contract, the Contractor agrees to waive all rights of subrogation against The WorkPlace, its officers, officials, agents and employees for losses arising from the work performed by Contractor for The WorkPlace.

37. CAMPAIGN CONTRIBUTIONS RESTRICTION PROVISION

On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000.00 or more, or a combination or series of such agreements or contracts having a value of \$100,000.00 or more, the authorized signatory to this agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, which is set forth below, and will inform its principals of the contents of the notice. See SEEC Form 10 (reproduced and inserted below).

38. CONFLICT OF INTEREST

Contractor shall establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by desire for private financial gain for themselves or others, particularly those with whom they have family, business, or other relationships. Contractor's personnel shall not accept gratuities, favors, etc., from subcontractors or potential subcontractors.

39. ENTIRE CONTRACT

The Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof.

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ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to

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all interests in real property acquired for project purposes regardless of Federal participation in purchases.

- 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 9. Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 12. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 13. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 14. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching,

or other activities supported by this award of assistance.

- 15. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 16. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 17. Will comply with the provisions of OMB Circular A-110 Appendix A (codified at 2 CFR Part 215). These include: (a) Executive Order of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."; (b) Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c); (c) Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7); (d) Contract Work Hours and Safety Standards Act (40 U.S.C. 327- 333); (e) Rights to Inventions Made Under a Contract or Agreement-- Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by the awarding agency; (f) Clean Air Act (42 U.S.C. 7401 et seq.); (g) Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.); (h) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); and, (i) Debarment and Suspension (E.O.s 12549 and 12689).
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

The City of Milford - Employment and Training Administration

Name of Organization

Signature of Authorized Official

Date

Benjamin G. Blake, Mayor - City of Milford

Name and Title of Authorized Official

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CERTIFICATION RESOLUTION

Instructions Regarding Certification of Signatory

In order to execute a contract, The WorkPlace, Inc. requires from non-governmental entities that a certified copy of a corporate resolution accompany each contract.

The certification must bear an original signature by an officer of the corporation, preferably the Secretary, other than the person authorized to execute the contract. The certification shall bear the seal of the corporation.

The certification should recite the following:

- 1) the name of the body adopting the resolution;
- 2) the date of the adoption;
- 3) the date of the certification; and
- 4) the title of the certifier

The resolution itself must authorize someone to execute the particular contract. The resolution must state the name or name/title of the person authorized to execute the contract. If the resolution only states the title, the State requires a certification by a corporate officer as to the name of the individual who holds the office.

The resolution must be adopted prior to the execution of the Contract, otherwise the resolution may be treated as a ratification when there is sufficient information to determine the execution of the particular contract. However, a ratification document is preferable.

Certification, whether they are for resolutions, by-laws, or minutes should be updated annually.

The following certification resolution is an example of the format that should be used.

CERTIFICATION RESOLUTION	
<p>I, <i>name of officer</i> , <i>title of officer</i> of <i>name of contracting entity</i> , named as the Contractor in this instrument and existing under the laws of the State of <i>name of state</i> , do hereby certify that the following is a true and correct copy of a resolution and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:</p>	
<p>RESOLVED: That <i>name of signing officer</i> , the <i>title of signing officer</i> of <i>name of contracting entity</i> , is empowered and authorized to execute and deliver in the name of and on behalf of the above named entity.</p>	
<p><i>If the Company has a seal:</i> IN WITNESS HEREOF, the undersigned has affixes his/her signature and the corporate seal of the corporation this day of _____ , 20 ____ .</p>	
<p><i>If the Company has no seal:</i> IN WITNESS HEREOF, the undersigned has affixes his/her signature this _____ day of _____ , 20 ____ . The Company has no corporate seal.</p>	
<p>(Corporate Seal if Applicable)</p>	<p>_____ Signature of Officer</p>

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS PRIMARILY COVERED TRANSACTIONS**

Instructions for Certification

By signing and submitting this proposal, Contractor is providing the certification as set out below.

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, The Workplace may pursue available remedies, including suspension and/or debarment.
2. Contractor shall provide immediate written notice to the person to which the Contract is submitted if at any time Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which the Contract is submitted for assistance in obtaining a copy of those regulations.

Before signing certification read all the instructions which are an integral part of the certification.

1. Contractor certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Commonwealth, any other state, or Federal department or agency.
2. Contractor further certifies that it will provide immediate written notice to The Workplace if Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. Contractor agrees that it will not subcontract or employ any individual/subcontractor who is currently suspended or disbarred by the State of Connecticut or federal government.

Signature of Authorized Representative

Date

Benjamin G. Blake, Mayor - City of Milford

Name and Title of Authorized Representative

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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal or State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person(s) for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, a State Representative, or an employee of a Member of Congress in connection with the awarding of any Federal or State contract, the making of any Federal or State grant, the making of any Federal or State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal or State appropriated funds have been paid or will be paid to any person(s) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, a State Representative, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all* sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all* sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The City of Milford - Employment and Training Administration

Certified Nurses Assistant Program

Grantee/Contractor Organization

Program/Title

Benjamin G. Blake, Mayor

Name of Certifying Official

Signature

Date

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1. Publishing a statement notifying employees that the unlawful manufactures, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 2. Establishing an on-going drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required in paragraph (a);
 - 4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such violation;
 - 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 - 6. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- B. The grantee shall insert in the space provided below, or include as a separate attachment, a listing of the site(s) for the performance of work done in connection with the specific grant:

150 Gulf Street and 35 Mathew Street, Milford, CT 06460

Place of Performance (Street address, city, county, State, zip code)

City of Milford - Employment and Training Administration

Name of Organization

Benjamin G. Blake, Mayor

Name and Title of Authorized Representative

Signature

Date



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Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

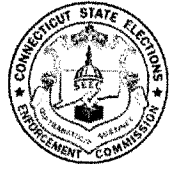
The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 1/11

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DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates.

