



City of Milford, Connecticut

- Founded in 1639 -

Karen Fortunati
City Clerk

70 West River Street
Milford, CT 06460-3364

AGENDA
BOARD OF ALDERMEN
June 5, 2023 - 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 Special Meeting of the Board of Aldermen held on April 27, 2023; the Special Meeting of the Board of Aldermen held on May 11, 2023 and the Regular Meeting of the Board of Aldermen held on May 1, 2023.
4. Consideration of Minutes of the Special Organizational Meeting: None
5. Chairman's Report and Recommendations
6. Mayor's Report
7. Unfinished Business: None
8. New Business:

(8a) Board of Aldermen approval is requested for acceptance of the attached State of Connecticut Grant Agreement for SLFRF Re: Auto Theft and Violent Crimes, and to authorize the Mayor, City Attorney and Police Chief to take all steps necessary, including signing all documents, to effectuate said agreement.

(8b) 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.

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: Consideration of Budget Memo Transfers #9 and #10, Fund 1005.
11. Refunds List
 - a. Consideration of Refunds in the amount of \$68,211.23.
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. Relative to Item 14 of the Agenda, "Executive Session", I respectfully submit the following for your consideration and action:

- (14a) Consideration of settlement of
Milford Chase Ventures, LLC v. City of Milford
Re: 68-70 West Main Street
- (14b) Consideration of settlement of
Milford Hunt Ventures LLC v. City of Milford
Re: 253 West River Street
- (14c) Consideration of settlement of
354 Woodmont Rd LLC v. City of Milford
Re: 354 Woodmont Road
- (14d) Consideration of settlement of
Drill Masters Realty LLC v. City of Milford
Re: 332 Boston Post Road
- (14e) Consideration of settlement of
Wheelers Farm Partners, LLC v. City of Milford
Re: 470 Wheelers Farm Road

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

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



Karen Fortunati, City Clerk

Dated at Milford, CT this 31st day of
May 2023

CITY OF MILFORD, CONNECTICUT
OFFICE OF THE MAYOR

May 30, 2023

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

Dear Mr. Vetro:

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

(8a) Board of Aldermen approval is requested for acceptance of the attached State of Connecticut Grant Agreement for SLFRF Re: Auto Theft and Violent Crimes, and to authorize the Mayor, City Attorney and Police Chief to take all steps necessary, including signing all documents, to effectuate said agreement.

(8b) 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.

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

(14a) Consideration of settlement of
Milford Chase Ventures, LLC v. City of Milford
Re: 68-70 West Main Street

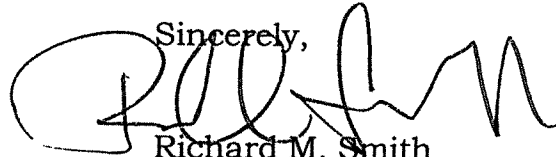
(14b) Consideration of settlement of
Milford Hunt Ventures LLC v. City of Milford
Re: 253 West River Street

(14c) Consideration of settlement of
354 Woodmont Rd LLC v. City of Milford
Re: 354 Woodmont Road

(14d) Consideration of settlement of
Drill Masters Realty LLC v. City of Milford
Re: 332 Boston Post Road

(14e) Consideration of settlement of
Wheelers Farm Partners, LLC v. City of Milford
Re: 470 Wheelers Farm Road

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Smith', written over the word 'Sincerely,'.

Richard M. Smith
Mayor

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STATE OF CONNECTICUT GRANT AGREEMENT FOR SLFRF

COVER PAGE

State Agency State of Connecticut Department of Emergency Services and Public Protection	Agreement Number ARPA-ATV-2023-MLD-1 Federal Grant No. SLFRP0128
Grantee: Town of Milford UEI/SAMS Number: 2VSMH283U84 FEIN: 06-6002037	Agreement Effective Date 6/1/2023 Agreement Expiration Date 5/31/2024
Agreement Maximum Amount \$35,000	Fund Expenditure End Date 9/30/2024
State Fiscal Year 2023 \$35,000*	Agreement Authority Be it enacted by the State of Connecticut's Senate and House of Representatives in General Assembly Connecticut General Statutes §§ PA- 22-118 Sec. 10. Section 41 of special act 21-15, as amended by section 306 of public act 21-2 of the June special session and section 3 of special act 22- 2, is amended to read as follows (Effective from passage): The following sums are allocated, in accordance with the provisions of special act 21-1, from the federal funds designated for the state pursuant to the provisions of section 602 of Subtitle M of Title IX of the American Rescue Plan Act of 2021, P.L. 117-2, as amended from time to time, for the annual periods indicated for the purposes described.
<p>* Funds may not be available through the Federal Award End Date subject to the provisions in § 2 (Terms and Agreement Effective Date) and § 5 (Payments to Grantee) below.</p>	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: <ol style="list-style-type: none"> 1. Exhibit A, Statement of Work. 2. Exhibit B, Payment Terms and Provisions and Budget. 3. Exhibit C, Federal Provisions. 4. Exhibit D, Agreement with Subrecipient of Federal Recovery Funds 5. Exhibit E, SLFRF Subrecipient Quarterly Report 6. Exhibit F, Contractor Terms 7. Exhibit G, Beneficiary Terms <p>In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. Exhibit C, Federal Provisions. 2. Exhibit D, Agreement with Subrecipient of Federal Recovery Funds. 3. Connecticut Special Provisions in §17 of the main body of this Agreement. 4. The provisions of the other sections of the main body of this Agreement. 5. Exhibit A, Statement of Work. 6. Exhibit B, Payment Terms and Provisions and Budget. 7. Exhibit E, SLFRF Subrecipient Quarterly Report. 	

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Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0128
Federal Award Date	5/14/2021
Federal Award End Date*	December 31, 2026
Federal Statutory Authority	Section 602(b) of the Social Security Act (the "SSA"), as added by section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021)
Total Amount of Federal Award (this is <u>not</u> the amount of this grant agreement)	\$2,600,000

* Funds may not be available through the Federal Award End Date subject to the provisions in § 2 (Terms and Agreement Effective Date) and § 5 (Payments to Grantee) below.

For Grantor/DAS Use Only

AMOUNT	FUND	DEPT	SID	PROGRAM	ACCT	BR YR	PROJECT
\$							

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such.

<p>GRANTEE</p> <p>_____</p> <p>By: Name & Title</p> <p>Date: _____</p>	<p>GRANTOR STATE OF CONNECTICUT</p> <p>_____</p> <p>By: Name & Title</p> <p>Date:</p>
<p>APPROVED AS TO FORM: CONNECTICUT ATTORNEY GENERAL William Tong, Attorney General</p> <p>By: _____ Name: Jeffrey Zeman Title: Assistant Attorney General Duly Authorized</p> <p>Dated: _____</p>	

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1. PARTIES

This Agreement is a grant entered into by and between Grantee named on the Cover Page for this Agreement (the “Grantee”), and the STATE OF CONNECTICUT acting by and through the State agency named on the Cover Page for this Agreement (the “Grantor”). Grantee and the Grantor agree to the terms and conditions in this Agreement.

2. TERM AND AGREEMENT EFFECTIVE DATE

A. Agreement Effective Date

This Agreement shall not be valid or enforceable until the Agreement Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page of this Agreement. The Grantor shall not be bound by any provision of this Agreement before the Agreement Effective Date and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Agreement Effective Date (Payments to Grantee), or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit A**.

B. Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Cover Page for this Agreement and shall terminate on the Agreement Expiration Date shown on the Cover Page for this Agreement unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - Grantor’s Option

Grantor check box if the section is not applicable to the Agreement.

