



City of Milford, Connecticut

- Founded in 1639 -

Karen Fortunati
City Clerk

70 West River Street
Milford, CT 06460-3364

AGENDA
BOARD OF ALDERMEN
May 6, 2024 - 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 April 1, 2024.
4. Consideration of Minutes of the Special Organizational Meeting: None
5. Chairman's Report and Recommendations
6. Mayor's Report
7. Unfinished Business:

(7a) Board of Aldermen approval is requested for the FFY 2022 State Homeland Security Grant Program Region 2 Memorandum of Agreement and that the city enter into with and deliver to the State of Connecticut Department of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate; and that the Mayor is authorized to take all steps necessary, including the signing of all documents to effectuate said Memorandum of Understanding. (Postponed from April 1, 2024.)

(7b) An Ordinance Amending an Ordinance Establishing Compensation of City Officials and Employees in the Service of the City of Milford. (Postponed from March 4, 2024 and April 1, 2024.)

8. New Business:

(8a) Board of Aldermen approval is hereby requested for the appointment of (D) Jolyn Washington-Walker, 679 Wheelers Farms Road, 06461, as a member of the Fire Commission to fill the expired term of Kevin McGrath, new term to expire 12/31/26.

(8b) Board of Aldermen approval is requested for the attached Resolution Re: Grant Application for Department of Human Services.

(8c) Board of Aldermen approval is requested for the attached Resolution Re: Grant Application for Youth and Family Services Activities.

(8d) Board of Aldermen approval is requested for the attached Resolution Re: Grant Application for Office of Early Childhood.

(8e) Board of Aldermen approval is hereby requested for the attached allocation Transfer No. 7 (Fund Balance Unreserved, undesignated to Fire Vehicles).

(8f) Board of Aldermen approval is requested for the attached Mutual Benefit and Use Agreement for removal of storm debris and to authorize the Mayor, Public Works Director, and City Attorney to take all steps necessary, including signing all documents, to effectuate said agreement.

(8g) Board of Aldermen approval is requested for the attached Resolution Re: Grant Application for Connecticut Department of Agriculture.

(8h) Board of Aldermen approval is requested for the attached Resolution Re: Cash Advance for Grant Application for Connecticut Department of Agriculture.

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:

a. Consideration of Budget Memo Transfers #9 and #10, Funds 1005 & 2812.

11. Refunds List

a. Consideration of Refunds in the amount of \$77,039.06.

12. Report of Standing Committee:

- a. Ordinance Committee
- 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. Executive Session. A two-thirds (2/3) vote of those present and voting is required for any item to be considered in 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.

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

(14a) Consideration of settlement of
Joseph Dellacroce v. City of Milford
re: 138 Woodmont Road

(14b) Consideration of settlement of
Kelly Dellacroce v. City of Milford
re: 114 Woodmont Road

(14c) Consideration of settlement of
Woodmont Realty Investors LLC v. City of Milford
re: 130 Woodmont Road

(14d) Consideration of settlement of
230 Old Gate Lane LLC v. City of Milford
re: 230 Old Gate Lane



Karen Fortunati, City Clerk

Dated at Milford, CT this 1st day of
May 2024

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

May 1, 2024

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

Dear Mr. Vetro:

Relative to Item 7 of the Agenda, "Unfinished Business", I submit the following for your consideration and action:

- (7a) Board of Aldermen approval is requested for the FFY 2022 State Homeland Security Grant Program Region 2 Memorandum of Agreement and that the city enter into with and deliver to the State of Connecticut Department of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate; and that the Mayor is authorized to take all steps necessary, including the signing of all documents to effectuate said Memorandum of Understanding. (Postponed from April 1, 2024.)
- (7b) An Ordinance Amending an Ordinance Establishing Compensation of City Officials and Employees in the Service of the City of Milford. (Postponed from March 4, 2024 and April 1, 2024.)

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) Jolyn Washington-Walker, 679 Wheelers Farms Road, 06461, as a member of the Fire Commission to fill the expired term of Kevin McGrath, new term to expire 12/31/26.
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230 Old Gate Lane LLC v. City of Milford
re: 230 Old Gate Lane

Sincerely,

Anthony S. Giannattasio
Mayor

atts.

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FFY 2023 STATE HOMELAND SECURITY GRANT PROGRAM Region 2 MEMORANDUM OF AGREEMENT CHECKLIST



Please use this checklist to ensure completion and accuracy of the following agreement.

1. Instructions for: CITY OF MILFORD

Received by: ANTHONY FABRIZI

For the MOA:

- checkbox A municipal point of contact has been identified (p. 1 and 10).
checkbox The Chief Executive Officer has signed and dated the agreement.
checkbox The Chief Executive Officer's name and title has been typed in the space provided.

checkbox Authorizing Resolution Attached

The Blanket Resolution Template includes the recommended language for a resolution. If the information on a blanket resolution signed in a prior year is still valid, the town clerk can verify the accuracy, sign and seal the resolution. In order for a raised seal to be visible in a scan, please rub a pencil over the seal. If a Blanket Resolution is not used, the resolution must reference the FFY 2023 Homeland Security Grant Program. No other resolutions shall be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix -A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2023 HSGP funds by the REPT.

(Sample attached, the Fiduciary will complete this form for custodial owners of equipment purchased under the FY 2023 Homeland Security Grant Program)

Once complete, e-mail (no hard copies need to be sent) the complete MOA package (MOA and resolution) to: Susie Beckman, Lower CT River Valley COG, Region 2 Fiduciary at: sbeckman@rivercog.org

2. Instructions for the Lower CT River Valley COG as Regional Fiduciary

Received by:

Review and Signature

- checkbox The Chief Executive Officer has signed and dated the agreement.
checkbox The Chief Executive Officer's name and title has been typed in the space provided.
checkbox All of the items listed on this checklist have been completed and are correct.

Submit completed MOAs and resolutions to your DESPP/DEMHS Program Manager by email on a quarterly basis prior to completion of FY 2023 expenditures.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2023 HSGP funds by the REPT. (Sample attached, Fiduciary will complete for custodial owners of equipment purchased under the FY 2023 Homeland Security Grant Program).

DUE DATE:

Send to Regional Fiduciary on or before September 30, 2024

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2023 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 2

I. AGREEMENT REGARDING THE USE OF FEDERAL HOMELAND SECURITY GRANT FUNDS TO SUPPORT REGIONAL SET-ASIDE PROJECTS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of CITY OF MILFORD, the Lower CT River Valley COG (Fiduciary) and the Region 2 Regional Emergency Planning Team (Region 2 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2023 State Homeland Security Grant Program (SHSGP), Award No. EMW-2023-SS-00046. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Advisory Council, through its Homeland Security Working Group, has approved the allocation formula for grant funds available under the SHSGP;
4. The State of Connecticut is retaining pass-through funds from 2023 SHSGP in the total amount of \$1,748,256.89 on behalf of local units of government, for the following eleven regional set-aside projects designed to benefit the state's municipalities:
 1. Regional Collaboration, 2. Enhancing Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS*; 3. Addressing Emergent Threats; 4. Capitol Region Metropolitan Medical Response System (MMRS); 5. Enhancing Community Preparedness and Resilience/Citizen Corps*. 6. New England Disaster Training Center; 7. Enhancing Cybersecurity*; 8. Combating Domestic Violent Extremism*; 9. Enhancing the Protection of Soft Targets/Crowded Places* (allocation included in REPT subgrants;) 10. Enhancing election security*; and 11. Enhancing Connecticut Operational Readiness and Response
 2. (*denotes National Priority Project)
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 2 including CITY OF MILFORD – has created, and established bylaws for, the Region 2 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 2
6. CITY OF MILFORD is eligible to participate in those Federal Fiscal Year 2023 SHSGP regional allocations made through the Region 2 REPT in the amount of \$475,288.97 (\$361,203.97 for regional projects, \$29,085 for soft target projects, \$10,000 for the regional hazardous materials team and an additional \$75,000 for the regional bomb squad) for Region 2 which will be made available to the jurisdictions in Region 2 in the manner recommended by the Region 2 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by DESPP/DEMHS.

B. Purpose of Agreement

1. DESPP/DEMHS and CITY OF MILFORD enter into Part I of this MOA authorizing DESPP/DEMHS to act as the agent of CITY OF MILFORD and allowing the DESPP/DEMHS to retain and administer grant funds provided under 2023 SHSGP for the eleven regional set-aside projects listed above, and also for The Lower CT River Valley COG to provide the financial and programmatic oversight described below.

C. SAA and CITY OF MILFORD Responsibilities.

1. DESPP/DEMHS agrees to administer the SHSGP grant funds of \$1,748,256.89 in furtherance of the eleven regional set-aside projects listed above.
CITY OF MILFORD agrees to allow State of Connecticut to provide financial and programmatic oversight of the \$1,748,256.89 for the purpose of supporting the allocations and uses of funds under the

2023 SHSGP consistent with the 2023 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. CITY OF MILFORD agrees to allow DESPP/DEMHS to hold, manage, and disburse the grant funds that have been reserved for the eleven regional set-aside projects listed above.

D. Lower CT River Valley COG and CITY OF MILFORD Responsibilities.

CITY OF MILFORD also agrees to allow the Lower CT River Valley COG to provide financial and programmatic oversight of the Federal Fiscal Year 2023 regional allocation in the amount of \$475,288.97 (\$361,203.97 for regional projects, \$29,085 for soft target projects, \$10,000 for the regional hazardous materials team and an additional \$75,000 for the regional bomb squad) targeted to member municipalities in DEMHS Region 2 and recommended through the Region 2 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 2 REPT and DEMHS.

II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS) as the State Administrative Agent (SAA) the municipality of CITY OF MILFORD, the Lower CT River Valley COG (Fiduciary), and the DEMHS Region 2 Regional Emergency Planning Team (Region 2 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. CITY OF MILFORD has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of CITY OF MILFORD, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
4. The parties also agree that CITY OF MILFORD may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2023 grant funds, as approved by the Region 2 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 2 REPT.
5. The Region 2 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, all equipment and resources sharing and coordination. All equipment and resources purchased with SHSGP money in this region is eligible for use by any municipality in the region, regardless of who is the custodial owner. An inventory of all equipment purchased with this money shall be maintained and available to DEMHS and all Region 2 municipalities if requested.
6. The Lower CT River Valley COG (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 2 for Federal Fiscal Year 2023;

B. Purpose.

DESPP/DEMHS, the Region 2 REPT, Lower CT River Valley COG (Fiduciary), and CITY OF MILFORD, enter into Part II of this MOA regarding asset(s) for which CITY OF MILFORD agrees to be the custodial owner, and which are described in the approved 2023 Subgrant Application and will be added to this MOA as Appendix A.

C. Agreements and Responsibilities of the Parties.

1. Definitions.

As used in this MOA:

- The term "authorized training" means training that is authorized by DESPP/DEMHS.
- The term "custodial owner" means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(4) below.

2. Responsibilities of DESPP/DEMHS and Lower CT River Valley COG (Fiduciary)

In its role as SAA, DESPP/DEMHS will subgrant funds to Lower CT River Valley COG which, as the Region 2 Fiscal Agent, will procure the asset(s) listed in their approved Subgrant Application (which will be added to Appendix A).

3. Appendix A.

The parties agree that decisions regarding the placement of regional assets in CITY OF MILFORD may be made after the execution of this agreement and that Appendix A shall be completed accordingly. CITY OF MILFORD agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that Appendix A must be signed by the DEMHS Deputy Commissioner, the chair of the Region 2 REPT, and the Chief Executive Officer, or his/her designee, of CITY OF MILFORD.

4. Responsibilities of Custodial Owner

CITY OF MILFORD understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) which will be added to Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, CITY OF MILFORD agrees:

- a. To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
- b. To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of CITY OF MILFORD's municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
- c. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DESPP/DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DESPP/DEMHS;
- d. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
- e. To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DESPP/DEMHS as requested;
- f. To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DESPP/DEMHS as requested.
- g. To maintain all necessary insurance regarding the asset(s) and their use;
- h. To cooperate with any state or federal audit of the asset(s) and/or their use;
- i. To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
- j. That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
- k. That all maintenance and operations of the asset(s) by CITY OF MILFORD shall conform to the manufacturer's recommendations. If appropriate, CITY OF MILFORD shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of CITY OF MILFORD performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

5. Responsibilities of the REPT.

The Region 2 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), CITY OF MILFORD is furthering regional collaboration and mutual aid on behalf of all of the members of Region 2

6. Assignment of Asset(s).

If CITY OF MILFORD does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DESPP/DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DESPP/DEMHS will provide 60 days' notice before re-assigning the asset.

7. Effective Date.

The terms of this agreement will become effective when all parties have executed it.

8. Authority to Enter Agreement.

DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the DESPP/DEMHS pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The Municipality of CITY OF MILFORD is authorized to enter into this agreement through its Chief Executive Officer, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

9. Duration of Agreement.

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by DESPP/DEMHS, giving

CITY OF MILFORD written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

10. Amendment of the Agreement.

This agreement may be modified upon the mutual written consent of the parties.

11. Additional Required Terms and Conditions

Parties agree to incorporate the additional terms in Appendix B and Appendix C into this agreement. Parties agree to be bound by the terms in Appendix B and Appendix C.

Points of Contact

1. The Point of Contact for DESPP/DEMHS as the SAA	
Name & Title: Deputy Commissioner Brenda M. Bergeron	
Address: 1111 Country Club Road, Middletown, CT 06457	
Emails: brenda.bergeron@ct.gov and DEMHS.HSGP@ct.gov	Phone: 860-685-8531 Fax: 860-685-8551
2. The Point of Contact for (Please fill in the following fields)	
CITY OF MILFORD	
Name & Title: ANTHONY FABRIZI EMD/FIRE CH	
Address: 72 NEW HAVEN AVE	
Email Address: AFABRIZI@MILFORDCT.GOV	Phone: 203-874-6321 Fax: 203-783-3744

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

THE CITY OF MILFORD _____

By: _____ Date: _____
 Its Chief Executive Officer
 Duly Authorized
 Typed Name & Title: ANTHONY S. GIANNATTASIO MAYOR

THE Lower CT River Valley COG, as fiduciary agent

By: _____ Date: _____
 Its Chief Executive Officer
 Duly Authorized
 Typed Name _____

DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY

By: _____ Date: _____
 Brenda M. Bergeron
 Duly Authorized

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CITY OF MILFORD

2023 HSGP Omnibus MOA

MEMORANDUM OF AGREEMENT

REGARDING USE OF
FEDERAL FISCAL YEAR 2023 STATE HOMELAND SECURITY
GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL
ASSETS IN DEMHS REGION

AMENDMENT TO APPENDIX A

FOR THE CITY OF MILFORD

Equipment Description

THE CITY OF MILFORD

By: _____
Its Chief Executive Officer Duly Authorized

Date: _____

Typed Name & Title: ANTHONY S. GIANNATTASIO

MAYOR

DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY

By: _____
Brenda M. Bergeron
Deputy Commissioner
Duly Authorized

Date: _____

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STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY
APPENDIX B



State of Connecticut General Terms and Conditions

SECTION 1: Audits

- 1.1 For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

SECTION 2: Access to Contract and State Data.

- 2.1 The Contractor shall provide to the Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Agency in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.

SECTION 3: Forum and Choice of Law.

- 3.1 The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

SECTION 4: Termination.

- 4.1 Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

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- 4.2 Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- 4.3 The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- 4.4 Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- 4.5 The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- 4.6 For breach or violation of any of the provisions in the section concerning representations and warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- 4.7 Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- 4.8 Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

SECTION 5: Tangible Personal Property.

- 5.1 The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- 5.1.1 For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - 5.1.2 A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - 5.1.3 The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - 5.1.4 The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - 5.1.5 Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- 5.2 For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- 5.3 The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

SECTION 6: Indemnification.

- 6.1 The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including

but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- 6.2 The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- 6.3 The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- 6.4 The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- 6.5 The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- 6.6 This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

SECTION 7: Sovereign Immunity.

- 7.1 The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

SECTION 8: Summary of State Ethics Laws.

- 8.1 Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary

7a

and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

SECTION 9: Audit and Inspection of Plants, Places of Business and Records.

- 9.1 The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- 9.2 The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- 9.3 The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- 9.4 The Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Agreement. The Contractor shall remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Agreement's setoff provision.
- 9.5 The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- 9.6 The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- 9.7 The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

7a

SECTION 10: Campaign Contribution Restriction.

- 10.1 For all State contracts, defined in Conn. Gen. Stat. §9-612 as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 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, and will inform its principals of the contents of the notice.

SECTION 11: Protection of Confidential Information.

- 11.1 Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- 11.2 Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 11.2.1 A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - 11.2.2 Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - 11.2.3 A process for reviewing policies and security measures at least annually
 - 11.2.4 Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 11.2.5 Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- 11.3 The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential

7a

Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- 11.4 The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- 11.5 Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
- 11.6 The above section uses the terms "Confidential Information" and "Confidential Information Breach." Please use the following two definitions for those terms and include them, alphabetized, in the definition section of the contract:

"Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

"Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

SECTION 12: Executive Orders and Other Enactments.

- 12.1 All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

- 12.2 This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen 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 this Contract as if they had been fully set forth in it.
- 12.3 This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

SECTION 13: Nondiscrimination.

- 13.1 For purposes of this Section, the following terms are defined as follows:
- 13.1.1 "Commission" means the Commission on Human Rights and Opportunities;
- 13.1.2 "Contract" and "contract" include any extension or modification of the Contract or contract;
- 13.1.3 "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- 13.1.4 "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;
- 13.1.5 "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 13.1.6 "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;
- 13.1.7 "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- 13.1.8 "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;
- 13.1.9 "minority business enterprise" means any small contractor or supplier of

7a

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

13.1.10 "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, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

13.2 (1) The 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, status as a veteran, intellectual disability, 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 the Contractor further agrees to take affirmative action to ensure 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, status as a veteran, intellectual disability, 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) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the 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) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such

7a

information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the 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.

- 13.3 Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- 13.4 The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- 13.5 The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 13.6 The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- 13.7 (1)The 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 sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the 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, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

7a

- 13.8 The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 13.9 Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

SECTION 14: Iran Investment Energy Certification.

- 14.1 Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- 14.2 If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

SECTION 15: Consulting Agreement Representation.

- 15.1 Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral

agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title	Name of Firm (if applicable)
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Start Date	End Date	Cost
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The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

Is the consultant a former State employee or former public official? YES NO
 If YES: _____
 Name of Former State Agency Termination Date of Employment

SECTION 16: Large State Contract Representation for Contractor.

- 16.1 Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
- 16.2 That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- 16.3 That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key

7a

personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

- 16.4 That the Contractor is submitting bids or proposals without fraud or collusion with any person.

SECTION 17: Large State Contract Representation for Official or Employee of State Agency.

- 17.1 Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

SECTION 18: Call Center and Customer Service Work.

- 18.1 Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.

SECTION 19: Compliance with Consumer Data Privacy and Online Monitoring.

- 19.1 Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE: Connecticut Department of Emergency
Services and Public Protection
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2023-SS-00046-S01

TABLE OF CONTENTS

Article I	Summary Description of Award
Article II	HSGP Performance Goal
Article III	DHS Standard Terms and Conditions Generally
Article IV	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article V	General Acknowledgements and Assurances
Article VI	Acknowledgement of Federal Funding from DHS
Article VII	Activities Conducted Abroad
Article VIII	Age Discrimination Act of 1975
Article IX	Americans with Disabilities Act of 1990
Article X	Best Practices for Collection and Use of Personally Identifiable Information
Article XI	Civil Rights Act of 1964 - Title VI
Article XII	Civil Rights Act of 1968
Article XIII	Copyright
Article XIV	Debarment and Suspension
Article XV	Drug-Free Workplace Regulations
Article XVI	Duplication of Benefits

7a

Article XVII	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XVIII	E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety
Article XIX	Energy Policy and Conservation Act
Article XX	False Claims Act and Program Fraud Civil Remedies
Article XXI	Federal Debt Status
Article XXII	Federal Leadership on Reducing Text Messaging while Driving
Article XXIII	Fly America Act of 1974
Article XXIV	Hotel and Motel Fire Safety Act of 1990
Article XXV	John S. McCain National Defense Authorization Act of Fiscal Year 2019
Article XXVI	Limited English Proficiency (Civil Rights Act of 1964 - Title VI)
Article XXVII	Lobbying Prohibitions
Article XXVIII	National Environmental Policy Act
Article XXIX	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXX	Non-Supplanting Requirement
Article XXXI	Notice of Funding Opportunity Requirements
Article XXXII	Patents and Intellectual Property Rights
Article XXXIII	Procurement of Recovered Materials
Article XXXIV	Rehabilitation Act of 1973
Article XXXV	Reporting of Matters Related to Recipient Integrity and Performance
Article XXXVI	Reporting Subawards and Executive Compensation
Article XXXVII	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

7a

Article XXXVIII	SAFECOM
Article XXXIX	Terrorist Financing
Article XL	Trafficking Victims Protection Act of 2000 (TVPA)
Article XLI	Universal Identifier and System of Award Management
Article XLII	USA PATRIOT Act of 2001
Article XLIII	Use of DHS Seal, Logo and Flags
Article XLIV	Whistleblower Protection Act
Article XLV	Environmental Planning and Historic Preservation (EHP) Review
Article XLVI	Applicability of DHS Standard Terms and Conditions to Tribes
Article XLVII	Acceptance of Post Award Changes
Article XLVIII	Disposition of Equipment Acquired Under the Federal Award
Article XLIX	Prior Approval for Modification of Approved Budget
Article L	Indirect Cost Rate

Article I - Summary Description of Award

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$4,847,500. This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

7a

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances Non-Construction Programs, or OMB Standard Form 424D Assurances Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMBs guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

7a

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two

7a

or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XIX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal

7a

award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVI - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection

7a

Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

7a

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XL - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XLI - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLIII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and

executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVI - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVIII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLIX - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article L - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

**AN ORDINANCE AMENDING AN ORDINANCE
ESTABLISHING COMPENSATION OF CITY OFFICIALS
AND EMPLOYEES IN THE SERVICE OF THE CITY OF MILFORD**

BE IT ORDAINED AND ENACTED By the Board of Aldermen of the City of Milford that An Ordinance Establishing Compensation of City Officials and Employees in the Service of the City of Milford and not covered by collective bargaining agreements is hereby amended in accordance with the following schedules.

**ARTICLE I
CLASSIFIED EMPLOYEES
SCHEDULE D**

GRADE: D-52 ACCOUNTANT I (37.5 HRS.)						
STEP	0	1	2	3	4	5
7/1/2023	\$1,793.31 \$93,252.12	\$1,878.00 \$97,656.00	\$1,962.89 \$102,070.28	\$2,047.70 \$106,480.40	\$2,132.51 \$110,890.52	\$2,235.34 \$116,237.68
7/1/2024	\$1,838.14 \$95,583.28	\$1,924.95 \$100,097.40	\$2,011.96 \$104,621.92	\$2,098.89 \$109,142.28	\$2,185.82 \$113,662.64	\$2,291.22 \$119,143.44
7/1/2025	\$1,884.09 \$97,972.68	\$1,973.07 \$102,599.64	\$2,062.26 \$107,237.52	\$2,151.36 \$111,870.72	\$2,240.47 \$116,504.44	\$2,348.50 \$122,122.00
GRADE: D-53 CITY ACCOUNTANT (37.5 HRS.)						
STEP	0	1	2	3	4	5
7/1/2023	\$1,877.99 \$97,655.48	\$1,966.80 \$102,273.60	\$2,055.90 \$106,906.80	\$2,144.92 \$111,535.84	\$2,233.88 \$116,161.76	\$2,368.16 \$123,144.32
7/1/2024	\$1,924.94 \$100,096.88	\$2,015.97 \$ 104,830.44	\$2,107.30 \$109,579.60	\$2,198.54 \$114,324.08	\$2,289.73 \$119,065.96	\$2,427.36 \$126,222.72
7/1/2025	\$1,973.06 \$102,599.12	\$2,066.37 \$107,451.24	\$2,159.99 \$112,319.48	\$2,253.50 \$117,182.00	\$2,346.98 \$122,042.96	\$2,488.04 \$129,378.08
GRADE: D-56 DIRECTOR OF FINANCE (37.5 HRS.)						
STEP	0	1	2	3	4	5
7/1/2023	\$2,324.05 \$120,850.60	\$2,446.38 \$127,211.76	\$2,568.61 \$133,567.72	\$2,690.73 \$139,917.96	\$2,813.09 \$146,280.68	\$2,992.78 \$155,624.56
7/1/2024	\$2,382.15 \$123,871.80	\$2,507.54 \$130,392.08	\$2,632.82 \$ 136,906.64	\$2,758.00 \$143,416.00	\$2,883.42 \$149,937.84	\$3,067.60 \$159,515.20
7/1/2025	\$2,441.70 \$126,968.40	\$ 2,570.22 \$ 133,651.44	\$2,698.64 \$140,329.28	\$2,826.95 \$147,001.40	\$2,955.51 \$153,686.52	\$3,144.29 \$163,503.08

KEY:
 Blue Lettering - New Wages
 Black Lettering – Existing Wages
 Green Lettering – Language Moved
 Red Strickthrough – Positions no longer Exist
 Blue Lettering & Shading – New Wage Scale showing steps for current positions as of 7/1/2023

ARTICLE 1-A
EMPLOYEES UNDER STATE AND/OR FEDERALLY SUBSIDIZED PROGRAMS

7b

As the agencies set forth in this Article 1-A receive all of their funding through grant funding, compensation and benefits to be paid to employees under this Article 1-A shall be determined in accordance with the final approved grant awards, but in no event shall the compensation paid to employees be higher than those set forth in Schedules B and N below.

SCHEDULE B

GRADE: B-24						
HUMAN SERVICES: YOUTH PROGRAM COUNSELOR (37.5 HRS.)						
STEP	0	1	2	3	4	5
7/1/2019	\$783.17 \$40,724.84	\$ 811.08 \$ 42,176.16	\$839.28 \$43,642.56	\$867.31 \$45,100.12	\$895.66 \$46,574.32	\$923.41 \$48,017.32
7/1/2020	\$800.79 \$41,641.08	\$ 829.34 \$ 43,125.68	\$858.16 \$44,624.32	\$886.83 \$46,115.16	\$915.81 \$47,622.12	\$944.19 \$49,097.88
7/1/2021	\$818.81 \$42,578.12	\$848.00 \$44,096.00	\$877.47 \$45,628.44	\$906.78 \$47,152.56	\$936.42 \$48,693.84	\$965.43 \$50,202.36
7/1/2022	\$839.28 \$43,642.56	\$869.19 \$45,197.88	\$899.41 \$46,769.32	\$929.45 \$48,331.40	\$959.83 \$49,911.16	\$989.57 \$51,457.64
7/1/2023	\$860.27 \$44,734.04	\$890.93 \$46,328.36	\$921.89 \$47,938.28	\$952.68 \$49,539.36	\$983.82 \$51,158.64	\$1,014.30 \$52,743.60
GRADE: B-25						
HUMAN SERVICES: SECRETARY / BOOKKEEPER (37.5 HRS.)						
STEP	0	1	2	3	4	5
7/1/2019	\$839.26 \$43,641.52	\$871.95 \$45,341.40	\$904.81 \$47,050.12	\$937.32 \$48,740.64	\$970.05 \$50,442.60	\$1,002.69 \$52,139.88
7/1/2020	\$858.14 \$44,623.28	\$891.57 \$46,361.64	\$925.17 \$48,108.84	\$958.41 \$49,837.32	\$991.87 \$51,577.24	\$1,025.25 \$53,313.00
7/1/2021	\$877.45 \$45,627.40	\$911.63 \$47,404.76	\$945.98 \$49,190.96	\$979.98 \$50,958.96	\$1,014.19 \$52,737.88	\$1,048.32 \$54,512.64
7/1/2022	\$899.39 \$46,768.28	\$934.42 \$48,589.84	\$969.63 \$50,420.76	\$1,004.48 \$52,232.96	\$1,039.54 \$54,056.08	\$1,074.53 \$55,875.56
7/1/2023	\$921.87 \$47,937.24	\$957.78 \$49,804.56	\$993.87 \$51,681.24	\$1,029.59 \$53,538.68	\$1,065.53 \$55,407.56	\$1,101.40 \$57,272.80
GRADE: B-50						
COMMUNITY HEALTH COORDINATOR - ARPA (37.5 HRS.)						
STEP	0	1	2	3	4	5
7/1/2022	\$1,403.59 \$72,986.68	\$1,472.66 \$76,578.32	\$1,541.44 \$80,154.88	\$1,610.72 \$83,757.44	\$1,679.41 \$87,329.32	\$1,748.57 \$90,925.64
7/1/2023	\$1,438.68 \$74,811.36	\$1,509.48 \$78,492.96	\$1,579.98 \$82,158.96	\$1,650.98 \$85,850.96	\$1,721.39 \$89,512.28	\$1,792.29 \$93,199.08

SCHEDULE N

7b

N-02 OPERATIONS DIRECTOR, HARBOR MANAGEMENT (40 HRS.)						
STEP	0	1	2			
7/1/2023	\$1,339.53 \$69,655.56	\$1,512.34 \$78,641.68	\$1,541.80 \$80,173.60			
7/1/2024	\$1,373.02 \$71,397.04	\$1,550.15 \$80,607.80	\$1,580.34 \$82,177.68			
7/1/2025	\$1,407.34 \$73,181.68	\$1,588.90 \$82,622.80	\$1,619.85 \$84,232.20			
GRADE: N-03 OUTREACH WORKER (37.5 HRS.) PROJECT ASSISTANT (37.5 HRS.)						
STEP	0	1	2			
7/1/2023	\$1,162.44 \$60,446.88	\$1,215.41 \$63,201.32	\$1,268.44 \$65,958.88			
7/1/2024	\$1,191.51 \$61,958.52	\$1,245.79 \$64,781.08	\$1,300.15 \$67,607.80			
7/1/2025	\$ 1,221.29 \$ 63,507.08	\$1,276.94 \$66,400.88	\$1,332.66 \$69,298.32			
GRADE: N-04 CDBG COORDINATOR (37.5 HRS.)						
STEP	0	1	2			
7/1/2023	\$1,234.77 \$64,208.04	\$1,280.57 \$66,589.64	\$1,350.75 \$70,239.00			
7/1/2024	\$1,265.64 \$65,813.28	\$1,312.59 \$68,254.68	\$1,384.52 \$71,995.04			
7/1/2025	\$1,297.29 \$67,459.08	\$1,345.40 \$69,960.80	\$1,419.13 \$73,794.76			
GRADE: N-05 YOUTH SERVICES PROGRAM COORDINATOR (37.5 HRS.)						
STEP	0	1	2			
7/1/2023	\$1,277.59 \$66,434.68	\$1,317.55 \$68,512.60	\$1,384.77 \$72,008.04			
7/1/2024	\$1,309.53 \$68,095.56	\$1,350.49 \$70,225.48	\$1,419.39 \$73,808.28			
7/1/2025	\$1,342.27 \$69,798.04	\$1,384.25 \$71,981.00	\$1,454.88 75,653.76			

GRADE: N-06 HUMAN SERVICES DIVISION MANAGER (37.5 HRS.) PROJECT MANAGER PUBLIC WORKS (37.5 HRS.)						
STEP	0	1	2			
7/1/2023	\$1,368.71 \$71,172.92	\$ 1,535.63 \$ 79,852.76	\$ 1,743.84 \$ 90,679.68			
7/1/2024	\$1,402.92 \$72,951.84	\$1,574.02 \$81,849.04	\$1,787.43 \$92,946.36			
7/1/2025	\$1,438.00 \$74,776.00	\$1,613.37 \$83,895.24	\$1,832.12 \$95,270.24			
GRADE: N-07 EMPLOYMENT & TRAINING DIVISION MANAGER (37.5 HRS.) SPECIAL PROJECTS MANAGER (37.5 HRS.)						
STEP	0	1	2			
7/1/2023	\$1,339.53 \$69,655.56	\$1,512.33 \$78,641.16	\$1,541.80 \$80,173.60			
7/1/2024	\$1,373.02 \$71,397.04	\$1,550.14 \$80,607.28	\$1,580.34 \$82,177.68			
7/1/2025	\$1,407.34 \$73,181.68	\$1,588.89 \$82,622.28	\$1,619.85 \$84,232.20			
GRADE: N-08 CLINICAL COORDINATOR HUMAN SERVICES (37.5 HRS.) GRANTS ACCOUNT ANALYST (37.5 HRS.)						
STEP	0	1	2			
7/1/2023	\$1,333.66 \$69,350.32	\$1,375.35 \$71,518.20	\$1,445.58 \$75,170.16			
7/1/2024	\$1,367.00 \$71,084.00	\$1,409.73 \$73,305.96	\$1,481.72 \$77,049.44			
7/1/2025	\$1,401.18 \$72,861.36	\$1,444.98 \$75,138.96	\$1,518.77 \$78,976.04			
GRADE: N-09 LICENSED CLINICAL SOCIAL WORKER (40 HRS.)						
STEP	0	1	2	3	4	
7/1/2023	\$1,717.37 \$89,303.24	\$1,803.24 \$93,768.48	\$1,902.42 \$98,925.84	\$2,007.05 \$104,366.60	\$2,121.46 \$110,315.92	
7/1/2024	\$1,760.31 \$91,536.12	\$1,848.32 \$96,112.64	\$1,949.98 \$101,398.96	\$2,057.23 \$106,975.96	\$2,174.50 \$113,074.00	
7/1/2025	\$1,804.32 \$93,824.64	\$1,894.53 \$98,515.56	\$1,998.73 \$103,933.96	\$2,108.66 \$109,650.32	\$2,228.86 \$115,900.72	

ARTICLE II
PUBLIC SAFETY EMPLOYEES
SCHEDULE G

76

GRADE: G-03 FIRE MAINTENANCE MECHANIC (40 HRS.)						
STEP	0	1	2	3	4	5
7/1/2019	\$999.90 \$51,994.80	\$1,034.71 \$53,804.92	\$1,067.33 \$55,501.16	\$1,100.63 \$57,232.76	\$1,133.97 \$58,966.44	\$1,159.72 \$60,305.44
7/1/2020	\$1,022.40 \$53,164.80	\$1,057.99 \$55,015.48	\$1,091.34 \$56,749.68	\$1,125.39 \$58,520.28	\$1,159.49 \$60,293.48	\$1,185.81 \$61,662.12
7/1/2021	\$1,045.40 \$54,360.80	\$1,081.79 \$56,253.08	\$1,115.90 \$58,026.80	\$1,150.71 \$59,836.92	\$1,185.58 \$61,650.16	\$1,212.49 \$63,049.48
7/1/2022	\$1,071.54 \$55,720.08	\$1,108.84 \$57,659.68	\$1,143.80 \$59,477.60	\$1,179.48 \$61,332.96	\$1,215.22 \$63,191.44	\$1,242.80 \$64,625.60
7/1/2023	\$1,098.33 \$57,113.16	\$1,136.56 \$59,101.12	\$1,172.39 \$60,964.28	\$1,208.97 \$62,866.44	\$1,245.60 \$64,771.20	\$1,273.88 \$66,241.76

SCHEDULE H

GRADE: H-03 POLICE: STENOGRAPHER (40 HRS.)						
STEP	0	1	2	3	4	
7/1/2019	\$973.39 \$50,616.28	\$1,008.62 \$52,448.24	\$1,043.80 \$54,277.60	\$1,079.04 \$56,110.08	\$1,114.39 \$57,948.28	
7/1/2020	\$995.29 \$51,755.08	\$1,031.32 \$53,628.64	\$1,067.28 \$55,498.56	\$1,103.32 \$57,372.64	\$1,139.46 \$59,251.92	
7/1/2021	\$1,017.68 \$52,919.36	\$1,054.52 \$54,835.04	\$1,091.29 \$56,747.08	\$1,128.15 \$58,663.80	\$1,165.10 \$60,585.20	
7/1/2022	\$1,043.12 \$54,242.24	\$1,080.89 \$56,206.28	\$1,118.58 \$58,166.16	\$1,156.35 \$60,130.20	\$1,194.23 \$62,099.96	
7/1/2023	\$1,069.20 \$55,598.40	\$1,107.91 \$57,611.32	\$1,146.54 \$59,620.08	\$1,185.26 \$61,633.52	\$1,224.08 \$63,652.16	

GRADE: H-04 POLICE: SECRETARY TO CHIEF (40 HRS.) POLICE: RECORDS SUPERVISOR (40 HRS)						
STEP	0	1	2	3	4	
7/1/2019	\$1,000.80 \$52,041.60	\$1,036.47 \$53,896.44	\$1,076.01 \$55,952.52	\$1,114.69 \$57,963.88	\$1,150.32 \$59,816.64	
7/1/2020	\$1,023.32 \$53,212.64	\$1,059.79 \$55,109.08	\$1,100.22 \$57,211.44	\$1,139.77 \$59,268.04	\$1,176.20 \$61,162.40	
7/1/2021	\$1,046.35 \$54,410.20	\$1,083.63 \$56,348.76	\$1,124.98 \$58,498.96	\$1,165.41 \$60,601.32	\$1,202.67 \$62,538.84	
7/1/2022	\$1,072.51 \$55,770.52	\$1,110.72 \$57,757.44	\$1,153.10 \$59,961.20	\$1,194.55 \$62,116.60	\$1,232.74 \$64,102.48	
7/1/2023	\$1,099.32 \$57,164.64	\$1,138.49 \$59,201.48	\$1,181.93 \$61,460.36	\$1,224.41 \$63,669.32	\$1,263.56 \$65,705.12	

GRADE: H-24 FIRE: FIRE CLERK (40 HRS.)						
STEP	0	1	2	3	4	5
7/1/2019	\$783.17 \$40,724.84	\$811.09 \$42,176.68	\$839.28 \$43,642.56	\$867.31 \$45,100.12	\$895.66 \$46,574.32	\$923.41 \$48,017.32
7/1/2020	\$800.79 \$41,641.08	\$829.34 \$43,125.68	\$858.16 \$44,624.32	\$886.83 \$46,115.16	\$915.81 \$47,622.12	\$944.18 \$49,097.36
7/1/2021	\$818.81 \$42,578.12	\$848.00 \$44,096.00	\$877.47 \$45,628.44	\$906.78 \$47,152.56	\$936.41 \$48,693.32	\$965.43 \$50,202.36
7/1/2022	\$839.28 \$43,642.56	\$869.20 \$45,198.40	\$899.40 \$46,768.80	\$929.45 \$48,331.40	\$959.82 \$49,910.64	\$989.56 \$51,457.12
7/1/2023	\$860.26 \$44,733.52	\$890.92 \$46,327.84	\$921.89 \$47,938.28	\$952.68 \$49,539.36	\$983.82 \$51,158.64	\$1,014.30 \$52,743.60