“State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

“Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

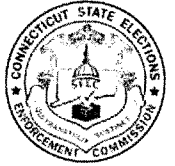
“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

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ACKNOWLEDGEMENT OF RECEIPT

SIGNATURE

DATE (mm/dd/yyyy)

NAME OF SIGNER

First Name

Benjamin

MI

G.

Last Name

Blake

Suffix

TITLE

Mayor

COMPANY NAME

City of Milford

Additional information may be found on the website of the State Elections Enforcement
Commission, www.ct.gov/seec
Click on the link to "Lobbyist/Contractor Limitations"

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**RESOLUTION RE: ESTABLISHMENT OF ACCOUNTS
RELATED TO OPIOID REMEDIATION**

WHEREAS, the City of Milford is a participating subdivision in nationwide litigation brought by states and local subdivisions against pharmaceutical distributors McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), as well as manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively “J&J”) regarding the opioid epidemic; and

WHEREAS, settlement agreements dated as of July 21, 2021, between the Distributors, J&J and the states and local subdivisions (the “Settlements”) provide for distribution of funds to the states and local subdivisions for abatement of the opioid epidemic and to impose transformative changes in the way the Distributors and J&J conduct their business; and

WHEREAS, the Distributors will pay a maximum of \$21 billion over 18 years, and Janssen will pay a maximum of \$5 billion over no more than nine years (“Settlement Funds”), with approximately \$22.8 billion in Settlement Funds payable to the states and local subdivisions; and

WHEREAS, the Distributors made an initial deposit of Settlement Funds into escrow at the end of September 2021, with additional deposits by J&J and the Distributors in early Summer of 2022, and Settlement Funds have begun to flow to the states and local subdivisions; and

WHEREAS, the Settlements provide for Settlement Funds to be utilized for a broad range of opioid remediation, including, but not limited to, intervention, treatment, education, and recovery services; and

WHEREAS, the City of Milford will benefit from the effects of the opioid remediation efforts funded by the Settlements.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Milford that the Finance Director is hereby authorized and directed to establish a dedicated Special Revenue Fund account, for the purpose of depositing all monies received by the City pursuant to the Settlements.

It is further resolved that the Finance Director is hereby authorized and directed to establish a dedicated Reserve Fund from which the Mayor and Finance Director, or their designees, are authorized to expend monies received pursuant to the Settlements for the purpose of opioid remediation.

8f

RESOLUTION RE: OPTING OUT OF THE PROVISIONS OF PUBLIC ACT 21-29 REGARDING NUMBER OF PARKING SPACES AND ACCESSORY APARTMENTS

WHEREAS, Connecticut Public Act 21-29 (PA 21-29) modifies Section 8-2 of the Connecticut General Statutes to limit the number of parking spaces which may be required by zoning regulations for multi-family developments; and

WHEREAS, PA 21-29 further modifies Section 8-2 of the Connecticut General Statutes to establish specific provisions regarding zoning regulations for accessory apartments; and

WHEREAS, unless a municipality affirmatively votes to opt out therefrom, local zoning regulations would be required to adhere to the PA 21-29 provisions regarding multifamily parking spaces and accessory apartments; and

WHEREAS, no municipality may opt out of the accessory apartment provisions of section 8-2 of the Connecticut General Statutes, as amended by PA 21-29, on or after January 1, 2023; and

WHEREAS, the Planning and Zoning Commission of a municipality, by a two-thirds vote, may initiate the process by which such municipality opts out of the PA 21-29 provisions regarding limitations on parking spaces and accessory apartments; and

WHEREAS, on August 2, 2022, the Milford Planning & Zoning Commission, by a super majority vote, resolved to opt out from the minimum parking requirement and accessory apartment provisions of Section 8-2, of the CT General Statutes, as amended by the applicable provisions of PA 21- 29; and

WHEREAS, the Board of Aldermen desires to retain local zoning control over the regulation of minimum parking requirements and accessory apartments by opting out of the provisions of PA 21-29 regarding parking spaces and accessory apartments.

NOW, THEREFORE, BE IT RESOLVED, the Milford Board of Aldermen, by a two-thirds vote, hereby opts out from the minimum parking requirement and accessory apartment provisions of Section 8-2, of the CT General Statutes, as amended by the applicable provisions of PA 21- 29.

8f



City of Milford, Connecticut


Founded 1639
70 West River Street • Milford, Connecticut • 06460-3317
www.ci.milford.ct.us

Department of Permitting
and Land Use

David B. Sulkis, A.I.C.P.
City Planner

TRANSMITTAL

TO: Mayor Benjamin G. Blake

FROM: David B. Sulkis, A.I.C.P., City Planner 

DATE: August 10, 2022

RE: Accessory Apartment/ADU Opt-out

Please find attached the opt-out resolution signed by Jim Quish, PZ Board Chair, and me, dated August 2, 2022.

Thank you.

cc: J. Griffith
J. Berchem

Milford Department of Permitting and Land Use

Building: 203-783-3234
Planning and Zoning: 203-783-3243
Wetlands: 203-783-3256

Fax/Building: 202-783-3453
Fax/Planning and Zoning/Wetlands: 203-783-3141
Director: 202-781-3374

8f

CITY OF MILFORD, CT – Planning and Zoning Commission

WHEREAS, Connecticut Public Act 21-29 (PA 21-29) modifies Section 8-2 of the Connecticut General Statutes to limit the number of parking spaces which may be required by zoning regulations for multi-family developments.

WHEREAS, PA 21-29 further modifies Section 8-2 of the Connecticut General Statutes to establish specific provisions regarding zoning regulations for accessory apartments.

WHEREAS, unless a municipality affirmatively votes to opt out therefrom, local zoning regulations would be required to adhere to the PA 21-29 provisions regarding multifamily parking spaces and accessory apartments.