The Grantor, at its discretion, shall have the option to extend the performance under this Agreement beyond the Agreement Expiration Date for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). All amendments, if any, shall be in writing, fully executed by the Parties and reviewed and approved by the Connecticut Attorney General. **(Reminder – All ARPA monies must be committed by a legally binding agreement and any amendment on or before December 31, 2024).**

3. DEFINITIONS

Whenever the following terms or phrases are used in this Agreement, they shall have the following meaning unless the context clearly requires otherwise:

- A. **“Agreement”** or **“Contract”** means this grant agreement, including all attached Exhibits, all documents incorporated by reference, and any future modifications thereto.
- B. **“Agreement Effective Date”** means the date listed on the Agreement Cover Page.
- C. **“Agreement Expiration Date”** means the time period defined in § 2.B (Term and Agreement Effective Date).
- D. **“Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- E. **“Beneficiary”** means a person, entity or organization that is entitled to financial assistance under ARPA if certain qualifying events are met. The UST guidelines prescribe different compliance and reporting responsibilities for beneficiaries, which should be reviewed for guidance.
- F. **“Bid”** means a response to any Solicitation.

- G. **"Bidder"** means a person (including, but not limited to, any business or other entity) which responds to a Solicitation.
- H. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under C.G.S. §§ 4e-35 or 4e-38, or both, at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- I. **"Budget"** means the budget for the Work and Deliverables described in **Exhibit B**.
- J. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in C.G.S. § 1-4.
- K. **"Claims"** means any and all claims, demands, suits, actions, causes of action, losses, liabilities, damages, judgments, orders, decrees, requests for injunctive and/or declaratory relief, fines, liens, debts, charges, executions, penalties, interest and expense whatsoever (including, but not limited to, all reasonable attorney's fees, court costs, expert and other professional fees and other costs of investigation and defense of any of the foregoing), whether mature or unmatured, contingent, or known or unknown, which are, have been or may be made, brought, issued or awarded at law or in equity, or under or in connection with any administrative rule or proceeding, in any forum.
- L. **"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.
- M. **"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 Grantee, the Grantor or State.
- N. **"C.G.S."** shall mean Connecticut General Statutes.
- O. **"Data"** means all the State's facts and statistics (including, but not limited to, Confidential Information, non-public numerical information, non-public eligibility information, tax information, non-public employment information, non-public wage information, non-public unemployment information, non-public insurance information, non-public workers' compensation records, that is collected, compiled, stored, or used for reference or analysis and included as part of the State's deliverables as well as, drawings, video, pictures, specifications, notes, reports, records, estimates, summaries, memoranda, and correspondence that are shared with the Grantee through an approved interface feed (whether in electronic, hard copy or other form) provided by the State for, as a result of, or in connection with, or which in any way relate to, pertain to, or reference, this Agreement, and it shall also mean and include all data collected from applicants and trainees including, but not limited to, name of person, address, contact telephone number, contact e-mail address, Confidential

Information, that is collected, compiled, stored, or used for reference or analysis and included as part of the Grantee's deliverables that are given to the State through an approved interface feed (whether in electronic, hard copy or other form) provided by the Grantee or its contractor, as a result of, or in connection with, or which in any way relate to, pertain to, or reference, this Agreement.

- P. **"Deliverable(s)"** means the item(s) listed in **Exhibit A (Statement of Work)** of the Agreement.
- Q. **"Eligible Beneficiary"** means individuals and organizations that received SLFRF funds as end users.
- R. **"Encryption"** means the rendering of electronic data into a form that is unreadable or unusable without the use of a confidential process or key.
- S. **"Expiration"** means the end of the Agreement term.
- T. **"Exhibits"** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- U. **"Extension Term"** means the time period defined in § 2.C (Term and Agreement Effective Date).
- V. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement Agreement, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to an Agreement or payments to an individual that is a beneficiary of a federal program.
- W. **"Federal Awarding Agency"** means a federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which is the subject of this Agreement.
- X. **"Federal Single Audit" or "Single Audit"** means a federal single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. §§ 7501-7507). 2 CFR § 200.501.
- Y. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the Grantor under this Agreement.
- Z. **"Grantee" or "Contractor"** means the grantee listed on the Cover Page of this Agreement.
- AA. **"Grantee Parties"** means Grantee's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom Grantee is in privity of oral or written contract and Grantee intends for such other person or entity to Perform under the Agreement in any capacity.
- BB. **"Party"** means the Grantor or Grantee, and **"Parties"** means both the Grantor and Grantee.
- CC. **"Performance"** means the fulfillment of the agreement in the Agreement, in whole or in part, according to its terms.
- DD. **"Person"** means and includes all-natural persons as well as any and all business, governmental or other entities that are recognized as having a separate and distinct existence, and thus the rights of a person, under law.
- EE. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.G.S. §§ 4e-70 and 36a-701b.
- FF. **"PHI"** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the

provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

- GG. **“Recipient”** means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.
- HH. **“Records”** means all working papers and such other information, data and materials (including, but not limited to, documents, data, plans, books, e-mail, text messages, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence) that are prepared, generated, kept or stored or accumulated by the Grantee or its Subcontractors (whether in electronic, hard copy or other form) for, as a result of, or in connection with, or which in any way relate to, pertain to, or reference, this Agreement (including, but not limited to, the performance, nonperformance and/or any other acts or omissions of the Grantee, its Subcontractors, any of either’s Related or Affiliated Parties, the State or any of its officers, agents representatives or employees under, in connection with or in relation to this Agreement and/or any Bids that were submitted prior to the execution of the same).
- II. **“Solicitation”** means a request by the Grantor, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.
- JJ. **“State”** means the Grantor, and his or her authorized agents, employees and designees and any office, department, board, council, commission, institution or other agency or entity of the State of Connecticut.
- KK. **“State Agency”** means any agency with a department head, as defined in C.G.S. § 4-5.
- LL. **“State Confidential Information”** means any and all State Records not subject to disclosure under the Connecticut Freedom of Information Act (“FOIA”). State Confidential Information shall include, but is not limited to, PII, PHI, tax information, Confidential Information, and State personnel records not subject to disclosure under FOIA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to FOIA, C.G.S. § 1-200, *et. seq.*, (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- MM. **“State Single Audit Act”** means state single audit required by C.G.S. §§ 4-230 through 4-236, as amended, for non-state entities that expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year.
- NN. **“Subcontractor”** means and includes all of the third-party subcontractors, consultants, licensees, and concessionaires (including, but not limited to, any design or other professionals), if any, that are engaged by Grantee, or are allowed, to perform any work, business or advice, or supply any materials, under or in connection with this Agreement during the Term hereof.
- OO. **“Subgrantor”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Grantee is a Subrecipient. Per UST’s Uniform Guidance, where a subgrantor is serving as subrecipient that is assisting the state to implement a program or provide services to beneficiaries, it subject to the same requirements as the State.
- PP. **“Terminate,” “Terminates,” “Terminating,” “Terminated,” and “Termination”** refer to the act of ending the Term of the Agreement (and, except as otherwise provided in this Agreement, the obligations of

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the Grantee to continue to furnish Services and the State to pay for such Services under this Agreement) prior to the date by which all Services required to be provided by the Grantee pursuant to this Agreement are to be furnished in accordance with its terms.

- QQ. "Title" shall mean all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to any software or Services.
- RR. "United States Treasury" or "UST" means the United States Department of Treasury.
- SS. "Work" means the activities and Deliverables listed in Exhibit A (Statement of Work).
- TT. "Work Product" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Agreement Effective Date that is used, without modification, in the performance of the Work.