**ARTICLE III
UNCLASSIFIED OFFICIALS AND EMPLOYEES
SCHEDULE S**

GRADE: S-24 REGISTRAR OF VOTERS, CLERK A (20 HRS.)						
STEP	0	1	2	3	4	5
7/1/2019	\$417.69 \$21,719.88	\$432.58 \$22,494.16	\$447.61 \$23,275.72	\$462.57 \$24,053.64	\$477.68 \$24,839.36	\$492.49 \$25,609.48
7/1/2020	\$427.09 \$22,208.68	\$442.31 \$23,000.12	\$457.69 \$23,799.88	\$472.97 \$24,594.44	\$488.43 \$25,398.36	\$503.57 \$26,185.64
7/1/2021	\$436.70 \$22,708.40	\$452.26 \$23,517.52	\$467.98 \$24,334.96	\$483.62 \$25,148.24	\$499.42 \$25,969.84	\$514.90 \$26,774.80
7/1/2022	\$447.62 \$23,276.24	\$463.57 \$24,105.64	\$479.68 \$24,943.36	\$495.71 \$25,776.92	\$511.91 \$26,619.32	\$527.77 \$27,444.04
7/1/2023	\$458.81 \$23,858.12	\$475.16 \$24,708.32	\$491.68 \$25,567.36	\$508.10 \$26,421.20	\$524.71 \$27,284.92	\$540.96 \$28,129.92

GRADE: S-25 MAYOR'S OFFICE, SECRETARY (37.5 HRS.)						
STEP	0	1	2	3	4	5
7/1/2023	\$972.18 \$50,553.36	\$1,007.13 \$52,370.76	\$1,042.26 \$54,197.52	\$1,077.02 \$56,005.04	\$1,112.01 \$57,824.52	\$1,146.90 \$59,638.80
7/1/2024	\$996.49 \$51,817.48	\$1,032.31 \$53,680.12	\$1,068.32 \$55,552.64	\$1,103.94 \$57,404.88	\$1,139.81 \$59,270.12	\$1,175.57 \$61,129.64
7/1/2025	\$1,021.40 \$53,112.80	\$1,058.12 \$55,022.24	\$1,095.02 \$56,941.04	\$1,131.54 \$58,840.08	\$1,168.30 \$60,751.60	\$1,204.96 \$62,657.92

GRADE: S-26 FIRE SECRETARY (40 HRS.)						
STEP	0	1	2	3	4	5
7/1/2023	\$1,057.18 \$54,973.36	\$1,095.06 \$56,943.12	\$ 1,133.20 \$58,926.40	\$1,171.26 \$60,905.52	\$1,209.30 \$62,883.60	\$1,247.53 \$64,871.56
7/1/20224	\$1,083.61 \$56,347.72	\$1,122.44 \$58,366.88	\$1,161.52 \$60,399.04	\$1,200.54 \$62,428.08	\$1,239.54 \$64,456.08	\$1,278.72 \$66,493.44
7/1/2025	\$1,110.70 \$57,756.40	\$1,150.50 \$59,826.00	\$1,190.56 \$61,909.12	\$1,230.55 \$63,988.60	\$1,270.52 \$66,067.04	\$1,310.68 \$68,155.36

GRADE: S-27 OPEN SPACE & SUSTAINABILITY MANAGER (37.5 HRS.)						
STEP	0	1	2	3	4	5
7/1/2023	\$1,250.44 \$65,022.88	\$1,303.39 \$67,776.28	\$1,356.61 \$70,543.72	\$1,409.54 \$73,296.08	\$1,462.70 \$76,060.40	\$1,515.72 \$78,817.44
7/1/2024	\$1,281.70 \$66,648.40	\$1,335.98 \$69,470.96	\$1,390.53 \$72,307.56	\$1,444.77 \$75,128.04	\$1,499.26 \$77,961.52	\$1,553.61 \$80,787.72
7/1/20225	\$1,313.74 \$68,314.48	\$1,369.38 \$71,207.76	\$1,425.29 \$74,115.08	\$1,480.89 \$77,006.28	\$1,536.74 \$79,910.48	\$1,592.45 \$82,807.40

SCHEDULE N

GRADE: N-10 CHIEF OF STAFF (37.5 HRS.) – MOVED GRADE EFF. 7/1/2023						
STEP	0	1	2			
7/1/2023	\$ 1,963.87 \$102,121.24	\$2,108.46 \$109,639.92	\$2,263.70 \$117,712.40			
7/1/2024	\$2,012.96 \$104,673.92	\$2,161.17 \$112,380.84	\$2,320.29 \$120,655.08			
7/1/2025	\$2,063.29 \$107,291.08	\$2,215.20 \$115,190.40	\$2,378.30 \$123,671.60			

GRADE: N-12 GIS COORDINATOR (37.5 HRS.)						
STEP	0	1	2			
7/1/2023	\$1,750.81 \$91,042.12	\$1,826.96 \$95,001.92	\$1,903.07 \$98,959.64			
7/1/2024	\$1,794.58 \$93,318.16	\$1,872.64 \$97,377.28	\$1,950.65 \$101,433.80			
7/1/2025	\$1,839.44 \$95,650.88	\$1,919.45 \$99,811.40	\$1,999.41 \$103,969.32			

GRADE: N-13					
ECONOMIC & COMMUNITY DEVELOPMENT DIRECTOR (37.5 HRS.) <u>NEW SALARY RANGE</u>					
STEP	0	1	2	3	4
7/1/2023	\$2,115.39 \$110,000.28	\$2,200.00 \$114,400.00	\$2,288.00 \$118,976.00	\$2,379.52 \$123,735.04	\$2,474.70 \$128,684.40
7/1/2024	\$2,168.27 \$112,750.04	\$2,255.00 \$117,260.00	\$2,345.20 \$121,950.40	\$2,439.00 \$126,828.00	\$2,536.57 \$131,901.64
7/1/2025	\$2,222.48 \$115,568.96	\$2,311.37 \$120,191.24	\$2,403.83 \$124,999.16	\$2,499.98 \$129,998.96	\$2,599.98 \$135,198.96
GRADE: N-14					
DIRECTOR OF RECREATION (37.5 HRS.) <u>NEW SALARY RANGE</u>					
STEP	0	1	2	3	4
7/1/2023	\$1,935.01 \$100,620.52	\$2,012.42 \$104,645.84	\$2,092.91 \$108,831.32	\$2,176.63 \$113,184.76	\$2,263.69 \$117,711.88
7/1/2024	\$1,983.39 \$103,136.28	\$2,062.73 \$107,261.96	\$2,145.23 \$111,551.96	\$2,231.04 \$116,014.08	\$2,320.28 \$120,654.56
7/1/2025	\$2,032.97 \$105,714.44	\$2,114.30 \$109,943.60	\$2,198.86 \$114,340.72	\$2,286.82 \$118,914.64	\$2,378.29 \$123,671.08
GRADE: N-148					
CONSTRUCTION PROJECT MANAGER (40 HRS.)					
STEPS	0	1	2		
7/1/2023	\$1,869.80 \$97,229.60	\$1,924.74 \$100,086.48	\$2,017.42 \$104,905.84		
7/1/2024	\$1,916.55 \$99,660.60	\$1,972.86 \$102,588.72	\$2,067.86 \$107,528.72		
7/1/2025	\$1,964.46 \$102,151.92	\$2,022.18 \$105,153.36	\$2,119.55 \$110,216.60		
GRADE: N-15					
CHIEF OF STAFF (37.5 HRS.)					
HUMAN RESOURCES DIRECTOR (37.5 HRS.) <u>NEW SALARY RANGE</u>					
STEPS	0	1	2	3	4
7/1/2023	\$2,111.34 \$109,789.68	\$2,195.80 \$114,181.60	\$2,283.48 \$118,740.96	\$2,374.97 \$123,498.44	\$2,469.97 \$128,438.44
7/1/2024	\$2,164.13 \$112,534.76	\$2,250.69 \$117,035.88	\$2,340.57 \$121,709.64	\$2,434.34 \$126,585.68	\$2,531.72 \$131,649.44
7/1/2025	\$2,218.23 \$115,347.96	\$2,306.96 \$119,961.92	\$2,399.09 \$124,752.68	\$2,495.20 \$129,750.40	\$2,595.01 \$134,940.52
GRADE: N-157					
DEPUTY HEALTH DIRECTOR (37.5 HRS.)					
STEPS	0	1	2	3	4
7/1/2023	\$ 1,786.90 \$ 92,918.80	\$ 1,940.45 \$ 100,903.40	\$ 2,070.63 \$ 107,672.76	\$ 2,209.92 \$ 114,915.84	\$ 2,360.60 \$ 122,751.20
7/1/2024	\$ 1,831.57 \$ 95,241.64	\$ 1,988.96 \$ 103,425.92	\$ 2,122.40 \$ 110,364.80	\$ 2,265.17 \$ 117,788.84	\$ 2,419.61 \$ 125,819.72
7/1/2025	\$ 1,877.36 \$ 97,622.72	\$ 2,038.68 \$ 106,011.36	\$ 2,175.45 \$ 113,123.40	\$ 2,321.80 \$ 120,733.60	\$ 2,480.10 \$ 128,965.20

7b

GRADE: N-158 ASST. DIRECTOR OF PUBLIC WORKS (40 HRS.)					
STEPS	0	1	2		
7/1/2023	\$1,995.97 \$103,790.44	\$2,137.02 \$111,125.04	\$2,288.48 \$119,000.96		
7/1/2024	\$2,045.87 \$106,385.24	\$2,190.45 \$113,903.40	\$2,345.69 \$121,975.88		
7/1/2025	\$2,097.02 \$109,045.04	\$2,245.21 \$116,750.92	\$2,404.34 \$125,025.68		
GRADE: N-16 DIRECTOR OF PUBLIC WORKS (40 HRS.) <u>NEW SALARY RANGE</u>					
STEPS	0	1	2	3	4
7/1/2023	\$2,408.33 \$125,233.16	\$2,504.66 \$130,242.32	\$2,592.32 \$134,800.64	\$2,683.04 \$139,518.08	\$2,776.96 \$144,401.92
7/1/2024	\$2,468.54 \$128,364.08	\$2,567.28 \$133,498.56	\$2,657.13 \$138,170.76	\$2,750.12 \$143,006.24	\$2,846.38 \$148,011.76
7/1/2025	\$2,530.25 \$131,573.00	\$2,631.46 \$136,835.92	\$2,723.56 \$141,625.12	\$2,818.87 \$146,581.24	\$2,917.54 \$151,712.08
GRADE: N-17 CITY ATTORNEY (37.5 HRS.)					
STEPS	0	1	2	3	
7/1/2023	\$2,156.94 \$112,160.88	\$2,355.36 \$122,478.72	\$2,603.47 \$135,380.44	\$2,867.65 \$149,117.80	
7/1/2024	\$2,210.87 \$114,965.24	\$2,414.25 \$125,541.00	\$2,668.56 \$138,765.12	\$2,939.34 \$152,845.68	
7/1/2025	\$2,266.14 \$117,839.28	\$2,474.60 \$128,679.20	\$2,735.27 \$142,234.04	\$3,012.83 \$156,667.16	
HEALTH DIRECTOR (37.5 HRS.) <u>HS STIPEND INCLUDED IN BASE PAY</u>					
		M.D.	M.P.H.		
7/1/2023		\$3,542.04 \$184,185.85	\$2,977.97 \$154,854.36		
7/1/2024		\$3,630.59 \$188,790.49	\$3,052.42 \$158,725.71		
7/1/2025		\$3,721.35 \$193,510.26	\$3,128.73 \$162,693.86		
DEPARTMENT OF PERMITTING & LAND USE DIRECTOR (37.5 HRS.)					
7/1/2023		\$2,439.67 \$126,862.73			
7/1/2024		\$2,500.66 \$130,034.30			
7/1/2025		\$2,563.18 \$133,285.16			

GRADE:						
IT Manager (37.5 HRS.) (Moved from MSA Union to Non-Represented per MOU – No Change in Wages)						
STEPS	0	1	2	3	4	5
7/1/2023	\$ 1,867.50 \$ 97,110.00	\$ 1,955.84 \$ 101,703.68	\$ 2,044.41 \$ 106,309.32	\$ 2,132.92 \$ 110,911.84	\$ 2,221.41 \$ 115,513.32	\$ 2,354.83 \$ 122,451.16
12/1/2023	\$ 1,873.28 \$ 97,410.56	\$ 1,961.61 \$ 102,003.72	\$ 2,050.18 \$ 106,609.36	\$ 2,138.69 \$ 111,211.88	\$ 2,227.18 \$ 115,813.36	\$ 2,360.60 \$ 122,751.20
7/1/2024	\$ 1,920.11 \$ 99,845.72	\$ 2,010.65 \$ 104,553.80	\$ 2,101.43 \$ 109,274.36	\$ 2,192.16 \$ 113,992.32	\$ 2,282.86 \$ 118,708.72	\$ 2,419.61 \$ 125,819.72
7/1/2025	\$ 1,968.11 \$ 102,341.72	\$ 2,060.91 \$ 107,167.32	\$ 2,153.97 \$ 112,006.44	\$ 2,246.96 \$ 116,841.92	\$ 2,339.93 \$ 121,676.36	\$ 2,480.10 \$ 128,965.20

**ARTICLE IV
LIBRARY DIRECTOR**

SCHEDULE Z

GRADE: Z-01						
LIBRARY DIRECTOR (37.5 HRS.) NEW SALARY RANGE						
STEP	0	1	2	3	4	
7/1/2023	\$2,065.13 \$107,386.76	\$2,147.74 \$111,682.48	\$2,233.64 \$116,149.28	\$2,322.99 \$120,795.48	\$2,415.91 \$125,627.32	
7/1/2024	\$2,116.76 \$110,071.52	\$2,201.43 \$114,474.36	\$2,289.48 \$119,052.96	\$2,381.06 \$123,815.12	\$2,476.31 \$128,768.12	
7/1/2025	\$2,169.68 \$112,823.36	\$2,256.47 \$117,336.44	\$2,346.72 \$122,029.44	\$2,440.59 \$126,910.68	\$2,538.21 \$131,986.92	

8a

RESUME

FULL NAME: Jolyn Washington- Walker

ADDRESS: 679 Wheelers Farms Road, 06461

PHONE NUMBER: 203-506-5960

POLITICAL AFFILIATION: R _____ D _____ X _____ U _____

PLACE OF EMPLOYMENT: (With Job Title) African Expressions by Jolyn-
President/CEO

EDUCATION: (List All Degrees) Business Management Degree from Albertus
Magnus

CIVIC ACTIVITIES: Served as Chair of Milford's Racial Equity Club
Served as Vice President of Milford Young Women's Club

PROFESSIONAL ORGANIZATIONS: _____

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

Resolution

RE: Grant Application for Department of Human Services

WHEREAS, there are grant funds available from the State of Connecticut and/or Federal Government for Human Services, and

WHEREAS, it is desirable in the public interest that the Milford Department of Human Services/Milford Youth and Family Services make application to the State and/or in such amounts as may be made available for undertaking a Human Services Program, and to execute a Grant Action request therefore,

NOW THEREFORE, BE IT RESOLVED by the Board of Alderman of the City of Milford:

1. That it is cognizant of the conditions and prerequisites for State assistance imposed by Chapters 133 and 300a of the Connecticut General Statutes.
2. That it recognizes the responsibility for the provision of local grants-in-aid to the extent that they are necessary and required for said program.
3. That the filing of an application by the Milford Department of Human Services/Milford Youth and Family Services is hereby approved and that the Mayor of the City of Milford is hereby authorized to execute and file such application with the State of Connecticut and/or Federal Government to provide such additional information as they may request, to execute a Grant Action Request with the State of Connecticut for state financial assistance and/or with the Federal Government for federal financial assistance if such an agreement is offered, to execute any amendments, rescissions, and revisions thereto, and to act as the authorized representative of the Milford Department of Human Services.

8c

Resolution

RE: Grant Application for Youth and Family Services Activities

WHEREAS, there are grant funds available from the State of Connecticut for Youth and Family Services activities, and

WHEREAS, it is desirable in the public interest that the Milford Department of Human Services/Milford Youth and Family Services make application to the State in such amounts as may be made available for undertaking a Youth Services Bureau Program, and to execute a Grant Action request therefore,

NOW THEREFORE, BE IT RESOLVED by the Board of Alderman of the City of Milford:

1. That it is cognizant of the conditions and prerequisites for State assistance imposed by Sections 17-443 of the Connecticut General Statutes.
2. That it recognizes the responsibility for the provision of local grants-in-aid to the extent that they are necessary and required for said program.
3. That the filing of an application by the Milford Department of Human Services/Milford Youth and Family Services is hereby approved and that the Mayor of the City of Milford is hereby authorized to execute and file such application with the State of Connecticut, to provide such additional information as the State may request, to execute a Grant Action Request with the State of Connecticut for state financial assistance and if such an agreement is offered, to execute any amendments, rescissions, and revisions thereto, to act as the authorized representative of the Milford Department of Human Services, Milford Youth and Family Services, Youth Services Bureau, and to accept any funds tendered under said grant.

8d

3

Resolution

RE: Grant Application for Office of Early Childhood

WHEREAS, pursuant to Chapter 133 and 300a of the Connecticut General Statutes, the Commissioner of the Connecticut Office of Early Childhood is authorized to extend financial assistance to municipalities and human service agencies; and

WHEREAS, it is desirable in the public interest that the City of Milford Department of Human Services make application to the State in such amounts as may be made available for undertaking a Child Day Care Program and, Grant Request therefore,

NOW THEREFORE, BE IT RESOLVED by the Board of Alderman of the City of Milford:

1. That it is cognizant of the conditions and prerequisites for State assistance imposed by Chapters 133 and 300a of the Connecticut General Statutes.
2. That it recognizes the responsibility for the provision of local grants-in-aid to the extent that they are necessary and required for said program.
3. That the filing of an application by the Milford Department of Human Services (Good Child Development Center) is hereby approved and that the Mayor of the City of Milford is hereby authorized to execute and file such application with the Commissioner of the Connecticut Office of Early Childhood to provide such additional information as the Commissioner may request, to execute a Grant Action Request with the State of Connecticut for state financial assistance if such an agreement is offered, to execute any amendments, advances, and revisions thereto, and to act as the authorized representative of the Milford Department of Human Services.

DATE: 04/18/24
TO: Board of Aldermen
FROM: Mayor's Office



THE CITY OF MILFORD, CT

FISCAL YEAR 2023-2024

ALLOCATION TRANSFER

Transfer No.

7

TRANSFER FROM

1005 390200

CLASSIFICATION

Fund 1005 - Fund Balance Unreserved, undesignated

MAYOR PROPOSES

20,000

BOARD OF ALDERMEN APPROVES

TRANSFER TO

404220 575386 0406

CLASSIFICATION

Fire Vehicles
(Due to sale of Tower One)

MAYOR PROPOSES

20,000

BOARD OF ALDERMEN APPROVES

BE IT RESOLVED

By the Board of Aldermen of the City of Milford that, in accordance with the provisions of the Connecticut General Statutes and upon recommendation of the Mayor of the City of Milford, the unallocated funds, as indicated herewith, are hereby allocated for

RECOMMENDED BY: *Anthony J. Samantavari*
MAYOR
DATE 4/24/24

I CERTIFY THAT THE AMOUNT RECOMMENDED FOR ALLOCATION FOR THE ABOVE-INDICATED AMOUNT IS UNEXPENDED AND UNENCUMBERED.
FINANCE DIRECTOR *Robert J. ...*
DATE 4-18-2024

8e

MUTUAL BENEFIT AND USE AGREEMENT

WHEREAS, it is foreseen that it may be in the public's interest to provide for the expedient removal of storm debris resulting from a storm or manmade event within the corporate limits of the City of Milford CT.; and

WHEREAS, the immediate recovery of the City of Milford, CT. and the health and safety of its citizens is a major concern and a primary priority for recovery; and

WHEREAS, the City of Milford, CT. has a community interest with the State of Connecticut with respect to the emergency debris removal that may be necessary to affect a recovery from an anticipated storm event; and

WHEREAS, the State of Connecticut has selected through a competitive process a firm proficient in providing debris removal; and

WHEREAS, the City of Milford, CT. has reviewed the solicitation, proposal, and evaluation related to the selection of AshBritt, Inc. by the State of Connecticut and endorses with the procurement process and the resulting selection; and

WHEREAS, the City of Milford, CT. has reviewed the Contract for Disaster Debris Response and Management Services between the State of Connecticut and AshBritt, Inc., Agency Document #22PSX0119, and has found the scope of services, prices, terms and conditions as set forth in this Contract to be reasonable, acceptable and of benefit to its citizens; and

THEREFORE, having reached concurrence and acceptance of the procurement process and the contract stipulations, the City of Milford, CT. agrees to enter into a contract with AshBritt, Inc. for disaster debris response and management services without modification to the original terms, conditions or pricing. Further, any Amendments entered into between the State of Connecticut and AshBritt, Inc., including but not limited to, contract term extensions and pricing, shall automatically apply to this Mutual Benefit and Use Agreement between the City of Milford, CT. and AshBritt, Inc.

Having full authority, the parties do hereby complete this agreement by signing below.

AshBritt, Inc.

City of Milford, CT.

Authorized Signor

Authorized Signor

Printed Name

Printed Name

Title

Title

8f



Contract Number: 22PSX0119
Disaster Debris Response and Management
Services

State of Connecticut
AND
AshBritt, Inc.

Introduction

This contract (the "Contract") is made by and between, **AshBritt, Inc.** (the "Contractor") and the State of Connecticut, acting by its Department of Administrative Services ("DAS") in accordance with sections 4a-2 and 4a-51 of the Connecticut General Statutes.

The Contractor and the State agree as follows:

1. Definitions

The following definitions apply in this Contract, except to the extent modified in Exhibit A, in which case Exhibit A controls.

a. Business Day

A day of the week recognized by the Client Agency as a workday, exclusive of Saturdays, Sundays and any State or federal holiday.

b. Claims

All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any forum.

c. Client Agency

Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, non-profit organization organized in this State and any entity identified in Conn. Gen. Stat. Sec. 4a-54, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms of this Contract.

d. Client Agency Data

Any data or information of the Client Agency that Contractor receives or creates by any means and in any form in connection with this Contract, Deliverables or Performance, including data and information with respect to any one or more of the following: databases, systems, operations, facilities, and regulatory compliance.

e. Confidential Information

Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number and residential address, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

f. Confidential Information Breach

Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, or State.

g. Contractor Parties

Contractor's members, principals, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity or with whom Contractor contracts to Perform under this Contract in any capacity.

h. Corrective Action Plan, or CAP

A detailed written plan produced by Contractor at the request of the Client Agency to correct or resolve a Breach identified by the Client Agency in accordance with the Breach section of this Contract.

i. Deliverable

Each (1) Good, Service, or fulfillment of Performance; and (2) warranty of a Deliverable(s) that is listed in the Pricing Schedule or provided by Contractor as an element of Contractor's overall approach and solution to the requirements of this Contract. Any one of them or a combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor.

j. Deliverables Document

Exhibit A and Exhibit C and Attachment A1 through Attachment A16 which sets forth and describes the Deliverables that are to be provided or made available to the State under this Contract or in a Statement of Work, as applicable, and the specific requirements and terms applicable to those Deliverables.

k. Force Majeure Event

Strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

l. Goods

All things which are movable, including, but not limited to, supplies, materials, equipment, hardware, software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property without material harm to the things.

m. Goods or Services

Goods, Services or both, as specified in the Solicitation and set forth in Exhibit A.

n. Perform

All acts and things of the Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Contract fully, including the Deliverables and all other Contract obligations. The word "Perform" includes all parts of speech.

o. Price Schedule

Exhibit B to this Contract which when read in conjunction with Exhibit A, Deliverables Document, lists the Deliverables available under this Contract and establishes the components, unit pricing and price schedules for each Deliverable.

p. Purchase Order

A written or electronic document that the Client Agency issues for one or more Deliverables in accordance with the terms of this Contract.

q. Records

All working papers and such other information and materials furnished or prepared by the Contractor in Performing including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

r. Services

The labor or work, necessary or appropriate for the Contractor to Perform.

s. Site

Location(s) specified by the Client Agency where Deliverables are to be installed, Services rendered, or materials furnished.

t. Solicitation

A State request, in whatever form issued, inviting bids, proposals or quotes for Deliverables, typified by, but not limited to, an invitation to bid, request for proposal, requests for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of DAS. The Solicitation is incorporated into and made a part of this Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposal is not incorporated into this Contract in its entirety, but, rather, it is incorporated into this Contract only to the extent specifically stated in Exhibit A.

u. Solicitation Response

A submittal in response to a Solicitation.

v. Specifications

Contractor's published technical and non-technical detailed descriptions of each Deliverable's

capabilities, or intended use or both, as more fully set forth in this Contract or a Statement of Work, as applicable.

w. State

The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.

x. Statement of Work ("SOW")

Statement issued in connection with a Purchase Order for a Deliverable available under this Contract which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.

y. Term

The original term of this Contract plus any extensions exercised under this Contract.

z. Termination

An end to this Contract prior to the end of its Term.

aa. Title

All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Deliverable.

2. Term of Contract; Contract Extension

This Contract will be in effect from October 31, 2023 (the "Effective Date") to October 30, 2026. DAS, in its sole discretion, may extend this Contract for additional terms beyond the Term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original Term.

3. Description of Deliverables

The Contractor shall Perform as set forth in Exhibit A.

4. Price Schedule, Payment Terms and Billing and Price Adjustments

a. Price Schedule:

Price Schedule under this Contract is set forth in Exhibit B.

b. Payment Terms and Billing:

1. Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in this Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or twenty-five (25) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as

applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

2. The State shall make all payments to the Contractor through electronic funds transfer via the Automated Clearing House ("ACH") or through the State of Connecticut Purchasing Card Program ("P-Card Program or P-Card") in accordance with sections 4-98(c) and 42-133ff(a) of the Connecticut General Statutes. Contractor shall enroll in ACH through the Office of the State Comptroller prior to sending any invoice to the State. The Contractor may obtain detailed information regarding ACH at: <http://www.osc.ct.gov/vendor/directdeposit.html>.
3. Contractor shall be equipped to receive orders issued by the Client Agency using the P-Card Program. The Contractor shall be responsible for the credit card user-handling fee associated with P-Card Program purchases. The Contractor shall charge the P-Card upon acceptance of Goods delivered to the Client Agency or Deliverables accepted.
4. Questions regarding the state of Connecticut P-Card Program may be directed to the Procurement Card Program Administrator at DAS.PCardAdmin@ct.gov.
5. Notwithstanding any language regarding Contractor price adjustments herein, the Price Schedule will be adjusted to reflect any increase in the standard or minimum wage rates that may occur during the Term of this Contract as mandated by State law and in accordance with the terms of this Section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State substantiating the amount of any increase in Contractor labor costs as a result of changes to the standard or minimum wage rates within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.

c. Price Adjustments

Prices for Deliverables listed in Exhibit B shall remain unchanged for twelve (12) months following the Effective Date of this Contract. The Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the annual anniversary dates of the Effective Date of this Contract during the Term of this Contract. During this thirty (30) day period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support for the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of this Contract. The Contractor shall submit all requests in accordance with Contract Section Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the Effective Date of this Contract, if approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any Purchase Order(s) issued prior to the effective date of the approval at the price in effect at the time of the issuance of the Purchase Order.

5. Prevailing Wages

Some or all of the Performance may be subject to prevailing wages. Accordingly, the following

provision is included in accordance with the requirements of Conn. Gen. Stat. Sec. 31-53(a):

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Conn. Gen. Stat. Sec. 31-53(a), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed.

Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

6. Standard Wages

Contractors shall comply with all provisions of section 31-57f of Connecticut General Statutes, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Connecticut Department of Labor. Information regarding this Statute and how and when it applies can be obtained from Connecticut Department of Labor's website at <https://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>

Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or the designated representative. A link to the Standard Wages can be reached at:

<https://www.ctdol.state.ct.us/wgwkstnd/prevailing-rates/service/rates-service.htm>

7. Order and Delivery

The Contractor shall Perform in accordance with Exhibit A and at the prices set forth in Exhibit B. Except as it may otherwise be set forth in Exhibit A or B, as applicable, the Contractor shall deliver the Goods free on board ("F.O.B"), wherever specified by the Client Agency in its Purchase Order or in another communication to Contractor.

Subject to the Sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, this Contract shall bind the Client Agency to order the Deliverables from the Contractor, and to pay for the accepted Deliverables in accordance with Exhibit B.

8. Purchase Orders

- a. This Contract itself is not an authorization for the Contractor to begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued Purchase Order against this Contract for Performance.
- b. The Client Agency shall issue a Purchase Order against this Contract directly to the Contractor and to no other party.
- c. All Purchase Orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase Orders issued in compliance with such requirements shall be deemed to be duly issued.
- d. A Contractor Performing without a duly issued Purchase Order in accordance with this Section does so at the Contractor's own risk.

- e. The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued Purchase Orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the Purchase Order or a copy bearing any hand-written signature or other "original" marking.

9. Delivery

- a. Delivery shall be made as ordered and in accordance with this Contract. Unless otherwise specified in this Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- b. In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in this Contract, such extension applying only to the particular item or shipment.
- c. Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in this Contract.
- d. All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

10. Time of the Essence

Time is of the essence with respect to all provisions of this Contract that specify a time for Performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

11. Waiver

- a. No waiver of any Breach of this Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or at law or in equity.
- b. A party's failure to insist on strict performance of any provision of this Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

12. Goods: Standards and Appurtenances and Inspection

- a. Standards and Appurtenances

Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in this Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under this Contract. Where this Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

b. Inspection

The Commissioner of DAS, in consultation with the Client Agency, shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the Specifications in this Contract. If any Goods fail in any way to meet the Specifications in this Contract, the Client Agency or the Commissioner of DAS may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the Specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

13. Emergency Standby for Deliverables

If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have.

Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via Purchase Order or through a request to make an expedited or prioritized purchase through the State of Connecticut P-Card Program. If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the Purchase Order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

14. Data: Access

Access to Contract and State Data

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning this Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

15. Rejected Items; Abandonment

a. The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with this Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:

1. they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all

ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

2. there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 3. they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 4. if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
 5. they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- b. The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this Section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this Section.

16. Project Personnel

- a. The Client Agency shall designate a project administrator ("Project Administrator"), who may be replaced at the discretion of the Client Agency and shall notify Contractor in writing of such designation. The Project Administrator shall have the authority to act for the Client Agency under this Contract for scheduling, issue resolution, meeting coordination and information dissemination and for any Deliverables and such authority shall continue to be in effect throughout the Term, unless the Client Agency sooner notifies Contractor in writing of any change in the authority or identity of the Project Administrator.
- b. The Contractor shall designate individual employees of Contractor who, from time to time, hold positions with the job functions described in a SOW or PO in accordance with this Contract ("Key Contractor Personnel"). The parties shall complete, date and sign a project team member list identifying the Key Contractor Personnel assigned to the project and attach the list to the applicable PO or SOW, or both. Contractor shall not remove any Key Contractor Personnel except in accordance with the following:
 1. If one or more of the Key Contractor Personnel, for any reason, becomes or is expected to become unavailable for work for a continuous period exceeding 5 Business Days, or is expected to devote substantially less effort to the work than anticipated at the time that they

were approved as Key Contractor Personnel, then the Contractor shall, subject to the concurrence of the Project Administrator, replace that Key Contractor Personnel with personnel of at least equal ability and qualifications no later than 2 Business Days after being notified or becoming aware of the Key Contractor Personnel's actual or expected unavailability or the date agreed upon by the Project Administrator, whichever is earlier.

2. For any reason, the Client Agency may demand, in writing, that the Contractor either remove one or more Key Contractor Personnel, or, remove the Key Contractor Personnel and provide a substitute. The request may, but need not, provide a detailed explanation of the circumstances for the proposed removal. The Contractor shall deliver the resumes of the proposed substitute Key Contractor Personnel to the Project Administrator for consideration within 3 Business Days of receiving the substitution request. The Project Administrator shall notify the Contractor of approval or disapproval in writing within 3 Business Days of receiving the resumes. Once the Client Agency approves, the Contractor shall make the change in the Key Contractor Personnel within 2 Business Days of the approval.
 3. Time is of the essence in the removal process of Key Contractor Personnel. Accordingly, the Contractor shall do and perform all acts and things that are necessary or appropriate in order to minimize or eliminate disruptions to the Performance.
- c. If the project team member list will change, then the parties shall date and sign a revised project team member list to reflect any changes to the Key Contractor Personnel. The parties will do so no later than ten (10) days after the effective date of the change and the parties will indicate on the revised list that such revised list supersedes the list being revised. The revised list will be deemed to be attached to the Purchase Order or SOW, or both, as of the date that the last party signs it, without any further act necessary of either party.

17. Reserved

18. Working and Labor Synergies

The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties, their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under this Contract.

19. Background Checks

The Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of Connecticut Department of Emergency Services and Public Protection, or as provided for in any State document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

20. Contractor Guaranties and Implied Warranties

- a. Contractor shall:
 1. Perform fully under this Contract;

2. Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
3. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the Site, Goods, the Contractor's work or that of Contractor Parties;
4. With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices.
5. Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
6. Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

b. Implied Warranties

DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

21. Representations and Warranties Regarding Motor Vehicles

If in the course of Performance or in any other way related to this Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

- a. it is the owner of record or lessee of record of each such motor vehicle used in the Performance of this Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- b. each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of this Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- c. each Contractor Party who uses or operates a motor vehicle at any time in the Performance of this Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

- d. each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

22. Sales and Use Report

Contractor shall deliver a sales and use report on a quarterly basis, in form and content as pre-approved by DAS or the Client Agency. The Contractor shall deliver the report within ten (10) days following the end of each calendar quarter. The Contractor shall provide the Client Agency with any additional reports as the Client Agency may request from time to time within ten (10) days following receipt of the Client Agency's written request. Timely submission of these reports is a material requirement of this Contract. All Title and property rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, the Client Agency shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this Section.

23. Breach

- a. If one party (the "Non-breaching Party") determines that the other (the "Breaching Party") has failed to comply with any of the Breaching Party's corresponding Contract obligations (a "Breach"), then the Non-Breaching Party shall provide written notice of such failure to the Breaching Party in accordance with this Contract. The Non-breaching Party must provide the Breaching Party an opportunity to remedy the Breach within thirty (30) calendar days from the date of the notice. However, if Contractor is the Breaching Party, then the Client Agency may set forth any remedy period in the notice, so long as that period is otherwise consistent with the provisions of this Contract. The period set forth in the notice is known as the "Remedy Period." The Non-Breaching Party shall extend the Remedy Period if it is satisfied that the Breaching Party is making a good faith effort to remedy the Breach, but the nature of the Breach is such that it cannot be remedied within the Remedy Period.
- b. If the Client Agency determines that the Contractor has committed a Breach, then the Client Agency may require the Contractor to, and Contractor shall, prepare and submit to the Client Agency a CAP in connection with the identified Breach. Contractor shall provide in the CAP a detailed explanation of the deficiencies and other factors that contributed to the cited Breach, Contractor's assessment or diagnosis of Breach (identifying the deficiencies and factors in reasonable detail, with references to the applicable Specifications), and a specific proposal to remedy or resolve the Breach. Contractor shall submit the CAP to the Client Agency within (10) Business Days following the Client Agency's request for the CAP for the Client Agency's review and approval. Within (10) Business Days of receiving the CAP, the Client Agency must either

approve the CAP, or reject it by delivering to Contractor a written explanation for the rejection. If the Client Agency fails to accept or reject the CAP within the (10) Business Days, then the CAP is deemed to have been approved, without more. The Client Agency's explanation for the rejection must include suggestions for changes to the CAP and the Contractor shall address the suggestions in such a manner to make it likely that the Client Agency will approve the CAP when the Contractor re-submits it to the Client Agency for review and approval. If the Client Agency rejects a CAP, then the parties will repeat this submittal and review process until the earliest of one of the following: (1) the Client Agency accepts a CAP, (2) the Client Agency waives its right to receive a CAP, (3) Contractor remedies the Breach, (4) the Client Agency waives the Breach, or (5) the Client Agency makes a determination to Terminate this Contract. After the first rejection, each of the parties will have (5) Business Days, instead of (10) Business Days, within which to review the CAP. Each subsequent revision and review will be for up to (3) Business Days each instead of (10) or (5) Business Days.

- c. If the Client Agency determines that the Contractor has Breached this Contract, then the Client Agency may withhold payment in whole or in part for any amounts due pending resolution of the Performance issue, provided that the Client Agency notifies Contractor in writing prior to the date that the payment would have been due.
- d. For purposes of the Client Agency determining whether there is a Breach under this Contract, or whether any statement in the Representations and Warranties Section of this Contract is false or misleading, the parties deem the Acts of the Contractor Parties to be the Acts of the Contractor itself, as if the Contractor itself was the subject of the Acts which the Client Agency considers in determining if there was a Breach, or an instance of false or misleading statements, or both.
- e. The written notice of the Breach may include an effective Termination date. If the identified Breach is not remedied by the stated Termination date, unless otherwise modified by the Non-breaching Party in writing before such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, then the Non-breaching Party shall provide the Breaching Party no less than twenty-four (24) hours' prior written notice before terminating this Contract.
- f. Notwithstanding any provisions in this Contract, DAS may terminate this Contract with no Remedy Period for Contractor's Breach or violation of any of the representations or warranties in this Contract and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party. Termination under this Breach section is subject to the provisions of the Termination Section of this Contract. In case of such revocation or Termination, the Client Agency will have no liability or responsibility to Contractor or Contractor Parties or any third party, or any of them, resulting from the Termination or revocation.
- g. None of the State's rights under this Breach Section diminishes the State's rights under the Termination Section of this Contract.

24. Termination

- a. Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate this Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this Section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under this Contract prior to such date.
- b. Notwithstanding any provisions in this Contract, either party, through a duly authorized employee, may, after making a written determination that the other party has Breached this Contract and has failed to remedy the Breach, Terminate this Contract in accordance with the Breach Section of this Contract.

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- c. Notices of Termination must be sent certified in accordance with the Notice Section of this Contract. Upon receiving the Termination notice from DAS, the Contractor shall immediately modify or discontinue all Performance affected in accordance with the terms of the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to DAS or the Client Agency (as directed in the notice) all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to DAS or the Client Agency (as directed in the notice) no later than thirty (30) days after the Termination of this Contract or fifteen (15) days after the Contractor receives a written request from DAS for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- d. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and Purchase Orders and shall not enter into any further subcontracts, Purchase Orders or commitments.
- e. The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A or a SOW, as applicable, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency will not tender to the Contractor any payments for anticipated or lost profits. Upon request by the Client Agency, the Contractor shall assign to the Client Agency, or any replacement contractor which the Client Agency designates, all subcontracts, Purchase Orders and other commitments, deliver to the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency (as directed in the notice) may request.
- f. Upon Termination of this Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the Sections which survive Termination. All representations, warranties, agreements and rights of the parties under this Contract shall survive such Termination to the extent not otherwise limited in this Contract and without each one of them having to be specifically mentioned in this Contract.
- g. Termination of this Contract pursuant to this Section shall not be deemed to be a Breach of contract by DAS or the Client Agency.

25. Continued Performance

The Contractor and Contractor Parties shall continue to Perform their obligations under this Contract while any dispute concerning this Contract is being resolved.

26. Open Market Purchases

Failure of the Contractor to Perform within the time specified in this Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as this Contract provides or allows, constitutes a Breach of this Contract and as a remedy for such Breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate this Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate this Contract, the Client Agency will deduct such open market

purchases from this Contract's quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

27. Setoff

The State, in its sole discretion, may setoff and withhold (1) any costs or expenses including but not limited to costs or expenses such as overtime, that the State incurs resulting from the Contractor's unexcused Breach under this Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts of whatever nature that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under this Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff and to withhold shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' Breach of this Contract, all of which shall survive any setoffs and withholdings by the State.