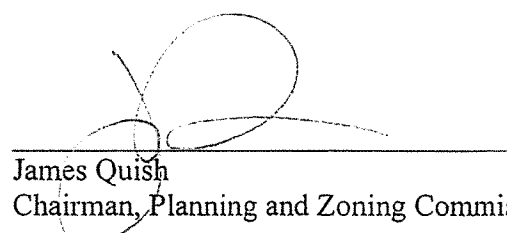
WHEREAS, no municipality may opt out of the accessory apartment provisions of section 8- 2 of the CT General Statutes, as amended by PA 21-29, on or after January 1, 2023,

WHEREAS, The Planning and Zoning Commission of a municipality, by a two-thirds vote, may initiate the process by which such municipality opts out of the PA 21-29 provisions regarding limitations on parking spaces and accessory apartments,

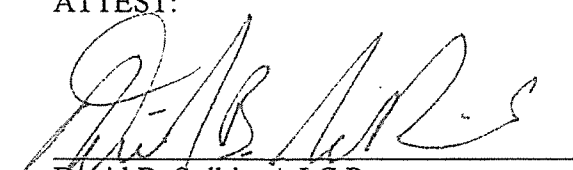
WHEREAS, the Milford Planning & Zoning Commission desires to retain local zoning control over the regulation of minimum parking requirements and accessory apartments by opting out of the provisions of PA 21-29 regarding parking spaces and accessory apartments,

NOW, THEREFORE, BE IT RESOLVED, the Milford Planning & Zoning Commission hereby opts out from the minimum parking requirement and accessory apartment provisions of Section 8-2, of the CT General Statutes, as amended by the applicable provisions of PA 21- 29.

Dated at Milford, Connecticut this 2nd day of August 2022.


James Quish
Chairman, Planning and Zoning Commission

ATTEST:


David B. Sulkis, A.I.C.P.
City Planner/Executive Secretary



City of Milford, Connecticut

- Founded 1639 -

70 West River Street - Milford, CT 06460-3317
Tel 203-783-3217 FAX 203-783-3362

Office of
Tax Collector

11 a.

To: Board of Aldermen

From: Cory Gumbrewicz
Tax Collector

Date: September 12, 2022

Re: Refunds

See attached computer listing of refunds direct to taxpayers and/or banks.

The Total Refunds for the September 12, 2022 meeting is \$43,660.07.

Explanation of the attached computer printout is as follows:

1. Transaction # located at top left of printout is for our internal Cash register (audit trail).
2. List # corresponds to the account overpaid.
3. Year corresponds with the Grand List Date.
4. Type corresponds with the following:

R	=	Real Estate
U	=	Sewer Service
M	=	Motor Vehicle
S	=	Supplemental Motor Vehicle
P	=	Personal Property
A	=	Sewer Main
L	=	Sewer Lateral
X	=	Prorate Bill

City of Milford
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<u>Seq</u>	<u>List</u>	<u>Year</u>	<u>TY</u>	<u>Name</u>	<u>Principal</u> <u>Paid</u>	<u>Interest</u> <u>Paid</u>	<u>Lien</u> <u>Paid</u>	<u>Fee/Bond</u> <u>Paid</u>	<u>Total</u> <u>Paid Due</u>	<u>Balance</u> <u>Due</u>
2	331911	2019	M	JP MORGAN CHASE BANK NA REFUND	-319.81	0.00	0.00	0.00	-319.81	0.00
				Check: -319.81						
				REF JP MORGAN CHASE						
3	431020	2020	M	JP MORGAN CHASE BANK NA REFUND	-267.31	0.00	0.00	0.00	-267.31	0.00
				Check: -267.31						
				REF JP MORGAN CHASE						
4	431021	2020	M	JP MORGAN CHASE BANK NA REFUND	-115.72	0.00	0.00	0.00	-115.72	0.00
				Check: -115.72						
				REF JP MORGAN CHASE						
5	431032	2020	M	JP MORGAN CHASE BANK NA REFUND	-347.27	0.00	0.00	0.00	-347.27	0.00
				Check: -347.27						
				REF JP MORGAN CHASE						
6	431076	2020	M	JP MORGAN CHASE BANK NA REFUND	-311.30	0.00	0.00	0.00	-311.30	0.00
				Check: -311.30						
				REF JP MORGAN CHASE						
7	431095	2020	M	JP MORGAN CHASE BANK NA REFUND	-412.53	0.00	0.00	0.00	-412.53	0.00
				Check: -412.53						
				REF JP MORGAN CHASE						
8	431110	2020	M	JP MORGAN CHASE BANK NA REFUND	-330.00	0.00	0.00	0.00	-330.00	0.00
				Check: -330.00						
				REF JP MORGAN CHASE						
9	431166	2020	M	JP MORGAN CHASE BANK NA REFUND	-287.53	0.00	0.00	0.00	-287.53	0.00
				Check: -287.53						
				REF JP MORGAN CHASE						
10	431189	2020	M	JP MORGAN CHASE BANK NA REFUND	-27.34	0.00	0.00	0.00	-27.34	0.00
				Check: -27.34						
				REF JP MORGAN CHASE						
11	431226	2020	M	JP MORGAN CHASE BANK NA REFUND	-269.84	0.00	0.00	0.00	-269.84	0.00
				Check: -269.84						
				REF JP MORGAN CHASE						
12	431241	2020	M	JP MORGAN CHASE BANK NA REFUND	-171.26	0.00	0.00	0.00	-171.26	0.00
				Check: -171.26						
				REF JP MORGAN CHASE						
13	431246	2020	M	JP MORGAN CHASE BANK NA REFUND	-305.24	0.00	0.00	0.00	-305.24	0.00
				Check: -305.24						
				REF JP MORGAN CHASE						