4. STATEMENT OF WORK AND USE OF THE FUNDS

Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A (Statement of Work). The Grantor shall have no liability to compensate Grantee for the delivery of Work or Deliverables that are not specifically set forth in this Agreement. The Grantee agrees to expend the Grant Funds awarded pursuant to this Agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as Grantee.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The Grantor shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum Amount for each State Fiscal Year shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

- a. The Grantor shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibits A & B (Statement of Work; Payment Terms and Provisions and Budget).
- b. Grantee shall initiate payment requests by invoice to the Grantor, in a form and manner approved by the Grantor.
- c. The Grantor shall pay each invoice within forty-five (45) Business Days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the Grantor determines that the amount of any invoice is not correct, then it shall notify Grantee (i.e., Section 14 Notice) within thirty (30) Business Days of receipt of the invoice, and Grantee shall make all changes necessary to correct that invoice within fifteen (15) Business Days of such notice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Payment Disputes

If Grantee disputes any Grantor § 5.B.i.c. notice, Grantee shall notify the Grantor in writing of its dispute within thirty (30) Business Days following Grantee's receipt of Grantor's § 5.B.i.c. notification. The Grantor will review the information presented by Grantee and may make changes to its

determination based on this review. The calculation, determination or payment amount that results from the Grantor's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the Grantor has concluded its review, and the Grantor shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iii. **Available Funds-Contingency-Termination**

Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the Grantor's liability for such payments shall be limited to the amount remaining of such Grant Funds. If federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the Grantor may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability.

iv. **Federal Recovery**

The closeout of a Federal Award does not affect the right of the Federal Awarding Agency or the Grantor to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. **Reimbursement of Grantee Costs**

Grantor shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Agreement § 5 (Payments to Grantee) and Exhibit B (Payment Terms and Provisions and Budget) for all allowable costs described in this Agreement and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement with written approval from the Grantor. The change shall not modify the total maximum amount of this Agreement, the maximum amount for any State fiscal year, or modify any requirements of the Work. Grantor shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work and Deliverable(s) after review and approval thereof, subject to the provisions of this Agreement and Exhibit A (Statement of Work). Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Grantor shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

- i. Reasonable and necessary to accomplish the Work and for the Deliverables provided; and
- ii. Equal to the actual net cost to Grantee (i.e., the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. **Close-Out**

Grantee shall close out this Award within thirty (30) calendar days after the Fund Expenditure End Date shown on the Cover Page of this Agreement. To complete closeout, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. **REPORTING – NOTIFICATION**

A. **Quarterly Reports**

In addition to any reports required in this Agreement or pursuant to Exhibit E (SLFRF Subrecipient Quarterly Report), for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the Grantee and the State of Connecticut. Progress reports shall be submitted to the Grantor not later than ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the Grantor.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten (10) calendar days after being served, provide notice to Grantor in accordance with § 14 of this Agreement of such action and deliver copies of such pleading or document to the Grantor.

C. Performance and Final Status

Grantee shall submit all final financial, performance and other reports to the Grantor no later than thirty (30) calendar days after the end of the Agreement Expiration Date specified in § 2.B., if no Extension Terms are exercised, or the final Extension Term exercised by the Grantor, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, within five (5) calendar days, in writing to the Grantor and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension, or debarment.

7. **GRANTEE RECORDS**

A. Maintenance

Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the SSA and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds.

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all Records pertaining in any manner to the Work or the Deliverables (including, but not limited to the operation of programs). Grantee shall maintain such records for a period (the "Record Retention Period") of five years following the date of submission to the Grantor of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the Grantor, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection & Access to Records

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee or its subgrantee or Subcontractors Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than twenty-four hours notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State as follows:

- i. All grant-funded activities performed by the Grantee, its Subcontractors, its subgrantees, or both, shall be subject to the inspection and approval of Grantor, and Grantee shall furnish all information concerning the grant-funded activities.

- ii. Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the State of Connecticut Auditor for Public Accounts ("APA"), Connecticut Attorney General and Connecticut State's Attorney and their respective agents and Grantor or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its Subcontractors or subgrantees pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such plants, places of business, books and records.
- iii. Grantor or its representatives will give the Grantee and its Subcontractors and subgrantees at least twenty-four (24) hours notice of such intended examination. 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.
- iv. At Grantor's request, the Grantee and Subcontractors and subgrantees shall provide Grantor with hard copies or an electronic format of any data or information in the possession or control of the Grantee, Subcontractor and subgrantee which pertains to Grantor's business under this Agreement. The Grantee shall make all of its and the Subcontractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- v. The Grantee 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 Grantee under this Agreement. The Grantee shall remit full payment to the State for such audit or inspection no later than thirty (30) calendar 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 Grantee in accordance with this Agreement's setoff provision.
- vi. The Grantee shall retain and maintain accurate records and documents relating to performance of activities under this Agreement for a minimum of five (5) years after all funds have been expended or returned to Treasury, whichever is later. If any litigation, claim or audit is started before the expiration date of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- vii. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with Grant Funds shall be retained for five (5) years after the final disposition of said property.
- viii. Any Subcontractor or subgrantee under this agreement shall retain and maintain accurate records and documents relating to performance of activities under this Agreement for a minimum of five (5) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by the APA, Grantor or its representative or the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives.
- ix. The Grantee shall cooperate fully with the Grantor and its agents in connection with an audit or inspection. Following any audit or inspection, the Grantor may conduct and the Grantee shall cooperate with an exit conference.
- x. **The Grantee shall incorporate this paragraph verbatim into any agreement it enters into with any Subcontractor or subgrantee providing services and/or conducting activities under this Agreement.**

C. Monitoring

The Grantor will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the Grantor. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. Grantee shall allow the Grantor to perform all monitoring required by the Uniform Guidance, based on the Grantor's risk analysis of Grantee and this Agreement. The Grantor shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The Grantor shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the Grantor a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a Single Audit under 2 CFR § 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the Grantor within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Protection of Confidential Information

- i. Grantee and Grantee 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.
- ii. Each Grantee or Grantee 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 Grantor or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - a. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - b. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - c. A process for reviewing policies and security measures at least annually;
 - d. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - e. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- iii. The Grantee and Grantee 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 Grantee or its Grantee Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Grantee shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Grantor and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Grantee 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 Information Breach. The Grantee's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Grantor, any State of Connecticut entity or any affected individuals.

- iv. The Grantee shall incorporate the requirements of this Section in all subcontracts requiring each of its Grantor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- v. Nothing in this Section shall supersede in any manner Grantee's or its Grantee Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 or the provisions of this Agreement concerning the obligations of the Grantee as a Business Associate, as such term is defined in 45 C.F.R. §160.103, of the Grantor.

The provisions of this section shall survive the Expiration or earlier Termination of this Agreement.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Procurement conflicts

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or subgrant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employee is related to any of the foregoing persons or other interest in or a tangible personal benefit from an entity considered for a contract (i.e., 2 C.F.R. § 200.318).

D. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the Grantor a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the Grantor's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

10. INSURANCE

- A. The Grantee agrees that while performing any activities specified in this Agreement, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the activities to be performed, so as to "save harmless" Grantor and the State of Connecticut from any insurable cause whatsoever.
- B. Before commencing Performance, the Grantee shall obtain and maintain at its own cost and expense for the duration of the Agreement, the following insurance as described in (i) through (vii) below through an insurance company or companies licensed to do business in the State of Connecticut under forms of policies

approved by the State Insurance Commissioner to do business in Connecticut. Grantee shall assume any and all deductibles in the described insurance policies. The Grantee's insurers shall have no right of recovery or subrogation against the State and the described Grantee'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.