28. Cross-Default

- a. If the Contractor or Contractor Parties Breach, default or in any way fail to Perform satisfactorily under this Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in this Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- b. If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under this Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or this Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under this Contract.

29. Sovereign Immunity

The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

30. Representations and Warranties

Contractor represents and warrants to the State for itself and, as applicable, the Contractor Parties that:

- a. each is a duly and validly existing under the laws of each such entity's respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Contract. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Contract and have the power and authority to execute, deliver and Perform its obligations under this Contract;

8f

- b. each will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; Title 4a, Chapter 51 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a-194a concerning the use of polystyrene foam;
- c. the execution, delivery and Performance of this Contract will not violate, be in conflict with, result in a Breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- d. each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- e. as applicable, each has not, within the three years preceding the Effective Date of this Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under this Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or Performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;
- f. each is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- g. they have notified DAS in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;
- h. none has employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Contract and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract or any assignments made in accordance with the terms of this Contract;
- i. to the best of each entity's knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Contract;
- j. each shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that would be required disclosure on Form 8-K of the Securities Exchange Act of 1934 no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the Section of this Contract concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;
- k. each entity's participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- l. the proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the

8f

Tangible Personal Property Section of this Contract) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;

- m. each is able to Perform under this Contract using their own resources or the resources of a party who has not submitted a proposal;
- n. if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;
- o. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- p. none owes unemployment compensation contributions;
- q. none is delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- r. all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- s. each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or the Client Agency, such information as DAS or the Client Agency may require to evidence, in their sole determination, compliance with this Section;
- t. each either owns or has the authority to use all the Deliverables;
- u. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- v. to the best knowledge of Contractor, the Client Agency's use of any Deliverables in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- w. if any party shall procure any Deliverables, they shall sublicense such Deliverables and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables; and
- x. each shall assign or otherwise transfer to the Client Agency or afford the Client Agency the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

31. Further Assurances

The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in this Contract, in order to give full effect to this Contract and to carry out the intent of this Contract.

32. Advertising

The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS' prior written approval.

33. Contractor Changes

The Contractor shall notify DAS in writing no later than ten (10) days from the effective date of any change in:

- a. its certificate of incorporation or other organizational document;
- b. more than a controlling interest in the ownership of the Contractor; or
- c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS' satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of this Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS' written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under this Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under this Contract until Performance is fully completed.

34. Contractor Responsibility

- a. The Contractor shall be responsible for the entire Performance under this Contract regardless of whether the Contractor itself Performs. The Contractor shall be the sole point of contact concerning the management of this Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of this Contract.
- b. The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

35. Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each Client Agency. It is the responsibility of Contractor to understand and adhere to the Client Agency's policies and procedures prior to entering the Client Agency Site to Perform under this Contract.

36. Disclosure of Contractor Parties Litigation

Contractor shall require that all Contractor Parties, as appropriate, disclose in writing to Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Contract, no later than ten (10) calendar days after becoming aware of or after they should have become aware of any such Claims.

37. Protection of Confidential Information

- a. Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time.
- b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Client Agency or DAS concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;
 3. A process for reviewing policies and security measures at least annually;
 4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 5. Encrypting of Confidential Information that is stored on laptops, portable devices and storage media or that is being transmitted electronically.
- c. Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Client Agency after consultation with the Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a- 701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of DAS, the Client Agency, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from DAS, the Client Agency, or any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Contract.
- d. Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the provisions of this Contract concerning the obligations of the Contractor to the Client Agency or DAS.

38. Confidentiality; Non-Disclosure

The State shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor as the State does its own property of a similar nature and shall take reasonable steps to ensure that neither the confidential information of Contractor nor any part of it will be disclosed for reasons other than its own business interests. Such prohibition on disclosures does not apply to disclosures by the State to its employees, agents or representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State will take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Contract. The State's performance of the requirements of this Section shall be subject to the State of Connecticut Freedom of Information Act ("FOIA").

All Records, Client Agency Data, and any Data owned by the State in any form, in the possession of the Contractor or Contractor Parties, whether uploaded, collected, stored, held, hosted, located or utilized by Contractor and Contractor Parties directly or indirectly, must remain within the continental United States.

39. Disclosure of Records Concerning Governmental Functions

This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

40. Audit and Inspection of Plants, Places of Business and Records

- a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Contract.
- b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- c. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty- four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- d. Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a Breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not

receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract.

- e. Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (1) final payment under this Contract, or (2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f. Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- g. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

41. Audit Requirements for Recipients of State Financial Assistance

For purposes of this paragraph, the word "Contractor" shall be deemed to mean "nonstate entity," as that term is defined in section 4-230 of the Connecticut General Statutes. The Contractor shall provide for an annual financial audit acceptable to the Client Agency for any expenditure of State awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor shall comply with federal and State single audit standards as applicable.

42. Indemnification

- a. Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Contract for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Contract. Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. Contractor's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- b. Contractor shall not be responsible for indemnifying, defending or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- c. Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of Contractor or any Contractor Parties. The State shall give Contractor reasonable notice of any such Claims.
- d. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims or both.

- e. Contractor shall carry and maintain at all times during the Term of this Contract, and during the time that any provisions survive the Term of this Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract. Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to DAS prior to the Effective Date of this Contract. Contractor shall not begin Performance until the delivery of the policy to DAS. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Client Agency or the State was contributorily negligent.
- f. This Section shall survive the Termination of this Contract and shall not be limited by reason of any insurance coverage.

43. Forum and Choice of Law

The parties deem this Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of this Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

44. Assignment

The Contractor shall not assign any of its rights or obligations under this Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this Section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS' or the State's rights or possible Claims.

45. Tangible Personal Property

- a. Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - 1. For the Term, Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus with the State under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - 2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - 3. Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in this Contract if any, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

4. Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in this Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.
- b. For purposes of this Section of this Contract, the word "Affiliate" means any person, as defined in section 12-1 of the Connecticut General Statutes, that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten percent of the voting securities of the other person. The term "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
 - c. Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

46. Americans with Disabilities Act

Contractor represents that it is familiar with the terms of the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq, and that it is in compliance with the law. Failure of Contractor to satisfy this standard either now or during the Term as it may be amended will render this Contract voidable at the option of the State upon notice to Contractor. Contractor warrants that it will hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act.

47. Reserved

48. Executive Orders and Other Enactments

- a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its Term, or that may be made applicable to the Contract during its Term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to Perform under this Contract if it chooses to contest the applicability of the Enactments or the State's authority to require compliance with the Enactments.
- b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen 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 this Contract as if they had been fully set forth in it.
- c. This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2)

Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

49. Non-Discrimination

- a. For purposes of this Section, the following terms are defined as follows:
1. "Commission" means the Commission on Human Rights and Opportunities;
 2. "Contract" and "contract" include any extension or modification of the Contract or contract;
 3. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 4. "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;
 5. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 6. "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;
 7. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 8. "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;
 9. "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
 10. "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, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- b. (1) The 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, status as a veteran, intellectual disability, 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 the Contractor further agrees to take affirmative action to ensure 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, status as a veteran, intellectual disability, 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) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the 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) the 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, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the 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.
- c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- g. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor

8f

State of Connecticut
Contract #22PSX0119

will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the 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, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- i. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: 

50. Whistleblower Provision

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

51. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

52. Campaign Contribution Restriction

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

53. Reserved

54. Partnering Efforts with DAS Supplier Diversity Program

Contractor shall assist the DAS Supplier Diversity program and Client Agency in identifying Small Business Enterprises (SBE) and Minority Business Enterprises (MBE) Contractors (collectively known as SBE/MBE contractors). Contractor shall work with the Client Agency to procure Goods or Services from a SBE and MBE, as applicable, to support the Supplier Diversity program.

55. Reserved

56. Reserved

57. Force Majeure

- a. The parties shall not be excused from their respective Contract obligations except in the case of Force Majeure Events and as otherwise provided for in this Contract.
- b. If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Contract, then that failure to comply will not constitute a Breach if (A) that party uses reasonable efforts to comply; (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events; and (C) that party complies with its obligations under subsection (c) of this Section.
- c. If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under this Contract, and

how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its Performance and obligations under this Contract.

- d. Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations.

58. Notice

- a. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this Section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103

Attention: Michael Baczewski

If to the Contractor:

AshBritt, Inc.
565 E Hillsboro Blvd
Deerfield Beach, FL, 33441

Attention: Rob Ray

- b. Details regarding invoices and all technical or day-to-day administrative matters pertaining to this Contract shall be directed to:

Client Agency: The individual specified in the applicable Purchase Order.

Contractor: The individual designated by Contractor in the response to the Solicitation or as the Contractor may otherwise designate in writing to the Client Agency.

59. Headings

The headings given to the Sections in this Contract are inserted only for convenience and are in no way to be construed as part of this Contract or as a limitation of the scope of the particular Section to which the heading refers.

60. Number and Gender

Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

61. Amendments, Supremacy, Entirety of Contract

No amendment to or modification of this Contract shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all Purchase Orders, Statements of Work or other documents authorized in connection with this Contract shall be subject to the terms of this Contract. Any additional terms within any such Purchase Order, Statement of Work, or other document that contradict the terms of this Contract shall have no force or effect and shall in no way affect, change or modify any of the terms of this Contract. This Contract contains the complete and exclusive statement of the terms agreed to by the parties.

62. Severability

If any term or provision of this Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of this Contract shall be valid and enforced to the fullest extent possible by law.

63. Risk of Loss and Insurance

The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverables are in transit, or while in the Client Agency's possession, except when such loss or damage is due directly to the Client Agency's negligence or intentional misconduct. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

The insurance required by this Section shall be written on an occurrence basis as opposed to a "claims made" basis and shall be on such forms, and contain such endorsements and terms, as shall be acceptable to DAS.

Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the Term of this Contract, the insurance described below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

a. Commercial General Liability

Throughout the Term and during the time that any provisions survive the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. The Contractor shall cause the State and its officers, agents, and employees to be named as an additional insured on the policy and shall provide (1) a certificate of insurance (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date evidencing such coverage. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.

b. Automobile Liability

\$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract, then automobile coverage is not required.

c. Workers' Compensation and Employer's Liability

Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period.

d. Excess / Umbrella Liability

Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

e. Professional Liability

During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of \$5,000,000 per Claim and Annual Aggregate. Contractor shall provide the State a certificate of insurance evidencing such Professional Liability Insurance coverage upon written request on an annual basis and shall not begin Performance until such a certificate has been provided to the Client Agency.

f. Reserved

g. Reserved

64. DAS Approval of Subcontractors

DAS must approve any and all subcontractors utilized by the Contractor prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under this Contract to any State entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor must be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor must be provided promptly by the Contractor to DAS upon request. Contractor must provide the majority of the work associated with this Contract. It is understood that there may be times where conflicts due to scheduling may arise, which would lend the Contractor to utilize subcontractors to meet the Client Agency's needs. When this occurs, Contractor must alert DAS for approval of desired subcontractor before work is started.

65. Iran Energy Investment Certification

- a. Pursuant to Conn. Gen. Stat. § 4-252a, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- b. If the Contractor makes a good faith effort to determine whether it has made an investment

described in subsection (a) of this Section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this Section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

66. Large State Contract Representation for Contractor

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

67. Large State Contract Representation for Official or Employee of State Agency

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

68. Reserved

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69. Consulting Agreements Representation

Pursuant to Conn. Gen. Stat. § 4a-81, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in Conn. Gen. Stat. § 53a-157b, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Conn. Gen. Stat. § 54a-81.

Consultant's Name and Title	Name of Firm (if applicable)
-----------------------------	------------------------------

Start Date	End Date	Cost
------------	----------	------

The basic terms of the consulting agreement are:

Description of services provided:

Is the consultant a former State employee or former public official? YES NO

If YES: _____
Name of Former State Agency

Termination Date of Employment

84

State of Connecticut
Contract #22PSX0119

The parties are executing this Contract on the date below their respective signatures.

AshBritt, Inc.

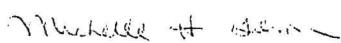
BY: 

Name: Rob-Ray Dow Knight

Title: Senior Vice President
Duly Authorized

Date: 10/24/2023

STATE OF CONNECTICUT
Department of Administrative Services

BY: 

Name: Michelle Gilman

Title: Commissioner, DAS
Duly Authorized

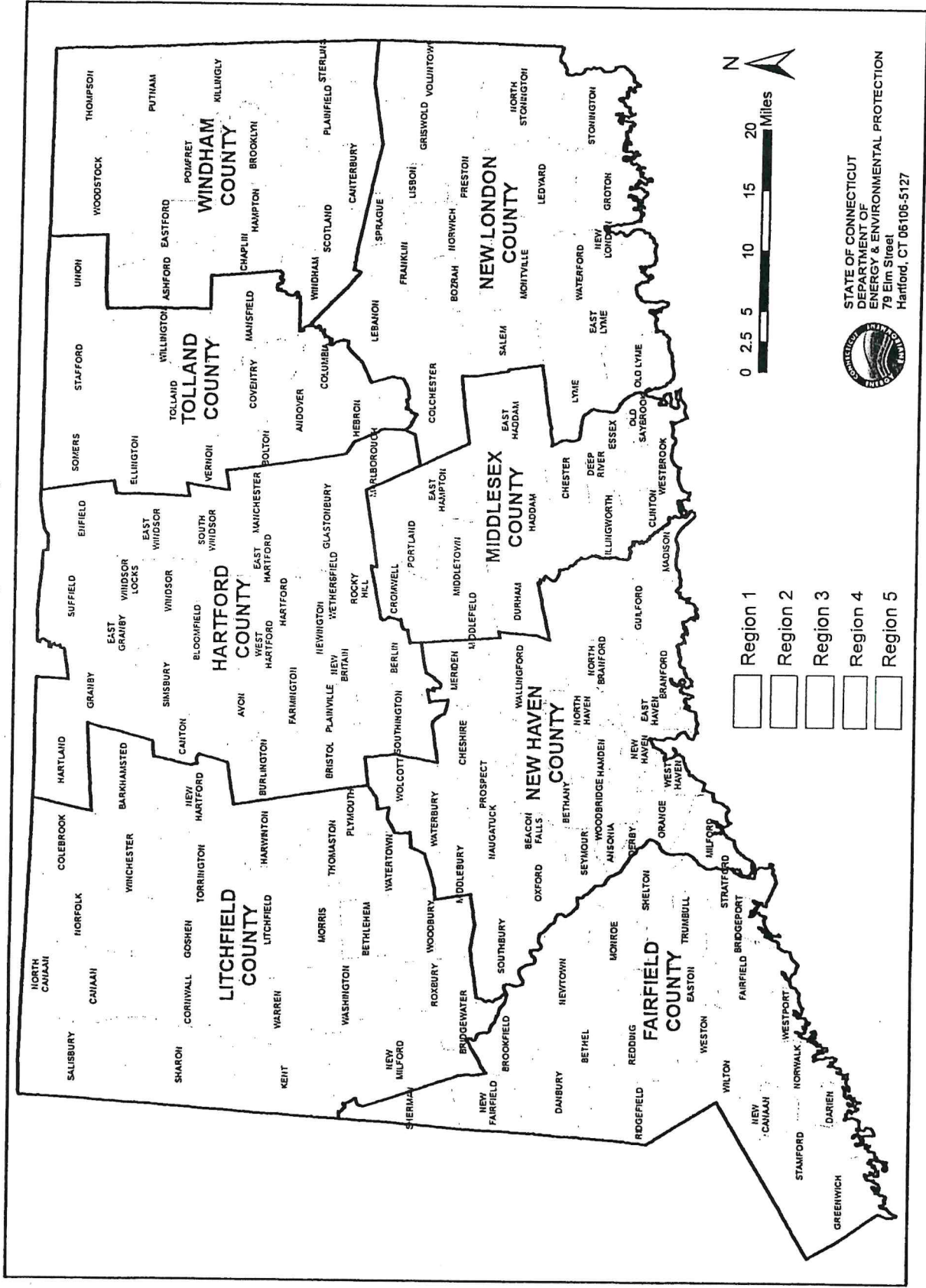
Date:

Contract 22PSX0119 Attachments

Attachment 1	APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING (included in Exhibit A)
Attachment A2	State of Connecticut Town, County, and DEMHS Regional Map
Attachment A3	Debris Load Ticket
Attachment A4	Debris Management Site Load Tracking Log
Attachment A5	Estimating Truck Load Volumes
Attachment A6	Task Order
Attachment A7	Siting Criteria for Debris Management Sites Including Aggregation Sites for Stray and Abandoned Vehicles and Vessels
Attachment A8	Right of Entry / Hold Harmless Agreement Sample
Attachment A9	Demolition of Structures
Attachment A10	Debris Types and Management
Attachment A11	Close-Out of Debris Management Site
Attachment A12	Contractor Truck Certification Form (if required by DDMC and/or Client Agency)
Attachment A13	Contractor Debris Load Ticket Sample (if required by DDMC and/or Client Agency)
Attachment A14	Contractor Unit Rate Ticket (if required by DDMC and/or Client Agency)
Attachment A15	Contractor Debris Tower Log (if required by DDMC and/or Client Agency)
Attachment A16	Contractor Time and Materials Log (if required by DDMC and/or Client Agency)

80

Attachment A2: State of Connecticut Town, County, and DEMHS Regional Map



84

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Contract 22PSX0119 Attachments

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Contract 22PSX0119 Attachments

Attachment A3: Debris Load Ticket

State of Connecticut DEBRIS LOAD TICKET		TICKET NO.: _____	
BOX A – GEOGRAPHIC INFORMATION		Assigned Debris Control Zone#: _____ Municipality: _____	
BOX B – CONTRACTOR INFORMATION			
Prime Contractor Name/Address: _____ Sub-contractor Name/Address: _____ Driver Name (Print & Sign): _____ Truck/Trailer No: _____		Measured Bed Capacity in Cu. Yds.: _____	
LOAD TICKET – CURBSIDE BOX C – DEBRIS AREA – CURBSIDE		LOAD TICKET – DMS BOX G – DEBRIS LOADING AREA – DMS	
State Road/Highway: _____ <small>(Street address or nearest intersection)</small> Municipal Road: _____ Federal Highway: _____ Other: _____ Debris Type: <input type="checkbox"/> Vegetation <input type="checkbox"/> C&D <input type="checkbox"/> Mixed Debris <input type="checkbox"/> Other, define _____ Departure Date: _____ Time: _____ Truck Mileage on Departure: _____ Loading Site – Field Monitor: _____ Print Name Signature		DMS Location: _____ <small>(Street address or nearest intersection)</small> Debris Type: <input type="checkbox"/> Clean Wood <input type="checkbox"/> C&D <input type="checkbox"/> Mixed <input type="checkbox"/> Other, define _____ Departure Date: _____ Time: _____ Starting Mileage: _____ Destination: _____ Truck Driver Signature: _____ Print Name Signature Loading Site – Fixed Site Monitor: _____ Print Name Signature	
BOX D – DEBRIS DISPOSAL LOCATION <i>(for debris collected and noted in Box C above)</i> <input type="checkbox"/> DMS <input type="checkbox"/> In-state Recycle/SW Facility <input type="checkbox"/> Out-of-state Recycle/SW Facility Facility Name/Location: _____ Truck Mileage upon Arrival: _____ Estimated Volume (Cu. Yds., Tons or Each Individual Item) in Truck Trailer: _____ Cu. Yd. _____ Tons _____ Each (Individual Items) “I have personally examined and am familiar with the information submitted on this document, and certify that based on reasonable investigation, including my inquiry of those individuals responsible for the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that any false statements made in submitted information is punishable as a criminal offense under section 53a-157b of the Connecticut General Statutes and any applicable law.” Fixed Site Monitor or SW Facility Representative: _____ Print Name Signature Date		BOX H – DEBRIS DISPOSAL LOCATION <i>(for debris loaded as noted in Box G above)</i> <input type="checkbox"/> In-state Recycle/SW Facility <input type="checkbox"/> Out-of-state Recycle/SW Facility Facility Name/Location: _____ Truck Mileage upon Arrival: _____ Estimated Volume (Cu. Yds., Tons or Each Individual Item) in Truck Trailer: _____ Cu. Yd. _____ Tons _____ Each (Individual Items) “I have personally examined and am familiar with the information submitted on this document, and certify that based on reasonable investigation, including my inquiry of those individuals responsible for the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that any false statements made in submitted information is punishable as a criminal offense under section 53a-157b of the Connecticut General Statutes and any applicable law.” Fixed Site Monitor or SW Facility Representative: _____ Print Name Signature Date	
BOX E – REMARKS:		BOX I – REMARKS:	
BOX F – TICKET DISTRIBUTION White – to Field Monitor Yellow – to Fixed Site Monitor Green, Pink and Blue – to Driver		BOX J – TICKET DISTRIBUTION White – to Fixed Site Monitor Yellow, Green – to Solid Waste Facility Authorized Agent Pink and Blue – to Driver	

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Contract 22PSX0119 Attachments

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Contract 22PSX0119 Attachments

Attachment A4: Debris Management Site Load Tracking Log

27

DEBRIS MANAGEMENT SITE LOAD TRACKING LOG							
Date:		Debris Monitoring Supervisor's Name:		Debris Removal Contractor Site Representative's Name:			
Weather a.m.:		Weather p.m.:		Debris Monitor's Name(s):			
Truck No.		Ticket No.	Debris Removal Contractor Ticket Owner	Estimated Quantity (CY, Tons, Each Unit)	Debris Monitor's Initials	Load Accepted	Load Denied
							Remarks

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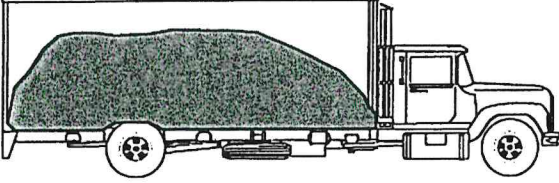
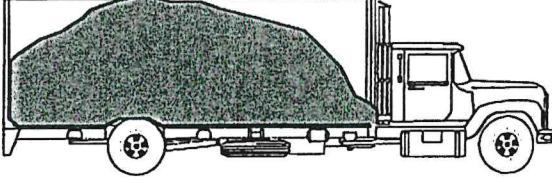
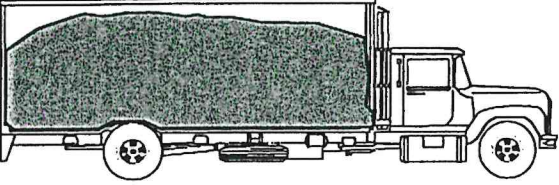
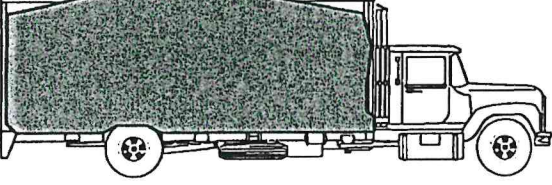
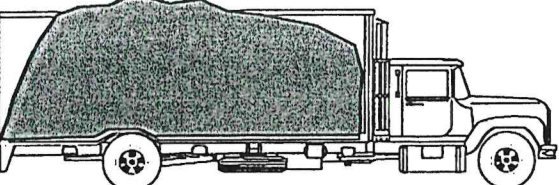
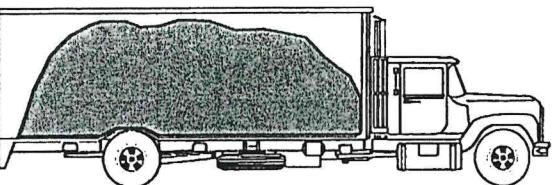
Contract 22PSX0119 Attachments

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Contract 22PSX0119 Attachments

Attachment A5: Estimating Truck Load Volumes

(The below illustration is from the FEMA 327 Public Assistance Debris Monitoring Guide)

	
<p align="center">60 Percent Debris Load in Truck</p> <p>If truck bed measured 20 cubic yards (CY), this 60 percent load would be 12 CY.</p>	<p align="center">75 Percent Debris Load in Truck</p> <p>If truck bed measured 20 CY, this 75 percent load would be 15 CY.</p>
	
<p align="center">85 Percent Debris Load in Truck</p> <p>If truck bed measured 20 CY, this 85 percent load would be 17 CY.</p>	<p align="center">95 Percent Debris Load in Truck</p> <p>If truck bed measured 20 CY, this 95 percent load would be 19 CY.</p>
	
<p align="center">85 Percent Debris Load in Truck w/ No Tailgate</p> <p>This truck has no structural tailgate-- the capacity would automatically be reduced from 20 CY to 17 CY (85 percent reduction). Then the debris load itself is 85 percent of fully loaded--14.5 CY.</p>	<p align="center">75 Percent Debris Load in Truck w/ No Tailgate</p> <p>This truck has no structural tailgate-- the capacity would automatically be reduced from 20 CY to 17 CY (85 percent reduction). Then the debris load itself is 75 percent of fully loaded--12.8 CY.</p>

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Contract 22PSX0119 Attachments

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Contract 22PSX0119 Attachments

Attachment A6: Sample Task Order

STATE OF CONNECTICUT
TASK ORDER: Disaster Debris
RESPONSE Services (Contract 22PSX0119)

1. DOCUMENTATION:	
TASK ORDER:	<u>18</u>
DATE REQUESTED:	_____

In accordance with the State of Connecticut Disaster Debris Response and Management Services Contract with TO BE DETERMINED, Contract Award No. 22PSX0119 dated TO BE DETERMINED the Client Agency hereby requests and authorizes the services to be performed on the project as described below:

#2. PROJECT(S): <u>Notice to Proceed.</u>

#3. SCOPE OF WORK TO BE PERFORMED:
<input checked="" type="checkbox"/> <u>Disaster Debris Response and Management Services Contractor Pre-Execution Planning Team report to Connecticut State Emergency Operation Center, or alternate location, within 24 hours of Task Order being assigned.</u>
<input checked="" type="checkbox"/> <u>Disaster Debris Response and Management Services Contractor Pre-Execution Planning Team to assist in the response planning. Disaster Debris Monitoring Services Contractor to assist in debris projects.</u>
<input checked="" type="checkbox"/> <u>Disaster Debris Response and Management Services Contractor to post required State instrument within 24 hours of receipt of Task Order. Disaster Debris Response and Management Services Contractor to post up to \$1.0 million bond to State of Connecticut's Department of Administrative Services within 24 hours of Notice to Proceed.</u>

#4. DURATION OF WORK:
<input checked="" type="checkbox"/> Estimated Start Date: <u>Within 24 hours of notification by the State of Connecticut.</u>
<input checked="" type="checkbox"/> End Date: <u>To be determined.</u>
<input checked="" type="checkbox"/> Total Calendar Days: <u>To be determined.</u>

#5. ESTIMATED COST OF THIS TASK ORDER: <u>\$10,000.00</u>

#6. AUTHORIZED SIGNATURES (ELECTRONIC):
Contractor/Title: _____ /S/ Date: _____
State/Title: _____ /S/ Date: _____
State/Title: _____ /S/ Date: _____

#7. STATE USE ONLY - FINANCIAL
CORE-CT Funding Codes:
Amount: _____ DEPT: _____ FUND/SID: _____
Program: _____ Project: _____ Bud Ref: _____ Account: _____
Vendor: _____ Buyer: _____

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Contract 22PSX0119 Attachments

Attachment A7: Siting Criteria for Debris Management Sites Including Aggregation Sites for Stray and Abandoned Vehicles and Vessels

5.2.3 Site Selection Guidelines for Debris Management Sites (DMS)

DMSs are temporary locations that can be used for the duration under a DEEP emergency authorization and or general permit as authorized by DEEP. Consistent with FEMA guidance and State policy and programs, the DEEP has assembled the following guidelines for the selection of DMS:

- Pre-designated sites should preferably be on public property and generally consist of 10 acres or more, depending on anticipated needs. However, smaller sites may be appropriate based on the type of waste being managed and space constraints. Use public lands first to avoid costly leases. Use private land only if public sites are unavailable. Legal counsel must review all private land lease agreements prior to signature to ensure feasibility. If private lands are utilized for municipal debris management operations, they must have government (or its designated contractor) oversight and management.
- The required size of the site will depend on the expected volume of debris to be collected and planned volume reduction methods. As a general rule, larger sites mean fewer sites and, hence, easier site closeout. However, larger sites may create logistical problems.
- Large open sites are needed for any type of debris staging activity. Paved sites are best. Semi-paved or large parking lots paved in stone dust or gravel are the next best option. Meadows are least desirable because they may be inaccessible because of saturated soils after extended and heavy precipitation.
- If possible, per FEMA guidance, the soil, groundwater and/or surface water at and near a proposed staging area should be tested prior to receipt of disaster generated debris to establish pre-existing baseline conditions.
- DMS for debris other than green waste should not be allowed in public source water protection areas including aquifer protection areas, public drinking water supply watersheds, and public well source areas.
- In no case should any DMS be located in or within 100 feet of a wetland area or watercourse.
- DMS for debris other than green waste may not be located within 200 feet of a watercourse, water body, or wetland, unless otherwise approved by DEEP.
- Impacts from noise, dust, and traffic that are tolerated by the public early in a disaster recovery, may have to be curtailed later. Avoid locations that would impede traffic along major transportation corridors, disrupt local business operations, or cause dangerous conditions near residential areas, schools and hospitals.
- Pursuant to FEMA Executive Order 12898, sites should be evaluated to ensure that they would not disproportionately or adversely impact minority or low-income populations.
- Sites should not have critical habitat or rare ecosystems, threatened and/or endangered species, historic and or archaeological sites.
- Where considerable site reconfiguration may be required or burn pits may be utilized, the State Historic Preservation Officer (“SHPO”) should be consulted to verify that the location is not a protected site of historic significance (e.g., a potential archeological site).
- A potential DMS location should be avoided if prehistoric or historic artifacts, vessel remnants, or any other physical remains that could be associated with Native American cultures, early colonial or American settlement, or maritime history are encountered during initial evaluations of the site. If feasible DMS options are limited, the Connecticut Department of Economic and Community Development’s State Historic Preservation Office should be consulted prior to any site’s selection where such items have been observed.
- Sites should have good ingress and or egress to accommodate heavy truck traffic

Contract 22PSX0119 Attachments

and have a site configuration that will allow for an efficient layout.

- Criteria for vehicle/vessel aggregation areas should take into consideration all the above recommendations for debris management sites. Additionally, vehicle/vessel aggregation areas should be level, clean, dry, have a firm impervious surface and be accessible by recovery and remediation vehicles and equipment. Each site should be evaluated and prepared for ingress and egress control, highway access, neighborhood concerns, and soil conditions.
- For vehicle/vessel aggregation areas: 1) Aggregation areas should be level, clean, dry, have a firm impervious surface and be accessible by recovery and remediation vehicles and equipment; 2) Standing water must not be allowed to accumulate in or within 50 feet of areas used to store or process displaced vessel debris.

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Contract 22PSX0119 Attachments

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Contract 22PSX0119 Attachments

Attachment A8 – Right of Entry / Hold Harmless Agreement Sample

RIGHT OF ENTRY PERMIT NO. _____ **DATE** _____

PROPERTY ADDRESS / DESCRIPTION

NAME (OWNER OR OWNER’S AUTHORIZED AGENT)

RIGHT OF ENTRY: I certify that I am the owner or the owner’s authorized agent of the above-described Property. I grant freely and without coercion the right of access and entry to said property to representatives of the U.S. Department of Homeland Security’s Federal Emergency Management Agency (FEMA), the U.S. Army Corps of Engineers (USACE), the U.S. Department of Agriculture’s (USDA) Forest Service, the State of Connecticut or its authorized agent, and/or (eligible applicant) _____ and its authorized agents (“Entities”) to inspect the Property for purposes of determining whether disaster-generated debris is eligible for removal under FEMA’s programs and to monitor that removal. This Right of Entry (ROE) includes the right of ingress and egress on other lands. I agree that Entities may hereafter enter the Property at any reasonable time without prior notice. Reasons for entering the Property may include but is not limited to disaster response, damage assessment, debris removal, demolition, repair, mitigation of imminent threats to health and safety, mitigation of threats to the Property or surrounding properties, or rehabilitation of infrastructure (“Recovery Work”). I understand that this Agreement will remain in play for twenty-four (24) months from the date of this instrument.

GOVERNMENT NOT OBLIGATED TO PERFORM: It is fully understood that this Agreement does not create an obligation for the Entities to perform Recovery Work. If determined necessary in accordance with federal, state, or local regulations, private property Recovery Work will be conducted at no expense to the Property Owner on the above-described property by personnel authorized by the Entities. In the event the Property Owner receives funds from insurance or another source to for the performance of Recovery Work, the Property Owner will reimburse the applicable Entity as explained in the following section.

DUPLICATION OF BENEFITS: I understand that I have an obligation to file an insurance claim if coverage is available. Most homeowner’s insurance policies have coverage to pay for removal of storm-generated debris. I understand that federal law (42 U.S.C. § 5155) requires me to reimburse (eligible applicant) _____ the cost of removing the storm-generated debris to the extent covered in my insurance policy. I also understand that I must provide a copy of the Proof/Statement of Loss from my insurance company to (eligible applicant) _____. If or when I have received payment for debris removal from my insurance company or any other source, I agree to notify and send payment and the Proof/Statement of Loss to (eligible applicant) _____. I understand that all disaster- related funding, including that for debris removal from private property, is subject to audit.

HOLD HARMLESS: I agree to hold harmless and indemnify the Entities from any and liability, claims, and damage that may result against any of the Entities related to their actions or omissions on the Property, including but not limited to any damage of any type whatsoever to the Property, personal property thereon or in the surrounding areas including fixtures, or for bodily injury or death to persons on the property. I release, discharge, and waive any action, either legal or equitable, that might arise by reason of any action or inaction of the Entities while performing Recovery Work, including incidental damage that may occur

Contract 22PSX0119 Attachments

to yards, driveways, sidewalks, roadways, asphalt, or concrete. I acknowledge the risk of such incidental damage which may occur while Entities perform Recovery Work. I will mark sewer lines, septic tanks, water lines and utilities located on the property. Nothing in this Agreement shall be construed in any way to be a waiver of any Permittee's applicable sovereign immunity, whether under federal, state, or local law.

PRIVACY STATEMENT: I acknowledge that information submitted will be shared with other government agencies including federal, state, and local, along with their contractors, subcontractors, employees or assigns. Sharing of such information will be for the purposes of disaster relief management to meet the objectives of this Agreement.

OWNER OR OWNER'S AUTHORIZED AGENT INFORMATION

I. Are you the property's owner, tenant, or otherwise have a right to be on the property?

Owner

Tenant

Other (please describe): _____

II. Current Mailing Address: _____

III. Phone Number: _____

IV. Email: _____

INSURANCE INFORMATION

Homeowner's Insurance

Other Insurance

Company: _____

Company: _____

Policy #: _____

Policy #: _____

Claim #: _____

Claim #: _____

ACKNOWLEDGMENT OF PROHIBITION AGAINST FRAUD OR INTENTIONAL MISSTATEMENTS:

By signing below, I fully acknowledge that an individual who fraudulently or willfully misstates any facts in connection with this agreement may be subject to penalties under state and federal law, including civil penalties, imprisonment for not more than five years, or both, as provided under 18 U.S.C. § 1001.

OWNER/AGENT SIGNATURE: By signing below, I certify that I have read, understand, and agree to be bound by the terms of this Agreement and that I have accurate provided the requested information to the best of my ability.

SWORN & ATTESTED

WITNESSED

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

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Contract 22PSX0119 Attachments

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Contract 22PSX0119 Attachments

Attachment A8: Demolition of Structures

The scope of demolition addresses public and privately-owned structures and removing demolition general disaster generated debris and includes, but is not limited to: decommissioning structures for hazardous substance removal, demolition of single/multi-family homes, detached garages, framed-out buildings, storage and tool sheds, fences, and collection of other onsite disaster generated debris such as but not limited to wood, construction and demolition (C&D), soil and mud, silt, and stumps. Woody debris will be kept segregated from C&D debris as much as possible. Woody debris includes vegetative debris (green waste) and clean, untreated, and uncontaminated woody C&D debris. The Contractor shall work during daylight hours only, for a maximum of 12 hours per day, 7 days per week or as directed by the State designated representative in coordination with State and or municipal officials.

Concrete slabs, sidewalks, structural foundation piers attached to the ground may not be demolished or damaged unless otherwise directed by the State in writing. Standing trees may only be removed as debris when directed by the State in writing. If a slab presents a threat to public health and safety and the State designated representative directs the Contractor to remove it, the slab will be removed by lifting it off the lot rather than by removing it by excavation. Using low impact procedures, the slab can be broken into easily removable pieces of concrete that will facilitate its removal from the site. Voids found under the slab will be filled with sand to an elevation 2-6 inches above the surrounding ground elevation. Note: The U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) considers concrete slab ineligible debris unless there is a threat to public health and safety. Concrete pads and driveways are also ineligible.

The concept of operations is a three-step process as outlined below, which consists of private property debris removal, decommissioning of structures, and demolition and removal of structures. The Contractor and debris monitoring firm will work with the State, if requested, to survey potential properties for demolition. The appropriate jurisdictional authority will determine which structures are destroyed and/or in immediate danger of collapsing. The State designated representative will then provide FEMA (if a federally declared event), the Contractor, and the debris monitoring firm with a list of structures to be demolished. The State designated representative provided list will identify whether structures are to be handled and disposed of as C&D or Regulated Asbestos Containing Material (RACM).

Pre-Demolition Debris Removal

The Contractor shall remove all eligible debris from around the structure and haul this material to the appropriate disposal site. General debris including, but not limited to the following will be removed and appropriately disposed of: vegetative debris (green waste), soils and mud, tree leaners and hangers, scattered C&D, and stumps that are located on the property, adjacent to the structure to be demolished.

Decommissioning of Structures

1. The Contractor shall submit a contractor safety plan (the "Contractor Safety Plan"). The Contractor Safety Plan will address decommission tasks, hazards, and mitigation measures for review and approval prior to implementation of any decommission. The Contractor Safety Plan will address procedures to be used when conditions, such as a high risk of collateral damage to adjacent facilities, excessive danger to work crews, structural instability, etc. will preclude the use of normal demolition procedures or require additional measures to be taken.
2. The Contractor shall develop a decommissioning plan (the "Decommissioning Plan") for the decommissioning of structures to be demolished. The Decommissioning Plan will be in accordance with all federal, state, and local regulations. The Decommissioning Plan's components will address, but not be limited to the following items: decommission inspections; inspector qualifications and training; evaluation of structures for the presence of hazardous substances and materials; hazardous material removal; and transport and disposal of decommissioned waste.
3. The Contractor shall complete the pre-demolition checklist. A photograph and GPS coordinates of each structure to be demolished will be included on the checklist. The State designated representative will approve each checklist in writing prior to the Contractor beginning demolition.
4. The Contractor shall visually survey each site to identify any problem areas and plan to take necessary precautions to avoid damage to adjacent properties. The Contractor shall protect all fire hydrants and all utilities during work operations.
5. The Contractor shall contact and inquire as to the feasibility of any excavation activities to be performed by contacting "Call Before You Dig" at 1-800-922-4455.
6. The Contractor or debris monitoring firm shall perform a hazardous substance assessment and plan to remove all hazardous substances in identified structures and haul to the appropriate disposal site. Anticipated hazardous substance waste streams include, but may not be limited to: HHW, white goods, electronic waste, special waste, universal waste. While assessment, documentation, and removal of all waste streams during the demolition process is required, RACM handling and removal, and reporting in conformance with DEEP requirements and Section 61.145(a)(3) of the asbestos

Contract 22PSX0119 Attachments

National Emission Standards for Hazardous Air Pollutants (NESHAP) regulation is essential for compliance and managing risk associated with this work. The Contractor shall complete removal of hazardous substance waste streams in no more than one workday after entry of the structure, unless the contracting officer provides written authorization for increased work durations.