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14	431276	2020	M	JP MORGAN CHASE BANK NA	-63.72	0.00	0.00	0.00	-63.72	0.00
				REFUND						
				Check: -63.72						
				REF JP MORGAN CHASE						
15	431277	2020	M	JP MORGAN CHASE BANK NA	-210.00	0.00	0.00	0.00	-210.00	0.00
				REFUND						
				Check: -210.00						
				REF JP MORGAN CHASE						
16	431288	2020	M	JP MORGAN CHASE BANK NA	-39.60	0.00	0.00	0.00	-39.60	0.00
				REFUND						
				Check: -39.60						
				REF JP MORGAN CHASE						
17	431319	2020	M	JP MORGAN CHASE BANK NA	-369.43	0.00	0.00	0.00	-369.43	0.00
				REFUND						
				Check: -369.43						
				REF JP MORGAN CHASE						
18	431325	2020	M	JP MORGAN CHASE BANK NA	-39.32	0.00	0.00	0.00	-39.32	0.00
				REFUND						
				Check: -39.32						
				REF JP MORGAN CHASE						
19	431337	2020	M	JP MORGAN CHASE BANK NA	-425.86	0.00	0.00	0.00	-425.86	0.00
				REFUND						
				Check: -425.86						
				REF JP MORGAN CHASE						
20	431388	2020	M	JP MORGAN CHASE BANK NA	-70.14	0.00	0.00	0.00	-70.14	0.00
				REFUND						
				Check: -70.14						
				REF JP MORGAN CHASE						
21	431434	2020	M	JP MORGAN CHASE BANK NA	-475.02	0.00	0.00	0.00	-475.02	0.00
				REFUND						
				Check: -475.02						
				REF JP MORGAN CHASE						
22	521621	2021	M	JP MORGAN CHASE BANK NA	-207.73	0.00	0.00	0.00	-207.73	0.00
				REFUND						
				Check: -207.73						
				REF JP MORGAN CHASE						
23	521636	2021	M	JP MORGAN CHASE BANK NA	-278.87	0.00	0.00	0.00	-278.87	0.00
				REFUND						
				Check: -278.87						
				REF JP MORGAN CHASE						
24	521644	2021	M	JP MORGAN CHASE BANK NA	-196.68	0.00	0.00	0.00	-196.68	0.00
				REFUND						
				Check: -196.68						
				REF JP MORGAN CHASE						
25	521861	2021	M	JP MORGAN CHASE BANK NA	-236.10	0.00	0.00	0.00	-236.10	0.00
				REFUND						
				Check: -236.10						
				REF JP MORGAN CHASE						

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26	521904	2021	M	JP MORGAN CHASE BANK NA REFUND	-87.34	0.00	0.00	0.00	-87.34	0.00
				Check: -87.34						
				REF JP MORGAN CHASE						
27	521956	2021	M	JP MORGAN CHASE BANK NA REFUND	-390.01	0.00	0.00	0.00	-390.01	0.00
				Check: -390.01						
				REF JP MORGAN CHASE						
28	904770	2020	S	JP MORGAN CHASE BANK NA REFUND	-210.00	0.00	0.00	0.00	-210.00	0.00
				Check: -210.00						
				REF JP MORGAN CHASE						
29	904777	2020	S	JP MORGAN CHASE BANK NA REFUND	-364.37	0.00	0.00	0.00	-364.37	0.00
				Check: -364.37						
				REF JP MORGAN CHASE						
30	904781	2020	S	JP MORGAN CHASE BANK NA REFUND	-255.23	0.00	0.00	0.00	-255.23	0.00
				Check: -255.23						
				REF JP MORGAN CHASE						
31	904811	2020	S	JP MORGAN CHASE BANK NA REFUND	-34.86	0.00	0.00	0.00	-34.86	0.00
				Check: -34.86						
				REF JP MORGAN CHASE						
32	904838	2020	S	JP MORGAN CHASE BANK NA REFUND	-92.68	0.00	0.00	0.00	-92.68	0.00
				Check: -92.68						
				REF JP MORGAN CHASE						
Total Bills: -7,212.11					Total Recv'd: -7,212.11	Change Due: 0.00				
33	451614	2020	M	TOYOTA LEASE TRUST REFUND	-189.78	0.00	0.00	0.00	-189.78	0.00
				Check: -189.78						
				REF TOYOTA						
34	451625	2020	M	TOYOTA LEASE TRUST REFUND	-149.84	0.00	0.00	0.00	-149.84	0.00
				Check: -149.84						
				REF TOYOTA						
35	451639	2020	M	TOYOTA LEASE TRUST REFUND	-333.58	0.00	0.00	0.00	-333.58	0.00
				Check: -333.58						
				REF TOYOTA						
36	451670	2020	M	TOYOTA LEASE TRUST REFUND	-366.08	0.00	0.00	0.00	-366.08	0.00
				Check: -366.08						
				REF TOYOTA						
37	451672	2020	M	TOYOTA LEASE TRUST REFUND	-379.09	0.00	0.00	0.00	-379.09	0.00
				Check: -379.09						

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REF TOYOTA										
38	451676	2020	M	TOYOTA LEASE TRUST	-160.74	0.00	0.00	0.00	-160.74	0.00
	REFUND									
	Check: -160.74									
REF TOYOTA										
39	451678	2020	M	TOYOTA LEASE TRUST	-243.90	0.00	0.00	0.00	-243.90	0.00
	REFUND									
	Check: -243.90									
REF TOYOTA										
40	451702	2020	M	TOYOTA LEASE TRUST	-383.61	0.00	0.00	0.00	-383.61	0.00
	REFUND									
	Check: -383.61									
REF TOYOTA										
41	451719	2020	M	TOYOTA LEASE TRUST	-128.36	0.00	0.00	0.00	-128.36	0.00
	REFUND									
	Check: -128.36									
REF TOYOTA										
42	451729	2020	M	TOYOTA LEASE TRUST	-313.77	0.00	0.00	0.00	-313.77	0.00
	REFUND									
	Check: -313.77									
REF TOYOTA										
43	451751	2020	M	TOYOTA LEASE TRUST	-355.74	0.00	0.00	0.00	-355.74	0.00
	REFUND									
	Check: -355.74									
REF TOYOTA										
44	451755	2020	M	TOYOTA LEASE TRUST	-184.34	0.00	0.00	0.00	-184.34	0.00
	REFUND									
	Check: -184.34									
REF TOYOTA										
45	451779	2020	M	TOYOTA LEASE TRUST	-209.18	0.00	0.00	0.00	-209.18	0.00
	REFUND									
	Check: -209.18									
REF TOYOTA										
46	451798	2020	M	TOYOTA LEASE TRUST	-138.02	0.00	0.00	0.00	-138.02	0.00
	REFUND									
	Check: -138.02									
REF TOYOTA										
47	451806	2020	M	TOYOTA LEASE TRUST	-241.66	0.00	0.00	0.00	-241.66	0.00
	REFUND									
	Check: -241.66									
REF TOYOTA										
48	451839	2020	M	TOYOTA LEASE TRUST	-479.20	0.00	0.00	0.00	-479.20	0.00
	REFUND									
	Check: -479.20									
REF TOYOTA										
49	451843	2020	M	TOYOTA LEASE TRUST	-638.43	0.00	0.00	0.00	-638.43	0.00
	REFUND									
	Check: -638.43									
REF TOYOTA										