- i. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
 - ii. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the Agreement, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the Agreement, then automobile coverage is not required.
 - iii. Professional Liability: \$1,000,000 limit of liability.
 - iv. Grantor check box if the section is not applicable to the Agreement. Errors and Omissions Insurance which covers any computer system or software architecture, engineering, design, accounting, legal or other professional services under or in connection with this Agreement, at such party's sole cost and expense, in an amount not less than \$2,000,000 per occurrence. In the case of any computer system or software engineer, architect or other design professional, each such policy must be kept in effect for a period of seven (7) years after substantial completion of the project on or for which any such services are rendered; otherwise, the professional involved shall maintain such coverage for a period of at least three (3) years following completion of its work hereunder. If coverage is procured by any professional on a claims made basis, the retroactive date must be the date prior to the professional's commencement of any work under or pursuant to this Agreement or the project to which it relates, whichever is earlier.
 - v. Worker's Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
 - vi. Grantor check box if the section is not applicable to the Agreement. Cyber/Network Security and Privacy Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$2,000,000 general aggregate.
 - vii. Crime Insurance including employee dishonesty coverage with minimum limits as follows:
 - a. \$1,000,000 each occurrence; and
 - b. \$1,000,000 general aggregate.
- C. Said policy or policies shall cover all of the Grantor's activities under this Agreement and shall state that it is primary insurance in regard to the State, its officers and employees. The Grantor shall be named as an additional insured.
- D. None of the requirements contained herein as to types, limits, and approval of insurance coverage to be maintained by Grantee are intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Grantee under this Agreement.

- E. Grantee shall deliver Certificates of Insurance relating to all of the above referenced coverages to the Grantor at the time of the execution of this Agreement as evidence that policies providing such coverage and limits of insurance are in full force and effect, which Certificate shall provide that no less than thirty (30) calendar days advance notice will be given in writing to the Grantor prior to cancellation, termination or alteration of said policies of insurance.
- F. All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least thirty (30) calendar days prior notice to Grantee and Grantee shall forward such notice to the Grantor in accordance with § 14 (Notices) within seven calendar days of Grantee's receipt of such notice.

11. BREACH OF AGREEMENT & REMEDIES

- A. In the event of a Breach of Agreement, the aggrieved Party shall give written Notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) calendar days after the delivery of written notice, the Party may exercise any of the remedies as described in herein for that Party. Notwithstanding any provision of this Agreement to the contrary, the Grantor, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under C.G.S. §§ 4e-35 & 4e-38, the Grantor, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.
- B. Grantor's remedies. If Grantee is in breach under any provision of this Agreement and fails to cure such breach, Grantor, following the notice and cure period specified in this section, shall have all of the remedies listed in this section, below § 12 (Termination), and elsewhere in this Agreement, in addition to all other remedies set forth in this Agreement or at law. The Grantor may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.
- C. Grantee's Remedies. If the Grantor is in breach of any provision of this Agreement and fails to cure such breach, Grantee, following the notice and cure period specified in this Section and the dispute resolution process in § 13 (Dispute Resolution) shall have the rights to terminate this Agreement and proceed under Chapter 53 of the C.G.S.
- D. Intellectual Property. If any Work infringes, or if the Grantor in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the Grantor (i) secure that right to use such Work for the Grantor and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the Grantor.

12. TERMINATION

- A. Notwithstanding any provisions in this Agreement, the Grantor, through a duly authorized employee, may Terminate the Agreement whenever the Grantor makes a written determination that such Termination is in the best interests of the State. The Grantor shall notify the Grantee in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Grantor must complete its Performance under the Agreement prior to such date.
- B. Notwithstanding any provisions in this Agreement, the Grantee, through a duly authorized employee, may, after making a written determination that the Grantor has breached the Agreement and following the dispute resolution process in § 13, Terminate the Agreement by providing written notice via certified mail, return

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receipt requested, to the Grantor at the most current address which the Grantor has furnished to the Grantee for purposes of correspondence, or by hand delivery.

- C. The Grantor shall send the notice of Termination via certified mail, return receipt requested, to the Grantee at the most current address which the Grantee has furnished to the Grantor for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Grantor, the Grantee 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 Grantor all Records and Data. The Records are deemed to be the property of the Grantor and the Grantee shall deliver them to the Grantor no later than thirty (30) calendar days after the Termination of the Agreement or fifteen (15) calendar days after the Grantee receives a written request from the Agency for the Records and Data. The Grantor shall deliver those Records and Data that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- D. Upon receipt of a written notice of Termination from the Grantor, the Grantee shall cease operations as the Grantor directs in the notice, and take all actions that are necessary or appropriate, or that the Grantor may reasonably direct, for the protection, and preservation of the Deliverable(s) and any other property. Except for any work which the Grantor directs the Grantee to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Grantee shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- E. The Grantor shall, within forty-five (45) Business Days of the effective date of Termination, reimburse the Grantee for its Performance rendered and accepted by the Grantor in accordance with Exhibits A (Statement of Work) and B (Payment Terms and Provisions and Budget), in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Grantee to complete. However, the Grantee is not entitled to receive, and the Grantor is not obligated to tender to the Grantee any payments for anticipated or lost profits. Upon request by the Grantor, the Grantee shall assign to the Grantor, or any replacement contractor which the Grantor designates, all subcontracts, purchase orders and other commitments, deliver to the Grantor all Records and Data and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Grantee's property, equipment, waste material and rubbish related to its Performance, all as the Grantor may request.
- F. For breach or violation of any of the provisions in the section concerning representations and warranties, the Grantor may Terminate the Agreement 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 Grantee or Grantee Parties or any third party.
- G. Upon Termination of the Agreement, 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 Agreement shall survive such Termination to the extent not otherwise limited in the Agreement and without each one of them having to be specifically mentioned in the Agreement.
- H. Termination of the Agreement pursuant to this section shall not be deemed to be a breach of contract by the Grantor.
- I. Remedies Not Involving Termination. The Grantor, in its discretion, may exercise one or more of the following additional remedies:
 - i. Suspend Performance
Suspend Grantee's Performance with respect to all or any portion of the Work pending corrective action as specified by the Grantor without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in

accordance with the Grantor's directive, and the Grantor shall not be liable for costs incurred by Grantee after the suspension of performance.

- ii. **Withhold Payment**
Withhold payment to Grantee until Grantee corrects its Work.
- iii. **Deny Payment**
Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.
- iv. **Removal**
Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the Grantor deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the Grantor to be contrary to the public interest or the Grantor's best interest.

13. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement, which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the Grantor and a senior manager designated by Grantee for resolution.

14. NOTICE

Unless otherwise expressly provided to the contrary, any other notice provided under this Grant shall be in writing and may be delivered personally or by certified mail, recognized overnight courier, or e-mail in the manner set forth in this section. All notices shall be effective if delivered to the following addresses:

Grantor:	Department of Emergency Services & Public Protection 1111 Country Club Road Middletown, CT 06457 Attention: Aimee P. Plourde, Chief of Fiscal Services Email: Aimee.Plourde@ct.gov Email: despp.autotheftgrant@ct.gov
Grantee:	City or Town Address City, State, Zip Chief Elected Official Name Phone Number E-mail

15. RIGHTS IN DATA AND OTHER INFORMATION

A. Data Exclusive Property of the State

Grantee shall not use, willingly allow, cause or permit Work Product, Data, Records or State materials to be used for any purpose other than the Performance of Grantee's obligations in this Agreement without the prior written consent of the Grantor. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product, Data, Records and State materials to the Grantor in a form and manner as directed by the Grantor.