Unsound structures may not be entered prior to structure removal for decommissioning assessments and removals. During the removal of unsound structures, hazardous substance waste streams and white goods will be collected from the structure and handled as per the specifications of this Contract. The following sequence will apply:

- a) Wet the structure and partially remove, so remaining structure and/or debris is stable enough to allow access by decommissioning crew.
- b) Survey the structure and segregate waste.
- c) Complete structure removal of the building as a C&D or RACM waste stream.

Demolition and Removal

1. The Contractor shall check the structures immediately prior to demolition to ensure that the properties are vacated.
2. Contractor shall demolish haul the resulting waste streams to the appropriately permitted disposal sites in accordance with the guidance provided in the State of Connecticut Disaster Debris Management Plan, revised June 2013.
3. No explosive use is permitted.
4. The Contractor shall provide all labor and equipment necessary to complete this work identified in awarded task orders. The work includes providing all equipment, materials, and labor for disconnecting all utilities, capping water lines, and plugging sewer taps or pipes to septic tanks or sewer systems in accordance with local requirements. Disconnection of all utilities will be coordinated by the Contractor with the appropriate local service providers. For locating and marking the locations or underground utilities, the Contractor shall call "Call Before You Dig"; telephone number: 1-800-922-4455. The Contractor shall contact the local utility companies prior to commencing work to coordinate termination of gas, water, electric, phone, cable TV, and any other utility services to the nearest acceptable point. In cases where there are no shut-off valves, excavation is required within the rights-of-way, the excavation shall be limited to the existing Right-of-Way (ROW) to the greatest extent feasible, in order to limit unnecessary ground disturbance. Sewer taps shall be plugged with screw type expanding plug inserts or other means approved by the local sewer authority, to prevent intrusion of ground water into the existing sewer system. Septic tanks encountered shall be left in place. The Contractor shall take reasonable care and ensure that damage does not occur to any septic tanks or undamaged water wells, grinder pumps and associated tanks/piping. The Contractor shall be responsible for the repair of utilities damaged as the result of his negligence.
5. The Contractor shall use water to control dust. A water truck will be required at each demolition site. The amount of dust resulting from demolition will be controlled to prevent the spread of dust to occupied areas near the demolition site and to avoid creation of nuisance in the surrounding area. Use of water will not be allowed to result in or create hazardous or objectionable conditions such as ice, flooding and pollution.
6. While the Contractor shall implement engineering controls (e.g., wetting) to maintain no visible emissions criteria during demolition, the Contractor shall also manage surface water runoff for compliance with applicable federal, state and municipal requirements. Contractor shall take all measures to minimize impacts to land, water, and air. The Contractor and its sub-Contractors shall incorporate Best Management Practices ("BMPs") to manage environmental pollution and resultant impacts arising from demolition activities in performance of this Contract. Structures to be demolished will be adequately wetted down immediately prior to and during demolition, and also during the loading of haul trucks prior to hauling debris to approved disposal sites. While trucks hauling RACM will be lined, all trucks will have their loads covered with tarps during transport.
7. The Contractor is responsible for ensuring traffic safety in all work areas. Flag persons, temporary signage or other approved means will be provided by the Contractor as needed to comply with the above requirement. Prior to the start of demolition of each structure, the Contractor shall cordon-off the work zone, and ensure that it is effectively delineated to prevent access by unauthorized personnel.
8. The Contractor will conduct a daily tailgate safety meeting with all its personnel and subcontractors each morning prior to each day's activities. The daily safety meeting will include the hazards expected with each day's activities and any mitigation measures will be discussed. The Contractor Safety Plan may be referenced for mitigation measures.

Contract 22PSX0119 Attachments

9. The Contractor shall submit a daily operation report. A separate operational report is required for each task order/property; one for each crew carrying out a task order. This form must be signed daily by the Contractor's Quality Assurance Representative (QAR) and the Contractor for payment to be made. Discrepancies between the daily operational report and the corresponding load tickets will be reconciled no later than the following day. In addition to that shown on the daily operational report, the Contractor shall include a narrative on any significant activities occurring each day including but not limited to verbal instructions, changes, clarifications, safety mishaps, near misses, or successes. The Contractor shall include in the daily operational report the structures demolished that day including building identification and address. Before and after photographs of all structures demolished will be submitted for the respective pre-demolition or post-demolition checklist.

Post-Demolition

The Contractor shall remove all signs of temporary construction facilities, work areas, structures, or temporary structures, stockpiles of excess waste materials, or any other vestiges of demolition. The area will be restored to near pre-existing conditions, with the exception of those structures demolished as part of the Contract. Restoration to original contours will not be required, unless specifically directed by the State designated representative. All areas will, however, be smoothly and evenly dressed.

Upon termination or completion of the Contract or task order(s), the Contractor shall vacate and remove, or cause to be vacated or removed from any property, all property belonging to Contractor, and sub-Contractor, agent, or employee. Any property not removed will be deemed abandoned by the State designated representative and any cost incurred by the government in disposal of same may be withheld from Contractor's final payment due.

Required Documentation

The Contractor shall provide the following submittal to the State designated representative within 5 days after Contract award:

- Contractor Safety Plan
- Contractor Decommissioning Plan

No site work is permitted until these plans have been approved by the State. The Contractor shall provide the following submittals as needed:

- Task order timeline and schedule of work per task order
- Copies of all required permits and licenses
- Pre-demolition photographs
- Daily operation reports
- Post-demolition photographs

Other Considerations

The Contractor shall not remove or disturb any human remains. If human remains are encountered at a site during demolition activities, all work at that site must be stopped. The Contractor shall immediately notify:

1. The State designated representative
2. Local law enforcement
3. Local municipal officials

If the Contractor encounters ammunition, weapons, or explosives on site or during demolition or cleanup activities, all work shall be stopped in the adjacent area. Work may continue in other area on site. The Contractor shall immediately notify:

1. The State designated representative
2. Local law enforcement
3. Local municipal officials

8F

Contract 22PSX0119 Attachments

If the Contractor encounters animal remains, the remains may be secured onsite and work may continue. The Contractor shall immediately notify:

1. The State designated representative
2. Local municipal officials

The Contractor will address potential asbestos containing materials using BMPs to the maximum extent practical, for the purpose of: 1) conformance with the National Emissions Standards for Hazardous Air Pollutants (NESHAP); and 2) appropriate removal of RACM; and 3) classifying the waste stream resulting from demolition as C&D or RACM. The Contractor shall reference the document *Guidelines for Catastrophic Emergency Situations Involving Asbestos* published by the U.S. Environmental Protection Agency (EPA) publication number EPA 340/1-92-010, February 1992.

HHW during demolition is excluded from the definition of hazardous waste and therefore does not require the same collection of handling procedures as hazardous waste. Examples of HHW include, but are not limited to: batteries, waste oil, waste fuels, paint, chemicals, antifreeze, pesticides, spray cans, unidentified liquids, and household cleaners.

Hazardous and Toxic Wastes (HTW) during Demolition: If suspected HTW materials are found by the Contractor, (e.g., - 55 gallon drums containing unknown materials), they will be immediately identified and reported to the State designated representative, so a determination as to the disposition of the material can be made. Contractor personnel who will be handling HTW materials shall be appropriately trained.

Petroleum Products - All storage tanks containing gasoline, diesel, propane or other petrochemical products will be pumped or drained prior to the tank being moved, in coordination with appropriate federal, State, and municipal agencies. Portable storage containers (oil cans, gas cans, etc.) containing these products will be segregated and disposed of in an appropriate manner. Contractor personnel who will be handling petroleum product materials shall be appropriately trained.

E-Waste encountered in the demolition process will be segregated on site and disposed of in the manner specified elsewhere in this document. Examples of E-waste include, but are not limited to computers, televisions, radios, video equipment, stereos, copiers, fax machines, and other common electric products.

Ozone depleting substances that are encountered during the demolition process (i.e., white goods containing Freon) will be handled by the Contractor in such a manner to minimize opportunities to allow the ozone depleting substances to escape.

White goods will be removed from the structure during demolition and will be segregated and disposed of in the manner as specified elsewhere in the Contract.

Eligible debris under the Contract consists of demolition debris generated from the demolition of structures, and also general debris such as but not limited to woody debris, soils, and mud, and stumps that were generated by the disaster and are located on the property, adjacent to the structure to be demolished.

Debris and rubbish including, but not limited to, trash, metal, and glass, will be removed from within the footprint of the structure to be demolished. Debris will be removed and transported in manner that prevents spillage on streets or adjacent areas. State and municipal regulations regarding the transport and disposal of solid waste will apply. Load ticketing, transportation, storage and monitoring will be carried out in accordance with the procedures described in Attachment A2 to the Contract.

For removal, transport and disposal of demolition debris, load tickets provided by the monitoring Contractor shall be administered as stated in Attachment A2. The Contractor shall designate a Contractor Representative ("CR") at each project to supervise work in progress. The State designated representative will deal directly with the CR for normal day-to-day administration of the contract provisions, within the limits of their authorities. The CR shall conduct overall management coordination and is the central point of contact with the State designated representative for Performance of all work under the Contract. The CR shall have full authority to contractually commit the Contractor for prompt action on all matters pertaining to administration of the Contract, and shall be the on-site Contractor employee who is responsible for safety. The CR shall also be responsible for implementing the Contractor Safety Plan and, have the authority to determine for the Contractor when work is ready for government inspection and make decisions for the Contractor on additional performance of work, when necessary.

The Contractor shall take necessary precautions to ensure that street signs are not moved or damaged. The Contractor may move signs temporarily for protection if they are in danger of being damaged during demolition. The Contractor shall return signs to pre-existing location and condition following completion of demolition.

Compliance with the provisions of this contract by sub-Contractors will be the responsibility of the Contractor.

The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the Contract. Copies of all permits shall be submitted to the State designated representative

Contract 22PSX0119 Attachments

prior to commencement of work under any task order. The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractor's actions or operations during the performance of the Contract. Corrections for any such violations shall be at no additional cost to the State. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area.

In compliance with FEMA low-impact removal guidance, major demolition activities (including placement of equipment and debris removal containers) will be confined to areas where soils have been disturbed by construction activities such as site development, construction, surface grading, landscaping, utility trenching, etc. This will include the use of tracked and/or large-tired equipment to the maximum.

To the extent possible in order to minimize the depth of soil disturbance and compaction, the use of heavy equipment will be prohibited if excessive sinking or rutting (greater than 8") should occur following rainfall events where the ground becomes saturated. Operations involving the use of heavy equipment may resume after conditions have improved such that excessive sinking or rutting is no longer a problem.

If the Contractor cannot follow the low-impact demolition removal guidance for a specific structure to be demolished, the Contractor may not commence demolition, and will immediately inform the State representative.

The Contractor shall use equipment and perform work in a manner to prevent damage to adjacent infrastructure facilities and adjacent ROW, including all landscaped areas. The Contractor shall repair any damage caused by the Contractor's equipment in a timely manner at no expense to the State. The Contractor shall take digital photos of any damage caused by his operations and provide digital copies to the State designated representative. All loading equipment will have street tracks and wheels to operate on the street/road using buckets and or boom and grapple devices to remove the load debris. Any damage to private property, sidewalks, curbs, utilities, or streets will be repaired at the expense of the Contractor.

The Contractor shall plan the work to minimize the impact on the neighborhood. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of the federal, State, and local governments or agencies, or of any public utilities.

Trees outside the project site which might be damaged during demolition will be left in place and will be protected. Any such tree(s) damaged during the work under this Contract or task order will be replaced at Contractor's expense.

The State reserves the right to inspect sites, verify quantities, and review operations at any time.

8f

Contract 22PSX0119 Attachments

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Contract 22PSX0119 Attachments

Attachment A10: Debris Types and Management

Debris removal within the public ROW and improved State public properties will include all types of disaster-generated debris, including collection, transport and processing for final recycling or disposal.

This attachment identifies waste types and makes recommendations on the proper handling and recycling or disposal of this debris. The terms defining the waste types used in this attachment are derived from a number of key sources and include: the State of Connecticut Disaster Debris Management Plan, 2013; the State of Connecticut Solid Waste Management Plan, 2006; the State of Connecticut statutory and regulatory authorities dealing with solid waste; and U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) guidance.

The public ROW is typically defined as the portion of land over which a facility, such as highways, railroads, or power lines are built. This includes land on both sides of the highway up to the private property line. The Contractor shall coordinate with the IDMTF with regard to more defined widths of public ROWs. ROW also includes all improved public property owned by the State of Connecticut to include, but not be limited to, state parks, state facilities, locations and properties.

If municipalities use the Contract and or if the State provides assistance to municipalities, the term ROW includes all improved property owned by the named municipality(ies) to include, but not be limited to municipal highways, roads, municipal parks, municipal facilities, locations and properties.

The following two scenarios describe the method in which debris will be transported:

- Scenario #1 – The initial loading of waste debris from the public ROW to a DMS or directly to final recycling or disposal facilities in-State or out-of-State.
- Scenario #2 – The transport of waste that has been segregated and processed at a DMS to final recycling or disposal facilities (in-State or out-of-State).

The Price Schedule (see Exhibit B Price Schedule) includes an origination point for each of the waste items. For some of the items the origination point includes two categories, one from the public ROW and the other from the DMS. The origination point identified as "From ROW" assumes Scenario #1. The origination point identified as "From DMS" assumes Scenario #2.

1. The types of debris to be managed include, but are not limited to, the following:

- Uncontaminated green waste/vegetative debris
- Construction and demolition debris (C&D)
- Electronic waste (E-waste)
- Household hazardous waste (HHW)
- Putrescent municipal solid waste (MSW) (household trash)
- White goods (home appliances)
- Aggregate (fill materials)
- Animal mortalities
- Contaminated soil, silt, sand and sediment
- Hazardous waste
- Scrap metal
- Sunken vessel removal
- Municipal Utilities and Non-Utility Entities Related debris
- Vehicle removal from the Public ROW
- Vessel removal from the Public ROW

Contract 22PSX0119 Attachments

Types of Waste/Debris Material and Removal Procedures: Note: D1 through D-1.14 represents the orders in which work to be done are identified in the Exhibit B Price Schedule.

D-1 Uncontaminated green waste and vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks, and other brush and leafy material. It is recommended that the Contractor possess an arbor license or be under the direction of a licensed arborist.

D-1.1 Uncontaminated green waste and vegetative debris (From ROW; From DMS)

Vegetative debris in this instance has already been separated or required no separation and has been placed on the ROW for collection. A cubic yardage rate is associated with mechanical collection and transportation of vegetative debris from the public ROW. An alternative option is that the Contractor may be directed by the State or its designated agent, to chip this material and leave on-site where feasible, posing little or no environmental impact. Final recycling or disposal will depend on market needs and opportunities for alternative use (e.g., biomass). This debris may be managed by burning, but only as a last resort if authorized in writing by the DEEP.

For this item, the unit price will be stated in per cubic yards units and is based on mileage intervals.

D-1.1.1 Removal of Hazardous Limbs (Hangers) (From ROW)

Contractor shall remove limbs greater than 2" in diameter that are still hanging in a tree and threatening a public use area (e.g., sidewalks, parking lots, trails, golf cart paths, sitting areas in parks, etc.) and which are located on improved public property. All hazardous limbs in a tree should be cut at the same time the work is being conducted in that sector. An eligible scope-of-work will be to cut the branch at the closest main branch junction. Removing the entire branch back to the trunk is not the preferred method.

For this item, the unit price will be given for each tree; the price shall include the removal of the hazardous limb and transport to a DMS. Once processed at a DMS, the cost of transport will be figured under the item D-1.1 vegetative debris.

D-1.1.2 Removal of Hazardous Trees (standing leaners) (From ROW)

The State, the State's designated representative or the Client Agency representative designated will be responsible for evaluating trees and will make a determination of the tree's condition being hazardous or non-hazardous. A tree will be considered "hazardous" and will be field marked by the State or its designated agent and removed by the Contractor if its condition was caused by the disaster; if it is an immediate threat to lives, public health and safety, or improved property; and if it is six inches in diameter or greater, when measured at breast height; and when one or more of the following criteria are met:

- More than 50% of the crown is damaged or destroyed.
- It has a split trunk or broken branches that expose the heartwood.
- It has fallen or been uprooted within a public use area.
- It is leaning at an angle greater than 30 degrees.

Trees determined to be hazardous that have less than 50% of the root-ball exposed should be cut flush at the ground level. The cut portion of the tree will be included with regular green waste (vegetative debris). The eligible scope-of-work for a hazardous tree may include removing the leaning portion and cutting the stump to ground level. Contractor shall bring debris to the nearest designated DMS for eventual grinding.

For this item, the unit price will be given for each tree; the price will include the removal of the hazardous tree and transport to a DMS. Once processed at a DMS, the cost of transport will be figured under the item D-1.1 vegetative debris.

D-1.1.3 Removal of Fallen Trees (From ROW)

Contract 22PSX0119 Attachments

The State or its designated agent shall confirm for the Contractor the removal of fallen trees from the public ROW. The Contractor shall cut and remove a fallen tree that extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris will be placed on the ROW for collection with other vegetative debris. Contractor shall bring debris to the nearest designated DMS for eventual grinding.

For this item, the unit price shall be given for each tree based on diameter as indicated on the fee schedule; the price shall include the removal of the fallen tree and transport to a DMS. Once processed at a DMS, the cost of transport will be figured under the item D-1.1 vegetative debris.

D-1.1.4 Removal of Hazardous Stumps (From ROW)

Management of this debris type must be consistent with FEMA Recovery Policy – RP9523.11 entitled Hazardous Stump Extraction and Removal Eligibility, dated May 1, 2006 (review date May 1, 2009). The Contractor is expected to be completely familiar with this FEMA Recovery Policy (RP9523.11); the following numbered items under - VII Policy - are excerpted to provide information for preparing unit price schedules.

VII. Policy

A1. If it is necessary to remove an uprooted stump before it can be inspected by FEMA because it poses a threat that must be dealt with immediately, the State must submit documentation to FEMA, including photographs, that establishes its location on public property, specifies the threat, stump diameter measured two feet up the trunk from the ground, quantity of material to fill the hole, and any special circumstances.

A2. FEMA will reimburse applicants for extraction, transport and disposal of stumps with a diameter of 24 inches or smaller at the unit cost rate for regular vegetative debris, using the FEMA Stump Conversion Table; as such stumps do not require special equipment.

A3. FEMA will reimburse applicants at the unit cost rate for normal debris removal for all stumps.

A4. If the Contractor incurs additional costs in picking up large stumps (over 24 inches in diameter) from ROW, the applicant is required to complete the hazardous stump worksheet and present documentation to FEMA in advance for consideration.

A5. Stumps with less than 50% of their root ball exposed should be cut flush at ground level, and the cut portion included with regular vegetative debris. Straightening or bracing of trees is not eligible for reimbursement.

Removal of eligible hazardous stumps can be from public or, where authorized by the State in accordance with the procedures described in the Contract from private property.

For this item, the unit price will be based on cubic yards based on the stump conversion table as provided by FEMA's Recovery Policy RP9523.11. This will apply to all sized stumps. However, stumps over 24 inches in diameter will require the completion of FEMA's Hazardous Stump Worksheet to be presented to FEMA in advance for consideration. The unit price provides for the extraction, transport, and disposal of stumps. Once processed at a DMS, the cost of transport will be figured under the item D-1.1 vegetative debris.

D-2 C&D Debris consists of debris resulting from structural damage to buildings as well as buildings that will require demolition as a result of the disaster event, and damage to roads and bridges, and will include items such as aggregate (asphalt, brick, concrete), wood (both clean and treated), roofing and siding materials, wallboard, metals, carpeting and flooring, insulation, glass, tile, window coverings, plastic pipe, heating and ventilating, and air conditioning systems and their components, light fixtures, furnishings and fixtures. Some light fixtures (pre-1977) may contain PCB light ballast which, if leaking, must be handled according to federal and state regulations. Ineligible debris will not be loaded, hauled, or disposed of under the Contract (i.e., C&D Debris generated from restoration work rather than disaster-generated). Fee schedule will provide for two categories of C&D Debris removal: (1) non-asbestos containing C&D Debris, and (2) asbestos containing C&D Debris.

D-2.1 Non-asbestos containing C&D (From ROW; From DMS)

Contract 22PSX0119 Attachments

Contractor shall perform mechanical collection and transportation of C&D Debris free of asbestos from the public ROW to the nearest DMS for processing and segregating. If the situation exists where segregation at the curbside is possible and materials can be separated out for recycling, the Contractor shall transport the material to a pre-determined recycling facility. Refer to separate specifications included herein for scrap metal, aggregate waste (asphalt, brick, concrete) and white goods that can be separated from C&D Debris. Contractor shall load processed C&D Debris into trucks for transport to approved final disposal sites.

For this item, the unit price will be given in both cubic yards and tons and is based on mileage intervals.

D-2.2 Asbestos containing C&D Debris (From ROW; From DMS)

Contractor shall refer to the U.S. Environmental Protection Agency (EPA) document entitled Guidelines for Catastrophic Emergency Situations Involving Asbestos published by the USEPA, document number EPA 340/1-92-010, February 1992. Contractor shall adhere to protocols as per the National Emission Standards for Hazardous Air Pollutants (NESHAP), Title 40 of the Code of Federal Regulations (40CFR), Part 61. Contractor shall use the services of State licensed asbestos contractors. RACM should be segregated from other debris and disposed of by a licensed asbestos contractor. RACM shall be disposed of in a landfill licensed to accept and dispose of RACM. Materials that could contain RACM and that should be segregated include, but are not limited to, the following: floor tiles, roofing shingles, linoleum, ceiling tiles, exterior shingles, concrete flooring covered with mastic or flooring adhesive, pipe and/or boiler insulation, ceiling and/or wall texture, and stippled or blown on surfacing materials. RACM will be appropriately labeled and properly disposed of at a waste disposal facility authorized for disposal by the DEEP, or if disposed of out-of-state at an authorized waste facility within that jurisdiction. Asbestos destined for a Connecticut disposal facility typically must first be authorized by the DEEP through a special waste authorization letter.

For this item, the unit price will be given in both cubic yards and tons and is based on mileage intervals.

D-3 Electronic Waste (E-waste) includes items such as stereos, televisions, video equipment, DVD players and computers and peripheral accessories, telephones, and other devices.

D-3.1 Electronic Waste (From ROW; From DMS)

The Contractor shall collect E-waste from the public ROW and transport the waste to a DMS for final segregation for recycling and/or disposal. E-waste that is transported to the DMS will be managed in accordance with Connecticut's Universal Waste Rule as found in Section 22a-449 of the Regulations of Connecticut State Agencies. The Contractor shall load and transport E-waste that has been segregated at the DMS to a final recycling and/or disposal facility. E-waste leaving the DMS will be managed as universal waste.

For this item, the unit price will be given in tons and is based on mileage intervals.

D-4 HHW includes, but is not be limited to, items such as automobile fluids (used waste oil, antifreeze), batteries, paints and stains, cleansers, photo chemicals, lawn-care chemicals, unidentified liquids, household cleaners, and pesticides.

D-4.1 HHW Handling and Disposal (From ROW; From DMS)

HHW is excluded from the definition of hazardous waste and therefore does not require the same collection or handling procedures as hazardous waste. While every effort will be made to have the local residents separate at curbside HHW from the other debris, if this does not occur, the crew(s) handling the normal debris removal process are required to separate any HHW to the extent possible or as needed during collection. Crew(s) shall be designated for removal of HHW material normally consisting of a truck and two individuals with the appropriate personal protective equipment. Each member of the crew shall be trained in accordance with EPA, U.S. Department of Labor's Occupational Safety and Health Administration (USOSHA) and State of Connecticut's Department of Labor's (DOL) Occupational Safety and Health Administration (ConnOSHA) requirements for handling.

Contract 22PSX0119 Attachments

HHW materials. The truck should be equipped with separate compartments, drums, or containers for such wastes. This will allow the crew to segregate the HHW items. However, depending on the ability to identify these wastes, they may be bulked or may have to be over-packed. The Contractor shall deliver HHW loads to a DMS or directly to a permitted HHW regional facility if available for use. Note that source segregated debris collection offers the potential of high salvage value and efficient recycling/reduction processing. This method will be primary when collecting HHW.

The Contractor shall load and transport HHW (that has been separated and processed) at the DMS for final disposal and/or recycling at an approved and permitted site.

For this item, the unit price will be given per 55-gallon drum collection and is based on mileage intervals.

D-5 MSW is considered as primarily food spoilage and contaminated or damaged recyclables such as wet or mildewed newspaper, cardboard, etc. which requires immediate disposal. There is the expectation that normal trash hauling operations will resume for weekly garbage collection.

D-5.1 Putrescent MSW (From ROW; From DMS)

In the event normal trash hauling services are not in operation, the Contractor shall collect and transport to a DMS and/or final disposal site all refrigerator and freezer contents and damaged recyclables that have been placed curbside, requiring disposal due to a disaster. For this item, the unit price will be given in both cubic yards and tons and is based on mileage intervals.

D-6 White Goods/Household Appliances are a category of scrap metal and include appliances such as stoves, refrigerators, freezers, dishwashers, washers, dryers, microwaves, air conditioners, other similar types of appliances.

D-6.1 Collection and Final Recycling/Disposal of White Goods (From ROW; From DMS)

The Contractor shall load and transport all FEMA eligible reimbursable white goods (Freon and non-Freon) that are placed in the ROW to a DMS or final recycling/disposal facility. Contractor shall load and transport from a DMS for final recycling and/or disposal all white goods only after removal of Freon has occurred. Only a contractor certified in accordance with 40 CFR Part 82 Section 150 through 166 shall remove chlorofluorocarbon liquid (CFC).

For this item, the unit price will be given for each white good and is based on mileage intervals.

D-6.2 Removal and Disposal of Freon (From DMS)

The Contractor shall remove and recover Freon from any white goods at the DMS or final recycling/disposal facility in accordance with all federal, state, and environmental and safety regulations and laws. The Contractor shall make some distinguishing mark on each white good indicating that the Freon has been removed and recovered. The Contractor shall maintain all licenses to perform said work.

For this item, the unit price will be given for each white good for the extraction and recovery of Freon.

D-7 Aggregate consists of asphalt, brick, and concrete. D-7.1 Aggregate – Clean (From ROW; From DMS)

The Contractor shall load, haul, and dump broken brick, block, concrete, and asphalt to an aggregate recycling facility. The public will be instructed to place aggregate materials in separate piles in the public ROW. The Contractor shall load, haul, and dump broken brick, block, concrete, and asphalt chunks to a DMS and/or a final disposal site.

For this item, the unit price will be given in both cubic yards and tons and is based on mileage intervals.

D-7.2 Aggregate – Contaminated (From ROW; From DMS)

Concrete or other aggregate that has been contaminated by an oil or chemical spill as a result of the disaster event will be prepared for disposal with other contaminated construction and demolition materials.

Contract 22PSX0119 Attachments

For this item, the unit price will be given in both cubic yards and tons and is based on mileage intervals.

D-8 Animal mortalities are defined as a significant loss of livestock, pets, and/or natural wildlife. D-8.1 Animal Carcasses (From ROW)

The Contractor shall collect all animal carcasses separately for transport to an authorized disposal facility in a timely manner. The primary methods of animal carcass disposal will be burying, incineration, or composting. The Contractor shall consult with State for a final written determination on the appropriate disposal method for animal carcasses.

For this item, the unit price will be based on: collection/loading costs, transportation costs per "fully loaded mile" per mileage intervals, and processing costs.

D-9 Soil, Silt, Sediment and Sand is defined as residuals deposited by receding flood waters which may include historical sediment from nearby water bodies, soil from yards, road and construction debris, and other material. The Contractor shall remove and transport storm-deposited sand, silt, and soil from the public ROW, to be hauled to a DMS for processing to remove extraneous waste materials or existing DEEP permitted soil/staging area. The Contractor shall load and transport sand (including sand removed from sand bags), silt, and soil from a DMS to a DEEP permitted soil staging area or other approved site.

D-9.1 Soil, Silt, Sediment and Sand – Uncontaminated (From ROW; From DMS)

This is material that has not been subjected to spills, floodwaters or has been determined through analytical testing to be not contaminated. This material could be transported to a staging area until final disposal or reuse has been determined by the State

For this item, the unit price will be given in both cubic yards and tons and is based on mileage intervals.

D-9.2 Soil, Silt, Sediment and Sand – Contaminated: (From ROW; From DMS)

As a result of certain conditions, some soils may exhibit visible or known traces of petroleum or chemical spills. These soils will be excavated and placed in weather-tight containers, such as a covered and lined roll-off or inter-modal container. If these containers must be stored temporarily, they should be placed on an impervious surface, such as a concrete or asphalt parking lot for no more than 90 days. This material could be transported to a staging area until final disposal or reuse has been determined by the State. If necessary, analytical testing will be performed to determine if the material can be reused or must be disposed of. If it is evident that the spill is the result of an empty or leaking piece of equipment (e.g., electrical equipment or similar source) which has not been tested, some testing of the soil may be necessary to identify if Polychlorinated biphenyls (PCBs) are present. PCBs containing materials must be sent to a Toxics Substance Control Act (TSCA) identified or hazardous waste landfill. If it contains PCB less than 50 parts per million (ppm), it can go to a subtitle D landfill with written authorization from the DEEP. Testing must be by EPA-approved method 8082. If material is contaminated by a piece of PCB equipment, the equipment must be addressed by containerizing the entire item, if small enough or by draining the remaining fluid into drums and disposing of both the fluid and empty machine carcass at TSCA disposal facilities out-of-State. Empty equipment that had contained fluid with less than 50 ppm, once drained, can be managed as scrap metal.

For this item, the unit price will be given in both cubic yards and tons and is based on mileage intervals.

D-9.3 Contaminated Sandbags (From ROW; from DMS)

The Contractor shall collect, transport, and dispose of all used sandbags as directed in writing by the State. Sand bags shall be transported to a designated DMS for processing or existing DEEP permitted soil staging area as directed by the State designated person.

For this item, the unit price will be given in both cubic yards and tons and is based on mileage intervals.

Contract 22PSX0119 Attachments

D-10 Hazardous waste includes materials like petroleum-contaminated media, chlorofluorocarbons (CFCs), and all other substances as defined in 40 CFR 261.3.

D-10.1 Hazardous Waste Handling and Disposal (From ROW; From DMS)

This waste category shall also include bio-hazardous waste, or other contaminated waste. The methods of handling and transporting these wastes from the site are the responsibility of the Contractor. The Contractor shall work with Connecticut licensed hazardous waste transporters and licensed spill response contractors in hazardous waste clean-ups that include materials like petroleum-contaminated media, chlorofluorocarbons (CFCs), and all other

substances as defined in 40 CFR 261.3. A hazardous waste release, once identified by private owners or State and local officials, must be segregated from other disaster-generated waste, stored separately, and ultimately transported to a permitted commercial hazardous waste disposal facility. Generators (meaning any person, by site, whose act or process produces hazardous waste identified or listed in Part 261 of 40 CFR or whose act first causes a hazardous waste to become subject to regulation.) will be permitted to use knowledge of the material to conclude that the material is hazardous waste without conducting a toxicity characteristic leaching procedure (TCLP) analysis. If hazardous or unknown materials such as lead, PCBs, solvents, pesticides, pool chemicals, industrial grade cleaning solutions, etc. are discovered during a demolition or cleanup, the materials should be staged separately and with secondary containment to collect leaks and prevent further mixing with other hazardous waste or incompatible chemicals. To the extent possible, the Contractor will assist with segregating the material from the rest of the demolition and cleanup. During a debris management crisis, owners will be responsible for notifying the DEEP Emergency Response and Spill Prevention Division at (860) 424-3338.

For this item, the unit price will be given in 55 gallon drums per mileage intervals.

D-11 Scrap Metal refers to ferrous metals such as structural steel and steel framing members and non-ferrous metals such as wiring and conduit, plumbing (pipes and fixtures) and heating, ventilating, and air conditioning (HVAC) materials (e.g., ductwork, motors, etc.). White goods are considered as scrap metal, but are described separately.

D-11.1 Scrap metal (From ROW; From DMS)

The Contractor shall, to the extent possible, segregate scrap metal in the public ROW and bring to a DMS or directly to a scrap metal processor located in the State. At the DMS, the processing of C&D Debris will in most cases result in the separation of scrap metal. Scrap metal containing motors will be drained of all liquids prior to transport to a disposal facility and managed appropriately. This scrap metal will be loaded and transported to a scrap metal recycling facility, preferably in-State. Any revenues generated from the collection of scrap metal will accrue to the State.

For this item, the unit price will be given in both cubic yards (CY) and tons per mileage interval.

D-12 Vessel Management (a vessel is defined as recreational boat)

D-12.1 Removal of Stray, Abandoned, and/or Sunken Vessels from Waterway and Transport to Aggregation Site

For water based salvage/removal operation of vessels not under the purview (non-navigable waters) of the United States Coast Guard or the United States Army Corps of Engineers, the Contractor shall have extensive/knowledge and experience in marine salvage and marine wreck removal. Contractor must show experience with numerous salvage wreck removal contracts and the ability to quickly mobilize specialized salvage equipment into position.

Contractor shall determine and set forth at the request of the State, the best approach method for removal of vessels in a marine environment. Contractor must be capable of providing salvage services to include re-floating, staging, and disposal of vessel as necessary. The Contractor shall factor the approach into the quoted price along with all the necessary items to complete sunken vessel removal. Marine based operations will be priced per linear foot of vessel retrieved.

Contract 22PSX0119 Attachments

For this item, the unit price will be given based on each vessel size (recreational boats – sail boats and power boats, ranging in size from 12 feet to 43 feet) and the based on per mileage interval for transport to aggregation site.

D-12.2 Recovery of Stray and/or Abandoned Vessels (From ROW; From Aggregation)

Contractor shall have recovery equipment and tow vehicles prepared to mobilize upon the first notification to recover vessels from the public ROW and waterways as directed in writing by the State. Vessels that have been identified and cleared for recovery and towing from public lands by the State will be recovered within 72 hours of notification. Recovery will begin with identification of the vessel using GPS coordinates. Contractor shall inspect the vessel and make a record of the vessel location, description, registration number, and the type and extent of damage. Prior to towing, Contractor shall mitigate any fluid leaks. Outboard motors will be tilted to the utmost position. Batteries will be disconnected; leaks will be mitigated. Vessels will then be transported to the aggregation site safely and securely by Contractors towing vehicles, trailers, and equipment. Vessels will be processed at the aggregation sites.

For this item, the unit price will be given for each vessel (recreational boats – sail boats and power boats, ranging in size from approximately 12 feet to 43 feet) per mileage interval.

D-13 Municipal Utilities and Non-Utility Entities Related Debris is defined as power transformers, utility poles, cable, and other utility company material.

D-13.1 The public utilities, such as electric utilities, are responsible to remove and dispose of all utility related debris according to their normal protocol. There are a limited number of municipal utilities (Bozrah, Groton, Norwalk, Norwich, and Wallingford) that are responsible for removal and disposal of all utility related debris. Non-utility private entities, such private companies like manufacturers or facilities such as schools, shopping centers, etc., are responsible to remove and dispose of their utility related debris. There can be an exception where a situation exists on private property that necessitates the State or its designated agent to correct or alleviate, as expeditiously as possible, serious disaster or emergency-related conditions which present continued threats to the health or welfare of the residents of the State. In all cases, management of this type of waste must be managed in accordance with applicable federal, State and local regulations. The Contractor shall consult with the State in such cases prior to any work being conducted.

For this item, the unit price will be given in cubic yards or 55 gallon drums per mileage intervals.

D-14. Vehicle Removal from the Public ROW includes cars, trucks, motorcycles, and recreational vehicles.

D-14.1 Wrecker Services for Stray and Abandoned Vehicle (Towing) (From ROW; From Aggregation Sites)

The Contractor shall be responsible for retaining wrecker services in managing abandoned and disabled motor vehicles; these vehicles are to be moved to the nearest pre-approved vehicle aggregation site. Connecticut's Department of Motor Vehicles licenses all towing firms pursuant to the State's General Statutes Section 14-66. The Contractor shall utilize these licensed towers and shall make all the financial arrangements with the towers that are hired as subcontractors.

The Contractor will coordinate with the State and shall adhere to State protocols on vehicle removals from the public ROW. The Contractor shall issue work orders to within 48 hours, containing all pertinent data supplied by the State, to the subcontracted licensed towers. The licensed towers arriving on the scene will be responsible for evaluating environmental and safety issues. Should the licensed tower find any major threats to health, safety or the environment, affected vehicles will not be moved, and the State will immediately be notified. Once all concerns are addressed, the vehicle will be lifted, properly secured and transported to the assigned aggregation site using the safest and most direct route. Recovered vehicles will, within 24 hours, arrive at the site and be immediately inspected. The vehicles will be processed upon arrival. The vehicles will be stored in a manner to allow ample access for inspection by the State to allow for retrieval and reclamation by vehicle owner when applicable and the Contractor when the holding period has expired and the vehicle is being removed for final dismantling, recycling and/or disposal.

84

Contract 22PSX0119 Attachments

For this item, the unit price will be given for each vehicle (cars, light trucks, trucks, tractor trailers) per mileage interval.

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Contract 22PSX0119 Attachments

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Contract 22PSX0119 Attachments

Attachment A11: Close-Out of Debris Management Site

5.2.5 Site Remediation/Closure Checklist for Debris Management Site

The testing and closure of DMS will be undertaken in accordance with all requirements of Connecticut statutes and regulations and federal laws. The following broad guidelines apply to the closure of DMS:

- Owner/operators of the DMS will be responsible for closure of the site in accordance with DEEP requirements, including environmental sampling, if needed.
- All disaster related debris must be removed by the expiration of the emergency authorization and or general permit, unless otherwise authorized in writing by DEEP.
- Mulch and wood chips produced from processing uncontaminated green waste may be left on-site if prior approval is obtained in writing from DEEP. DEEP will consider these requests on a case-by-case basis.
- Areas that were only used to stage uncontaminated green waste, or ash from authorized burning of solely vegetative debris, will not require any environmental sampling after the debris or ash is removed unless there is reason to believe that the area may have become contaminated (e.g., significant visible staining or known contaminant releases in the area).
- Areas that were used to stage mixed debris, or ash from burning mixed debris, will normally require environmental sampling after the debris or ash is removed, unless there is reason to believe that no contamination in the area occurred (e.g., the area is paved with asphalt or concrete and there is no visible evidence of staining or known contaminant releases).
- Areas that were used to stage household hazardous waste and hazardous waste will require environmental sampling after all material has been removed from the site. These sites may require possible remediation to meet the goals of the State's Remediation Standard Regulations, Regulations of Connecticut State Agencies (RCSA) 22a-133k-1 through 22a-133k-3.
- When sampling of soils and groundwater is needed, it should typically include at least four soil samples and one groundwater sample collected from a monitoring well or direct sampling method in areas showing significant visible staining or areas believed to be impacted by the staged waste or ash. Unless otherwise approved by DEEP, these samples should normally be analyzed for total RCRA metals, volatile organic compounds and semi-volatile organic compounds using approved EPA methods and DEEP protocols. DEEP may also require other approaches to conducting environmental sampling at staging areas on a case-by-case basis, such as requiring that the site meet the criteria of the Remediation Standard Regulations, RCSA Connecticut State Agencies (RCSA) 22a-133k-1 through 22a-133k-3.