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50	451859	2020	M	TOYOTA LEASE TRUST REFUND	-270.96	0.00	0.00	0.00	-270.96	0.00
				Check: -270.96						
				REF TOYOTA						
51	451864	2020	M	TOYOTA LEASE TRUST REFUND	-379.09	0.00	0.00	0.00	-379.09	0.00
				Check: -379.09						
				REF TOYOTA						
52	451876	2020	M	TOYOTA LEASE TRUST REFUND	-128.36	0.00	0.00	0.00	-128.36	0.00
				Check: -128.36						
				REF TOYOTA						
53	451893	2020	M	TOYOTA LEASE TRUST REFUND	-207.18	0.00	0.00	0.00	-207.18	0.00
				Check: -207.18						
				REF TOYOTA						
54	451915	2020	M	TOYOTA LEASE TRUST REFUND	-96.36	0.00	0.00	0.00	-96.36	0.00
				Check: -96.36						
				REF TOYOTA						
55	451933	2020	M	TOYOTA LEASE TRUST REFUND	-89.52	0.00	0.00	0.00	-89.52	0.00
				Check: -89.52						
				REF TOYOTA						
56	451952	2020	M	TOYOTA LEASE TRUST REFUND	-341.32	0.00	0.00	0.00	-341.32	0.00
				Check: -341.32						
				REF TOYOTA						
57	451953	2020	M	TOYOTA LEASE TRUST REFUND	-217.14	0.00	0.00	0.00	-217.14	0.00
				Check: -217.14						
				REF TOYOTA						
58	451988	2020	M	TOYOTA LEASE TRUST REFUND	-269.47	0.00	0.00	0.00	-269.47	0.00
				Check: -269.47						
				REF TOYOTA						
59	451997	2020	M	TOYOTA LEASE TRUST REFUND	-445.02	0.00	0.00	0.00	-445.02	0.00
				Check: -445.02						
				REF TOYOTA						
60	452012	2020	M	TOYOTA LEASE TRUST REFUND	-454.89	0.00	0.00	0.00	-454.89	0.00
				Check: -454.89						
				REF TOYOTA						
61	452017	2020	M	TOYOTA LEASE TRUST REFUND	-225.54	0.00	0.00	0.00	-225.54	0.00
				Check: -225.54						
				REF TOYOTA						

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62	452024	2020	M	TOYOTA LEASE TRUST	-350.76	0.00	0.00	0.00	-350.76	0.00
				REFUND						
				Check: -350.76						
				REF TOYOTA						
63	452038	2020	M	TOYOTA LEASE TRUST	-157.00	0.00	0.00	0.00	-157.00	0.00
				REFUND						
				Check: -157.00						
				REF TOYOTA						
64	452059	2020	M	TOYOTA LEASE TRUST	-397.82	0.00	0.00	0.00	-397.82	0.00
				REFUND						
				Check: -397.82						
				REF TOYOTA						
65	452061	2020	M	TOYOTA LEASE TRUST	-379.09	0.00	0.00	0.00	-379.09	0.00
				REFUND						
				Check: -379.09						
				REF TOYOTA						
66	452086	2020	M	TOYOTA LEASE TRUST	-521.34	0.00	0.00	0.00	-521.34	0.00
				REFUND						
				Check: -521.34						
				REF TOYOTA						
67	452099	2020	M	TOYOTA LEASE TRUST	-268.06	0.00	0.00	0.00	-268.06	0.00
				REFUND						
				Check: -268.06						
				REF TOYOTA						
68	452112	2020	M	TOYOTA LEASE TRUST	-696.22	0.00	0.00	0.00	-696.22	0.00
				REFUND						
				Check: -696.22						
				REF TOYOTA						
69	542605	2021	M	TOYOTA LEASE TRUST	-388.54	0.00	0.00	0.00	-388.54	0.00
				REFUND						
				Check: -388.54						
				REF TOYOTA						
70	542690	2021	M	TOYOTA LEASE TRUST	-268.79	0.00	0.00	0.00	-268.79	0.00
				REFUND						
				Check: -268.79						
				REF TOYOTA						
71	542744	2021	M	TOYOTA LEASE TRUST	-307.36	0.00	0.00	0.00	-307.36	0.00
				REFUND						
				Check: -307.36						
				REF TOYOTA						
72	542755	2021	M	TOYOTA LEASE TRUST	-99.72	0.00	0.00	0.00	-99.72	0.00
				REFUND						
				Check: -99.72						
				REF TOYOTA						
73	542803	2021	M	TOYOTA LEASE TRUST	-51.08	0.00	0.00	0.00	-51.08	0.00
				REFUND						
				Check: -51.08						
				REF TOYOTA						