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B. Assignment

Grantee shall assign any necessary software licensing agreements or other related contracts to Grantor or its designee if Grantee ceases to do business or is dissolved, and shall work with Grantor to ensure a seamless transition for the management and administration of the Work and Deliverables.

16. GENERAL PROVISIONS

A. ARPA Federal Provisions & Requirements

Grantee shall comply with all the federal requirements set forth in Exhibits C (Federal Provisions) and D (Agreement with Subrecipient of Federal Recovery Funds).

If Grantee hires any subcontractor to assist or carry out part of the Agreement, Grantee shall incorporate Exhibit F (Contractor Terms) into the resulting contract.

If ARPA funding is to be made to an Eligible Beneficiary to carry out part of this Agreement, Grantee shall have the Eligible Beneficiary complete the form set forth in Exhibit G (Beneficiary Attestation Form) and maintain the record in accordance with § 7.A.

B. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the Grantor. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the Grantor shall be subject to the provisions of this Agreement.

C. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the Grantor or the Grantee unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

D. Fiscal Control

The Grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of Grant Funds. The Grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, Grant Funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to ensure that expenditures charged to grant activities are made for allowable purposes only.

E. Labor and Personnel

i. At all times, Grantee shall utilize approved, qualified personnel and any State approved subcontractors necessary to perform the services under this Agreement. Grantee shall advise the Grantor promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Grantee involving Grantee's employees or subcontractors or subrecipients which may reasonably be expected to affect Grantee's performance of services under this Agreement. The Grantor may then, at its option, ask Grantee to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the Grantor to provide the services otherwise performable by Grantee hereunder. The Grantee will be responsible to the Grantor for any economic detriment caused the Grantor by such subcontract arrangement.

ii. Grantee shall, if requested to do so by the Grantor, reassign from the Grantor's account any employee or authorized representatives whom the Grantor, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, the

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Grantor shall give ten (10) Business Days notice to Grantee of the Grantor's desire for such reassignment. Grantee will then have five (5) Business Days to investigate the situation and attempt, if it so desires, to satisfy the Grantor that the employee should not be reassigned; however, the Grantor's decision in its sole discretion after such five (5) Business Day period shall be final. Should the Grantor still desire reassignment, then five (5) Business Days thereafter, or ten (10) Business Days from the date of the notice of reassignment, the employee shall be reassigned from the Grantor's account.

F. Revised Budget

As set forth in **Exhibit B** (Payment Terms and Provisions and Budget), the approved Budget may be modified at the request of the Grantee if such request is approved in writing by the Grantor. Approval by the Grantor of any modification to the Budget shall not constitute or imply a revision of the Agreement Maximum Amount. Cash requests will be withheld until the revision is received and approved.

G. Audits

- i. In accordance with the following conditions, the Grantee agrees to have conducted audits of each of the fiscal years included in the period of this Agreement and any amendments thereto.
- ii. If the Agreement meets the audit requirements of OMB Circular A-133, Audits of State and Local Governments and Non-Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Auditing Standards Generally Accepted In the United States of America, Government Auditing Standards issued by the Comptroller General of the United States, as well as OMB Circular A-133 and 2 CFR Part 200, Subpart F Audit Requirements. This circular requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of \$750,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee expended Financial Assistance under only one federal program during its fiscal year. For audit purposes, State or Grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted to the Federal Audit Clearinghouse by the earlier of thirty (30) calendar days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.
- iii. Any Grantee financial audit report or Single Audit report must be submitted electronically on OPM's Electronic Audit Reporting System (EARS) at the web address indicated below and also sent to the Grantor Agency as provided in § 14 (Notice) of this Agreement. Independent auditors are to electronically file the audit report packages of their clients on EARS and with the Grantor agency.

Web address: <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>

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H. Unexpended Funds and or Disallowed Costs

If project costs are less than the Agreement, and or any project costs have been disallowed, the Grantee shall return or forfeit the unexpended/disallowed funds to Grantor as provided in the Agreement.

I. Grant Extensions

No extensions to the end date of a grant shall be made if an Agreement's end date has already passed or an extension is prohibited by ARPA.

J. Subrecipients and Subcontractors

Grantee shall not enter into any subgrant or Subcontract in connection with its obligations under this Agreement without the prior, written approval of the Grantor. Grantee shall submit to the Grantor a copy of each such subgrant or Subcontract upon request by the Grantor. All subgrants and Subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Connecticut, and shall be subject to all provisions of this Agreement. *If the entity with whom Grantee enters into a subgrant would also be considered a Subrecipient, then the subgrant entered into by Grantee shall also contain provisions set forth in Exhibits C and D permitting both Grantee and the Grantor to perform all monitoring of that subgrant in accordance with the UST Uniform Guidance.*

K. Binding Effect

Except as otherwise provided in § 16.B (General Conditions), all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

L. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

M. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

N. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

O. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

P. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Connecticut law, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

Q. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Connecticut State law and State fiscal rules, and, if applicable approved by the Connecticut Attorney General.

R. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State fiscal rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Agreement Effective Date.

S. External Terms and Conditions

Notwithstanding anything to the contrary herein, the Grantor shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

T. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

U. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

V. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State sales and use taxes under C.G.S. § 12-412(1), (CERT -134 Exempt Purchases by Qualifying Governmental Agencies – Connecticut Department of Revenue Services Form). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

W. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in § 16.B (General Conditions), this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

X. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Y. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

Z. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Agreement Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

AA. Indemnification

See § 17. D.

BB. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

CC. Accessibility

Grantee shall comply with, and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of the Accessibility Standards for Individuals with a Disability.

17. **CONNECTICUT SPECIAL PROVISIONS**

A. Nondiscrimination and Affirmative Action

i. Definitions

- a. "Commission" means the Commission on Human Rights and Opportunities;
- b. "Contract" and "contract" means this Agreement and includes any extension or modification of the Contract or contract;
- c. "Contractor" and "contractor" means Grantee and includes any successors or assigns of the Contractor or contractor;
- d. "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;
- e. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations
- f. "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;
- g. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- h. "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;
- i. "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

- j. "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).

- ii. (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.
- iii. 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.
- iv. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- v. 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.

- vi. 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.
- vii. (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.
- viii. 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.
- ix. 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:

B. Executive Orders and Other Enactments

- i. All references in this Agreement 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 Agreement at any time during its term, or that may be made applicable to the Agreement during its term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the

Grantee is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or Grantor's authority to require compliance with the Enactments.

- ii. This Agreement 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 Agreement as if they had been fully set forth in it.
- iii. This Agreement 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; (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 Department of Administrative Services 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 Agreement as if fully set forth in it.

C. HIPAA

[] Grantor check box if the section is not applicable to the Agreement;
(Instructions – Grantor must add State HIPAA boilerplate if applicable to Agreement).

D. Indemnification

- i. The Grantee 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 Agreement, including the acts of commission or omission (collectively, the "Acts") of the Grantee or Grantee's 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 Agreement. The Grantee shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. The Grantee'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 Grantor'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.
- ii. The Grantee shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- iii. The Grantee shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Grantee or any Grantee Parties. The State shall give the Grantee reasonable notice of any such Claims.
- iv. The Grantee's duties under this Section shall remain fully in effect and binding in accordance with the terms of the Agreement, without being lessened or compromised in any way, even where the Grantee 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.
- v. The Grantee shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. To the extent applicable, the Grantee shall cause the State 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 Grantor all in an electronic format acceptable to Grantor prior to the Agreement Effective Date of the Agreement evidencing that

the State is an additional insured. The Grantee shall not begin Performance until the delivery of these 3 documents to Grantor. Grantee shall provide an annual electronic update of the 3 documents to Grantor or before each anniversary of the Agreement Effective Date during the Agreement term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.