5.2.6 Additional Testing Criteria

The following is additional testing criteria that may be required, at the discretion of the DEEP Commissioner, under certain debris staging situations:

5.2.6.1 Ash Testing

- All ash piles in mixed debris staging sites should be tested using the toxicity characteristic leaching procedure. One composite sample from each separate ash pile should be analyzed. A minimum of ten samples taken from different strata within the pile is appropriate to develop the composite sample, and if unacceptable contamination is not found, ash may be transported out-of-State to a permitted landfill or placed in a permitted Connecticut ash landfill.
- If unacceptable levels of contamination are detected, the material should be further

Contract 22PSX0119 Attachments

evaluated and placed in a permitted ash landfill (if contamination is within permit limits) or a hazardous waste landfill, as appropriate.

5.2.6.2 Soil Testing

- Soils should be tested for the presence of volatile hydrocarbon contamination. Samples should be taken immediately below the surface. This testing should be done if it is suspected that they were hazardous materials, such as oil or diesel fuel spills, dumped on the site. This phase of the testing should be done after the stockpiles are removed from the site.
- If burning is conducted, the entire burn site should be inspected for any areas of discoloration, odor, or obvious problems. Such areas should be identified and restored, as necessary.

5.2.6.3 Groundwater Testing

- Groundwater should be tested on selected sites to determine the probable effects of rainfall leaching through either the stockpile areas or ash areas if burning is conducted. Although every effort must be made to avoid siting DMS in areas important for public water supply (section 5.2.3), it is possible that DMS could of necessity be sited in areas where the groundwater used for drinking water, whether through public or private drinking water supply wells.
- Runoff from stockpiled debris within the storage areas has the potential to contaminate groundwater. Although the probability of contamination is considered low, testing is needed because of the importance of protecting water quality and assessing consistency with Connecticut's water quality standards, particularly in an areas served by private drinking water supply wells.
- Groundwater monitoring wells or temporary sampling points should be placed around the perimeter of the stockpiles (especially for stockpiles of things like white goods, electronics, HHW, etc) that have remained for an extended period of time prior to final disposal, and burn piles, to determine if there is any type of contamination.
- Testing should occur at selected sites after all debris is removed. Results of such testing will be compared to the criteria defined in the Remediation Standard Regulations, RCSA 22a-133k-1 through 22a-133k-3 for the applicable groundwater classification, as defined in the Connecticut's Quality Standards (authorized by the CGS Section 22a-426) and associated water quality classification maps.
- If applicable, results should also be compared to drinking water action levels as identified by the drinking water section of the Connecticut Department of Health (DPH).

5.2.6.4 Generic Checklist for Quality Assurance at Closeout

DEEP presents a generic checklist for Quality Assurance (QA) that should be considered at the close-out of each DMS. The responsible party for the site is responsible for closure in accordance with all applicable federal, State and local requirements. The generic checklist includes, but is not limited to, the following:

- Lease special conditions met?
- Debris stockpiles removed and disposed?
- Ash pile tested, removed, disposed?
- Illegally filled or disturbed wetlands restored and locations noted on appropriate State and municipal maps?
- Chain of custody records complete for the site?

Contract 22PSX0119 Attachments

- Location of storage area stockpiles marked on plans?
- Contractor petroleum and HHW spills remediated?
- Perimeter berms leveled and topsoil restored?
- Existing groundwater monitoring wells identified on map, secured and restored?
- Environmental records submitted (contractor groundwater and air quality monitoring if any, chain of custody records for HHW, other state approvals)?
- Site secured wherever stockpiles (chips, tires, etc.) do remain, to discourage illegal dumping?
- All contractor equipment and temporary structures removed?
- Compare baseline data of the temporary site to conditions after the stockpile is removed and the Contractor vacates the site.
- Use GPS to locate the sites for future reference needs.

5.2.7 Completing Closeout

DEEP will be informed in writing by the Contractor when all closure activities at the DMS area are completed. If environmental sampling was conducted as part of the closure activities, then the closure notice must include the results of this sampling, unless otherwise directed in writing by DEEP.

8f

Contract 22PSX0119 Attachments

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Contract 22PSX0119 Attachments

Attachment A12 Contractor Truck Certification Form (if required by DDMC and/or Client Agency)



Truck Measurement Record

Critical Information

Assigned Truck No.: Client: _____
 Date: _____ Time: _____ AM PM

Prime Subcontractor: _____
(Billing Company)

Secondary Subcontractor: _____
(Billing Company)

Driver Name(s): _____ Pbn Note(s): _____

License Plate No.: _____ State: _____

Measure Location: _____

Measuring Co.: _____

Measured By: _____
(Print Name)

Signatures

AshBritt Representative

Official Representative

Instructions

1. Complete all Critical Information for the truck trailer prior to measurement.
2. Measure and record overall dimensions (Cubic Ft. = $l \times w \times h$) inside of the truck bed.
3. Measure and record all reductions to capacity (i.e., dog boxes, odd shapes, etc.)
(Note: Use a decimal tape measure (1/16ths) or convert inches to decimals.)
4. Calculate and record total cubic yard capacity = (Total Cubic Ft. - Total Reductions) / 27.
5. Complete safety requirement inspection and survey.
6. Add useful comments or sketches as needed.
7. Complete and sign form (both AshBritt and Official representative)

Safety Survey

1. Does the driver have a valid drivers license? Yes No
2. Does the vehicle have current registration and insurance? Yes No
3. Does the vehicle meet all necessary safety requirements? Yes No
4. Does the vehicle have a suitable tailgate? Yes No

If any of the above answers are "No", do not certify the vehicle.

Recertification
(Describe below)

Comments (Please sketch and explain odd shapes):

Measurements

Overall Dimensions:

Code	Length	x	Width	x	Height	=	Cubic Feet (0.1)	Total	Gross
(a)	<input type="text"/>		<input type="text"/>		<input type="text"/>		(a)	Total Cubic Feet (0.1) $n + b + c$	Gross Cubic Yards (0.1) $(a + b + c) / 27$
(b)	<input type="text"/>		<input type="text"/>		<input type="text"/>		(b)		
(c)	<input type="text"/>		<input type="text"/>		<input type="text"/>		(c)		

Reductions to Capacity:

Code	Length	x	Width	x	Height	=	Cubic Feet (0.1)	Total CF	Gross CY
(r1)	<input type="text"/>		<input type="text"/>		<input type="text"/>		(r1)	Total CF Reductions (0.1) $r1 + r2 + r3$	Gross CY Reductions (0.1) $(r1 + r2 + r3) / 27$
(r2)	<input type="text"/>		<input type="text"/>		<input type="text"/>		(r2)		
(r3)	<input type="text"/>		<input type="text"/>		<input type="text"/>		(r3)		

Codes: 1-Dog Box, 2-Wheel Wells, 3-Odd Shapes, 4-Sideboard, 5-Other

Other (explain): _____

Net Total Cubic Yards (0.1)

Inch to Decimal Conversion	
1"	0.1
2"	0.2
3"	0.3
4"	0.4
5"	0.5
6"	0.6
7"	0.7
8"	0.8
9"	0.9
10"	1.0

- | | |
|---|---|
| Truck/Trailer Type
<i>(Check One)</i> | Truck Assignment
<i>(Check One)</i> |
| <input type="checkbox"/> Self Loaded | <input type="checkbox"/> ROW |
| <input type="checkbox"/> Mech. Loaded | <input type="checkbox"/> Stumps |
| <input type="checkbox"/> Dump Truck | <input type="checkbox"/> Tree Work |
| <input type="checkbox"/> Semitrailer | <input type="checkbox"/> ROE |
| <input type="checkbox"/> Hand Loaded | <input type="checkbox"/> Hand Out |
| <input type="checkbox"/> Other (See Comments) | |

Note: One cubic yard equals 27 cubic feet. Cubic feet equals (l x w x h). Cubic yards equals (l x w x h) / 27

White-Client ■ Yellow-Client ■ Pink-AshBritt ■ Goldend-Driver

8f

Contract 22PSX0119 Attachments

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Contract 22PSX0119 Attachments

Attachment A13 Contractor Debris Load Ticket Sample (if required by DDMC and/or Client Agency)

AshBritt Debris Load Ticket: Sample

Ash Environmental		LOAD TICKET		DEBRIS CLASSIFICATION	
TICKET NUMBER: No 97401				BURNABLE	
CONTRACT OWNER:				NON-BURNABLE	
HAULING COMPANY:				MIXED	
DATE:				OTHER	
DEBRIS QUANTITY		LOCATION			
		LOAD ORIGIN (STREET NAME):			
TRUCK NO.		CAPACITY:		SECTION/AREA:	
LOAD ESTIMATE (%):		TONS (SCALED):		DUMPSITE:	
TRUCK DRIVER NAME:				TIME	
				INSPECTOR	
				LOADING	
				DUMPING	
				COMMENTS:	
WHITE: OWNERS COPY YELLOW: ASHBRIITT COPY PINK: ASHBRIITT COPY GOLD: OWNERS COPY GREEN: HAULERS COPY					

Note: AshBritt's sequentially pre-numbered, seven-part load ticket captures the fifteen key data points described in the FEMA Debris Management Guide. The load ticket allows all recovery participants to accurately maintain documentation of their billable activities during the recovery project. Each completed load ticket is scanned and electronically archived. For audit purposes, tickets can be rapidly retrieved and catalogued. All key data points are logged in AshBritt's debris information management system (DIMS) for cumulative tracking and reporting.

8f

Contract 22PSX0119 Attachments

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Contract 22PSX0119 Attachments

Attachment A14 Contractor Unit Rate Ticket (if required by DDMC and/or Client Agency)

AshBritt
Unit Rate Ticket
Ticket Information
Ticket Date/Time:
Client Agency:
Disaster:
Contractor: AshBritt
Sub-Contractor:
Supervisor:
Hazard Information
Hazard Type:
GPS(Lat and Long):
Address:
Measure:
Unit Count:
Date:
Monitor Name:

8F

Contract 22PSX0119 Attachments

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8f

Contract 22PSX0119 Attachments

Attachment A15 Contractor Debris Tower Log (if required by DDMC and/or Client Agency)

Ashbritt Daily Debris Tower Log

Time	Ticket Number	Truck Number	Full Capacity	Applicant Eligible Truck Capacity	FEMA Eligible Capacity	Vegetative	C&D	White Goods	Other	Misc.

8f

Contract 22PSX0119 Attachments

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8f

Contract 22PSX0119 Attachments

Attachment A16 Contractor Time and Materials Log (if required by DDMC and/or Client Agency)



TIME AND MATERIALS LOG

Purchase Order No.	T&M Ticket No.
	T/M -

Date:	Crew Name:	Project Name:	Project No.:
Work Description:	Crew No./Type:	Location:	Zone:
		Field Supervisor (Name/ID No.):	

PERSONNEL												
No.	Item No.	Item Code	Description of Position	Time IN (Straight)	Time OUT (Straight)	Down Time (In Hours)	Total Straight Hours	Time IN (Overtime)	Time OUT (Overtime)	Down Time (In Hours)	Total Overtime Hours	Total HOURS
01												
02												
03												
04												
05												
06												
07												

EQUIPMENT/VEHICLES									
No.	Item No.	Item Code	Description of Equipment or Vehicle (Unit of Measure - IP, LS, T, EA, etc)	Equip. ID #	Time/Miles IN	Time/Miles OUT	Down Time (In Hours)	Total Time/Miles	Comments
01									
02									
03									
04									
05									
06									
07									

MATERIALS/EXPENDABLES						
No.	Item No.	Item Code	Description of Materials or Expendables	Quantity	Unit of Measure (L, EA, Box, Pair, etc.)	Comments
01						
02						
03						
04						
05						

Ash Environmental Representative		Client Representative		Subcontractor	
Print Name:	Date:	Print Name:	Date:	Print Name:	Date:
Signature:		Signature:		Signature:	

Comments:

CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES

1. OVERVIEW**I. Authorized Client Agency Use Only:**

The Contract resulting from request for proposals ("RFP") 22PSX0119 may only be utilized by the Client Agency. Client Agency shall perform its due diligence and compliance with including but not limited to; current United States Federal Emergency Management Agency ("FEMA") specified grant program requirements inclusive of those subject to the federal procurement rules found at Code of Federal Regulations ("C.F.R.") 2 C.F.R. §§ 200.317 – 200.327 ("2 C.F.R.").

II. Local, State and Federal Compliance:

All Contractor Services, actions and processes Performed under this Contract shall be in full compliance with all applicable local, State, and federal policies, regulations, and laws including but not limited to; the most current version of FEMA's Public Assistance Program and Policy Guide ("PAPPG"), FEMA Public Assistance ("PA") grant funding requirements, 2. C.F.R., 44 C.F.R., the Build America, Buy America Act ("BABAA") requirements and the federal procurement rules found at Code of Federal Regulations ("C.F.R.") 2 C.F.R. §§ 200.317 – 200.327 ("2 C.F.R.").

III. Overview of Key Performance Phases:

Contractor Services may be requested by Client Agency during key Contractor Performance phases including but not limited to; Client Agency pre-disaster planning, Client Agency mobilization/activation, Client Agency demobilization/post activation, reporting, audit and/or reconciliation phases and during "blue sky" periods of no formal activation at which time, training(s) may occur as requested by Client Agency ("Key Performance Phases").

IV. Service Area:

Contractor shall Perform Services within the State unless otherwise required in accordance with Client Agency Purchase Order. Contractor shall refer to the State, Town, County, and State Department of Emergency Management and Homeland Security ("DEMHS") Regional Map ("Attachment A2").

V. Description of Services:**A. Objectives:**

- i. This Contract is for disaster generated debris cleanup after any natural or man-made catastrophe or major disaster ("Disaster"). Contractor shall, unless otherwise directed by Client Agency in writing, Perform services from the point of Disaster debris origin to final debris disposal location(s). All Contractor Services shall be accomplished in the most efficient and effective manner in accordance with Client Agency Purchase Order.

CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES

- ii. Contractor shall provide all Contractor Parties, equipment, tools, assets, materials, supervision, Contractor Parties training and other items necessary to Perform Services which includes but is not limited to, emergency debris clearance, separation, removal, hauling, disposal, recycling, structural demolition on public, commercial or private property, Client Agency approved Debris Management Site(s) ("DMS") management, and debris reduction operations or as otherwise directed in writing by Client Agency during Key Performance Phases ("Services").
- iii. Exhibit B Price Schedule rates shall be inclusive of all equipment, labor, materials and supplies and any other ancillary costs used in the provision of the Services.
- iv. Contractor shall Perform to the Contract requirements and Deliverables. Contractor shall mobilize and respond within twenty-four (24) hours from Client Agency's Notice to Proceed ("NTP") unless otherwise specified by Client Agency.

B. General Information:

Disaster generated debris is defined as materials including but not limited to waste material originating from the effects of any Disaster. Materials included are of both man-made and natural origins and may include hazardous/toxic/radiological wastes ("HTRW") and household hazardous waste ("HHW"). Man-made debris, construction/demolition ("C&D") materials include, but is not limited to, lumber, concrete, asphalt, masonry, metals, regulated asbestos containing material, and plastics. Debris of natural origins includes, but is not limited to: all vegetative debris (for example grass, shrubs, stumps, and trees, including trees on houses or other structures) when specified by Purchase Order and earthen materials or storm surge materials (including but not limited to clay, sand, gravel, rock, and residual solids), waterway debris, and earth collected with the debris while Contractor loads trucks. Debris may also include electronic wastes, appliances, vehicles, putrefied foods, flood fight materials, vessels, and dead animals. Removing materials such as sediment, storm surge over-wash materials, land slide materials, and other obstructions may be necessary to access Disaster generated debris or to prepare the worksite(s) for Contractor. Screening and sorting may be required to separate debris waste streams for processing or to remove earthen material prior to Contractor's reduction activities.

C. Contractor Parties Identification:

Upon request of the Client Agency, Contractor shall be responsible for furnishing an identification badge(s) during Performance of Services and/or prior to Contractor Parties arrival on-Site. Contractor shall ensure all Contractor Parties engaged in on-Site Performance display identification. Identification must consist of badges that include the name of Contractor and contract number and Contractor Parties name. At a minimum, Contractor Parties are required to retain on their person a valid state driver's license or other state or federal issued photo identification card for positive identification. All Contractor Parties attending meetings and/or Performing Services in other situations where their Contractor status is not obvious to third parties, are required to identify

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

themselves as such to avoid creating an impression by the public that they are local, State or federal officials.

D. Removal of Contractor Staff:

Client Agency may request, verbally or by written notice, the Contractor to remove or replace the Contractor's employee(s) at any time if Client Agency determines such removal or replacement is in the best interests of the State. Contractor shall remove or replace such employee(s) immediately and perform all acts and things that are necessary or appropriate to minimize or eliminate disruptions to the Performance.

D. Business Relations, Contractor Parties Administration, Contract Management and Contract Administration:

i. Business Relations:

Contractor shall manage the timeliness, completeness, and quality of problem identification. Contractor shall provide corrective action plans, timely identification of issues, and effective management of Contractor Parties. Contractor shall seek to ensure Client Agency satisfaction and professional and ethical behavior of all Contractor Parties.

ii. Contractor Parties Administration:

Contractor shall provide the management and support for its Contractor Parties. This includes but may not be limited to; training, travel arrangements, temporary housing, equipment supply, proper and accurate time keeping records of Contractor Parties assigned to Perform per Client Agency Purchase Order, leave processing, pay, emergency needs, and any other required need arising at no additional cost to the State.

iii. Contract Management:

Contractor shall establish clear organizational lines of authority and responsibility to ensure the effective management of Services and the resources assigned to Performance pursuant to Client Agency Purchase Order. Contractor shall maintain continuity between Performance of Services including Contractor support operations at the on-Site DMS and Contractor's corporate and/or off-Site location(s) of Performance.

iv. Contract Administration:

Contractor shall establish processes and assign appropriate resources to effectively administer this Contract. Contractor shall respond to DAS and/or Client Agency requests for contractual actions in a timely fashion, and pursuant to the Exhibit C. Deliverables Implementation Schedule, or as otherwise specified herein. Contractor shall have a single point of contact ("POC") between DAS

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

and/or Client Agency and Contractor Parties assigned to support this Contract and any resulting Client Agency Purchase Order.

E. Organizational Conflict of Interest ("OCI"):

- i. Contractor may receive, have access to or participate in the development of proprietary or source selection information including but not limited to, cost or pricing information, budget information or analyses, specifications or work statements, or Perform evaluation services which may create a current or subsequent OCI. Contractor shall notify DAS and Client Agency immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to DAS and Client Agency to avoid or mitigate any such OCI. Contractor's mitigation plan shall be determined to be acceptable solely at the discretion of DAS and Client Agency. In the event DAS unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, DAS may affect other remedies as it deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

VI. Hours of Operation and Off-Site and On-Site Performance Requirement:

- A. Unless otherwise directed by Client Agency's Purchase Order, Contractor shall work during daylight hours only, seven (7) days per week. Contractor shall maintain adequate Contractor Parties to Perform uninterruptedly, all per Client Agency Purchase Order. When hiring Contractor Parties, and deploying equipment used in Service Performance, Contractor shall keep in mind that the stability, continuity, and logistical deployment of Contractor Parties and equipment are essential to meeting contractual Performance requirements.
- B. Contractor Parties may be required to Perform off-site, defined as working outside of the State or remote teleworking ("Off-Site") and on-site, defined as working on Site, "in the field" in the State ("On-Site") for example, during debris clean up Performance. An Off-Site and On-Site rate differential is specified in the Exhibit B. Price Schedule.

VII. Exhibit B. Price Schedule, Purchase Orders. Task Orders and Invoicing:

A. Client Agency Authorization:

- i. Contractor shall adhere to Client Agency specified protocols for Purchase Order(s) and/or task order(s) ("Task Orders") and invoicing.
- ii. **Performance Bond(s):**

As required and directed by the by the Client Agency, prior to Performance of Services, Contractor shall provide the Client Agency with a performance bond in the amount(s) that will be negotiated prior to issuing a Purchase Order(s) and/or Task Order(s).

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

B. Exhibit B. Price Schedule and Purchase Orders:

- i. All Contractor costs are inclusive of the rates specified in the Exhibit B. Price Schedule unless otherwise stated herein.
- ii. Contractor shall invoice according to the requirements of Client Agency Purchase Order which may, upon the discretion of Client Agency, and given the nature of Disaster and contingency operations, necessitate an open Purchase Order.
- iii. Contractor On-Site and Off-Site duty station(s) shall be determined and approved by Client Agency at time of Purchase Order to ensure accurate and transparent payment pursuant to Exhibit B. Price Schedule rates and invoicing requirements stated herein.
- iv. Client Agency shall ensure Contractor costs are necessary, allocable, reasonable, adequately documented, and otherwise allowable pursuant 2 C.F.R. Section 200.403.
- v. Due to the significant degree of uncertainty and variability of Disasters, and consequently, Client Agency mission specific requirements, Task Order(s) are to be issued against Purchase Orders.
- vi. Client Agency shall designate the mission specific State Site(s) in the Purchase Order and as circumstances may vary given the nature of Disaster and contingency operations, require Contractor Service Performance at additional and/or alternative Sites per Task Orders.
- vii. Contractor Services shall be authorized by Client Agency through the issuance of a Purchase Order and subsequently, Task(s) Orders. Any additional Contractor Services must be handled by written modifications to the Purchase Order and/or Task Order(s) issued by Client Agency.
- viii. Contractor shall refer to and adhere to all additional requirements set forth within the Client Agency specific Purchase Order and Task Order(s).

C. Task Orders:

- i. Contractor Task Order Data Requirements:

Client Agency Task Order(s) against a Purchase Order and issued to Contractor shall include:

- a. Contract number (22PSX0119)
- b. Client Agency specific task order number
- c. Task Order description
- d. Contractor POC
- e. Client Agency name and full address

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

- f. Initial period of Performance
 - g. Task Order issuance and Performance dates
 - h. Other requirements as specified by the Client Agency
- ii. Modifications made by Client Agency to Client Agency Task Order(s) against a Purchase Order and issued to Contractor shall include:
- a. Contract number (22PSX0119)
 - b. Client Agency specific task order modification number
 - c. Task Order modification description (e.g., period of Performance extension etc.)
 - d. Contractor POC
 - e. Client Agency name and full address
 - f. Modification period of Performance
 - g. Modification date
 - h. Other requirements as specified by the Client Agency

D. Purchase Order and/or Task Order Specific Contractor Performance Objectives:

- i. Contractor Performance Objectives:

Task	Standard	Verification/Validation	Result of standard not met
Contractor Mobilization	Contractor Parties, equipment and assets completed mobilization as required per Purchase Order and/or Task Order.	Contractor Parties, equipment and assets reported to the Site per Purchase Order and/or Task Order.	Corresponding Exhibit B. Price Schedule items not paid for that day.
Contractor Performance of Debris Removal Production Rates	As required per Purchase Order and/or Task Order.	Contractor submission of daily expenditure and Automated Debris Management System ("ADMS") report(s) if required by the Disaster Debris Monitoring Contractor ("DDMC").	Potential negative Contractor Performance rating and memo of record.

- ii. Other as required by Client Agency.

E. Invoicing:

- i. Contractor shall adhere to Client Agency specified invoicing requirements. Client Agency may request Contractor submission of additional information based upon the size of the Disaster and/or event(s).
- ii. All invoices shall be submitted to the Client Agency indicated on the Purchase Order and/or Task Order.
- iii. Unless otherwise specified by Client Agency, invoices for payment of Contractor Services rendered shall include:

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

- a. Period of Contractor Performance including dates of Services provided and the Site(s) where Performance occurred.
- b. Certified Contractor Parties time sheet(s), certified by a responsible party on behalf of Contractor to be factual and accurate. Client Agency reserves the right to seek certified third-party review of including but not limited to; time sheet(s) at no additional cost.
- c. Exhibit B. Price Schedule labor category Service rates for On-Site Performance will be paid based on Contractor Parties hours worked beginning with travel to Client Agency specified Site and ending with travel back to Contractor's On-Site permanent duty station per the Purchase Order and per the hourly rate per the Exhibit B. Price Schedule.
- d. Exhibit B. Price Schedule labor category Service rates for Off-Site Performance will be paid based on Contractor Parties hours worked per the hourly rate in the Exhibit B. Price Schedule and specified to the Client Agency's Purchase Order.
- e. Other reporting and/or Contractor substantiation as required by Client Agency.

VIII. Interagency Debris Management Task Force

During Performance, specifically, a Disaster debris clean-up effort, a coordinated operation under a unified command will be maintained by the State Interagency Debris Management Task Force or Client Agency equivalent ("IDMTF") to ensure that Disaster debris removal operations are efficient, effective, and eligible for including but not limited to, FEMA PA grant funding.

IX. Permits, Licenses and Certifications:

Contractor shall meet, provide and substantiate all Client Agency requested permits, licenses, and/or certificates required by Purchase Order.

X. State Strategies for Cleanup of Debris:

A. The State has prepared documentation pertaining to Disasters including related response and operations. State approved strategies for the cleanup of debris are presented in the following:

- i. State Response Framework (SRF) Version 4.2, July 2019;
- ii. State Disaster Debris Management Plan (ESF 3 – State Response Framework) and State Concept of Operations Plan 2019; and
- iii. State Disaster Recovery Framework and ESF 14, (version 3.0, 2019).

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

- iv. Contractor shall be familiar with these documents and within their RFP response demonstrate a thorough understanding of each. These plans can be obtained via the following links:

<http://www.ct.gov/demhs>, www.ct.gov/deep/disasterdebrismanagement

B. Emergency Waste Management:

Emergency waste management practice(s) are defined as work occurring before, during, and/or after a Disaster to alleviate as expeditiously as possible, serious conditions that present continued threats to the health and welfare of the residents and the environment of the State.

C. Disaster Debris Management:

The process by which Disaster debris is to be managed is as follows:

Unless otherwise directed by the State, Disaster debris will be picked up from curbside, pickup Site location, street address or intersection and be transported to a DMS by the Contractor where the debris will be segregated, processed, reduced and sorted by debris type. Such debris must then be transported to a final permitted disposal facility or recycling facility within the State or outside of the State. Disaster debris management objectives include but are not limited to:

- i. Divert as much material from disposal as possible through recycling, composting and other legitimate diversion options.
- ii. Utilize volume reduction techniques to improve debris management efficiencies and maximize hauling capacity.
- iii. Use the State's in-State disposal capacity for disposal of Disaster debris as efficiently as possible.
- iv. Allow for temporary tonnage increases at permitted in-State solid waste facilities on an emergency basis.
- v. Rely on permitted transfer stations to transfer waste that cannot be re-used, recycled, or composted to permitted waste handling facilities.
- vi. Rely on permitted volume reduction facilities to reduce and transfer waste that cannot be diverted from disposal sites to permitted waste handling facilities.
- vii. Consider alternative technologies for managing portions of the Disaster debris waste stream (i.e., biomass facilities, composting); and use State of Connecticut Department of Energy and Environmental Protection ("DEEP") approved DMS for processing debris for recycling and disposal.

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

- viii. Note: Most construction and demolition Disaster debris and oversized Client Agency solid waste that is generated in the State is disposed of out-of-state due to limited in-State disposal capacity. It is anticipated that much of the construction and demolition Disaster debris that will be generated by a Disaster would be transported out-of-State for final disposal or to a recycling facility or disposal facility. In contrast, all the green waste and/or vegetative debris generated by a Disaster is likely to remain in-State.

2. SERVICE AND PERFORMANCE REQUIREMENTS:

I. Contractor Readiness, Mobilization and Demobilization:

A. Contractor Mobilization:

- i. Contractor mobilization includes all Contractor actions, processes and activities required to mobilize Contractor to Perform Services proportionate to the Disaster as directed by Client Agency and as specified by Client Agency Purchase Order including but not limited to; deployment of all Contractor Parties, equipment and other assets to On-Site staging area(s) in advance of or in response to a Disaster. Contractor mobilizations occur under one of two scenarios. The first is in anticipation of an NTP event which is typically a State pre-Disaster declaration prior to landfall of a hurricane. The second is in response to a "no notice" or unexpected event such as a fire, flood, earthquake, or tornado.
- ii. **Initial Disaster Damage Assessment ("IDA") and Preliminary Damage Assessment Reporting ("PDA") and Immediate Needs Funding Support:**

Upon Client Agency request and within Client Agency specified timeframe, Contractor shall assist in the collection of IDA and/or PDA data and/or immediate needs funding for the State. Contractor shall provide including but not limited to;

- a. Estimated amounts of debris and to assist in the development of a preliminary damage assessment.
- b. Technical and/or administrative services required to prepare develop and execute FEMA complaint project worksheet(s) to cover estimated cost of the entire Disaster debris removal operations.
- c. Technical and/or administrative services required to amend and resubmit FEMA compliant project worksheet(s).
- d. Other, as specified by Client Agency.
- ii. **Emergency and/or Disaster Activation Response:**

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

When a major Disaster occurs or is imminent, Client Agency shall contact Contractor to advise Contractor of Client Agency's intent to activate the Contract. This action is the official NTP. The following have been identified as Contractor requirements upon receipt of a NTP:

- a. Contractor shall commence Performance within 24 hours by beginning coordination with the IDMTF.
 - b. Contractor's debris response project and operations manager shall report to the Emergency Operations Center ("EOC") or Client Agency equivalent within twelve (12) hours of a Disaster event impacting the State. Within forty-eight to seventy-two (48-72) hours of a Disaster event, Contractor shall be within State and onsite with at a minimum; the Contractor Parties proportionate to respond to the specific needs of the Disaster and/or as otherwise directed by the State or Client Agency.
 - c. Contractor's debris response project and operations manager is required to work an eight (8) hour day and be available on a 24-hour, seven (7) day basis and capable of responding to the IDMTF within thirty (30) minutes of being notified or called.
 - d. Client Agency and Contractor coordination of Contractor Parties and equipment deployment per Purchase Order.
- iii. **Contractor Logistics and Resource Distribution:**
- a. Contractor shall be responsible for providing all its Contractor Parties with sustaining goods and services to include items such as packaged ice, bottled water, ready to eat meals, shelter, and all materials such as vehicles, equipment, parts, tools and fuel; and the distribution thereof, to support Contractor Performance.
 - b. Contractor shall be responsible for the safe handling and storage of any of its equipment and parts, tools, fuel, and other related items to prevent damage and environmental impacts to public and private property. If spills or damages do result, Contractor shall be held solely responsible and shall report such incidents immediately to the State and/or Client Agency. The Client Agency shall not be responsible in any way for damages, destruction or loss, from any cause to the Contractor's equipment, supplies, materials or tools or the personal property of the Contractor Parties. The Contractor shall be responsible for all repairs, regardless of cost, resulting from the negligence of Contractor Parties.

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

B. Additional Contractor Performance Objectives and Deliverables:

- i. Upon Contract activation, Contractor Parties shall initiate daily safety meetings to discuss possible hazards to include, but not be limited to the following: backing vehicles, working within the road Right-of-Way ("ROW") shoulders, and lane closures, and dangerous tree hangers.
- ii. Contractor shall observe and encourage Contractor Parties safety and immediately report unsafe practices to Client Agency.
- iii. Contractor shall ensure that only eligible Disaster debris is separated and removed from Site(s).
- iv. Contractor shall provide to the IDMTF project closeout documentation to include but not be limited to the following:
 - a. Completed load tickets.
 - b. Certifications, descriptions, and identifications of truck volumes used for debris hauling.
 - c. Copies of any correspondences related to debris activities performed by the Contractor.
 - d. Contractor Services invoice copies.
 - e. Summation report(s) of total volume(s) in cubic yards or per FEMA requirement(s) of debris and debris types, e.g. vegetative, C&D, scrap metal, white goods, etc. removed at completion of the project.
 - f. Any additional expense invoices (if applicable).
 - g. Documentation or reports on any unresolved issues relating to the debris removal, including damage claims, if any.
 - h. Any other pertinent information required through the United States Army Corps of Engineers ("USACE") or FEMA relating to debris removal activities.

C. Contractor Demobilization:

- i. Upon completion Client Agency Purchase Order assigned tasks, Contractor shall be responsible for closing out all related operations, including but not limited to, records and documents to support the Client Agency's request for

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

reimbursement costs from FEMA, as directed and to the satisfaction of the Client Agency.

- ii. Contractor demobilization includes all activities required to demobilize Contractor Parties and Contractor assets from the work Site(s) to Contractor's base of operation. To confirm completion of demobilization, Contractor shall inform the Client Agency when the specified Contractor Parties and Contractor assets have safely returned to Contractor's base of operation.

II. Planning and Management Functions and Requirements:

- A. Upon request of the Client Agency, the Contractor shall identify potentially suitable locations for DMS and aggregation Sites for including but not limited to; stray and abandoned vehicles and vessels. Aggregation locations for stray and abandoned vehicles and vessels will serve as collection points for identification of vehicle and vessel ownership and/or transfer locations for final recycling and or disposal, if necessary. Identification of such Site(s) shall mean locating suitable Site(s) on public or private lands. This planning function shall include, but not be limited to, identifying potentially suitable sites prior to a Disaster and coordinating planning with the IDTMF. Contractor Performance of this planning function shall follow the siting criteria utilized by FEMA, and as directed by the Client Agency. The siting criteria for DMS to include aggregation Site(s) for stray and abandoned vehicles and vessels can be found in Attachment A7 Siting Criteria for Debris Management Sites Including Aggregation Sites for Stray and Abandoned Vehicles and Vessels.
- B. Contractor shall provide in electronic format approved by the Client Agency, a list of potentially suitable Sites with a map showing the coordinates of each site for evaluation purposes of the Client Agency.
- C. Contractor shall assist in the administration of necessary memorandum of understanding documents for Site use for those Sites that have been vetted by the Contractor and the IDMTF.
- D. Contractor shall prepare site management plans for each DMS as specified per the Client Agency and/or IDMTF.
- E. Contractor shall provide copies of environmental baseline study, Site description, and Site plan to DEEP for each Site so that the information is readily available for PA funding applications.
- F. Contractor shall assist with the selection of final debris recycling Sites and disposal Sites. Prior to the Performance of final disposal, the Contractor shall provide to the State IDTMF three (3) bids or price quotations for the costs associated with any

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

potential subcontracted final recycling or disposal of debris. Such use of these Sites will be at the final decision and written approval of the IDMTF.

- G. Contractor, in consultation with the State, shall be responsible for determining what permits are necessary and shall make these permits available to the State.
- H. Contractor shall be responsible for correcting conditions which are the subject of any notices of violations or other enforcement actions issued as a result of the Contractor operations. Corrections for any such violations shall be at no additional cost to the State.
- I. Contractor shall provide and submit to the State all reports and documents as may be necessary to adequately document the debris emergency response, management, and recovery services in accordance with FEMA and State requirements.
- J. Contractor shall provide the State IDMTF with written and or electronic documentation of debris waste volumes removed and their locations such as curbside, DMS and other locations. The State and/or Client Agency IDMTF may also require Contractor to Perform per Disaster debris removal schedules and require Contractor to provide real time progress reports and cost estimates for debris management and removal activities.
- K. Ineligible debris collected by the Contractor shall be properly disposed of at the Contractor's expense. Any rejected debris at the final recycling or disposal facility shall be the Contractor's responsibility.
- L. Contractor shall coordinate with the DDMC to assist CTDOT in developing an electronic road database of roadway clearance activities.
- M. Contractor shall assist the State, where applicable and directed, in the dissemination of information for the public regarding debris pick-up schedules, disposal methods, ongoing activities, and self-help.
- N. Payment for debris hauled will be based on the quantity of debris hauled as measured in cubic yards or other units as identified in the Exhibit B Price Schedule and the distance hauled depending on where the debris is taken, either to a DMS or to a final recycling or disposal facility. Load tickets will be required for the Contractor to receive payment as directed by the DDMC. Payments will be made against the Contractor invoices once the load tickets have been reconciled with the records of the DDMC. The State will be the recipient of any revenues generated from the salvage value of debris that has been recycled.
- O. Contractor shall use either the volume method or the weight method for all loads hauled to any DMS. The particular method will be established at the beginning of the

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

clean-up operations and approved in writing by the Client Agency. The DDMC is the final authority for verifying debris volume and truck loads.

- P. Deductions from load volume will be made for: consolidation during hauling, lightly packed loads with excessive air voids, and voids caused by incomplete loading at the loading site. For reference on deductions, see the diagrams provided in Attachment A5 Estimating Truck Load Volume.
- Q. If truck scales are utilized, the Contractor shall install truck scales at its expense. Trucks must be weighed both at entering and leaving the DMS. The weight of the load must be the calculated difference between the two weights. Contractor Parties will be given load tickets at the loading sites by the DDMC. The quantity of debris hauled will be estimated in cubic yards or units as determined by the DDMC Contractor Parties at the DMS. The estimated quantity will be recorded on the load ticket.
- R. The State shall assume ownership of the Disaster debris collected from State ROW and State property.
- S. Contractor shall be responsible for collecting and removing, from public ROW, State public property or curb side and transport all debris to a DMS for volume reduction in preparation for final recycling and or waste disposal facility either in-State or out-of-State for final disposal. The Contractor shall segregate any debris collected from State ROW and State property at the DMS and shall process such debris at the written direction of the State. Curbside segregation of debris is required prior to removal. Typical segregation categories include putrescent municipal solid waste (primarily food spoilage and contaminated or damaged recyclables such as wet or mildewed newspaper, and cardboard which requires immediate disposal), C&D debris, uncontaminated green waste (or vegetative waste), white goods, and electronics. Household garbage is not eligible for removal unless resulting from the disaster event (i.e., refrigerator or freezer waste placed curbside). To the extent possible, regular solid waste collection haulers are expected to maintain their normal schedules that would have been generated under pre-Disaster event conditions and, as such, the Contractor is not expected to perform this Service.
- T. The public ROW is typically defined as the portion of land over which a facility, such as highways, railroads, or power lines are built. This includes land on both sides of the highway up to adjoining private property lines. Contractor shall coordinate with the IDMTF about more defined widths of public ROWs as applicable.

III. Debris Removal Operations by Debris Type

This section describes debris removal operations from public and private property, the demolition of structures, the types of debris and appropriate management of this material, and

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

the management and operations of a DMS and vehicle and vessel aggregation sites. See Attachment A10 entitled Debris Types and Management for a list of eligible debris items.