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<u>Seq</u>	<u>List</u>	<u>Year</u>	<u>TY</u>	<u>Name</u>	<u>Principal</u> <u>Paid</u>	<u>Interest</u> <u>Paid</u>	<u>Lien</u> <u>Paid</u>	<u>Fee/Bond</u> <u>Paid</u>	<u>Total</u> <u>Paid Due</u>	<u>Balance</u> <u>Due</u>
74	542822	2021	M	TOYOTA LEASE TRUST REFUND	-637.20	0.00	0.00	0.00	-637.20	0.00
				Check: -637.20						
				REF TOYOTA						
75	542833	2021	M	TOYOTA LEASE TRUST REFUND	-694.76	0.00	0.00	0.00	-694.76	0.00
				Check: -694.76						
				REF TOYOTA						
76	542879	2021	M	TOYOTA LEASE TRUST REFUND	-583.05	0.00	0.00	0.00	-583.05	0.00
				Check: -583.05						
				REF TOYOTA						
77	542881	2021	M	TOYOTA LEASE TRUST REFUND	-272.35	0.00	0.00	0.00	-272.35	0.00
				Check: -272.35						
				REF TOYOTA						
78	542950	2021	M	TOYOTA LEASE TRUST REFUND	-281.60	0.00	0.00	0.00	-281.60	0.00
				Check: -281.60						
				REF TOYOTA						
79	543007	2021	M	TOYOTA LEASE TRUST REFUND	-676.10	0.00	0.00	0.00	-676.10	0.00
				Check: -676.10						
				REF TOYOTA						
80	543017	2021	M	TOYOTA LEASE TRUST REFUND	-264.00	0.00	0.00	0.00	-264.00	0.00
				Check: -264.00						
				REF TOYOTA						
81	543020	2021	M	TOYOTA LEASE TRUST REFUND	-259.60	0.00	0.00	0.00	-259.60	0.00
				Check: -259.60						
				REF TOYOTA						
82	543027	2021	M	TOYOTA LEASE TRUST REFUND	-371.24	0.00	0.00	0.00	-371.24	0.00
				Check: -371.24						
				REF TOYOTA						
83	908804	2020	S	TOYOTA LEASE TRUST REFUND	-104.87	0.00	0.00	0.00	-104.87	0.00
				Check: -104.87						
				REF TOYOTA						
84	908930	2020	S	TOYOTA LEASE TRUST REFUND	-405.89	0.00	0.00	0.00	-405.89	0.00
				Check: -405.89						
				REF TOYOTA						
85	908994	2020	S	TOYOTA LEASE TRUST REFUND	-150.36	0.00	0.00	0.00	-150.36	0.00
				Check: -150.36						
				REF TOYOTA						

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<u>Seq</u>	<u>List</u>	<u>Year</u>	<u>TY</u>	<u>Name</u>	<u>Principal</u> <u>Paid</u>	<u>Interest</u> <u>Paid</u>	<u>Lien</u> <u>Paid</u>	<u>Fee/Bond</u> <u>Paid</u>	<u>Total</u> <u>Paid Due</u>	<u>Balance</u> <u>Due</u>
86	908995	2020	S	TOYOTA LEASE TRUST	-69.37	0.00	0.00	0.00	-69.37	0.00
REFUND										
Check: -69.37										
REF TOYOTA										
Total Bills: 16,676.34					Total Recv'd: -16,676.34		Change Due: 0.00			
87	20609	2021	R	SHEPPARD DAVID S & ELIZABETH E & SU	-4,237.08	0.00	0.00	0.00	-4,237.08	4,237.08
REFUND										
Check: -4,237.08										
REF GAMSU CHARLES										
Total Bills: -4,237.08					Total Recv'd: -4,237.08		Change Due: 0.00			
88	21130	2021	U	HART LOUIS H	-341.04	0.00	0.00	0.00	-341.04	170.52
REFUND										
Check: -341.04										
REF HART LOUIS										
Total Bills: -341.04					Total Recv'd: -341.04		Change Due: 0.00			
89	503671	2021	M	BIRNEY CHRISTOPHER CORNISH	-20.22	0.00	0.00	0.00	-20.22	0.00
REFUND										
Check: -20.22										
REF BIRNEY CHRISTOPH										
90	503672	2021	M	BIRNEY CHRISTOPHER CORNISH	-1.86	0.00	0.00	0.00	-1.86	0.00
REFUND										
Check: -1.86										
REF BIRNEY CHRISTOPH										
Total Bills: -22.08					Total Recv'd: -22.08		Change Due: 0.00			
92	900394	2020	S	ARO SEPPO ODERT	-120.02	-3.60 *	0.00	0.00	-123.62	0.00
REFUND										
Check: -123.62										
REF ARLO SEPPO										
Total Bills: -123.62					Total Recv'd: -123.62		Change Due: 0.00			
93	501361	2021	M	ANGELES LUIS E	-38.37	0.00	0.00	0.00	-38.37	0.00
REFUND										
Check: -38.37										
REF ANGELES LUIS										
94	501362	2021	M	ANGELES LUIS E	-32.69	0.00	0.00	0.00	-32.69	0.00
REFUND										
Check: -32.69										
REF ANGELES LUIS										
Total Bills: -71.06					Total Recv'd: -71.06		Change Due: 0.00			
95	516218	2021	M	GIL HERMINIO	-23.71	0.00	0.00	0.00	-23.71	0.00
REFUND										
Check: -23.71										
REF GIL HERMINIO										