- vi. **This Section shall survive the Termination of the Agreement and shall not be limited by reason of any insurance coverage.**

E. **Municipal Public Works Contracts and Quasi-Public Agency Projects Funded in Whole or Part by the State in Excess of \$50,000**

Municipalities awarding municipal public works contracts and quasi-public agencies entering into contracts for quasi-public agency projects, funded in whole or part with Grant Funds awarded pursuant to this agreement, shall adhere to the requirements of Connecticut General Statutes §§ 4a-60, 4a-60a, 4a-60g, 46a-56, 46a-68c, 46a-68d, 46a-68g, and 46a-86 relating, but not limited to: nondiscrimination, affirmative action, and the set-aside program for small contractors and minority business enterprises. "Municipal Public Works Contract" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(14) and "Quasi Public Agency Project" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(15).

F. **Whistleblowing & Retaliation**

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 Grantee takes or threatens to take any personnel action against any employee of the Grantee in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Connecticut Auditors of Public Accounts or the Connecticut Attorney General under the provisions of subsection (a) of such statute, the Grantee shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent 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 Connecticut 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 subsection (f) of 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.

G. **Campaign Contribution and Solicitation Prohibitions**

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.

H. **Large State Construction or Procurement Contract**

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the Grantor has provided to the Grantee the summary of State ethics laws developed by the Office of State Ethics 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 Grantee 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 Grantee 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.

I. Freedom of Information Act.

The Grantor is a "public agency" for purposes of FOIA. Accordingly, this Agreement and any correspondence, documents or other information delivered to the Grantor in connection therewith will be considered public records and will be subject to disclosure under FOIA. Under Connecticut General Statutes § 1-210(b), FOIA includes exemptions for "trade secrets" and "commercial or financial information given in confidence, not required by statute", but only the particular information falling within one of these exemptions can be withheld by the Grantor if the Grantor receives a FOIA request that encompasses such information. In particular, Grantee should be aware that:

- i. The State has no obligation to notify the Grantee of any FOIA request received by the State.
- ii. The State may disclose materials claimed to be exempt if in its judgment such materials do not appear to fall within a statutory exemption.
- iii. The State shall use all reasonable efforts to notify Grantee of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed by Grantee, but the State has no obligation to initiate, prosecute or defend any legal proceeding or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to a FOIA request.
- iv. Grantee will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding.
- v. In no event shall the State or any of its officers, directors, or employees have any liability for the disclosure of documents or information in the State's possession where the State, or such officer, director, or employee, in good faith believes the disclosure to be required under FOIA or other law.
- vi. If the Grantee receives any freedom of information request, subpoena, notice or other request for any of the Data, records, deliverables, or documentation relating to this Agreement, Grantee shall notify the Grantor of such requests within three (3) Business Days, but Grantee has no obligation to initiate, prosecute or defend any legal proceeding or to seek to secure any protective order or other relief to prevent disclosure of any information.
- vii. To the extent that any other provision or part of the Agreement conflicts or is in any way inconsistent with this section, this section controls and the conflicting provision or part shall not be given effect.

J. Disclosure of Records.

This Agreement 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

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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.

K. Grantee's Representations and Warranties

- i. Grantee represents and warrants to the Grantor that:
 - a. The execution and delivery of this Agreement is within the power and authority of Grantee and is not in contravention of any law, organizational document, bylaw, agreement or undertaking to which Grantee is a party and no consent, license or approval is or will be necessary for the valid execution and delivery of this Agreement;
 - b. Grantee is duly and validly existing under the laws of its respective state of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Agreement. Further, as appropriate, it has taken all necessary action to authorize the execution, delivery and performance of the bid and the Agreement and has the power and authority to execute, deliver and perform its obligations under the Agreement;
 - c. Grantee shall comply with all applicable State and Federal laws in satisfying its obligations to the Grantor under and pursuant to the Agreement, including, but not limited to (i) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics, (ii) all applicable federal ethics rules and requirements, (iii) Title 4a concerning State purchasing, and (iv) all information technology protocols;
 - d. The execution, delivery and performance of the Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) an Event of Default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or the State; or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - e. Grantee has all permits, licenses, franchises and other similar authorizations necessary for its Performance under this Agreement and is not aware of any state of facts that would make it impossible or impractical to obtain any similar authorization necessary for such performance. Grantee is not in violation, nor will the Agreement cause a violation of the terms or provisions of any such franchise, permit, license or similar authorization;
 - f. Grantee warrants that the deliverables will fully comply with the Agreement and will be performed with reasonable care in a diligent, workmanlike and competent manner that shall comply with all federal, state and local laws, regulations, mandates and/or requirements, and Grantee shall cure defects, if any, in a reasonable time;
 - g. Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - h. Grantee has no pending claims, actions, suits, proceedings pending against it for any security breaches, data breaches, commingling of data, improper or illegal use of client data or software licensing violations;
 - i. As applicable, Grantee has not, within the three (3) years preceding the Agreement, in any of its current or former jobs, been convicted of, or had a civil judgment rendered against it or against any person who would perform under the Agreement, 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;
 - j. Grantee is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

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- k. Grantee has not within the three (3) years preceding the Agreement had one or more contracts with any governmental entity terminated;
- l. Grantee has not employed an employee who has been determined to be a source for any security breach;
- m. Grantee has not employed or retained any entity or person, other than a bonafide employee working solely for it, to solicit or secure the Agreement and it has not paid or agreed to pay any entity or person, other than a bonafide employee working solely for it, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Agreement or any assignments made in accordance with the Terms of the Agreement;
- n. To the best of its knowledge, there are no Claims involving Grantee or Grantee's 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 the Agreement;
- o. Grantee shall disclose, to the best of its knowledge, to the Grantor in writing any Claims involving it that might reasonably be expected to materially adversely affect its businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Agreement, 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 Grantee's obligation to disclose any Claims to the State, the ten (10) calendar days in the section of this Agreement concerning Disclosure of Grantee's Parties litigation shall run consecutively with the ten (10) calendar days provided for in this representation and warranty;
- p. There is no action, lawsuit, proceeding or investigation at law, in equity, or before any court, public board, arbitrator, or body, pending or, to Grantee's knowledge, threatened against or affecting it, which could or might materially adversely affect its obligations hereunder or any of the transactions contemplated hereunder;
- q. Grantee's participation in the procurement process, if applicable, or the Agreement Award 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 or the applicable federal ethics code requirements;
- r. The Agreement was not made with collusion or fraud;
- s. Grantee shall obtain in a written acknowledgement all of the representations and warranties in this section from any Grantee's Parties and require that such representations and warranties be included in any contracts and purchase orders with such Grantee's Parties;
- t. Grantee has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- u. Grantee has a record of compliance with Occupational Safety and Health Administration ("OSHA") regulations without any unabated, willful or serious violations;
- v. Grantee owes no unemployment compensation contributions;
- w. Grantee is not delinquent in the payment of any taxes owed or, it has filed a sales tax security bond, and it has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes;
- x. All of Grantee's vehicles have current registrations and, unless such vehicles are no longer in service, it shall not allow any such registrations to lapse;
- y. Grantee has vested plenary authority to bind the Grantor's Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Agreement and that all appropriate parties shall also provide, no later than fifteen (15) calendar days after receiving a request from the Grantor, such information as the Grantor may require to evidence, in the Grantor's sole determination, compliance with this section;

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- z. Grantee either owns or has the authority to use all Title of and to all relevant software, and such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- aa. Grantee's Platform does not (a) infringe or misappropriate any patent, trade secret or other intellectual property rights of a third party; or (b) violate any law, statute, ordinance or regulation;
- bb. Grantee has entered into license agreements which permit Grantee to use third-party software and any subcontractor's software, and to permit the Grantor and third parties to use such third-party software and any subcontractor's software, as expressly permitted under this Agreement; and;
- cc. Grantor's use of any software shall not infringe or misappropriate any patent, trade secret or other intellectual property rights of a third party.