A. The terms defining the waste types used in this Exhibit are derived from a number of key sources and include: the State of Connecticut Disaster Debris Management Plan, 2013 or latest edition; the Comprehensive Materials Management Strategy, July 19, 2016 or latest edition; the State of Connecticut statutory and regulatory authorities dealing with solid waste; and the FEMA public assistance funding guide – Public Assistance Program and Policy Guide, Version 4, effective June 1, 2020 or latest edition. The types of debris to be managed include, but are not limited to, the following:

- i. Uncontaminated green waste/vegetative debris
- ii. C&D
- iii. E-waste
- iv. HHW
- v. HTRW
- vi. Putrescent and non-putrescent municipal solid waste
- vii. White goods
- viii. Aggregate (fill materials)
- ix. Animal mortalities
- x. Contaminated soil, silt, sand and sediment
- xi. Scrap metal
- xii. Sunken vessel removal
- xiii. Municipal utilities and non-utility entities related debris
- xiv. Vehicle removal from the Public ROW
- xv. Vessel removal from the Public ROW

B. When considering debris removal operations, FEMA Recovery Policy – RP9523.12 dated September 10, 2010, has determined it is not reasonable to reimburse applicants for hand-loaded vehicles and mechanically loaded vehicles at the same rate. FEMA has determined that vehicles of the same loaded capacity that are loaded by mechanical equipment and reasonably compacted, carry at least twice the volume of debris as those loaded physically by hand. The maximum amount recorded for a hand-loaded vehicle must be 50% of its measured capacity.

C. Contractor is not authorized to Perform work on private property unless the State identifies a threat to public health and safety and authorizes the Contractor in writing to Perform debris removal Services per Connecticut General Statutes, Section 28-9c, Removal of debris or wreckage. The State may also authorize the Contractor to access private property for the purpose of gaining entry to and clearing and removing debris from public property and the public ROW. Note: See Attachment A8 entitled Right of Entry / Hold Harmless Agreement Sample.

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

- D. Contractor may be required to clear debris from various drainage swales, ditches, streams, lakes, reservoirs, structures and other drainage components. This clearing may require either hauling or disposal on-Site as directed by the State. When this type of work is required, the State will develop a scope of work for each of the system components (swales, ditches, other) including: description of debris to be removed including the sizes and numbers of trees, locations, photographs, access points and similar information, and will determine permitting requirements.
- E. For any good(s) and/or Service(s) provided by the Contractor that are not listed in the Exhibit B Price Schedule shall be negotiated at time of Client Agency Task Order and/or Purchase Order issuance.
- F. Contractor may be required to Perform the demolition of structures. This scope of work applies to but is not limited to the decommission, demolition, and debris removal from both public and privately-owned structures. Contractor shall Perform demolition Services only with written approval by the State and/or FEMA. The Contractor shall provide all equipment, and Contractor Parties required to Perform as specified per each task order. Contractor shall also be responsible for abiding by any no action assurance policies that U.S. Environmental Protection Agency ("EPA") may authorize as a result of the Disaster event. See Exhibit A8 – Demolition of Structures (example).

G. Transporting Debris

The following two scenarios describe the method in which Contractor shall transport Disaster debris. The Exhibit B Price Schedule represents an origination point for each of the Disaster debris items. For some of the Disaster debris items, the origination point includes two categories, one from the public ROW and the other from the DMS. The origination point identified as "From ROW" assumes Scenario #1. The origination point identified as "From DMS" assumes Scenario #2.

- i. Scenario #1 – Contractor initial loading of waste debris from the public ROW to a DMS or directly to final recycling or disposal facilities either in-State or out-of-State.
- ii. Scenario #2 – Contractor transport of waste debris that has been segregated and processed at a DMS to final recycling or disposal facilities either in-State or out-of-State.

IV. Managing Operations and Site Closeout for: DMS and Vehicle and Vessel Aggregation Site(s).

- A. Contractor shall clearly define the use areas within a selected DMS. In establishing the operational boundaries, the Contractor may consider using earthen berms, temporary barriers, or any other physical restriction. The separation of all debris areas as listed below will need to be clearly defined and field delineated at the

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

DMS. As operations proceed, the separated areas may be moved to accommodate either growing demand for space or reducing space in preparation for DMS closure. This will aid traffic circulation and help keep debris amassing at the debris-staging Site to a minimum. Common operational activities may include but are not limited to:

- i. Reduction in volume
 - ii. Recycling/sorting
 - iii. Tipping or unloading areas
 - iv. Loading areas for processed debris to go to its final disposition
 - v. Drop-off areas for the general public (for debris such as green waste/vegetative debris, recycling, or C&D Debris)
 - vi. HHW storage
 - vii. Equipment, fuel, and water storage
 - viii. Note: See Attachment A7 entitled Siting Criteria for Debris Management Site including Aggregation Sites for Stray and Abandoned Vehicles and Vessels.
- B.** Contractor shall secure each DMS with fencing and lighting as needed to secure according to applicable State regulations and Client Agency polices. Contractor shall be prepared to operate the DMS continuously to receive vehicles and vessels up to twenty-four (24) hours a day and up to seven (7) days a week as required by the Client Agency. Contractor shall store vehicles and vessels in a manner to permit inspection by Client Agency as required, or for reclamation by owners and/or their agents. Contractor shall also be prepared to provide 24-hour Site surveillance and security if required by the Client Agency.
- C.** At each DMS, Contractor shall construct a hazardous material containment area as specified by the Client Agency. Contractor shall meet the following minimum specifications:
- i. Create a perimeter around the containment area using staked hay bales.
 - ii. Line the entire containment area surface with a heavy gauge plastic and/or membrane as specified by the Client Agency to provide a non-permeable barrier.
 - iii. Lay six (6) inches or more of sand over the heavy gauge plastic and/or membrane as specified by the Client Agency to absorb fluids and/or debris and to protect plastic and/or membrane from puncture or tear.
 - iv. Cover the containment area with a non-permeable cover at all times to ensure stormwater cannot enter the containment area.
 - v. Site run-off will be directed away from the containment area by Contractor Site grading.
 - vi. Contractor shall comply with all laws pertaining to the handling of hazardous materials.
 - vii. This item includes all labor and materials costs associated with constructing containment area(s).

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

- D. The Client Agency may direct Contractor to install portable scales at a particular DMS, and to use weight as the method for determining quantities. The Contractor shall provide a price for installing and maintaining such portable truck weighing scales on Exhibit B Price Schedule Item – I Project Management. Contractor provided scales must be pre-registered with the State and be National Type Evaluation Program (“NTEP”) approved. The weigh master must be a registered public weigher licensed by the State of Connecticut Department of Consumer Protection. Invoices for Contractor work Performed will be submitted using the alternate unit prices for tons provided, where shown, on the Exhibit B Price Schedule.
- E. Contractor hauling operations shall not be allowed into any DMS until an DDMC monitoring tower is installed and operable by Contractor. The Contractor shall coordinate with the IDMTF as to the type of inspection tower that will be utilized at each individual site (e.g., mechanical lift with roof cover, wood constructed tower, prefabricated metal scaffold tower, etc.)
- F. Contractor shall remove all equipment and temporary structures and dispose of all residual debris from the DMS at an approved final disposition Site. The Contractor is responsible for the reclamation and remediation of the DMS to its original state prior to approval of final close. See Exhibit A10 titled Close-out of Debris Management Site for more information about close-out procedures and requirements.

V. Required Contractor Documents and Plans:

A. Contractor’s 24-Hour Emergency Contact Plan:

Pursuant to the Exhibit C. Deliverables Implementation Schedule, Contractor shall provide DAS a list of Contractor Parties available 24 hours a day.. At a minimum, this list must include Contractor Parties names, day and evening phone numbers (land and cellular) and e-mail addresses. Contractor’s primary POC must be clearly identified on the list and be included in the Contractor’s CTsource vendor profile. Contractor shall respond by voice communications to Client Agency within thirty (30) minutes of Client Agency call. Upon receipt of the Purchase Order, Contractor shall maintain a Purchase Order specific Contractor Parties roster that is updated and submitted daily to the Client Agency to ensure streamlined communications between the Contractor and Client Agency.

B. Project Management and Operations Plan (“PMOP”):

- i. Pursuant to the Exhibit C. Deliverables Implementation Schedule, Contractor shall develop, maintain, and provide DAS and/or requesting Client Agency a PMOP. The PMOP must include but not be limited to the following elements:

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

a. Organizational Structure and Key Contractor Parties:

1. Structure of Contractor management to field supervisory level
2. Division of responsibilities
3. Resume of Key Contractor Parties
4. Letters of commitment of Key Contractor Parties
5. On-Site estimated time of arrival in State from time of NTP for Key Contractor Parties
6. Off-Site estimated time of Performance from NTP for Key Contractor Parties

b. Technical Approach and Methodology:

1. Mobilization and oversight of Contractor Parties, assets, and equipment
2. Methodology for Performance of loading, hauling, and reduction of debris
3. Reduction site management
4. Disaster debris disposal
5. Management of HHW, HTRW, white goods, e-wastes, vehicles, putrescible municipal solid waste, tires, gasoline powered tools
6. Description of where debris collection begins and which streets and/or roads will be cleared during the initial seven-day activation Performance period. During Performance, operation locations will be decided upon in conjunction with the IDMTF. This section will be continually revised and updated as required by Client Agency as work is Performed and completed.

c. Vehicle Aggregation Approach, Methodology and Requirements:

1. For the removal and recovery of abandoned and disabled vehicles within the public ROW, the Contractor shall include the following plan of action in its RFP cost and value proposal for the Services related to the operation and management of the vehicle aggregation Sites.
2. Contractor shall work with the IDMTF to secure Sites where vehicles can be stored until demobilization. Sites should be level, clean, dry and have a firm surface and be accessible by recovery and remediation vehicles and equipment. Each Site must be evaluated and prepared with regard to issues of ingress and egress, highway access, neighborhood concerns and soil conditions.

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

3. During mobilization, Contractor shall supply and transport all necessary supplies, equipment, materials, and Contractor Parties to the vehicle aggregation Sites, and build out the improvements to the Sites required for storage and remediation operations. If necessary, Contractor shall obtain clearance from underground or overhead utilities and from property owners and State and local entities for the aggregation locations.
4. Unless otherwise directed by the Client Agency, Contractor shall secure Sites with fencing and lighting as needed to secure according to applicable local and State regulations. Contractor shall be prepared to continuously operate the Sites to receive vehicles up to twenty-four (24) hours per day and up to seven (7) days per week as required by the Client Agency. Vehicles must be stored in a manner to permit inspection by State authorities as required, or for reclamation by owners and/or their agents. Contractor shall also be prepared to provide Site surveillance and security if required by the Client Agency.
5. Each Site must be equipped with a monitoring tower provided by the DDMC and utilized by Contractor Parties of the DDMC and the Contractor in order to record the receipt of each retrieved vehicle and maintain accurate records. The Contractor shall create and maintain a computerized tracking system for vehicles or may utilize the ADMS in coordination with the DDMC. As the vehicle is accepted at the tower, it must be checked into the aggregation site and entered into the tracking system using the vehicle year, make, model, license plate state and number, vehicle identification number ("VIN"), extent and type of damage, and its location on the lot by row number, column letter and GPS location or other as specified by the Client Agency. Contractor shall record any identifying information or number(s) contained in markings or stickers affixed to the vehicle by authorities for purposes of the recovery operation. If the vehicles have been tagged with a bar code, the tag must be scanned, and digitally recorded and/or printed and a copy of such provided to the DDMC. If necessary or required by the Client Agency, Contractor shall mark the windshield of the vehicle with an identifying number for ease of future identification. Such numbers and tags then become unique and continuous identifiers to monitor the vehicle through each step. Contractor shall work with the State Department of Motor Vehicles ("DMV") as directed by the IDMTF for accessing the

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

names and addresses of owners in DMV records that correspond to the VIN that the Contractor retained.

6. Vehicles must be discharged to appropriate entities for disposal, recycling, or other appropriation as directed by the State, after clearance through applicable protocols, and after documentation in the vehicle record described above. Once all vehicles are removed, Contractor shall remove all equipment, supplies, and non-hazardous trash from the aggregation site.
7. Contractor shall dispose of all solid waste and debris in a permitted disposal facility or landfill in or out-of-state and repair and remediate any damage to the aggregation Site caused by the storage and remediation operations and equipment as directed by the State. Contractor shall refer to Attachment A11 Close-Out of Debris Management Site.

d. Vessel Aggregation Approach, Methodology and Requirements:

1. For the removal and recovery of abandoned vessels within the public ROW and not covered under the United States Coast Guard ("USCG") or USACE responsibilities, the Contractor shall include a plan of action in its RFP cost and value proposal for the Services related to the operation and management of the vessel aggregation Sites.
2. During mobilization, Contractor shall supply and transport all necessary supplies, equipment, materials, and Contractor Parties to the vessel aggregation Sites and build out the improvements to the Sites required for storage and remediation operations. Contractor shall obtain clearance from underground or overhead utilities and from property owners and State entities for the aggregation location. Contractor shall have recovery equipment and vehicles prepared to mobilize upon the first notification to recover vessels.
3. Unless otherwise directed by the Client Agency, Contractor shall secure Sites with fencing and lighting as needed to secure according to applicable local and State regulations. Contractor shall be prepared to continuously operate the Sites to receive vessels up to twenty-four (24) hours per day and up to seven (7) days per week as required by the Client Agency. Vessels must be stored in a manner to permit inspection by State authorities as required, or for reclamation by owners and/or their agents.

8P

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

Contractor shall be prepared to provide Site surveillance and security if required by the Client Agency.

4. Each Site must be equipped with a receiving area manned by Contractor Parties of the DDMC and the Contractor in order to record the receipt of each retrieved vessel and maintain accurate records. The Contractor is responsible for creating and maintaining a computerized tracking system for vehicles or may utilize the ADMS in coordination with the DDMC. As the vessel is accepted at the receiving area, it must be checked into the aggregation site and entered into the tracking system using the record of the vessel recovery location, description, registration number, extent and type of damage, and its location on the lot by row number, column letter, and GPS location or other as specified by the Client Agency. Contractor shall record any identifying information or number(s) contained in markings or stickers affixed to the vessel by the State authorities for purposes of the recovery operation. If the vessels have been tagged with a bar code, the tag must be scanned and printed and a copy of such must be provided to the DDMC. Electronic tracking of the vessel shall then be Performed. The Contractor shall mark the vessel's topside, bow, stern, and or deck of the vessel with an identifying number for ease of future identification.
 5. Vessels must be discharged to appropriate entities for disposal, recycling, or other appropriation as directed by the Client Agency, after clearance through applicable protocols, and after documentation in the vessel record described above. Once all vessels are removed, Contractor shall remove all equipment, supplies, and non-hazardous trash from the aggregation Site.
 6. Contractor shall dispose of all trash and debris in a permitted disposal facility or landfill and repair and remediate any damage to the aggregation site caused by Performed operations Contractor shall refer to Attachment A11 Close-Out of Debris Management Site.
- e. **Multi-Site Area Management:**
1. State Site sectoring strategy.
 2. Availability, scalability and deployment of Contractor Parties, assets, equipment, and resources to multiple Sites and how

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

Contractor shall respond to simultaneous and multiple Client Agency Purchase Orders and Task Orders.

f. Safety:

Overview of general safety procedures and description how Contractor shall comply with the Accident Prevention Plan ("APP") requirements.

g. Quality Control, Assurance and Compliance Plan ("QCP"):

Overview of Contractor's QCP plan and strategy.

h. Disaster debris waste reduction and recycling strategy.

i. Other as directed by DAS and/or Client Agency.

- ii.** Contractor shall describe its plan to manage Off-Site and On-Site Contractor Parties without State or Client Agency direct supervision or interference throughout the Contract Term and Key Performance Phases. Contractor shall provide a description of quality control processes and procedures planned (to include any certifications and quality management systems used), as well as the quantitative metrics intended, to execute and monitor compliance with Contract requirements and Deliverables. Contractor shall provide a strategy to address retention of Contractor Parties and standby equipment throughout the Contract Term and periods of all Key Performance Phases. Contractor shall include a plan to include but not limited to addressing assigning Contractor Parties by the NTP date, mitigation of the unavailability of equipment, changes to DMS, overall Contractor readiness, availability, scalability and logistical deployment of Contractor Parties, assets and equipment.
- iii.** Upon review, DAS and/or Client Agency reserves the right to direct changes to this plan and request subsequent plans at no additional cost.

C. QCP:

- i.** Pursuant to the Exhibit C. Deliverables Implementation Schedule, Contractor shall develop, maintain, and provide a QCP and program to ensure Services are Performed in accordance with the Contract. The QCP must address Contractor response and controls to address all debris removal, reduction, and disposal operations, including work by subcontractors. The QCP shall include but not limited to the following elements:

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

- a. A complete description of the quality control organization, including an organization chart showing lines of authority. This must include the appropriate Contractor POCs.
- b. The name, qualifications, duties, responsibilities, and authorities of each person assigned a QCP function and proof of training of Contractor Parties as specified herein.

c. Proof of Delegated Authority:

A corporate authorization letter from the Contractor Parties principal of the Contractor which describes the responsibilities and delegates sufficient authorities to Contractor Parties to adequately Perform the functions of the QCP, including authority to stop work which is not in compliance with the Contract. Upon the Effective Date, Contractor shall disseminate to all Contractor Parties responsible for quality control protocols and compliance, a summary outlining duties, authorities, and responsibilities to meet contract Performance requirements. Copies of these letters shall also be furnished to DAS and/or Client Agency upon request.

d. Safety:

The safety section of the QCP must address Contractor Parties protection, equipment safety, trimming of loads, flagmen, work zone safety and traffic control.

e. Debris Eligibility:

The debris eligibility section must address what debris is eligible for removal versus what should not be removed. A protocol shall be provided for acquiring decisions on questionable debris.

f. Separation/Handling of Curbside Debris:

This section must provide guidance on curbside debris separation and removal concerning HHW, HTRW, white goods, e-waste, and other materials as tasked.

g. Protection of Infrastructure:

This section must provide guidance, to include forms and Contractor POC's, for documenting damages caused to private and public infrastructure including but not limited to; (sidewalks, curbs, roadways,

8A

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

utilities, fencing, and mailboxes) during the Performance of debris removal operation. Contractor shall not damage infrastructure must be kept to a minimum requiring a special awareness of what may be hidden within the curbside debris piles. The Contractor shall be responsible for all repairs, regardless of cost, resulting from the negligence of Contractor Parties.

h. Proper Loading and Unloading of Trucks:

This section must provide including but not limited to; instructions on Contractor's proper loading and unloading of Contractor trucks to ensure full loads, mixed debris loads are kept to a minimum, tailgates are secure, placards are clearly displayed, freon systems in the white goods remain intact, and extension boards on the dump bodies are maintained according to manufacturer and/or Client Agency specifications.

i. Tracking of Hourly Rate Task:

This section must outline in detail the appropriate procedures and forms required to track and account for equipment hours, equipment down-time, and Contractor Parties On-Site and Off-Site Performance hours. The procedures must be in accordance with the Contract scope and approved by Client Agency prior to use. Client Agency reserves the right to reconcile Contractor hours documented at the end of each workday or at the frequency it deems necessary.

j. Private Property Debris Removal:

This section must explain the requirements that need to be in place prior to Contractor's removing debris from private property and define personal property and how it will be handled. This section must include guidance on stumps, hanging limbs, and leaning trees if tasked by Client Agency.

k. Demolition:

This section must explain the requirements that need to be in place prior to Contractor Performance of structure demolition on private property or public property. This section must define personal property and how it will be handled along with other special items of interest as defined by a specific Purchase and/or Task Order(s).

ii. Acceptance of the QCP:

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

Acceptance of the Contractor's QCP and program by DAS and/or Client Agency is conditional and will be predicated on satisfactory Performance during the Contractor's debris removal, reduction, and disposal operations.

- iii. Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective or deficient Services. Contractor shall be responsible for overall quality control and shall establish and maintain an effective QCP program in compliance with the applicable federal, State and local laws and requirements and pursuant to Contract requirements and Deliverables. Contractor's QCP and quality control system must consist of plans, procedures, and organization necessary to ensure Performance of Services and debris removal, reduction, demolition, and disposal activities and compliance with the applicable federal, State and local laws and requirements and pursuant to Contract requirements and Deliverables including but not limited to; the requirements of FEMA PA grant funding, PAPPG and Disaster debris eligibility criteria. Contractor's QCP program must cover all aspects of the debris operations for both On-Site and Off-Site Performance, and be inputted to the proposed debris removal sequence required as directed by the Client Agency and/or FEMA. During mobilization, Contractor shall provide daily reports in a format and frequency as determined by the Client Agency.
- iv. Contractor shall develop and maintain health and safety planning, protocols, and processes for identifying the physical and health hazards that could harm Contractor Parties and, procedures to prevent accidents, and steps to take when accidents occur. Contractor shall designate in this plan all Contractor Parties responsible for initiating, maintaining, and supervising safety precautions and programs in connection with the Services Performed. Contractor shall be responsible for the health and safety of its Contractor Parties and comply with all federal and State OSHA requirements.
- v. Upon review, DAS and/or Client Agency reserves the right to direct changes to this plan and request subsequent plans at no additional cost.

D. APP:

- i. Pursuant to the Exhibit C. Deliverables Implementation Schedule, Contractor shall develop, maintain, and provide DAS an initial APP. Contractor shall develop and submit APPs pursuant to the Purchase Order and submit subsequent APPs in a format required by the Client Agency. Contractor shall ensure, and maintain a list of the current Contractor Parties who are qualified and/or certified to develop and execute APPs on the Contractor's behalf. Contractor's APP must be Purchase Order specific and include Services to be Performed by Contractor, and measures to be taken by Contractor to control hazards associated with materials, Services, or equipment provided by Contractor Parties. Contractor

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

shall not commence physical work at the Site until the APP has been accepted by the Client Agency.

- ii. The APP will be job-specific and will include work to be Performed by subcontractors and measures taken by the Contractor to control hazards associated with materials, Services, or equipment provided by subcontractors. The Contractor shall Perform debris related operations with no subcontractor assistance until the APP has been accepted by the Client Agency.
- iii. Upon review, DAS and/or Client Agency reserves the right to direct changes to this plan and request subsequent plans at no additional cost.

E. FEMA Compliant Contract Attachments:

DAS reserves the right to direct changes to Contract attachments and request subsequent updates at no additional cost.

F. Additional Documents, Reports and Plans Required by Client Agency:

At no additional cost, DAS and Client Agency reserves the right to require Contractor to develop, maintain and provide within the timeframe(s) specified, additional plans including but not limited to;

- i. Vehicle and Vessel Aggregation Site Plans
- ii. Site management plans, including identification and mapping of:
 - a. Ingress/egress for the Site
 - b. Pre-use existing conditions including environmental assessment if determined necessary by Client Agency.
 - c. Site preparation - clearing, erosion control, and grading
 - d. Traffic control procedures
 - e. Safety
 - f. Separation of debris
 - g. Location of ash disposal area, hazardous material containment area, Contractor work areas
 - h. Location of incineration operations and/or chipping operations if required by Client Agency
 - i. Burning operations locations, permitting, and required clearances
 - j. Location of existing structures or sensitive areas requiring protection
- iii. Damage report, including location of damage, parties involved and proposed resolution.

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

- iv. Accident report, including location of accident, parties involved and proposed resolution.
- v. Tabletop exercise and/or training plans.

VI. Contractor Management of Debris Waste Streams:

A. Load Tickets:

i. Electronic Tickets:

Contractor shall adhere to DDMC guidance and requirements regarding its utilization of the ADMS for electronic load ticketing protocol.

ii. Manual Tickets:

If the ADMS cannot be utilized by the DDMC and/or Contractor, then a manual paper ticketing system must be deployed by the DDMC. Contractor shall adhere to DDMC guidance and requirements regarding manual ticketing protocol.

- B.** Contractor shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the hauling equipment in any direction. All loose debris must be reasonably compacted during loading and secured during transport. Tarps and other coverings shall be provided by the Contractor to prevent materials from being blown from the bed during transportation.
- C.** Contractor shall be responsible for verifying the clearance of bridges and overpasses on all routes to be used as well as verifying clearance for all other overhead structures and wires.
- D.** Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor will be required to adhere to the Connecticut Department of Transportation's ("CTDOT") "Workzone Safety Guidelines for Maintenance Operations" manual whenever working along the ROW. At a minimum, one flag person should be posted at each approach to the work area.

VII. Equipment Requirements:

- A.** Contractor trucks and equipment must follow all applicable federal, State, and local rules and regulations. Any Contractor equipment used to haul debris must be mechanically loaded and be capable of rapid mechanical dumping its load without the assistance of

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

other equipment, be equipped with a tailgate that will effectively and safely contain the debris during transport, permit the truck to be filled to capacity, and facilitate dumping debris without becoming caught in the bed. Any exception to mechanically loaded or dumped equipment shall be approved in writing by Client Agency. Frameless, dump trailers are not acceptable.

B. Typical Truck / Trailer Measurement Form:

Contractor shall adhere to Attachment A5: Estimating Truck Load Volumes.

C. Contractor trucks and trailer beds used for the purpose of transporting debris shall be measured by the DDMC, certified by Client Agency, and marked for their load capacity. Sideboards or other extensions to the bed shall comply with all applicable laws, rules, regulations, and manufacturer's recommendations. Extensions are subject to acceptance or rejection by the Client Agency unless otherwise delegated by Client Agency to Contractor. Truck loading and material transport must comply with CTDOT rules and regulations including weight limitations and the covering of truckloads.

D. Contractor equipment must be equipped with two signs, one attached to each side. DDMC shall provide signs. Signs must be a minimum of twelve (12) inches by sixteen (16) inches, be approved by Client Agency and prominently display the following information:

- i. Contractor name
- ii. Contractor subcontractor name
- iii. Contractor truck number
- iv. Cubic yard capacity or tare weight
- v. Name of Client Agency and/or DDMC inspector and inspection date

E. Contractor and DDMC trucks or equipment which are designated for use under or in association with this Contract shall not be used for any other work during the working hours. Contractor shall not solicit work from private citizens or others to be Performed in the designated work or Site(s) during the Term. Contractor shall proactively ensure Contractor Parties do not mix debris collected, and/or hauled from outside of scope of the Contractor purchase and/or Task Orders.

VIII. Management of Special Debris Waste Streams, Equipment and Contractor Response Crews:

- A.** Contractor shall ensure all applicable laws, regulations, policies, and best management practices are followed in work associated with managing special debris waste streams.
- B.** HHW is excluded from the definition of hazardous waste and therefore does not require the same collection or handling procedures as hazardous waste. Examples of HHW include, but are not limited to batteries, waste oil, waste fuels, paint, chemicals, antifreeze, pesticides, spray cans, unidentified liquids, and household cleaners.

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

- C. Contractor shall designate HHW separation crew(s) designated for "curb side" separating and removing of HHW material. Each member of the Contractor's crew shall be certified in accordance with DEEP and EPA requirements for handling HHW materials. Contractor crews shall meet all standards and provide Services in a manner consistent with applicable local laws, regulations, and policies.
- D. While every effort will be made to have the local residents separate the HHW from the other debris, if this does not occur, the Contractor crew(s) handling the normal debris removal process are required to separate any HHW as needed during collection. As directed by Client Agency, Contractor shall make passes through the Disaster affected areas until all HHW has been removed or otherwise directed by Client Agency. The methods of handling and transporting HHW or HTRW from the Disaster affected areas are the responsibility of the Contractor. The Contractor shall be informed of and work in accordance with all laws pertaining to the handling of hazardous materials in coordination with the Contractor.
- E. HHW and HTRW shall be delivered to collection points or disposal locations defined by Client Agency.
- F. Known or suspect asbestos containing material shall be separated from other debris and disposed of by a licensed asbestos contractor. This type of debris shall be disposed of in a landfill licensed to accept and dispose of asbestos containing materials. Materials that must be separated include, but are not necessarily limited to, floor tiles, roofing shingles, and linoleum, ceiling tiles, transited (exterior) shingles, concrete or flooring covered with mastic or flooring adhesive, pipe and/or boiler insulation, ceiling and / or wall texture, and stippled or blown on surfacing materials.
- G. Any labeled hazardous waste, bio-hazardous waste, or other contaminated waste that has originated from a commercial building or business, unless otherwise directed in a Task Order, must be left in place for removal by others. In such an event, Contractor shall immediately notify the Client Agency.
- H. If directed to remove, Contractor shall dispose of all labeled hazardous waste, bio-hazard waste, or other contaminated waste (such as thermostats containing mercury) using a licensed HTRW subcontractor. Such waste shall be disposed of in a landfill licensed to receive the waste being delivered. Removal, transportation, and disposal of such waste by a licensed HTRW subcontractor will be paid for under a separate line item for HTRW removal and disposal.
- I. Task Orders for white good product(s) (refrigerators, freezers, air conditioners, etc.) containing chemicals or fluids (e.g. freon etc.) or putrefied foods shall be delivered to collection points defined by Client Agency. The Client Agency shall establish the collection points at the Purchase Order and/or Task Order level.

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

- J. There may be other special wastes the Contractor may be required to remove and dispose of, such as: removal of putrefied meats or foods from commercial stores or warehouses; E-Waste (T.V.'s, computers, monitors, VCR's, DVD players, camcorders, etc.); and small gas powered equipment (e.g. lawnmowers, lawn tractors, weed eaters, trimmers, leaf blowers, chainsaws, etc.). These items shall be removed and disposed of as specified in the Purchase Order or Task Order and consistent with all local, State and Federal rules, regulations, policies and laws.
- K. Contractor may be required to Perform Services in waterways as directed by Client Agency.
- L. If required, Contractor shall Perform debris management Services for route clearance as directed by Client Agency and/or CTDOT. Route clearance is typically defined as clearing a path for emergency vehicles. If applicable, the Client Agency shall define the number of passes.
- M. **Contractor Provided Response Crews and Client Agency Labor Rate Guidance:**
 - i. The following are minimum requirements for Contractor response crews unless otherwise required per Client Agency's NTP, PO and/or Task Order. Response crews include but are not limited to;
 - a. **Debris Separation Crew:**

Two (2) laborers, one chain saw operator with saw, one skid steer loader with operator and implements, all equipment necessary to transport Contractor Parties and equipment from one work Site to another.
 - b. **Emergency Road Clearance Crew:**

One (1) rubber tire grapple front end loader with minimum 150 hp with operator, two (2) chain saw operators with saws, one (1) laborer, and all equipment necessary to transport Contractor Parties and equipment from one work Site to another.
 - c. **Search and Rescue Support Crew:**

One (1) track hoe excavator with minimum 150 hp with operator, three (3) laborers/riggers, one (1) crew foreman, all slings riggings, implements, transport equipment for Contractor Parties and equipment.
 - ii. **Operator/Labor Rate Guidance:**

84

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

Due to the multitude of disaster variables and consequently, unknown Client Agency mission objectives it is impossible to define all labor categories subject to standard wage rates and all Services subject to prevailing wage rates, if applicable. Therefore, the State Department of Labor ("CTDOL") has advised that Contractor contact the CTDOL regarding all questions related to standard wage and/or prevailing wage applicability and compliance.

Links to CTDOL Standard Wage Rate and Prevailing Wage Rate Resources:

<https://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>
<https://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>

IX. ADMS:

At no additional cost, Contractor shall utilize an ADMS provided and as directed by the DDMC, to ensure efficient, effective, consistent, accurate and audit compliant records for Disaster debris monitoring and debris management activities, including but not limited to measurement of Services and Contractor Service Performance.

X. Contractor Labor Categories:

Contractor shall provide all Contractor Parties required to fulfill the following labor categories pursuant to the Exhibit B. Price Schedule:

A. Labor Category One:

Debris Response Project Management and Operations Personnel

Contractor Parties under this category shall be National Incident Management Systems ("NIMS") compliant, to ensure coordinated and efficient operations. Contractor shall maintain training records and upon Client Agency's request, make these records available to Client Agency. Contractor Parties under this category shall be knowledgeable of and experienced with including but not limited to; the current version of PAPPG.

i. Debris Response Project and Operations Manager

This position shall oversee all Contractor Service Performance and Contractor Parties and is responsible for providing including but not limited to:

- a. Planning, oversight, prioritization, and execution of all operational and administrative requirements and fulfilling requests from Client Agency including the IDMTF.

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

- b. Effective, efficient, and consistent communication with all Contractor Parties, local, State and federal stakeholders as identified by Client Agency and/or the State.
 - c. Preparation of daily operational reports to keep the DDMC, Client Agency including the IDMTF informed of Contractor Performance.
 - d. Coordination with Client Agency and DDMC to schedule, and prepare daily briefings, strategic planning, Performance progress updates, staffing, coordination and logistical assessment, and to fulfill other requirements as requested by Client Agency.
 - e. Ensure overall FEMA compliant reimbursable receipt, allocation, and oversight of all load tickets and ADMS data as required by the DDMC.
 - f. Participation in "tabletop" exercises and/or training as requested by Client Agency.
 - g. Logistical scheduling, supervision, and deployment of all Contractor provided resources and those required to sustain Contractor Parties during Performance.
 - h. Accountability, oversight, and management of all On-Site and Off-Site Contractor Performance.
 - i. Identification, evaluation, prioritization, and execution of immediate needs of field debris monitor supervisor(s) to ensure continuity of operations.
 - j. Other as required by Client Agency.
- ii. Field Debris Response Manager:**

This position shall work directly with field debris response supervisor(s) and DMS response supervisor(s) and is responsible for providing including but not limited to:

- a. Identification, evaluation, prioritization, and execution of immediate needs of field debris response supervisor(s) and DMS response supervisor(s) to ensure continuity of operations.
- b. Electronic daily reports to debris response project and operations manager of Contractor Service Performance and any additional reports required Client Agency.

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

- c. Identifying, addressing, and troubleshooting any situations that could impact Contractor Service Performance, work area safety and FEMA eligibility.
 - d. Evaluation and compliance of load tickets from both the field debris response supervisor(s) and DMS response supervisor(s).
 - e. Ensuring overall accurate measuring of the Contractor load-hauling compartments and the accurate computing of volume capacities.
 - f. Recommendations for improving the efficacy of Contractor Performance.
 - g. Accountability, oversight, and management of all On-Site Contractor Performance.
 - h. Implementation and oversight of QCP and PMOP protocols.
 - i. Other as required by Client Agency.
- iii. **Site-Safety and Health Officer (“SSHO”), Qualified Person:**
- a. The SSHO will be present at the project area, located so they have full mobility and reasonable access to all major work operations during the shift. They will be an employee other than the supervisor, unless specified by the Client Agency and report to the Field Debris Response Manager and coordinate with the Environmental Health and Safety Manager. The SSHO shall have the authority and is responsible for inspecting Site activities to identify safety and occupational health deficiencies and correct them, coordinate changes and modifications to the SSHP with the Environmental Health and Safety Manager, Disaster Response Project Management and Operators Personnel, and conduct project-specific training. The SSHO will monitor all subcontractors for compliance with the APP, 29 Code of Federal Regulations (CFR) 1910 and 1926, Corporate Safety Plan and EM 385-1-1 dated November 2014, and serves as an Occupational Safety and Health Administration (OSHA) Competent/Qualified Person.
 - b. Other as required by Client Agency.
- iv. **Field Debris Response Supervisor**

This position shall Perform inspections “in the field” of all Contractor Service Performance and is responsible for providing including but not limited to:

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

- a. Direct On-Site supervision of Contractor Parties Service Performance.
- b. If applicable, in the event of ADMS unavailability or downtime for digital data capture, return completed paper load tickets to field debris response supervisor.
- c. Overall oversight to ensure eligible debris is collected, loaded, and hauled per DDMC and all wastes streams including HTRW, HHW and C&D are sorted and in compliance with federal and State laws and requirements including DEEP requirements.
- d. Ensuring Contractor Parties truck signage is compliant.
- e. Ensuring that curbside segregated debris is kept separate during transport to the DMS.
- f. Ensuring that only debris from approved public areas is loaded by Contractor Parties for removal.
- g. Performing a pre-work inspection of service areas and Site(s) to check including but not limited to; debris piles to identify and field- mark blocked and covered drainage swales, utility meters, transformers, fire hydrants, and mailboxes, to help prevent damage to loading and hauling equipment and operations.
- h. Surveying work areas and Site(s) for safety considerations to include but not be limited to; downed power lines, pedestrians in the area, other traffic control and safety concerns and ensure that Contractor operation of trucks and equipment is in a safe manner.
- i. Ensuring that all work areas and Site(s) are clear of debris as required by Client Agency prior to Contractor equipment being moved to a new loading area or Site.
- j. Documenting and reporting damages that may occur to including but not limited to; utility components, driveways, road surfaces, public and private properties, and vehicles.
- k. Performing damage investigation and reporting.
- l. Implementation and oversight of QCP and PMOP protocols.
- m. Other as required by Client Agency.

8F

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

v. DMS Response Supervisor

The DMS response supervisor shall perform direct inspection of Contractor delivery, disposal or debris unloading at DMS site(s) by providing direct supervision, verification of load capacities, and ADMS data capture as directed by DDMC to ensure including but not limited to, compliance with FEMA reimbursement. This position is responsible for including but not limited to:

- a. Providing direct On-Site response monitoring at the DMS and aggregation points for stray and abandoned vehicles and vessels.
- b. Completing all DDMC required data capture for ADMS regarding Contractor's Service Performance and providing in the event of ADMS downtime, paper load tickets to Contractor Parties.
- c. Initialing and completing each load ticket data capture in ADMS before permitting Contractor truck(s) to proceed/leave the DMS or Site.
- d. "In-field" review and oversight to ensure eligible debris is collected, loaded and hauled by Contractor Parties and all wastes streams including HTRW, HHW and C&D are sorted and in compliance with federal and State laws and requirements including DEEP requirements.
- e. Oversee delivery, installation, maintenance, and demobilization of DMS monitoring towers provided by Contractor.
- f. Implementation of PMOP and QCP protocols.
- g. Other as required by Client Agency.

B. Additional Strategic Contractor Positions Available Upon Client Agency Request

Upon Client Agency request, Contractor shall provide the following Contractor Parties inclusive of all transportation, tools and equipment to Perform "in the field" on-Site Performance:

- i. **Foreman with Truck:**
 - a. Leads and supervises crew members.
 - b. Other as required by Client Agency.
- ii. **Mechanic with Truck:**

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

- a. Diagnoses, adjusts, repairs, or overhauls mobile mechanical, hydraulic, and pneumatic equipment, and Contractor vehicles.
- b. Other as required by Client Agency.

iii. Climber:

- a. Uses sophisticated climbing and rigging techniques, cuts away trees, branches, or shrubs to maintain right-of-way for roads, sidewalks, or utilities. Prunes or treats trees or shrubs using handsaws, hand pruners, clippers, and power pruners. Works off the ground in the tree canopy and may use truck-mounted lifts.
- b. Other as required by Client Agency.

iv. Chainsaw Operator:

- a. Cuts away trees or branches from trees or shrubs to maintain right-of-way for roads, sidewalks, or utilities. Prunes or treats trees or shrubs using handsaws, hand pruners, clippers, and power pruners.
- b. Other as required by Client Agency.

v. General Laborer:

- a. Performs tasks involving physical labor at sites. May operate hand and power tools. May clean and prepare sites, clean up rubble, debris, and other waste materials. May assist other craft workers.
- b. Other as required by Client Agency.

vi. Traffic Control Signalmen:

- a. Guides or controls vehicular or pedestrian traffic.
- b. Other as required by Client Agency.