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<u>Seq</u>	<u>List</u>	<u>Year</u>	<u>TY</u>	<u>Name</u>	<u>Principal</u> <u>Paid</u>	<u>Interest</u> <u>Paid</u>	<u>Lien</u> <u>Paid</u>	<u>Fee/Bond</u> <u>Paid</u>	<u>Total</u> <u>Paid Due</u>	<u>Balance</u> <u>Due</u>
96	516220	2021	M	GIL HERMINIO	-160.80	0.00	0.00	0.00	-160.80	0.00
REFUND										
Check: -160.80										
REF GIL HERMINIO										
Total Bills: -184.51 Total Recv'd: -184.51 Change Due: 0.00										
97	523840	2021	M	KUNKEL SALLY G	-31.58	0.00	0.00	0.00	-31.58	0.00
REFUND										
Check: -31.58										
REF KUNKEL SALLY										
Total Bills: -31.58 Total Recv'd: -31.58 Change Due: 0.00										
98	518335	2021	M	HAYES MICHAEL T	-17.27	0.00	0.00	0.00	-17.27	0.00
REFUND										
Check: -17.27										
REF HAYES MICHAEL										
Total Bills: -17.27 Total Recv'd: -17.27 Change Due: 0.00										
99	514587	2021	M	FITZPATRICK DANIEL M	-11.94	0.00	0.00	0.00	-11.94	0.00
REFUND										
Check: -11.94										
REF FITZPATRICK DANI										
Total Bills: -11.94 Total Recv'd: -11.94 Change Due: 0.00										
100	528971	2021	M	MILLS MIRIAM H	-52.54	0.00	0.00	0.00	-52.54	0.00
REFUND										
Check: -52.54										
REF MILLS MIRIAM										
Total Bills: -52.54 Total Recv'd: -52.54 Change Due: 0.00										
101	526389	2021	M	MAILHOT MATTHEW J	-14.26	0.00	0.00	0.00	-14.26	0.00
REFUND										
Check: -14.26										
REF MAILHOT ANNE										
Total Bills: -14.26 Total Recv'd: -14.26 Change Due: 0.00										
102	3063	2021	R	CAVALLARO PETER J LIFE USE THEN TO	-2,933.14	0.00	0.00	0.00	-2,933.14	2,933.14
REFUND										
Check: -2,933.14										
REF MUTUAL SECTY										
Total Bills: -2,933.14 Total Recv'd: -2,933.14 Change Due: 0.00										
103	11100	2021	R	PICCO NATALE	-74.62	0.00	0.00	0.00	-74.62	0.00
REFUND										
Check: -74.62										
REF PICCO NATALE										
Total Bills: -74.62 Total Recv'd: -74.62 Change Due: 0.00										

Seq	List	Year	TY	Name	Principal Paid	Interest Paid	Lien Paid	Fee/Bond Paid	Total Paid Due	Balance Due	
104	17089	2020	R	SCHMIDT DEBORAH M	-273.33	0.00	0.00	0.00	-273.33	0.00	
REFUND											
Check: -273.33											
REF SCHMIDT DEBORAH											
105	17089	2021	R	SCHMIDT DEBORAH M	-6.12	0.00	0.00	0.00	-6.12	0.00	
REFUND											
Check: -6.12											
REF SCHMIDT DEBORAH											
106	447635	2020	M	SCHMIDT DEBORAH M	-16.42	0.00	0.00	0.00	-16.42	0.00	
REFUND											
Check: -16.42											
REF SCHMIDT DEBORAH											
Total Bills: -295.87					Total Recv'd: -295.87		Change Due: 0.00				
107	8731	2020	U	TITANIUM PROPERTIES LLC	-302.16	-18.12 *	0.00	0.00	-320.28	0.00	
REFUND											
Check: -320.28											
REF TITANIUM PROP.											
Total Bills: -320.28					Total Recv'd: -320.28		Change Due: 0.00				
108	416759	2020	M	CCAP AUTO LEASE LTD	-224.64	0.00	0.00	0.00	-224.64	0.00	
REFUND											
Check: -224.64											
REF CCAP											
109	416768	2020	M	CCAP AUTO LEASE LTD	-93.86	0.00	0.00	0.00	-93.86	0.00	
REFUND											
Check: -93.86											
REF CCAP											
110	416828	2020	M	CCAP AUTO LEASE LTD	-187.74	0.00	0.00	0.00	-187.74	0.00	
REFUND											
Check: -187.74											
REF CCAP											
111	416868	2020	M	CCAP AUTO LEASE LTD	-292.96	0.00	0.00	0.00	-292.96	0.00	
REFUND											
Check: -292.96											
REF CCAP											
112	416939	2020	M	CCAP AUTO LEASE LTD	-466.99	0.00	0.00	0.00	-466.99	0.00	
REFUND											
Check: -466.99											
REF CCAP											
113	506765	2021	M	CCAP AUTO LEASE LTD	-196.62	0.00	0.00	0.00	-196.62	0.00	
REFUND											
Check: -196.62											
REF CCAP											
115	506780	2021	M	CCAP AUTO LEASE LTD	-162.83	0.00	0.00	0.00	-162.83	0.00	
REFUND											
Check: -162.83											
REF CCAP											

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116	507054	2021	M	CCAP AUTO LEASE LTD	-323.26	0.00	0.00	0.00	-323.26	0.00
REFUND										
Check: -323.26										
REF CCAP										
117	901430	2020	S	CCAP AUTO LEASE LTD	-221.50	0.00	0.00	0.00	-221.50	0.00
REFUND										
Check: -221.50										
REF CCAP										
Total Bills: -3,198.76					Total Recv'd: -3,198.76		Change Due: 0.00			
118	540816	2021	M	STEINER JARED D	-10.31	0.00	0.00	0.00	-10.31	0.00
REFUND										
Check: -10.31										
REF STEINER JARED										
Total Bills: -10.31					Total Recv'd: -10.31		Change Due: 0.00			
119	525562	2021	M	LOPRESTI RICHARD C	-28.24	0.00	0.00	0.00	-28.24	0.00
REFUND										
Check: -28.24										
REF LOPRESIT RICHARD										
Total Bills: -28.24					Total Recv'd: -28.24		Change Due: 0.00			
120	506778	2021	M	CCAP AUTO LEASE LTD	-411.34	0.00	0.00	0.00	-411.34	0.00
REFUND										
Check: -411.34										
REF CAGGANELLO KELLI										
Total Bills: -411.34					Total Recv'd: -411.34		Change Due: 0.00			
121	507133	2021	M	CERCONE ALYSSA E	-12.49	0.00	0.00	0.00	-12.49	0.00
REFUND										
Check: -12.49										
REF CERCONE ALYSSA										
Total Bills: -12.49					Total Recv'd: -12.49		Change Due: 0.00			
122	515744	2021	M	GARRY JUDITH	-48.60	0.00	0.00	0.00	-48.60	0.00
REFUND										
Check: -48.60										
REF GARRY JUDITH										
Total Bills: -48.60					Total Recv'd: -48.60		Change Due: 0.00			
123	504639	2021	M	BRENNAN LAURIE A	-13.22	0.00	0.00	0.00	-13.22	0.00
REFUND										
Check: -13.22										
REF BRENNAN LAURIE										
Total Bills: -13.22					Total Recv'd: -13.22		Change Due: 0.00			
124	507654	2021	M	CHRISTIANI LINDA W	-10.84	0.00	0.00	0.00	-10.84	0.00
REFUND										
Check: -10.84										
REF CHRISTIANI LINDA										