L. Access to Contract and Data

The Grantee shall provide to the Grantor access to any data, as defined in C.G.S. § 4e-1, concerning the Agreement and Grantor that are in the possession or control of the Grantee upon demand and shall provide the data to Grantor in a format prescribed by Grantee and the State Auditors of Public Accounts at no additional cost.

M. State Single Audit

For purposes of this paragraph, the word "Grantee" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The Grantee shall provide for an annual financial audit acceptable to the Grantor for any expenditure of state-awarded funds made by the Grantee. 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 Grantee will comply with federal and state single audit standards as applicable.

If the Grantee meets the requirements of the State Single Audit Act, C.G.S. §§ 4-230 through 4-236, as amended, the Grantee's independent auditor is required to submit a State Single Audit Report to Grantor. C.G.S. § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from Grantor for this Agreement and it is the only State Financial Assistance that the Grantee has expended during its fiscal year. The State Single Audit Report or Program-Specific Audit Report, including the management letter and corrective action plan, if applicable, should be uploaded by the Grantee's independent auditor to the State of Connecticut Office of Policy and Management's Electronic Audit Reporting System (EARS) website no later than six months after the end of the audit period (Web address: <https://www.appsvcs.opm.ct.gov/Auditing/Home.aspx>) and a copy shall be given to the Grantor agency. The Grantee shall submit one hard copy of the State Single Audit Report or Program-Specific Audit Report, including the management letter and corrective action plan, if applicable, to the Office of Policy and Management / Office of Finance no later than six months after the end of the audit period. The Grantee shall also submit Form DE-2017 Supplement to the Audit Report, Detail of Grantor Expenditures to the Grantor Business Office by email no later than 3 months after the end of the audit period.

N. Additional Restrictions on Use of Federal Funds

- i. Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.
- ii. The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

O. Forum and Choice of Law

The parties deem the Agreement 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 Agreement 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 Grantee 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.

P. Sovereign Immunity

The parties acknowledge and agree that nothing in the Agreement 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 Agreement. To the extent that this section conflicts with any other Section, this Section shall govern.

Q. Requirements for Nonprofit Organizations

If the Grantee is a nonprofit organization, the Grantee agrees to maintain its 501(c)(3) status and to maintain up-to-date annual filings as follows: (1) Certificate of Legal Existence with the Connecticut Secretary of the State; (2) Charitable Organization Registration with the Connecticut Department of Consumer Protection, unless exempted by Connecticut General Statutes § 21a-190d; and (3) Return of Organization Exempt Form Income Tax (Form 990) with the Internal Revenue Service. At Grantor's request, the Grantee shall provide Grantor with documentation pertaining to Grantee's 501(c)(3) and or annual filings.

R. Independent Contractor

The Grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all its subcontractors or subgrantors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the Grantee shall notify Grantor of the subgrantee or Subcontractor's identity.

S. Prohibited Terms

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of the state's sovereign immunity.

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T. Software Piracy Prohibition

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

U. Vendor Offset and Erroneous Payments

[Not applicable to intergovernmental agreements] Subject to state statute, the State may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other allowed charges; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other Agreements, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

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**EXHIBIT A
STATEMENT OF WORK**

Grantee has experienced a surge of individuals committing auto theft and other crimes related to auto theft within the limits of grantee's municipality. The funds will be distributed to the cities and suburbs as a "hub and spoke" approach to reduce these types of crimes. The following municipalities are known as "Hubs": Bridgeport, Hartford, Meriden, New Britain, New Haven, New London, Stamford, and Waterbury. Surrounding these eight Hub municipalities will be "Spoke" towns that include a total of 50 cities and towns. Funding will pay for increased police patrols to help deter these criminal acts from taking place. The main goal of the auto theft and violence funding is to reduce auto theft and violent crimes associated with auto theft in Connecticut's communities. Specifically, the communities that have seen a large uptick in auto theft and violent crime since the start COVID-19 pandemic.

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**EXHIBIT B
PAYMENT TERMS AND PROVISIONS
AND BUDGET**

Budget Item	Amount \$	Notes/Comments
Overtime (Salary & Fringe)	\$35,000.00	Used to increase proactive, marked & unmarked patrols as well as criminal investigations into suspects.

Budget Total:

\$35,000.00

 \$35,000 max

EXHIBIT C
FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS

- 1.1. The Agreement to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Agreement, or any attachments or exhibits incorporated into and made a part of the Agreement, the provisions of these Federal Provisions shall control.
- 1.2. The State of Connecticut is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in § 2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Connecticut agency or institutions of higher education.

2. DEFINITIONS

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Agreement setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR § 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
 - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available www.treasury.gov
 - 2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR § 200.1
 - 2.1.6. "Grant" means the Agreement or Grant to which these Federal Provisions are attached.
 - 2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
 - 2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Connecticut State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR § 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR § 52.204-10, as prescribed in 48 CFR § 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by § 6202 of Public Law 110-252.

- 2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. "Unique Entity ID Number" means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity. Information on UEIs can be found at: sam.gov/content/duns-uei.

3. COMPLIANCE

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Connecticut, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. UEI. Grantee shall provide its UEI number to its Prime Recipient, and shall update Grantee's information in SAM at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

5. TOTAL COMPENSATION

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
- 5.1.2. In the preceding fiscal year, Grantee received:
- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING

- 7.1. Reporting requirements in § 8 below apply to all awards made under SLFRF. If the total award is \$50,000 and above, the award is subject to FFATA reporting which will be completed by UST.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS

- 8.1. Grantee shall report as set forth below. Reports are expected to align with a single expenditure category (e.g., EC 2.34).
 - 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit E to report to the Grantor. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health**All Public Health Projects (1.1 through 1.14)**

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure (from list of enumerated uses in Treasury guidance)
 - iv. Written justification (Required when total project cost is \$1 million or more)
 - v. Labor reporting (Required when total project cost is \$10 million or more)

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts**All Negative Economic Impacts Projects (2.1 through 2.37)**

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure (from list of enumerated uses in the Treasury guidance)

- iv. Written justification (Required when total project cost is \$1 million or more)
- v. Labor reporting (Required when total project cost is \$10 million or more)

Household Assistance (2.1, 2.3-2.8)

- a) Number of households served

Assistance to Unemployed or Underemployed Workers (2.10)

- a) Number of workers enrolled in sectoral job training programs
- b) Number of workers completing sectoral job training programs
- c) Number of people participating in summer youth employment programs

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning (*Federal guidance may change this requirement in July 2022*)
- b) Number of families served by home visiting (*Federal guidance may change this requirement in July 2022*)

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs (*Federal guidance may change this requirement in July 2022*)

Housing Support (2.2, 2.15-2.18)

- a) Number of people or households receiving eviction prevention services (*Federal guidance may change this requirement in July 2022*)
- b) Number of affordable housing units preserved or developed (*Federal guidance may change this requirement in July 2022*)

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

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All Infrastructure Projects

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report
 - ii. Project labor agreement certification or project workforce continuity plan
 - iii. Prioritization of local hires
 - iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
 - iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas

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that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five calendar days after the end of the month following the month in which the Subaward was made.