XI. Additional Service Requirements:

Upon Client Agency request, Contractor shall provide:

- A. Within the Client Agency specified timeframe, estimated amounts of debris and to assist in the development of a preliminary damage assessment.
- B. Technical assistance in clarifying issues identified by FEMA for PA eligibility and funding inclusive of during any reconciliation period and/or State and/or federal audit.

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

- C. Other as directed by Client Agency.
- D. The following ongoing Training, Preparedness and Resiliency Requirements:

Upon request of the State, Contractor shall participate in and if requested, develop, maintain, provide and/or present training(s) for the State which may include participation and engagement of local, federal and/or multiple State stakeholders. Contractor shall provide the following services at no additional cost:

- i. **“Tabletop” Exercises:**

Upon request of the Client Agency, Contractor shall provide one day and/or multi day “tabletop” and/or live training exercises. The purpose of these exercises is to ensure a common understanding and coordinated effort regarding processes and procedures exercised prior to, during, and following a Disaster for including but not limited to; local, State and federal partners. The target number of training exercises will be one per calendar year during the Contract Term unless otherwise requested by Client Agency. Contractor shall mobilize the Contractor Parties as required by the State.

- ii. **Policy Briefings:**

New changes to FEMA policy or memorandum and a briefing on how these changes and/or federal requirements may impact the Contract and/or contractual requirements and/or Client Agency.

- iii. **Supplier Engagement:**

Upon request of DAS, the Contractor shall collaborate with DAS regarding supplier engagement strategies to attract, and retain qualified Contractor Parties, specifically, State based subcontractors. The Contractor shall participate in On-Site and/or virtual outreach event(s) with DAS to market contract opportunities for State based businesses including those designated as State certified Small and Minority Business Enterprises (“SBEs/MBEs”).

- iv. **Contract Resiliency Review Meetings:**

Upon request of DAS, Contractor shall participate in active Contract review meetings. The purpose of these meetings is to ensure a focus on active Contract administration, continuous improvement, risk mitigation, industry best practices, and resiliency innovation that can benefit the State.

- v. Other as required by Client Agency.

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

XII. FEMA Contract Provisions:

Equal Employment Opportunity:

- a. During the Performance of this Contract, the Contractor agrees as follows:
- i. **(1)** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - ii. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - iii. **(2)** The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - iv. **(3)** The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - v. **(4)** The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - vi. **(5)** The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - vii. **(6)** The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of

CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES

Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- viii. (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
- ix. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- x. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.
- xi. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- xii. The applicant further agrees that it will refrain from entering into any Contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Davis-Bacon Act:

- a. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, Contractors are required to pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act:

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Compliance with the Work Hours and Safety Standards Act:

- a. **(1) Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. **(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (a)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

- c. **(3) Withholding for unpaid wages and liquidated damages.** The Client Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d. **(4) Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

5. Clean Air Act:

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation to the Client Agency and understands and agrees that the Client Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Federal Water Pollution Control Act:

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation to the Client Agency and understands and agrees that the Client Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

8F

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Suspension and debarment:

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by Client Agency. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Client Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contractor. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment:

- a. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- b. Contractor must sign and submit to the Client Agency the certification attached as Attachment 1 to this Exhibit A.

9. Procurement of Recovered Materials:

- a. In the Performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

- i. Competitively within a timeframe providing for compliance with the Contract Performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Access to Records:

- a. The following access to records requirements apply to this Contract:
- i. The Contractor agrees to provide Client Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
 - iv. In compliance with the Disaster Recovery Act of 2018, the Client Agency and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

11. DHS Seal, Logo, and Flags:

- a. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

12. Compliance with Federal Law, Regulations, and Executive Orders:

8f

**CONTRACT #:22PSX0119
EXHIBIT A
DESCRIPTION OF DELIVERABLES**

- a. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

13. No Obligation by Federal Government:

- a. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the Client Agency, Contractor, or any other party pertaining to any matter resulting from the Contract.

14. Program Fraud and False or Fraudulent Statements or Related Acts:

- a. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

8f

Attachment 1

APPENDIX A. 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal 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 appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

BY: 

Signature of Contractor's Authorized Official

Name: Dow Knight

Date: 10/24/2023

8f

CONTRACT #:22PSX0119

EXHIBIT B

PRICE SCHEDULE

Debris Response Project Management and Operations Personnel

- I. Pursuant to Exhibit A. Description of Deliverables, Contractor shall provide the Deliverables per the price schedule.
- II. Contractor shall be responsible for all equipment, materials and supplies and any other ancillary costs used in the provision of the Services.
- III. Contract Price Schedule:

A. Debris Response Project Management and Operations Personnel		Fixed Hourly Rate Per One (1) Position. Client Agency may request multiple positions per item.	
		Off-Site Performance	On-Site Performance
1	Debris Response Project and Operations Manager	\$47.00	\$66.00
2	Field Debris Response Manager	\$37.50	\$56.50
3	Site-Safety and Health Officer ("SSHO"), Qualified Person	\$50.00	\$125.00
4	Field Debris Response Supervisor		\$28.00
5	DMS Response Supervisor		\$28.00
B. Tabletop Exercises and/or Training Per Client Agency Request and Authorization per Exhibit A.		No additional cost.	
C. Utilization of DDMC provided ADMS		No additional cost.	

84

CONTRACT #:22PSX0119
EXHIBIT B
PRICE SCHEDULE
Emergency Road Clearance Services

- I. Pursuant to Exhibit A. Description of Deliverables, Contractor shall provide the Deliverables per the price schedule.
- II. Client Agency may select from the following optional lines items to meet emergency road clearance objectives.
- III. Contractor shall be responsible for all transportation, equipment, materials, fuel and supplies and any other ancillary costs used in the provision of the Services.
- IV. Contract Price Schedule:

A. Emergency Road Clearance Contractor Parties		On-Site Performance Fixed Hourly Rate Per One (1) Position. Client Agency may request multiple positions per item.	
Item	Description		
1	Foreman with Truck	\$95.00	
2	Mechanic with Truck	\$115.00	
3	Climber	\$125.00	
4	Chainsaw Operator	\$95.00	
5	General Laborer	\$95.00	
6	Traffic Control Signalmen	\$75.00	

B. Emergency Road Clearance Equipment with Operators			
Item	Description	Unit	Rate
Heavy Equipment			
1	Skid-Steer Loader (Mini-Loader)	Hour	\$176.20
2	Backhoe, Wheel Loader, 1.0-1.5 CY	Hour	\$212.50
3	Backhoe, Extend-a-hoe	Hour	\$226.25
4	Wheel Loaders, 2.5 CY	Hour	\$267.50
5	Wheel Loaders, 3.5-4.0 CY	Hour	\$289.50
6	Wheel Loaders, 4.5 CY	Hour	\$322.50
7	Tracked Loader	Hour	\$267.50
8	Towed Loader w/ Tractor	Hour	\$289.50
9	Knuckleboom Loader Truck (Self-Loading) 25-35 CY	Hour	\$267.50
10	Knuckleboom Loader Truck (Self-Loading) 35-45 CY	Hour	\$322.50
11	Dozer	Hour	\$212.50
12	Hydraulic Excavators, 1.5 CY	Hour	\$240.00
13	Hydraulic Excavators, 2.5 CY	Hour	\$278.50
14	Hydraulic Excavators, 3.5> CY	Hour	\$293.90
15	Tractor w/ Box Blade	Hour	\$163.00
16	Motor Grader	Hour	\$256.50
17	Crane, 30 Ton	Hour	\$377.50
18	Crane, 50 Ton	Hour	\$487.50
19	Crane, 100 Ton	Hour	\$790.00
20	Bucket Truck, Up to 50' reach	Hour	\$278.50
21	Bucket Truck, 50' to 75' reach	Hour	\$311.50
22	Trash Transfer Trailer w/ Tractor, 110 Yard	Hour	\$267.50

8f

CONTRACT #:22PSX0119

EXHIBIT B

PRICE SCHEDULE

Emergency Road Clearance Services

23	Mechanized Broom Street Sweeper	Hour	\$146.50
24	Water Truck	Hour	\$196.00
25	Service Truck	Hour	\$174.00
26	Soil Compactor	Hour	\$179.50
27	Stump Grinder	Hour	\$185.00
28	Chipper	Hour	\$245.50
29	12-Foot Tub Grinder	Hour	\$539.00
30	13-Foot Tub Grinder	Hour	\$621.50
31	14-Foot Tub Grinder	Hour	\$660.00
32	12 Ton Lowboy Trailer (Equipment Transport w/	Hour	\$152.00
33	35T Lowboy Trailer (Equipment Transport w/ Tractor)	Hour	\$196.00
34	50T Lowboy Trailer (Equipment Transport w/ Tractor)	Hour	\$240.00
35	Truck Mounted Winch Tow Truck	Hour	\$223.50
36	Log Skidder	Hour	\$234.50
37	Waste Collection Rear Loader Truck	Hour	\$267.50
38	Vacuum Truck/Jetter, 3500 Gallon	Hour	\$586.50
39	Crash Truck with Impact Attenuator	Hour	\$223.50
40	Snow Blower, Airport Grade	Day	\$19,875.00
Hauling Vehicles			
41	Dump Truck 5 to 15 CY	Hour	\$159.00
42	Dump Truck 16 to 24 CY	Hour	\$180.60
43	Dump Truck 25 to 34 CY	Hour	\$189.00
44	Dump Truck (Trailer Dump w/ Tractor) 35 to 44 CY	Hour	\$195.00
45	Dump Truck (Trailer Dump w/ Tractor) 45 to 54 CY	Hour	\$159.00
46	Dump Truck (Trailer Dump w/ Tractor) 55 to 64 CY	Hour	\$203.40
47	Dump Truck (Trailer Dump w/ Tractor) 65 to 74 CY	Hour	\$219.00
48	Dump Truck (Trailer Dump w/ Tractor) > 75 CY	Hour	\$231.00
49	Walking Floor Trailer w/ Tractor 100 CY	Hour	\$243.00
Transportation Vehicles			
50	Pickup Truck, 1/2 Ton	Hour	\$82.50
51	Pickup Truck, Extended Cab 3/4 Ton, Ext. Cab	Hour	\$111.25
52	Pickup Truck, 4x4	Hour	\$122.75
53	Pickup Truck, 1 Ton	Hour	\$128.50
54	Box Truck, 3/4 Ton	Hour	\$226.25
55	Passenger Car, Full size	Hour	\$53.75
56	20' Response Trailer	Hour	\$161.00
57	36' Response Trailer	Hour	\$218.50
58	Flatbed Trailer GWV to 450	Hour	\$82.50
Marine Clearance Resources			
59	Landing Craft 22ft	Day	\$807.02
60	Landing Craft 28ft	Day	\$979.36
Miscellaneous			
61	Traffic Control, Temp Single Lane Closure	Hour	\$223.93
62	Traffic Control, Temp Road Closure	Hour	\$455.58
63	Weighing Scales, Truck, Certified	Hour	\$84.94
64	Light Tower (Portable w/ Generator) 500 watt	Day	\$213.12
65	Light Tower (Portable w/ Generator) 1000 watt	Day	\$289.56
66	Light Tower (Portable w/ Generator) 2000 watt	Day	\$347.48
67	Light Tower (Portable w/ Generator) 4000 watt	Day	\$926.60

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CONTRACT #:22PSX0119
EXHIBIT B
PRICE SCHEDULE
DMS and Aggregation Site Rates

- I. Pursuant to Exhibit A. Description of Deliverables, Contractor shall provide the Deliverables per the price schedule.
- II. Contractor shall be responsible for all equipment, materials and supplies and any other ancillary costs used in the provision of the Services.
- III. Contract Price Schedule:

Item	Description	Rate
1	DMS: Rate inclusive of all phases of Contractor Performance as directed by the Client Agency including but not limited to; Site preparation, management, debris reduction, tower equipment, security, staffing, lighting, and restoration back to pre-use condition as approved by the Client Agency.	\$ 5.75 per cubic yard
2	Vehicle and Vessel Reduction: Rate inclusive of all phases of Contractor Performance as directed by the Client Agency including but not limited to; Site preparation, management, staging, fuel/lubricant removal and disposal, cataloging of vessel/vehicle, reduction, loading into trucks to transport from a vehicle and/or vessel aggregation Site to a final disposal and/or recycling facility, security, staffing, lighting, and restoration back to pre-use condition as approved by the Client Agency.	2.1 Decommission of Hazardous Waste: \$36.50 per lb. 2.2 Reduction of Titled Property: \$1,175.00 each vehicle or vessel

Contract 22PSX0119 Exhibit B Price Schedule Hauling Rates

Contractor rates provided below shall be inclusive of all equipment, labor, materials and supplies and any other ancillary costs used in the provision of the Services.

Contractor please note : Unit Price - Cubic Yard (CY) based on eligible debris listed on load tickets.

Contractor please note : Unit Price - Ton based on actual weight measurements of eligible debris listed on load tickets.

SECTION 1.0

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	Contractor Rates
1	Operator: Demolition of Structures	Both CY and Ton per mileage intervals	From public and private property.	0-15.99 miles	\$ 22.00 /cy
				16-30.99 miles	\$ 27.00 /cy
				31-60.99 miles	\$ 40.00 /cy
				61-120.99 miles	\$ 50.00 /cy
				121-220.99 miles	\$ 70.00 /cy
				221-320.99 miles	\$ 85.00 /cy
				321-420.99 miles	\$ 105.00 /cy
				> 421 miles	\$ 125.00 /cy
				0-15.99 miles	\$ 17.00 /cy
				16-30.99 miles	\$ 23.00 /cy
31-60.99 miles	\$ 29.00 /cy				
61-120.99 miles	\$ 40.00 /cy				
121-220.99 miles	\$ 60.00 /cy				
221-320.99 miles	\$ 75.00 /cy				
321-420.99 miles	\$ 90.00 /cy				
> 421 miles	\$ 100.00 /cy				
2	Operator: Uncontaminated Green Water/Vegetative Debris	CY per mileage intervals	From ROW	0-15.99 miles	\$ 7.00 /cy
				16-30.99 miles	\$ 9.00 /cy
				31-60.99 miles	\$ 11.00 /cy
				61-120.99 miles	\$ 17.00 /cy
				121-220.99 miles	\$ 25.00 /cy
				221-320.99 miles	\$ 30.00 /cy
321-420.99 miles	\$ 35.00 /cy				
> 421 miles	\$ 45.00 /cy				
3	Operator: Removal of Hazardous Limbs (Hangers)	Each Tree	In ROW	N/A	\$ 175.00 /each
				N/A	\$ 175.00 /each

SECTION 2.0

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	Contractor Rates
1	Operator: Removal of Hazardous Trees (standing trunks)	Each	In ROW	6"-12" diameter at breast height (DBH)	\$ 150.00 /each
				> 12"-24" DBH	\$ 295.00 /each
				> 24.1"-48" DBH	\$ 475.00 /each
				> 48.1" and greater DBH	\$ 1,000.00 /each
2	Operator: Removal of Fallen Trees (cutting and transport, unless backfilled)	Each	In ROW	N/A	\$ 400.00 /each
				N/A	\$ 400.00 /each
3	Operator: Non-suburban Containing C&D	Both CY and Tons per mileage intervals	From ROW	0-15.99 miles	\$ 17.00 /cy
				16-30.99 miles	\$ 23.00 /cy
				31-60.99 miles	\$ 29.00 /cy
				61-120.99 miles	\$ 40.00 /cy
				121-220.99 miles	\$ 60.00 /cy
				221-320.99 miles	\$ 75.00 /cy
321-420.99 miles	\$ 90.00 /cy				
> 421 miles	\$ 100.00 /cy				
4	Operator: Removal of Hazardous Limbs (Hangers)	Each Tree	In ROW	N/A	\$ 175.00 /each
				N/A	\$ 175.00 /each

SECTION 3.0	ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	Contractor Rates	
		Operator: Asbestos Containing C&D	Both CY and Ton per mileage intervals	From ROW			
					0-15.99 miles	\$ 17.00 /cy	\$ 85.00 /ton
					16-30.99 miles	\$ 27.00 /cy	\$ 120.00 /ton
					31-60.99 miles	\$ 33.00 /cy	\$ 150.00 /ton
					61-120.99 miles	\$ 44.00 /cy	\$ 175.00 /ton
					121-220.99 miles	\$ 64.00 /cy	\$ 240.00 /ton
					221-320.99 miles	\$ 79.00 /cy	\$ 350.00 /ton
					321-420.99 miles	\$ 94.00 /cy	\$ 425.00 /ton
					> 421 miles	\$ 104.00 /cy	\$ 500.00 /ton
				From DMS	0-15.99 miles	\$ 17.00 /cy	\$ 130.00 /ton
					16-30.99 miles	\$ 23.00 /cy	\$ 155.00 /ton
					31-60.99 miles	\$ 29.00 /cy	\$ 170.00 /ton
					61-120.99 miles	\$ 35.00 /cy	\$ 195.00 /ton
					121-220.99 miles	\$ 45.00 /cy	\$ 235.00 /ton
					221-320.99 miles	\$ 60.00 /cy	\$ 275.00 /ton
					321-420.99 miles	\$ 70.00 /cy	\$ 325.00 /ton
					> 421 miles	\$ 100.00 /cy	\$ 425.00 /ton
		Operator: Electronic Waste	Ton per mileage intervals	From ROW	0-15.99 miles	\$ 950.00 /ton	\$ 150.00 /ton
					16-30.99 miles	\$ 1007.00 /ton	\$ 195.00 /ton
					31-60.99 miles	\$ 1067.00 /ton	\$ 240.00 /ton
					61-120.99 miles	\$ 1131.00 /ton	\$ 275.00 /ton
					121-220.99 miles	\$ 1199.00 /ton	\$ 325.00 /ton
					221-320.99 miles	\$ 1271.00 /ton	\$ 375.00 /ton
					321-420.99 miles	\$ 1347.00 /ton	\$ 425.00 /ton
					> 421 miles	\$ 1428.00 /ton	\$ 475.00 /ton
				From DMS	0-15.99 miles	\$ 132.00 /ton	\$ 130.00 /ton
					16-30.99 miles	\$ 140.00 /ton	\$ 155.00 /ton
					31-60.99 miles	\$ 146.00 /ton	\$ 170.00 /ton
					61-120.99 miles	\$ 156.00 /ton	\$ 195.00 /ton
					121-220.99 miles	\$ 166.00 /ton	\$ 235.00 /ton
					221-320.99 miles	\$ 177.00 /ton	\$ 275.00 /ton
					321-420.99 miles	\$ 190.00 /ton	\$ 325.00 /ton
					> 421 miles	\$ 206.00 /ton	\$ 425.00 /ton

SECTION 4.0	ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	Contractor Rates	
		Operator: Household Hazardous Waste Handling and Disposal (HHW)	55 gallon drum per mileage intervals	From ROW			
					0-15.99 miles	\$ 300.00 /55 gallon drum	\$ 107.00 /ton
					16-30.99 miles	\$ 400.00 /55 gallon drum	\$ 150.00 /ton
					31-60.99 miles	\$ 485.00 /55 gallon drum	\$ 225.00 /ton
					61-120.99 miles	\$ 575.00 /55 gallon drum	\$ 275.00 /ton
					121-220.99 miles	\$ 675.00 /55 gallon drum	\$ 375.00 /ton
					221-320.99 miles	\$ 795.00 /55 gallon drum	\$ 450.00 /ton
					321-420.99 miles	\$ 905.00 /55 gallon drum	\$ 500.00 /ton
					> 421 miles	\$ 995.00 /55 gallon drum	\$ 550.00 /ton
				From DMS	0-15.99 miles	\$ 300.00 /55 gallon drum	\$ 107.00 /ton
					16-30.99 miles	\$ 400.00 /55 gallon drum	\$ 150.00 /ton
					31-60.99 miles	\$ 485.00 /55 gallon drum	\$ 225.00 /ton
					61-120.99 miles	\$ 575.00 /55 gallon drum	\$ 275.00 /ton
					121-220.99 miles	\$ 675.00 /55 gallon drum	\$ 375.00 /ton
					221-320.99 miles	\$ 795.00 /55 gallon drum	\$ 450.00 /ton
					321-420.99 miles	\$ 905.00 /55 gallon drum	\$ 500.00 /ton
					> 421 miles	\$ 995.00 /55 gallon drum	\$ 550.00 /ton
		Operator: Putrescent MSW	Both CY and Ton per mileage intervals	From ROW			
					0-15.99 miles	\$ 22.00 /cy	\$ 107.00 /ton
					16-30.99 miles	\$ 30.00 /cy	\$ 150.00 /ton
					31-60.99 miles	\$ 45.00 /cy	\$ 225.00 /ton
					61-120.99 miles	\$ 55.00 /cy	\$ 275.00 /ton
					121-220.99 miles	\$ 75.00 /cy	\$ 375.00 /ton
					221-320.99 miles	\$ 90.00 /cy	\$ 450.00 /ton
					321-420.99 miles	\$ 100.00 /cy	\$ 500.00 /ton

SECTION 5.0	ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	CONTRACTOR RATES
		From DMS				
		> 421 miles	Each			\$ 650.00 / Non
		0-15.99 miles	Each			\$ 70.00 / Non
		16-30.99 miles	Each			\$ 82.00 / Non
		31-60.99 miles	Each			\$ 120.00 / Non
		61-120.99 miles	Each			\$ 170.00 / Non
		121-220.99 miles	Each			\$ 240.00 / Non
		221-320.99 miles	Each			\$ 300.00 / Non
		321-420.99 miles	Each			\$ 350.00 / Non
		> 421 miles	Each			\$ 510.00 / Non

SECTION 5.0	ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	CONTRACTOR RATES
5		Operations: Collection and Final Recycling / Disposal of White Goods	Each per mileage intervals	From ROW		
		0-15.99 miles	Each			\$ 20.00
		16-30.99 miles	Each			\$ 60.00
		31-60.99 miles	Each			\$ 75.00
		61-120.99 miles	Each			\$ 90.00
		121-220.99 miles	Each			\$ 95.00
		221-320.99 miles	Each			\$ 115.00
		321-420.99 miles	Each			\$ 135.00
		> 421 miles	Each			\$ 160.00
		From DMS				
		0-15.99 miles	Each			\$ 40.00
		16-30.99 miles	Each			\$ 55.00
		31-60.99 miles	Each			\$ 65.00
		61-120.99 miles	Each			\$ 80.00
		121-220.99 miles	Each			\$ 95.00
		221-320.99 miles	Each			\$ 110.00
		321-420.99 miles	Each			\$ 125.00
		> 421 miles	Each			\$ 140.00
		N/A				\$ 65.00

SECTION 6.0	ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	CONTRACTOR RATES
6		Operations: Removal and Disposal of From White Goods	Each	AI DMS		
		0-15.99 miles	Each			\$ 17.00
		16-30.99 miles	Each			\$ 23.00
		31-60.99 miles	Each			\$ 29.00
		61-120.99 miles	Each			\$ 40.00
		121-220.99 miles	Each			\$ 60.00
		221-320.99 miles	Each			\$ 75.00
		321-420.99 miles	Each			\$ 90.00
		> 421 miles	Each			\$ 100.00
		From DMS				
		0-15.99 miles	Each			\$ 8.00
		16-30.99 miles	Each			\$ 10.00
		31-60.99 miles	Each			\$ 12.00
		61-120.99 miles	Each			\$ 18.00
		121-220.99 miles	Each			\$ 26.00
		221-320.99 miles	Each			\$ 30.00
		321-420.99 miles	Each			\$ 35.00
		> 421 miles	Each			\$ 55.00

SECTION 6.0	ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	CONTRACTOR RATES
7		Operations: Aggregate-Clean	Both CY and Ton per mileage intervals	From ROW		
		0-15.99 miles	Each			\$ 105.00
		16-30.99 miles	Each			\$ 130.00
		31-60.99 miles	Each			\$ 145.00
		61-120.99 miles	Each			\$ 210.00
		121-220.99 miles	Each			\$ 275.00
		221-320.99 miles	Each			\$ 340.00
		321-420.99 miles	Each			\$ 435.00
		> 421 miles	Each			\$ 475.00
		From DMS				
		0-15.99 miles	Each			\$ 50.00
		16-30.99 miles	Each			\$ 62.00
		31-60.99 miles	Each			\$ 75.00
		61-120.99 miles	Each			\$ 110.00
		121-220.99 miles	Each			\$ 160.00
		221-320.99 miles	Each			\$ 185.00
		321-420.99 miles	Each			\$ 216.00
		> 421 miles	Each			\$ 335.00

SECTION 6.0	ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	CONTRACTOR RATES
1		Operations: Aggregate-Contaminated	Both CY and Ton per mileage intervals	From ROW		
		0-15.99 miles	Each			\$ 120.00
		16-30.99 miles	Each			\$ 150.00
		31-60.99 miles	Each			\$ 225.00
		61-120.99 miles	Each			\$ 275.00
		121-220.99 miles	Each			\$ 375.00
		221-320.99 miles	Each			\$ 450.00
		321-420.99 miles	Each			\$ 550.00
		> 421 miles	Each			\$ 650.00
		From DMS				
		0-15.99 miles	Each			\$ 8.00
		16-30.99 miles	Each			\$ 10.00
		31-60.99 miles	Each			\$ 12.00
		61-120.99 miles	Each			\$ 18.00
		121-220.99 miles	Each			\$ 26.00
		221-320.99 miles	Each			\$ 30.00
		321-420.99 miles	Each			\$ 35.00
		> 421 miles	Each			\$ 55.00

8f

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	CONTRACTOR RATES
2	Operations: Animal Carcasses	Collection/loading costs and transportation costs are based on tons per "fully loaded mile" per mileage interval	From ROW to final disposal	> 421 miles 0-15.99 miles	\$ 55.00 /ton \$ 150.00 /ton
				16-30.99 miles 31-40.99 miles 61-120.99 miles 121-220.99 miles 221-320.99 miles 321-420.99 miles > 421 miles	\$ 200.00 /ton \$ 250.00 /ton \$ 300.00 /ton \$ 350.00 /ton \$ 425.00 /ton \$ 475.00 /ton \$ 550.00 /ton

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	CONTRACTOR RATES
1	Operations: Soil, Silt, Sediment and Sand - Uncontaminated	Both CY and Tons per mileage intervals	From ROW	0-15.99 miles	\$ 17.00 /ton \$ 23.00 /ton \$ 29.00 /ton \$ 40.00 /ton \$ 60.00 /ton \$ 75.00 /ton \$ 90.00 /ton \$ 100.00 /ton
			From DMS	0-15.99 miles 16-30.99 miles 31-40.99 miles 61-120.99 miles 121-220.99 miles 221-320.99 miles 321-420.99 miles > 421 miles	\$ 8.00 /ton \$ 10.00 /ton \$ 12.00 /ton \$ 18.00 /ton \$ 26.00 /ton \$ 30.00 /ton \$ 35.00 /ton \$ 55.00 /ton
2	Operations: Soil, Silt, Sediment and Sand - Contaminated	Both CY and Tons per mileage intervals	From ROW	0-15.99 miles	\$ 24.00 /ton \$ 30.00 /ton \$ 45.00 /ton \$ 55.00 /ton \$ 75.00 /ton \$ 90.00 /ton \$ 100.00 /ton \$ 130.00 /ton
			From DMS	0-15.99 miles 16-30.99 miles 31-40.99 miles 61-120.99 miles 121-220.99 miles 221-320.99 miles 321-420.99 miles > 421 miles	\$ 8.00 /ton \$ 10.00 /ton \$ 12.00 /ton \$ 18.00 /ton \$ 26.00 /ton \$ 30.00 /ton \$ 35.00 /ton \$ 55.00 /ton

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	CONTRACTOR RATES
1	Operations: Contaminated Sand bags	Both CY and Tons per mileage intervals	From ROW	0-15.99 miles	\$ 24.00 /ton \$ 30.00 /ton \$ 45.00 /ton \$ 55.00 /ton \$ 75.00 /ton \$ 90.00 /ton \$ 100.00 /ton \$ 130.00 /ton
			From DMS	0-15.99 miles 16-30.99 miles 31-40.99 miles 61-120.99 miles 121-220.99 miles 221-320.99 miles 321-420.99 miles > 421 miles	\$ 8.00 /ton \$ 10.00 /ton \$ 12.00 /ton \$ 18.00 /ton \$ 26.00 /ton \$ 30.00 /ton \$ 35.00 /ton \$ 55.00 /ton

88

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	CONTRACTOR RATES
2	Operations: Hazardous Waste Handling and Disposal	55 gallon drum per mileage intervals	From ROW	> 421 miles 0-15.99 miles 16-30.99 miles 31-60.99 miles 61-120.99 miles 121-220.99 miles 221-320.99 miles 321-420.99 miles > 421 miles	\$ 55.00 /cy \$ 360.00 /55 gallon drum \$ 443.00 /55 gallon drum \$ 540.00 /55 gallon drum \$ 638.00 /55 gallon drum \$ 750.00 /55 gallon drum \$ 863.00 /55 gallon drum \$ 975.00 /55 gallon drum \$ 1125.00 /55 gallon drum \$ 300.00 /55 gallon drum \$ 375.00 /55 gallon drum \$ 488.00 /55 gallon drum \$ 590.00 /55 gallon drum \$ 668.00 /55 gallon drum \$ 743.00 /55 gallon drum \$ 818.00 /55 gallon drum \$ 908.00 /55 gallon drum

SECTION 9.0

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	CONTRACTOR RATES
1	Operations: Scrap metal	Both CY or Tons per mileage intervals	From ROW	0-15.99 miles 16-30.99 miles 31-60.99 miles 61-120.99 miles 121-220.99 miles 221-320.99 miles 321-420.99 miles > 421 miles	\$ 17.00 /cy \$ 23.00 /cy \$ 29.00 /cy \$ 40.00 /cy \$ 60.00 /cy \$ 75.00 /cy \$ 90.00 /cy \$ 100.00 /cy \$ 7.00 /cy \$ 9.00 /cy \$ 11.00 /cy \$ 17.00 /cy \$ 25.00 /cy \$ 30.00 /cy \$ 35.00 /cy \$ 55.00 /cy

SECTION 10.0

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	CONTRACTOR RATES
1	Operations: Removal of Sluy, Abandoned, and/or Sunked Vessels from Waterway and Transport to Aggregation Site	Each vessel/size (Recreational boats - sail boats and power boat; range in size from approximately 12' to 43') per mileage interval	From Waterway	0-15.99 miles 16-30.99 miles 31-60.99 miles 61-120.99 miles	\$ 4,004.00 each \$ 6,006.00 each \$ 9,249.68 each \$ 13,650.00 each \$ 4,603.04 each \$ 6,907.12 each \$ 10,616.56 each \$ 14,837.50 each \$ 1,294.96 each \$ 1,942.88 each \$ 2,917.00 each \$ 4,376.13 each \$ 6,089.60 each \$ 9,134.40 each \$ 14,066.80 each \$ 21,377.83 each \$ 7,003.04 each \$ 10,504.56 each \$ 16,177.04 each

88

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	Contractor Rates
	Operations: Recovery of Land Based Stry	Each vessel/size (Recreational boats - sail boats and power boats; range in size from approximately 12' to 43') per mileage intervals	From ROW	0-15.99 miles	
				< 20 feet	\$1,950.00 each
				20 to 25 feet	\$3,088.00 each
				25 to 30 feet	\$4,290.00 each
				> 30 feet	\$6,825.00 each
				16-30.99 miles	
				< 20 feet	\$2,243.00 each
				20 to 25 feet	\$3,551.00 each
				25 to 30 feet	\$4,934.00 each
				> 30 feet	\$7,849.00 each
				31-60.99 miles	
				< 20 feet	\$2,578.00 each
				20 to 25 feet	\$4,083.00 each
				25 to 30 feet	\$5,674.00 each
				> 30 feet	\$9,026.00 each
				61-120.99 miles	
				< 20 feet	\$2,566.00 each
				20 to 25 feet	\$4,696.00 each
				25 to 30 feet	\$6,525.00 each
				> 30 feet	\$10,380.00 each
				121-220.99 miles	
				< 20 feet	\$3,411.00 each
				20 to 25 feet	\$5,400.00 each
				25 to 30 feet	\$7,503.00 each
				> 30 feet	\$11,937.00 each
				221-320.99 miles	
				< 20 feet	\$3,922.00 each
				20 to 25 feet	\$6,210.00 each
				25 to 30 feet	\$8,629.00 each
				> 30 feet	\$13,728.00 each
				321-420.99 miles	
				< 20 feet	\$4,510.00 each
				20 to 25 feet	\$7,142.00 each
				25 to 30 feet	\$9,823.00 each
				> 30 feet	\$15,787.00 each
				> 421 miles	
				< 20 feet	\$5,174.07 each
				20 to 25 feet	\$8,193.60 each
				25 to 30 feet	\$11,382.96 each
				> 30 feet	\$18,109.25 each
			From Aggregation Point		
				0-15.99 miles	
				< 20 feet	\$1,950.00 each
				20 to 25 feet	\$3,088.00 each
				25 to 30 feet	\$4,290.00 each

Note: All vessels > 30 feet are priced at completing the task order for vessel up to 50 feet in length plus mileage hauling vessel lengths greater than 50 feet will be at indicated price plus an additional cost of \$550 per linear foot.

ITEM	DESCRIPTION	UNITS	ORIGINATION POINT	MEASURE	Contractor Rates	
					each	/cy
16-30.99 miles	Operations: Municipal Utilities and Non-Utility Entities (Private)	> 30 feet	Public and Private Property	> 30 feet	\$6,835.00	each
< 20 feet		\$2,243.00		each		
20 to 25 feet		\$3,551.00		each		
25 to 30 feet		\$4,934.00		each		
31-60.99 miles	Operations: Wrecker Services for Stray and Abandoned Vehicle (Towing)	> 30 feet	From ROW	> 30 feet	\$7,849.00	each
< 20 feet		\$2,579.00		each		
20 to 25 feet		\$4,083.00		each		
25 to 30 feet		\$5,674.00		each		
61-120.99 miles	Operations: Wrecker Services for Stray and Abandoned Vehicle (Towing)	> 30 feet	From Aggregation Sites	> 30 feet	\$9,036.00	each
< 20 feet		\$2,966.00		each		
20 to 25 feet		\$4,696.00		each		
25 to 30 feet		\$6,525.00		each		
121-220.99 miles	Operations: Wrecker Services for Stray and Abandoned Vehicle (Towing)	> 30 feet	From Aggregation Sites	> 30 feet	\$10,380.00	each
< 20 feet		\$3,411.00		each		
20 to 25 feet		\$5,400.00		each		
25 to 30 feet		\$7,503.00		each		
221-320.99 miles	Operations: Wrecker Services for Stray and Abandoned Vehicle (Towing)	> 30 feet	From Aggregation Sites	> 30 feet	\$11,937.00	each
< 30 feet		\$3,922.00		each		
20 to 25 feet		\$6,210.00		each		
25 to 30 feet		\$8,627.00		each		
321-420.99 miles	Operations: Wrecker Services for Stray and Abandoned Vehicle (Towing)	> 30 feet	From Aggregation Sites	> 30 feet	\$13,728.00	each
< 20 feet		\$4,510.00		each		
20 to 25 feet		\$7,142.00		each		
25 to 30 feet		\$9,923.00		each		
> 421 miles	Operations: Wrecker Services for Stray and Abandoned Vehicle (Towing)	< 20 feet	From Aggregation Sites	< 20 feet	\$5,174.07	each
20 to 25 feet		\$8,193.60		each		
25 to 30 feet		\$11,382.96		each		
> 30 feet		\$18,109.25		each		
0-15.99 miles	Operations: Wrecker Services for Stray and Abandoned Vehicle (Towing)	0-15.99 miles	From Aggregation Sites	0-15.99 miles	\$ 17.00	/cy
16-30.99 miles		16-30.99 miles		\$ 23.00	/cy	
31-60.99 miles		31-60.99 miles		\$ 29.00	/cy	
61-120.99 miles		61-120.99 miles		\$ 40.00	/cy	
121-220.99 miles		121-220.99 miles		\$ 60.00	/cy	
221-320.99 miles		221-320.99 miles		\$ 75.00	/cy	
321-420.99 miles		321-420.99 miles		\$ 90.00	/cy	
> 421 miles		> 421 miles		\$ 100.00	/cy	
0-15.99 miles		0-15.99 miles		\$ 265.00	/each	
16-30.99 miles		16-30.99 miles		\$ 345.00	/each	
31-60.99 miles		31-60.99 miles		\$ 424.00	/each	
61-120.99 miles		61-120.99 miles		\$ 504.00	/each	
121-220.99 miles		121-220.99 miles		\$ 583.00	/each	
221-320.99 miles	221-320.99 miles	\$ 663.00	/each			
321-420.99 miles	321-420.99 miles	\$ 767.00	/each			
> 421 miles	> 421 miles	\$ 875.00	/each			
0-15.99 miles	0-15.99 miles	\$ 265.00	/each			
16-30.99 miles	16-30.99 miles	\$ 345.00	/each			
31-60.99 miles	31-60.99 miles	\$ 424.00	/each			
61-120.99 miles	61-120.99 miles	\$ 504.00	/each			
121-220.99 miles	121-220.99 miles	\$ 583.00	/each			
221-320.99 miles	221-320.99 miles	\$ 663.00	/each			
321-420.99 miles	321-420.99 miles	\$ 767.00	/each			
> 421 miles	> 421 miles	\$ 875.00	/each			



**FFY 2023 STATE HOMELAND SECURITY GRANT
PROGRAM Region 2 MEMORANDUM OF AGREEMENT**



Data Sheet

Step 1- Fill out this datasheet form to auto populate MOA document in this PDF file.

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

Step 2- After populating the document, obtain the correct signatures as outlined by the completion checklist on the following page. Digital and /or scanned signatures can be used, no hardcopy/original signatures are required.