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Total Bills: -10.84					Total Recv'd: -10.84		Change Due: 0.00			
125	544250	2021	M	VCFS AUTO LEASING CO	-255.66	0.00	0.00	0.00	-255.66	0.00
REFUND										
Check: -255.66										
REF VCFS										
Total Bills: -255.66					Total Recv'd: -255.66		Change Due: 0.00			
126	357886	2019	M	MCLEAN STEVEN P	-78.89	-2.37 *	0.00	0.00	-81.26	0.00
REFUND										
Check: -81.26										
REF MCLEAN STEVEN										
Total Bills: -255.66					Total Recv'd: -255.66		Change Due: 0.00			
127	456598	2020	M	MCLEAN STEVEN P	-77.42	-2.74 *	0.00	0.00	-80.16	0.00
REFUND										
Check: -80.16										
REF MCLEAN STEVEN										
Total Bills: -161.42					Total Recv'd: -161.42		Change Due: 0.00			
128	443379	2020	M	PIRES EUGENE	-34.79	-1.67 *	0.00	0.00	-36.46	0.00
REFUND										
Check: -36.46										
REF PIRES EUGENE										
Total Bills: -36.46					Total Recv'd: -36.46		Change Due: 0.00			
129	909025	2020	S	TRAUB STEPHEN I	-90.91	0.00	0.00	0.00	-90.91	0.00
REFUND										
Check: -90.91										
REF TRAUB STEPHEN										
Total Bills: -90.91					Total Recv'd: -90.91		Change Due: 0.00			
130	538886	2021	M	SEMINORO VICTORIA	-8.15	0.00	0.00	0.00	-8.15	0.00
REFUND										
Check: -8.15										
REF SEMINORO V										
Total Bills: -8.15					Total Recv'd: -8.15		Change Due: 0.00			
131	536406	2021	M	ROCHON JUDITH J	-23.52	0.00	0.00	0.00	-23.52	0.00
REFUND										
Check: -23.52										
REF ROCHON JUDITH										
Total Bills: -23.52					Total Recv'd: -23.52		Change Due: 0.00			
132	536451	2021	M	RODRIGUES MARIA A	-9.67	0.00	0.00	0.00	-9.67	0.00
REFUND										
Check: -9.67										
REF RODRIGUES MARIA										
Total Bills: -9.67					Total Recv'd: -9.67		Change Due: 0.00			

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133	547417	2021	M	FABIAN ANN Z	-18.80	0.00	0.00	0.00	-18.80	0.00
REFUND										
Check: -18.80										
REF FABIAN DANIEL										
Total Bills: -18.80 Total Recv'd: -18.80 Change Due: 0.00										
134	3262	2021	R	PALLONE DAVINA M	-6,975.77	0.00	0.00	0.00	-6,975.77	6,975.77
REFUND										
Check: -6,975.77										
REF CARDELLA LISA										
Total Bills: -6,975.77 Total Recv'd: -6,975.77 Change Due: 0.00										
135	431846	2020	M	KASUBA JENNIFER	-137.91	0.00	0.00	0.00	-137.91	0.00
REFUND										
Check: -137.91										
REF KASUBA JENNIFER										
Total Bills: -137.91 Total Recv'd: -137.91 Change Due: 0.00										
136	506778	2021	M	CCAP AUTO LEASE LTD	-617.02	0.00	0.00	0.00	-617.02	0.00
REFUND										
Check: -617.02										
REF CCAP										
Total Bills: -617.02 Total Recv'd: -617.02 Change Due: 0.00										

Starting Cash in Drawer	0.00
Total Cash Received	0.00
Total Cash in Drawer	0.00
Total Amount in Checks	-43,660.07
Total Amount in Credit	0.00
Total Amount in Drawer	-43,660.07
Total Adjustments	0.00
Total Refunds	-43,660.07
Total Suspense	0.00

*= Interest Override

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<u>Year</u>	<u>TYPE</u>	<u>DIST</u>		<u>Principal</u> <u>Paid</u>	<u>Interest</u> <u>Paid</u>	<u>Lien</u> <u>Paid</u>	<u>Fee/Bond</u> <u>Paid</u>	<u>Total</u> <u>Collected</u>
2019	M MOTOR VEHICLE	2	Payment(s)	-398.70	-2.37	0.00	0.00	-401.07
2019 TOTAL			2 Payment(s)	-398.70	-2.37	0.00	0.00	-401.07
2020	M MOTOR VEHICLE	64	Payment(s)	-16,861.62	-4.41	0.00	0.00	-16,866.03
2020	R REAL ESTATE	1	Payment(s)	-273.33	0.00	0.00	0.00	-273.33
2020	S SUPPLEMENTAL MVD	12	Payment(s)	-2,120.06	-3.60	0.00	0.00	-2,123.66
2020	U SEWER USE	1	Payment(s)	-302.16	-18.12	0.00	0.00	-320.28
2020 TOTAL			78 Payment(s)	-19,557.17	-26.13	0.00	0.00	-19,583.30
2021	M MOTOR VEHICLE	47	Payment(s)	-9,107.93	0.00	0.00	0.00	-9,107.93
2021	R REAL ESTATE	5	Payment(s)	-14,226.73	0.00	0.00	0.00	-14,226.73
2021	U SEWER USE	1	Payment(s)	-341.04	0.00	0.00	0.00	-341.04
2021 TOTAL			53 Payment(s)	-23,675.70	0.00	0.00	0.00	-23,675.70
			133 Payment(s)	-43,631.57	-28.50	0.00	0.00	-43,660.07