Town Information:



Person Completing Document:	ANTHONY FABRIZI
Municipality Name:	CITY OF MILFORD
Town CEO Name:	ANTHONY S. GIANNATTASIO
Town CEO Title (ie. Mayor):	MAYOR

***Municipality Name - Municipalities can enter the name as either the long or short name, for example: enter name as either "New Haven" or "City of New Haven"**

Point of Contact Information:



POC Name & Title:	ANTHONY FABRIZI EMD/FIRE CHIEF
Address:	72 NEW HAVEN AVE
Email:	AFABRIZI@MILFORDCT.GOV
Phone:	203-874-6321
Fax:	203-783-3744

**RESOLUTION RE: GRANT APPLICATION FOR CONNECTICUT
DEPARTMENT OF AGRICULTURE**

WHEREAS, there are grant funds available from the Connecticut Department of Agriculture and have approved the City of Milford Community Garden Enhancements grant application in the amount of \$5,000; and

WHEREAS, funds are currently needed in the amount of \$5,000 to conduct infrastructure improvements to the Community Garden including tree work, fence repairs, and hiring a master gardener to assist members and provide technical assistance.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Milford enter into contracts with the CT Department of Agriculture:

1. In furtherance of this resolution, the Mayor is duly authorized to enter into and sign said contracts on behalf of the City of Milford.
2. The Mayor is further authorized to provide such additional information and execute such other documents as may be required by the state or federal government in connection with said contracts and to execute any amendments, rescissions, and revisions thereto. The Mayor is authorized to impress the seal of the City of Milford on any such document, amendment, rescission, or revision.
3. I, Anthony S. Giannattasio, Mayor of the City of Milford do hereby certify this to be a true copy of the resolution duly adopted at the Board of Aldermen meeting, on Monday, May 6, 2024, and that it has not been rescinded, amended, or altered in any way, **and that it remains in full force and effect.**

Anthony S. Giannattasio, Mayor

Date

8h

**RESOLUTION RE: CASH ADVANCE FOR
GRANT APPLICATION FOR CONNECTICUT DEPARTMENT OF
AGRICULTURE**

WHEREAS, the Connecticut Department of Agriculture and have approved the City of Milford Community Garden Enhancements grant application in the amount of \$5,000; and

WHEREAS, funds are currently needed in the amount of \$5,000 to conduct infrastructure improvements to the Community Garden including tree work, fence repairs, and hiring a master gardener to assist members and provide technical assistance; and

WHEREAS, it is desirable that cash in the said amount be advanced from the General Fund in anticipation of receipt of the State of Connecticut Department of Agricultural Enhancement Grant funding.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Milford as follows:

1. That the Finance Director be authorized to advance from the General Fund a sum not to exceed \$5,000 to fund the expenditures for the related costs of the aforementioned enhancements in the City of Milford Community Gardens.
2. Repayment to the General Fund shall be made immediately upon receipt of the State of Connecticut Department of Agriculture Agricultural Enhancement Grant funding.

City of Milford

City Hall, 110 River Street, Milford, CT 06460

Phone 203 783 3201, Fax 203 783 3329

Website www.ci.milford.ct.us

E-mail mayor@milfordct.gov

Memorandum

To: Board of Finance
From: Anthony S. Giannattasio, Mayor
Date: April 24, 2024
Re: Budget Memo Transfers



I hereby recommend approval of Budget Memo Transfers #9 and #10, Funds 1005 & 2812, FY24. Meeting to take place on Monday, April 29, 2024, via Zoom.

Virtual / Telephonic Meeting
Dial-in Number: 1 929 205 6099
Conference ID: 922 3629 8871
Password: 407551

OR

Computer Access

<https://us02web.zoom.us/j/92236298871?pwd=THISQWdXRFpQSzgzUE9KVktYM1pnUT09>

Password: 407551

Rms/lmm
 cc: City Clerk
 Press

**CITY OF MILFORD, CONNECTICUT
GENERAL FUND
TRANSFERS 9 & 10
FISCAL YEAR 2023/2024
JUSTIFICATIONS**

1. To fund costs associated with repairs to Solid Waste refuse truck.
2. To fund Unifirst invoices through the remainder of fiscal year.
3. To fund Wastewater Boom Truck price increase.



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

RECEIVED

APR 23 2024

MILFORD CITY CLERK

11 a.

To: Board of Aldermen

From: Cory Gumbrewicz
Tax Collector

Date: Monday, May 6, 2024

Re: Refunds

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

The Total Refunds for the May 6, 2024, meeting is \$77,039.06. 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
 Edit Daily Cash register report for Batch - 25593
 Detail Report in Sequential Order
 Interest Date 5/06/2024 Receipt Date 5/06/2024

<u>Seq</u>	<u>List</u>	<u>Year</u>	<u>TY</u>	<u>Name</u>	<u>Principal Paid</u>	<u>Interest Paid</u>	<u>Lien Paid</u>	<u>Fee/Bond Paid</u>	<u>Total Paid Due</u>	<u>Balance Due</u>
1	8593	2022	U	ACORDA MARCELINO B & REFUND	-170.46	0.00	0.00	0.00	-170.46	0.00
				Check: -170.46						
				REF ACORDA PAULINE						
Total Bills: -170.46					Total Recv'd: -170.46		Change Due: 0.00			
2	13025	2022	R	ALBANY ROAD COMMERCE PARK LLC REFUND	-5,533.35	0.00	0.00	0.00	-5,533.35	0.00
				Check: -5,533.35						
				REF ALBANY ROAD						
Total Bills: -5,533.35					Total Recv'd: -5,533.35		Change Due: 0.00			
3	644994	2022	M	VAULT TRUST REFUND	-92.64	0.00	0.00	0.00	-92.64	0.00
				Check: -92.64						
				REF ALLY FINANCIAL						
Total Bills: -92.64					Total Recv'd: -92.64		Change Due: 0.00			
4	21052	2022	U	ANDERSON KATHLEEN M REFUND	-170.46	0.00	0.00	0.00	-170.46	0.00
				Check: -170.46						
				REF ANDERSON K						
Total Bills: -170.46					Total Recv'd: -170.46		Change Due: 0.00			
5	11516	2022	U	BERGLASS STEVEN TRUSTEE OF THE REFUND	-7.00	0.00	0.00	0.00	-7.00	0.00
				Check: -7.00						
				REF BERGLASS STEVEN						
Total Bills: -7.00					Total Recv'd: -7.00		Change Due: 0.00			
6	603440	2022	M	BERLINGO ROBERT JR REFUND	-60.86	0.00	0.00	0.00	-60.86	0.00
				Check: -60.86						
				REF BERLINGO RBT JR						
Total Bills: -60.86					Total Recv'd: -60.86		Change Due: 0.00			
7	603771	2022	M	BJORKLUND CHRISTOPHER J REFUND	-15.49	0.00	0.00	0.00	-15.49	0.00
				Check: -15.49						
				REF BJORKLUND CHRIS						
Total Bills: -15.49					Total Recv'd: -15.49		Change Due: 0.00			
8	603770	2022	M	BJORKLUND CHRISTOPHER J REFUND	-13.56	0.00	0.00	0.00	-13.56	0.00
				Check: -13.56						
				REF BJORKLUND CHRIS						
Total Bills: -13.56					Total Recv'd: -13.56		Change Due: 0.00			

City of Milford
 Edit Daily Cash register report for Batch - 25593
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 Interest Date 5/06/2024 Receipt Date 5/06/2024

List	Year	TY	Name	Principal Paid	Interest Paid	Lien Paid	Fee/Bond Paid	Total Paid Due	Balance Due	
20273	2022	R	BRANIFF GRACE M	-170.46	0.00	0.00	0.00	-170.46	0.00	
REFUND										
			Check:	-170.46						
REF BRANIFF GRACE										
Total Bills:				-170.46	Total Recv'd:		-170.46	Change Due:		0.00
8323	2022	U	BROWN DIANE	-170.46	0.00	0.00	0.00	-170.46	0.00	
REFUND										
			Check:	-170.46						
REF BROWN DIANE										
Total Bills:				-170.46	Total Recv'd:		-170.46	Change Due:		0.00
604997	2022	M	BROWN DOUGLAS R	-62.26	0.00	0.00	0.00	-62.26	0.00	
REFUND										
			Check:	-62.26						
REF BROWN DOUGLAS										
Total Bills:				-62.26	Total Recv'd:		-62.26	Change Due:		0.00
201096	2022	S	CCAP AUTO LEASE LTD	-162.69	0.00	0.00	0.00	-162.69	0.00	
REFUND										
			Check:	-162.69						
REF CCAP										
606863	2022	M	CCAP AUTO LEASE LTD	-208.98	0.00	0.00	0.00	-208.98	0.00	
REFUND										
			Check:	-208.98						
REF CCAP										
607073	2022	M	CCAP AUTO LEASE LTD	-223.54	0.00	0.00	0.00	-223.54	0.00	
REFUND										
			Check:	-223.54						
REF CCAP										
607104	2022	M	CCAP AUTO LEASE LTD	-262.46	0.00	0.00	0.00	-262.46	0.00	
REFUND										
			Check:	-262.46						
REF CCAP										
Total Bills:				-857.67	Total Recv'd:		-857.67	Change Due:		0.00
606352	2022	M	CARNEY SHAILEEN E	-101.88	-7.64 *	0.00	0.00	-109.52	0.00	
REFUND										
			Check:	-109.52						
REF CARNEY SHAILEEN										
Total Bills:				-109.52	Total Recv'd:		-109.52	Change Due:		0.00
608054	2022	M	CLEARY PATRICIA	-296.44	0.00	0.00	0.00	-296.44	0.00	
REFUND										
			Check:	-296.44						
REF CLEARY PATRICIA										
Total Bills:				-296.44	Total Recv'd:		-296.44	Change Due:		0.00

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>
19	608479	2022	M	COLONIAL MOTORS INC REFUND	-244.53	0.00	0.00	0.00	-244.53	0.00
				Check: -244.53						
				REF COLONIAL MOTORS						
20	608503	2022	M	COLONIAL MOTORS INC REFUND	-40.22	0.00	0.00	0.00	-40.22	0.00
				Check: -40.22						
				REF COLONIAL MOTORS						
21	608521	2022	M	COLONIAL MOTORS INC. REFUND	-49.02	0.00	0.00	0.00	-49.02	0.00
				Check: -49.02						
				REF COLONIAL MOTORS						
				Total Bills: -333.77	Total Recv'd: -333.77	Change Due: 0.00				
22	16162	2022	U	DOMINGUE GREGORY REFUND	-28.23	0.00	0.00	0.00	-28.23	0.00
				Check: -28.23						
				REF CORELOGIC						
				Total Bills: -28.23	Total Recv'd: -28.23	Change Due: 0.00				
23	610010	2022	M	DAIMLER TRUST REFUND	-796.34	0.00	0.00	0.00	-796.34	0.00
				Check: -796.34						
				REF DAIMLER TRUST						
24	610015	2022	M	DAIMLER TRUST REFUND	-479.14	0.00	0.00	0.00	-479.14	0.00
				Check: -479.14						
				REF DAIMLER TRUST						
				Total Bills: -1,275.48	Total Recv'd: -1,275.48	Change Due: 0.00				
25	609990	2022	M	DAHR JAMES E 4TH REFUND	-163.15	0.00	0.00	0.00	-163.15	0.00
				Check: -163.15						
				REF DAHR JAMES 4TH						
				Total Bills: -163.15	Total Recv'd: -163.15	Change Due: 0.00				
26	201611	2022	S	DAIMLER TRUST REFUND	-179.59	0.00	0.00	0.00	-179.59	0.00
				Check: -179.59						
				REF DAIMLER TRUST						
				Total Bills: -179.59	Total Recv'd: -179.59	Change Due: 0.00				
27	24050	2022	U	EMMONS KIMBERLY J REFUND	-170.46	0.00	0.00	0.00	-170.46	0.00
				Check: -170.46						
				REF EMMONS KIMBERLY						
				Total Bills: -170.46	Total Recv'd: -170.46	Change Due: 0.00				

City of Milford
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List	Year	TY	Name	Principal Paid	Interest Paid	Lien Paid	Fee/Bond Paid	Total Paid Due	Balance Due
9045	2022	R	HOPKINS FREDERICK J	-3,192.74	0.00	0.00	0.00	-3,192.74	0.00
REFUND									
Check: -3,192.74									
REF LERETA									
Total Bills: -3,192.74 Total Recv'd: -3,192.74 Change Due: 0.00									
8712	2022	R	FERRARO THOMAS J & DANIELLE &	-4,065.85	0.00	0.00	0.00	-4,065.85	0.00
REFUND									
Check: -4,065.85									
REF FAY SERVICING									
8712	2022	U	FERRARO THOMAS J & DANIELLE &	-170.46	0.00	0.00	0.00	-170.46	0.00
REFUND									
Check: -170.46									
REF FAY SERVICING									
Total Bills: -4,236.31 Total Recv'd: -4,236.31 Change Due: 0.00									
15024	2022	U	FERRANTE VICTOR M	-170.46	0.00	0.00	0.00	-170.46	0.00
REFUND									
Check: -170.46									
REF FERRANTE VICTOR									
Total Bills: -170.46 Total Recv'd: -170.46 Change Due: 0.00									
102864	2021	S	GONZALEZ ALFONZO ALVARO J	-48.30	0.00	0.00	0.00	-48.30	0.00
REFUND									
Check: -48.30									
REF GONZALEZ ALVARO									
Total Bills: -48.30 Total Recv'd: -48.30 Change Due: 0.00									
617432	2022	M	GRAY ANDREW CARL	-150.68	0.00	0.00	0.00	-150.68	0.00
REFUND									
Check: -150.68									
REF GRAY ANDREW									
Total Bills: -150.68 Total Recv'd: -150.68 Change Due: 0.00									
617446	2022	M	GRAY MIRANDA LYNN	-122.09	0.00	0.00	0.00	-122.09	0.00
REFUND									
Check: -122.09									
REF GRAY MIRANDA									
Total Bills: -122.09 Total Recv'd: -122.09 Change Due: 0.00									
618423	2022	M	HARBORVIEW ELECTRIC INC	-51.57	0.00	0.00	0.00	-51.57	0.00
REFUND									
Check: -51.57									
REF HARBORVIEW									
618421	2022	M	HARBORVIEW ELECTRIC INC	-96.04	0.00	0.00	0.00	-96.04	0.00
REFUND									
Check: -96.04									
REF HARBORVIEW									
Total Bills: -147.61 Total Recv'd: -147.61 Change Due: 0.00									

City of Milford
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<u>Seq</u>	<u>List</u>	<u>Year</u>	<u>TY</u>	<u>Name</u>	<u>Principal Paid</u>	<u>Interest Paid</u>	<u>Lien Paid</u>	<u>Fee/Bond Paid</u>	<u>Total Paid Due</u>	<u>Balance Due</u>
38	203072	2022	S	HOYT LAWRENCE W 3RD	-522.51	0.00	0.00	0.00	-522.51	0.00
				REFUND						
				Check: -522.51						
				REF HOYT L & M						
Total Bills: -522.51					Total Recv'd: -522.51		Change Due: 0.00			
39	429586	2020	M	HYUNDAI LEASE TITLING TRUST	-152.35	0.00	0.00	0.00	-152.35	0.00
				REFUND						
				Check: -152.35						
				REF HYUNDAI						
40	520215	2021	M	HYUNDAI LEASE TITLING TRUST	-170.02	0.00	0.00	0.00	-170.02	0.00
				REFUND						
				Check: -170.02						
				REF HYUNDAI						
Total Bills: -322.37					Total Recv'd: -322.37		Change Due: 0.00			
41	203122	2022	S	HYUNDAI LEASE TITLING TRUST	-438.84	0.00	0.00	0.00	-438.84	0.00
				REFUND						
				Check: -438.84						
				REF HYUNDAI						
42	620413	2022	M	HYUNDAI LEASE TITLING TRUST	-398.34	0.00	0.00	0.00	-398.34	0.00
				REFUND						
				Check: -398.34						
				REF HYUNDAI						
43	620462	2022	M	HYUNDAI LEASE TITLING TRUST	-298.65	0.00	0.00	0.00	-298.65	0.00
				REFUND						
				Check: -298.65						
				REF HYUNDAI						
44	620473	2022	M	HYUNDAI LEASE TITLING TRUST	-250.88	0.00	0.00	0.00	-250.88	0.00
				REFUND						
				Check: -250.88						
				REF HYUNDAI						
45	620484	2022	M	HYUNDAI LEASE TITLING TRUST	-710.08	0.00	0.00	0.00	-710.08	0.00
				REFUND						
				Check: -710.08						
				REF HYUNDAI						
46	620493	2022	M	HYUNDAI LEASE TITLING TRUST	-288.76	0.00	0.00	0.00	-288.76	0.00
				REFUND						
				Check: -288.76						
				REF HYUNDAI						
47	620664	2022	M	HYUNDAI LEASE TITLING TRUST	-145.98	0.00	0.00	0.00	-145.98	0.00
				REFUND						
				Check: -145.98						
				REF HYUNDAI						
48	620723	2022	M	HYUNDAI LEASE TITLING TRUST	-430.10	0.00	0.00	0.00	-430.10	0.00
				REFUND						
				Check: -430.10						
				REF HYUNDAI						

City of Milford
 Edit Daily Cash register report for Batch - 25593
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 Interest Date 5/06/2024 Receipt Date 5/06/2024

List	Year	TY	Name	Principal Paid	Interest Paid	Lien Paid	Fee/Bond Paid	Total Paid Due	Balance Due
Total Bills:				-2,961.63	Total Recv'd:		-2,961.63	Change Due:	0.00
622272	2022	M	JU WANSOO	-148.02	0.00	0.00	0.00	-148.02	0.00
REFUND									
Check:				-148.02					
REF JU WANSOO									
Total Bills:				-148.02	Total Recv'd:		-148.02	Change Due:	0.00
9702	2022	R	KIJEWSKI MICHAEL	-1,723.25	0.00	0.00	0.00	-1,723.25	0.00
REFUND									
Check:				-1,723.25					
REF KIJEWSKI ESTATE									
9702	2022	U	KIJEWSKI MICHAEL	-170.46	0.00	0.00	0.00	-170.46	0.00
REFUND									
Check:				-170.46					
REF KIJEWSKI ESTATE									
Total Bills:				-1,893.71	Total Recv'd:		-1,893.71	Change Due:	0.00
626258	2022	M	LUPO CHARLES J	-6.16	0.00	0.00	0.00	-6.16	0.00
REFUND									
Check:				-6.16					
REF LUPO CHARLES									
626257	2022	M	LUPO CHARLES J	-3.38	0.00	0.00	0.00	-3.38	0.00
REFUND									
Check:				-3.38					
REF LUPO CHARLES									
Total Bills:				-9.54	Total Recv'd:		-9.54	Change Due:	0.00
627120	2022	M	MANOWITZ ROBERT	-17.63	0.00	0.00	0.00	-17.63	0.00
REFUND									
Check:				-17.63					
REF MANOWITZ RBT									
Total Bills:				-17.63	Total Recv'd:		-17.63	Change Due:	0.00
628677	2022	M	MEHAN DOUGLAS J	-82.73	0.00	0.00	0.00	-82.73	0.00
REFUND									
Check:				-82.73					
REF MEHAN MICHELE									
Total Bills:				-82.73	Total Recv'd:		-82.73	Change Due:	0.00
629325	2022	M	MILFORD SEAFOOD RESTAURANT INC	-238.36	0.00	0.00	0.00	-238.36	0.00
REFUND									
Check:				-238.36					
REF MILFORD SEAFOOD									
Total Bills:				-238.36	Total Recv'd:		-238.36	Change Due:	0.00
630645	2022	M	MURPHY SAMANTHA KATHLEEN	-66.29	0.00	0.00	0.00	-66.29	0.00
REFUND									
Check:				-66.29					
REF MURPHY SAMANTHA									

City of Milford
 Edit Daily Cash register report for Batch - 25593
 Detail Report in Sequential Order
 Interest Date 5/06/2024 Receipt Date 5/06/2024

Seq	List	Year	TY	Name	Principal Paid	Interest Paid	Lien Paid	Fee/Bond Paid	Total Paid Due	Balance Due
Total Bills:		-66.29	Total Recv'd:		-66.29	Change Due:		0.00		
59	627756	2022	M	MASTRONI-KENYON DEBRA JOAN	-56.13	0.00	0.00	0.00	-56.13	0.00
				REFUND						
				Check:	-56.13					
				REF MASTRONI-KENYON						
60	627758	2022	M	MASTRONI-KENYON DEBRA JOAN	-48.79	0.00	0.00	0.00	-48.79	0.00
				REFUND						
				Check:	-48.79					
				REF MASTRONI-KENYON						
Total Bills:		-104.92	Total Recv'd:		-104.92	Change Due:		0.00		
61	13928	2021	R	GDKD LLC	-1,246.16	0.00	0.00	0.00	-1,246.16	0.00
				REFUND						
				Check:	-1,246.16					
				REF NEWHART PROD.						
Total Bills:		-1,246.16	Total Recv'd:		-1,246.16	Change Due:		0.00		
62	22613	2022	U	HAYNES PATRICK T &	-170.46	0.00	0.00	0.00	-170.46	0.00
				REFUND						
				Check:	-170.46					
				REF NEWTOWN SVGS.						
Total Bills:		-170.46	Total Recv'd:		-170.46	Change Due:		0.00		
63	547710	2021	M	NISSAN INFINITI LT	-88.80	0.00	0.00	0.00	-88.80	0.00
				REFUND						
				Check:	-88.80					
				REF NISSAN						
Total Bills:		-88.80	Total Recv'd:		-88.80	Change Due:		0.00		
64	204802	2022	S	NISSAN INFINITI LT LLC	-322.59	0.00	0.00	0.00	-322.59	0.00
				REFUND						
				Check:	-322.59					
				REF NISSAN						
65	631450	2022	M	NISSAN INFINITI LT LLC	-444.71	0.00	0.00	0.00	-444.71	0.00
				REFUND						
				Check:	-444.71					
				REF NISSAN						
66	631529	2022	M	NISSAN INFINITI LT LLC	-318.04	0.00	0.00	0.00	-318.04	0.00
				REFUND						
				Check:	-318.04					
				REF NISSAN						
67	631597	2022	M	NISSAN INFINITI LT LLC	-80.50	0.00	0.00	0.00	-80.50	0.00
				REFUND						
				Check:	-80.50					
				REF NISSAN						
68	631682	2022	M	NISSAN INFINITI LT LLC	-509.98	0.00	0.00	0.00	-509.98	0.00
				REFUND						
				Check:	-509.98					
				REF NISSAN						

City of Milford
 Edit Daily Cash register report for Batch - 25593
 Detail Report in Sequential Order
 Interest Date 5/06/2024 Receipt Date 5/06/2024

List	Year	TY	Name	Principal Paid	Interest Paid	Lien Paid	Fee/Bond Paid	Total Paid Due	Balance Due
631714	2022	M	NISSAN INFINITI LT LLC	-535.67	0.00	0.00	0.00	-535.67	0.00
			REFUND						
			Check: -535.67						
REF NISSAN									
631766	2022	M	NISSAN INFINITI LT LLC	-327.36	0.00	0.00	0.00	-327.36	0.00
			REFUND						
			Check: -327.36						
REF NISSAN									
Total Bills:			-2,538.85	Total Recv'd:			-2,538.85	Change Due: 0.00	
22241	2022	U	DECAPUA FRANCIS N III &	-170.46	0.00	0.00	0.00	-170.46	0.00
			REFUND						
			Check: -170.46						
REF DAPP SHAWN									
Total Bills:			-170.46	Total Recv'd:			-170.46	Change Due: 0.00	
10866	2022	P	JEREMY POINT PARTNERS LLC	-17.00	0.00	0.00	0.00	-17.00	0.00
			REFUND						
			Check: -17.00						
REF PHILBEN PAUL									
Total Bills:			-17.00	Total Recv'd:			-17.00	Change Due: 0.00	
635297	2022	M	PROFETTO JOHN G	-87.02	0.00	0.00	0.00	-87.02	0.00
			REFUND						
			Check: -87.02						
REF PROFETTO JOHN									
Total Bills:			-87.02	Total Recv'd:			-87.02	Change Due: 0.00	
637074	2022	M	RODRIGUEZ DAVID JR	-61.34	0.00	0.00	0.00	-61.34	0.00
			REFUND						
			Check: -61.34						
REF RODRIGUEZ DAVID									
Total Bills:			-61.34	Total Recv'd:			-61.34	Change Due: 0.00	
636840	2022	M	RK ROGERS LTD INC	-120.27	0.00	0.00	0.00	-120.27	0.00
			REFUND						
			Check: -120.27						
REF ROGERS KEITH									
Total Bills:			-120.27	Total Recv'd:			-120.27	Change Due: 0.00	
637807	2022	M	RUBINO JENNIFER MARY	-39.09	0.00	0.00	0.00	-39.09	0.00
			REFUND						
			Check: -39.09						
REF RUBINO JENNIFER									
Total Bills:			-39.09	Total Recv'd:			-39.09	Change Due: 0.00	
639879	2022	M	SHEPHARD-ROWE ALEXANDRA	-23.01	0.00	0.00	0.00	-23.01	0.00
			REFUND						
			Check: -23.01						
REF SHEPHARD-ROWE									

City of Milford
 Edit Daily Cash register report for Batch - 25593
 Detail Report in Sequential Order
 Interest Date 5/06/2024 Receipt Date 5/06/2024

<u>Seq</u>	<u>List</u>	<u>Year</u>	<u>TY</u>	<u>Name</u>	<u>Principal Paid</u>	<u>Interest Paid</u>	<u>Lien Paid</u>	<u>Fee/Bond Paid</u>	<u>Total Paid Due</u>	<u>Balance Due</u>
Total Bills:		-23.01	Total Recv'd:		-23.01	Change Due:		0.00		
78	640280	2022	M	SIMPSON HOWARD E 3RD	-254.02	0.00	0.00	0.00	-254.02	0.00
				REFUND						
				Check:	-254.02					
				REF HOWARD SIMPSON						
Total Bills:		-254.02	Total Recv'd:		-254.02	Change Due:		0.00		
79	19006	2022	R	TARANTINO WILLIAM D & LILLIAN	-873.89	0.00	0.00	0.00	-873.89	0.00
				REFUND						
				Check:	-873.89					
				REF TARANTINO WM						
Total Bills:		-873.89	Total Recv'd:		-873.89	Change Due:		0.00		
80	23760	2022	R	TARGET CORPORATION	-37,673.98	0.00	0.00	0.00	-37,673.98	0.00
				REFUND						
				Check:	-37,673.98					
				REF TARGET						
Total Bills:		37,673.98	Total Recv'd:		-37,673.98	Change Due:		0.00		
81	5604	2022	P	ALI LAW FIRM	-115.14	0.00	0.00	0.00	-115.14	0.00
				REFUND						
				Check:	-115.14					
				REF THE ALI LAW FIRM						
Total Bills:		-115.14	Total Recv'd:		-115.14	Change Due:		0.00		
82	206684	2022	S	TOYOTA LEASE TRUST	-217.22	0.00	0.00	0.00	-217.22	0.00
				REFUND						
				Check:	-217.22					
				REF TOYOTA						
83	206686	2022	S	TOYOTA LEASE TRUST	-316.63	0.00	0.00	0.00	-316.63	0.00
				REFUND						
				Check:	-316.63					
				REF TOYOTA						
84	643324	2022	M	TOYOTA LEASE TRUST	-436.34	0.00	0.00	0.00	-436.34	0.00
				REFUND						
				Check:	-436.34					
				REF TOYOTA						
85	643508	2022	M	TOYOTA LEASE TRUST	-410.80	0.00	0.00	0.00	-410.80	0.00
				REFUND						
				Check:	-410.80					
				REF TOYOTA						
86	643510	2022	M	TOYOTA LEASE TRUST	-291.03	0.00	0.00	0.00	-291.03	0.00
				REFUND						
				Check:	-291.03					
				REF TOYOTA						
87	643601	2022	M	TOYOTA LEASE TRUST	-272.53	0.00	0.00	0.00	-272.53	0.00
				REFUND						
				Check:	-272.53					
				REF TOYOTA						

City of Milford
 Edit Daily Cash register report for Batch - 25593
 Detail Report in Sequential Order
 Interest Date 5/06/2024 Receipt Date 5/06/2024

List	Year	TY	Name	Principal Paid	Interest Paid	Lien Paid	Fee/Bond Paid	Total Paid Due	Balance Due
643622	2022	M	TOYOTA LEASE TRUST	-626.10	0.00	0.00	0.00	-626.10	0.00
			REFUND						
			Check:	-626.10					
			REF TOYOTA						
643690	2022	M	TOYOTA LEASE TRUST	-319.24	0.00	0.00	0.00	-319.24	0.00
			REFUND						
			Check:	-319.24					
			REF TOYOTA						
Total Bills:				-2,889.89	Total Recv'd:	-2,889.89	Change Due:	0.00	
1755	2022	P	TRI CITY HEATING AND COOLING LLC	-42.43	0.00	0.00	0.00	-42.43	0.00
			REFUND						
			Check:	-42.43					
			REF TRI CITY						
Total Bills:				-42.43	Total Recv'd:	-42.43	Change Due:	0.00	
20877	2022	R	BENSON JAMES V SR &	-94.38	0.00	0.00	0.00	-94.38	0.00
			REFUND						
			Check:	-94.38					
			REF VILLAGE CAPITAL						
Total Bills:				-94.38	Total Recv'd:	-94.38	Change Due:	0.00	
646616	2022	M	WETHERALL LUCAS MAN SOO	-188.28	0.00	0.00	0.00	-188.28	0.00
			REFUND						
			Check:	-188.28					
			REF WETHERALL LUCAS						
646617	2022	M	WETHERALL LUCAS MAN SOO	-203.23	0.00	0.00	0.00	-203.23	0.00
			REFUND						
			Check:	-203.23					
			REF WETHERALL LUCAS						
Total Bills:				-391.51	Total Recv'd:	-391.51	Change Due:	0.00	
646359	2022	M	WASSON RAYMOND E	-40.14	0.00	0.00	0.00	-40.14	0.00
			REFUND						
			Check:	-40.14					
			REF WASSON RAYMOND						
Total Bills:				-40.14	Total Recv'd:	-40.14	Change Due:	0.00	
14854	2022	X	METRO TOD LLC	-1,022.76	0.00	0.00	0.00	-1,022.76	0.00
			REFUND						
			Check:	-1,022.76					
			REF METRO TOD LLC						
Total Bills:				-1,022.76	Total Recv'd:	-1,022.76	Change Due:	0.00	
636932	2022	M	ROBINSON FRACINE	-7.49	0.00	0.00	0.00	-7.49	0.00
			REFUND						
			Check:	-7.49					
			REF ROBINSON FRACINE						
Total Bills:				-7.49	Total Recv'd:	-7.49	Change Due:	0.00	

City of Milford
 Edit Daily Cash register report for Batch - 25593
 Detail Report in Sequential Order
 Interest Date 5/06/2024 Receipt Date 5/06/2024

Seq	List	Year	TY	Name	Principal Paid	Interest Paid	Lien Paid	Fee/Bond Paid	Total Paid Due	Balance Due
99	638808	2022	M	SAULS KELLY DENISE ANNE	-247.50	0.00	0.00	0.00	-247.50	0.00
REFUND										
Check: -247.50										
REF SAULS KELLY										
Total Bills: -247.50					Total Recv'd: -247.50		Change Due: 0.00			
100	24524	2022	U	FLAHERTY ELIZABETH LESSLER	-170.46	0.00	0.00	0.00	-170.46	0.00
REFUND										
Check: -170.46										
REF LIBERTY BANK										
Total Bills: -170.46					Total Recv'd: -170.46		Change Due: 0.00			
101	11107	2022	U	LEGERE WILLIAM J JR(E33) & VIRGINIA	-170.46	0.00	0.00	0.00	-170.46	0.00
REFUND										
Check: -170.46										
REF CORELOGIC										
Total Bills: -170.46					Total Recv'd: -170.46		Change Due: 0.00			
102	23820	2022	R	BLOCK PAUL	-170.46	0.00	0.00	0.00	-170.46	0.00
REFUND										
Check: -170.46										
REF GREENWOOD C/U										
Total Bills: -170.46					Total Recv'd: -170.46		Change Due: 0.00			
103	16634	2022	U	JAMES ONEIL	-170.46	0.00	0.00	0.00	-170.46	0.00
REFUND										
Check: -170.46										
REF CORELOGIC										
Total Bills: -170.46					Total Recv'd: -170.46		Change Due: 0.00			
104	17977	2022	U	OROZCO MODESTO JR &	-170.46	0.00	0.00	0.00	-170.46	0.00
REFUND										
Check: -170.46										
REF CORELOGIC										
Total Bills: -170.46					Total Recv'd: -170.46		Change Due: 0.00			
105	9274	2022	U	HURWITZ DALE G & HURWITZ DANIEL	-123.15	0.00	0.00	0.00	-123.15	0.00
REFUND										
Check: -123.15										
REF HURTWITZ DALE										
Total Bills: -123.15					Total Recv'd: -123.15		Change Due: 0.00			
106	14121	2022	U	SOMMERVIL CHRISTELLE	-170.46	0.00	0.00	0.00	-170.46	0.00
REFUND										
Check: -170.46										
REF CORELOGIC										
Total Bills: -170.46					Total Recv'd: -170.46		Change Due: 0.00			

City of Milford
 Edit Daily Cash register report for Batch - 25593
 Detail Report in Sequential Order
 Interest Date 5/06/2024 Receipt Date 5/06/2024

<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>
619889	2022	M	HONDA LEASE TRUST	-166.28	0.00	0.00	0.00	-166.28	0.00
REFUND									
Check: -166.28									
REF HONDA									
total Bills: -166.28 Total Recv'd: -166.28 Change Due: 0.00									
10940	2022	P	ONOFREO HOME COMFORT SYSTEMS LLC	-261.14	0.00	0.00	0.00	-261.14	0.00
REFUND									
Check: -261.14									
REF ONOFREO HOME									
total Bills: -261.14 Total Recv'd: -261.14 Change Due: 0.00									
12737	2022	R	SEAMAN PENNY Q & F JAMES & SURV	-1,187.41	0.00	0.00	0.00	-1,187.41	0.00
REFUND									
Check: -1,187.41									
REF SEAMAN JAMES									
total Bills: -1,187.41 Total Recv'd: -1,187.41 Change Due: 0.00									
22513	2022	R	JOHNS DOROTHY A	-131.83	0.00	0.00	0.00	-131.83	0.00
REFUND									
Check: -131.83									
REF JOHNS DOROTHY									
total Bills: -131.83 Total Recv'd: -131.83 Change Due: 0.00									
1750	2022	P	ROBERT H TREAT TRUST	-40.00	0.00	0.00	0.00	-40.00	0.00
REFUND									
Check: -40.00									
REF ROBERT TREAT TR									
total Bills: -40.00 Total Recv'd: -40.00 Change Due: 0.00									
19216	2022	R	GAMS LLC	-20.00	0.00	0.00	0.00	-20.00	0.00
REFUND									
Check: -20.00									
REF GAMS LLC									
total Bills: -20.00 Total Recv'd: -20.00 Change Due: 0.00									
17961	2022	R	SMITH DEBORAH F	-7.00	0.00	0.00	0.00	-7.00	0.00
REFUND									
Check: -7.00									
REF SMITH DEBORAH									
total Bills: -7.00 Total Recv'd: -7.00 Change Due: 0.00									
11853	2022	R	PAULIS GEORGE &	-20.00	0.00	0.00	0.00	-20.00	0.00
REFUND									
Check: -20.00									
REF PAULIS GEORGE									
total Bills: -20.00 Total Recv'd: -20.00 Change Due: 0.00									

City of Milford
 Edit Daily Cash register report for Batch - 25593
 Detail Report in Sequential Order
 Interest Date 5/06/2024 Receipt Date 5/06/2024

Seq	List	Year	TY	Name	Principal Paid	Interest Paid	Lien Paid	Fee/Bond Paid	Total Paid Due	Balance Due
116	19015	2022	R	GRIGGS THOMAS S JR & REFUND	-186.92	0.00	0.00	0.00	-186.92	0.00
Check: -186.92										
REF CHRISTIE JAMES										
Total Bills:		-186.92	Total Recv'd:		-186.92	Change Due:		0.00		
117	3991	2022	U	SHEA WILLIAM J II AKA WILLIAM JR & REFUND	-214.09	0.00	0.00	0.00	-214.09	0.00
Check: -214.09										
REF SHEA WILLIAM										
Total Bills:		-214.09	Total Recv'd:		-214.09	Change Due:		0.00		
118	6779	2022	R	KNIGHTS PETER & MAUREEN & SURV REFUND	-465.66	0.00	0.00	0.00	-465.66	0.00
Check: -465.66										
REF KNIGHTS MAUREEN										
Total Bills:		-465.66	Total Recv'd:		-465.66	Change Due:		0.00		
119	9361	2022	R	88 NOBLE AVENUE LLC REFUND	-61.17	0.00	0.00	0.00	-61.17	0.00
Check: -61.17										
REF LOPUSNY DIANA										
Total Bills:		-61.17	Total Recv'd:		-61.17	Change Due:		0.00		
120	608821	2022	M	CONTRERAS ROSARIO REFUND	-284.33	-21.32 *	0.00	0.00	-305.65	0.00
Check: -305.65										
REF CONTRERAS R										
Total Bills:		-305.65	Total Recv'd:		-305.65	Change Due:		0.00		
121	619347	2022	M	HIRSCHOFF JONATHAN FINEAS REFUND	-77.89	-3.26 *	0.00	0.00	-81.15	0.00
Check: -81.15										
REF HIRSCHOFF J										
Total Bills:		-81.15	Total Recv'd:		-81.15	Change Due:		0.00		
122	204221	2022	S	MASTRIANNA PAUL J REFUND	-204.04	-8.01 *	0.00	0.00	-212.05	0.00
Check: -212.05										
REF MASTRIANNA P										
Total Bills:		-212.05	Total Recv'd:		-212.05	Change Due:		0.00		

City of Milford
Edit Daily Cash register report for Batch - 25593
Detail Report in Sequential Order
Interest Date 5/06/2024 Receipt Date 5/06/2024

<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>Fec/Bond</u> <u>Paid</u>	<u>Total</u> <u>Paid Due</u>	<u>Balance</u> <u>Due</u>
			Starting Cash in Drawer		0.00				
			Total Cash Received		0.00				
			Total Cash in Drawer		0.00				
			Total Amount in Checks		-77,039.06				
			Total Amount in Credit		0.00				
			Total Amount in Drawer		-77,039.06				
			Total Adjustments		0.00				
			Total Refunds		-77,039.06				
			Total Suspense		0.00				
			= Interest Override						

<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>
2020	M MOTOR VEHICLE	1	Payment(s)	-152.35	0.00	0.00	0.00	-152.35
2020 TOTAL			1 Payment(s)	-152.35	0.00	0.00	0.00	-152.35
2021	M MOTOR VEHICLE	2	Payment(s)	-258.82	0.00	0.00	0.00	-258.82
2021	R REAL ESTATE	1	Payment(s)	-1,246.16	0.00	0.00	0.00	-1,246.16
2021	S SUPPLEMENTAL MVD	1	Payment(s)	-48.30	0.00	0.00	0.00	-48.30
2021 TOTAL			4 Payment(s)	-1,553.28	0.00	0.00	0.00	-1,553.28
2022	M MOTOR VEHICLE	62	Payment(s)	-13,093.36	-32.22	0.00	0.00	-13,125.58
2022	P PERSONAL PROPERTY	5	Payment(s)	-475.71	0.00	0.00	0.00	-475.71
2022	R REAL ESTATE	17	Payment(s)	-55,578.35	0.00	0.00	0.00	-55,578.35
2022	S SUPPLEMENTAL MVD	8	Payment(s)	-2,364.11	-8.01	0.00	0.00	-2,372.12
2022	U SEWER USE	18	Payment(s)	-2,758.91	0.00	0.00	0.00	-2,758.91
2022	X PRO-RATE	1	Payment(s)	-1,022.76	0.00	0.00	0.00	-1,022.76
2022 TOTAL			111 Payment(s)	-75,293.20	-40.23	0.00	0.00	-75,333.43
			116 Payment(s)	-76,998.83	-40.23	0.00	0.00	-77,039.06