- 8.1.2.1. Subrecipient UEI Number;
- 8.1.2.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;
- 8.1.2.3. Subrecipient parent's organization UEI Number;
- 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

- 8.1.3.1. Subrecipient's UEI Number as registered in SAM.
- 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
- 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.
- 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.
- 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

- 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
- 8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).
- 8.1.3.7.1. For projects over \$10 million:
- 8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Act"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.
- 8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. § 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.
- 8.1.3.7.1.3. Whether the project prioritizes local hires.
- 8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

- 8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, and the State of Connecticut Office of Policy and Management. The State of Connecticut may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via an amendment.

9. PROCUREMENT STANDARDS

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR §§ 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR § 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR § 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the federal Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR § 200.501.
- 11.1.1. Election. A Subrecipient shall have a Single Audit conducted in accordance with Uniform Guidance 2 CFR § 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR § 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

- 11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR § 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.
- 12.1.1. [Applicable to federally assisted construction Agreements.] **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148).
- 12.1.3. **Rights to Inventions Made Under a grant or agreement.** If the Federal Award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. **Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.** Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** An award or contract (see 2 CFR § 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).** Contractors that apply or bid for an award exceeding \$100,000 must 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 Agreement, grant or any other award covered by 31 U.S.C. § 1352. Each tier must 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 non-Federal award.

- 12.1.7. Never Agreement with the enemy (2 CFR § 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 200.216). Grantee is prohibited from obligating or expending loan or Grant Funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR § 200.216.
- 12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d, *et seq.*), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS

- 13.1. Subrecipient Certification. Subrecipient shall sign a "State of Connecticut Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit D and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR § 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR § 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Connecticut may terminate the Grant upon thirty (30) calendar days prior written notice if the default remains uncured five calendar days following the termination of the thirty (30) day notice period. This remedy will be in addition to any other remedy available to the State of Connecticut under the Grant, at law or in equity.
- 15.2. Termination (2 CFR § 200.340). The Federal Award may be terminated in whole or in part as follows:
- 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

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- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

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Exhibit D
AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the "SSA"), as added by section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury ("Treasury") to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Connecticut has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the SSA and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20__.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires

**AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS**

- 1) Use of Funds
 - a) Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the "SSA"), as added by section 9901 of the American Rescue Plan Act ("ARPA"), Pub. L. No. 117-2 (March 11, 2021), and Treasury's regulations implementing that section and guidance.
 - b) Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 2) Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.
- 3) Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the State of Connecticut Office of Policy and Management. The State will provide notice of such additional reporting requirements via an amendment
- 4) Maintenance of and Access to Records
 - a) Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the SSA, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b) The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c) Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 5) Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 6) Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the UST and the State of Connecticut Office of Policy and Management.
- 7) Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
- 8) Conflicts of Interest. The State of Connecticut understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of Policy and Management or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of Policy and Management shall disclose such conflict to Treasury.

9) Compliance with Applicable Law and Regulations.

- a) Subrecipient agrees to comply with the requirements of section 602 of the SSA, regulations adopted by Treasury pursuant to section 602(f) of the SSA, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b) Federal regulations applicable to this award include, without limitation, the following:
- i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the federal Single Audit Act, shall apply to this award.
 - ii) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv) OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v) Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi) Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii) New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix) Generally applicable federal environmental laws and regulations.
- c) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - iv) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10) Remedial Actions. In the event of Subrecipient’s noncompliance with section 602 of the SSA, other applicable

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laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the SSA regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the SSA and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the SSA, as applicable.

- 11) Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 12) False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law
- 13) Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0128 awarded to the State of Connecticut by the U.S. Department of the Treasury."
- 14) Debts Owed the Federal Government
 - a) Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the SSA and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
 - b) Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
- 15) Disclaimer.
 - a) The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
 - b) The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient
- 16) Protections for Whistleblowers.
 - a) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

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- b) The list of persons and entities referenced in the paragraph above includes the following:
 - i) A member of Congress or a representative of a committee of Congress;
 - ii) An Inspector General;
 - iii) The Government Accountability Office;
 - iv) A Treasury employee responsible for Agreement or grant oversight or management;
 - v) An authorized official of the Department of Justice or other law enforcement agency;
 - vi) A court or grand jury; or
 - vii) A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - c) Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 17) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 18) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI

of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42

U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

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EXHIBIT E
SLFRF SUBRECIPIENT REPORT

1. SLFRF SUBRECIPIENT FISCAL REPORT WORKBOOK

- 1.1 A fiscal reporting template shall be used to monitor payments and progress associated with designated line items and deliverables. This template is included as an attachment with the Grant Agreement.

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**EXHIBIT F
CONTRACTOR TERMS**

- 1) Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant:
 - a) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - b) Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
 - c) Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.
 - d) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
 - e) Debarment and Suspension (Executive Orders 12549 and 12689). An award or contract (see 2 CFR § 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - f) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must 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 Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must 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 non-Federal award.
 - g) Never Agreement with the enemy (2 CFR § 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
 - h) Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR § 200.216). Grantee is prohibited from obligating or expending loan or Grant Funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.
 - i) Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from

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excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d, *et seq.*), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

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EXHIBIT G
AMERICAN RESCUE PLAN ACT – STATE FISCAL RECOVERY FUNDS PROGRAM:
BENEFICIARY ATTESTATION FORM

The funding provided to you as an eligible beneficiary is supported, in whole or in part, by federal award number SLFRP0128 awarded to the State of Connecticut by the U.S. Department of the Treasury State and local Fiscal Recovery Funds Program as authorized by the American Rescue Plan Act.

THE STATE AND LOCAL FISCAL RECOVERY FUNDS PROGRAM AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT PROVIDES FUNDING TO SUPPORT URGENT COVID-19 RESPONSE EFFORTS TO CONTINUE TO DECREASE SPREAD OF THE VIRUS AND BRING THE PANDEMIC UNDER CONTROL; REPLACE LOST REVENUE FOR ELIGIBLE STATE, LOCAL, TERRITORIAL, AND TRIBAL GOVERNMENTS TO STRENGTHEN SUPPORT FOR VITAL PUBLIC SERVICES AND HELP RETAIN JOBS; SUPPORT IMMEDIATE ECONOMIC STABILIZATION FOR HOUSEHOLDS AND BUSINESSES; TO MAKE NECESSARY INVESTMENTS IN WATER, SEWER, AND BROADBAND INFRASTRUCTURE; AND COVER THE COST OF OTHER ELIGIBLE ACTIVITIES.

Program Description: Sec. 78. (NEW) (Effective from passage) On and after July 1, 2022, the Department of Emergency Services and Public Protection shall, within available resources, administer a grant program to provide grants-in aid to eligible municipalities for Strategic deployment of traffic unit enforcement teams to conduct strict speed enforcement in designated areas that have demonstrated a statistical increase in the number or severity of roadway collisions. Any municipality that has a population of less than twenty-five thousand that has a law enforcement unit or resident state trooper may apply for such grants in such manner as the department prescribes. The department shall award grants of up to five thousand dollars to eligible municipalities and may award not more than a total of ten grants to any such municipality. The department shall continue to award grants until all resources dedicated to such grant program have been expended.

State Agency Contact information:
Department of Emergency Services & Public Protection
1111 Country Club Road
Middletown, CT 06457
Attention: Aimee P. Plourde, Chief of Fiscal Services
Email: Aimee.Plourde@ct.gov
Email: despp.autotheftgrant@ct.gov

[] Check here to certify: I have read this form and hereby attest, as an authorized representative of [insert entity legal name here], that [insert entity legal name here] meets the requirements for an eligible beneficiary. I understand that providing false or misleading information may subject [insert entity legal name here] to recoupment of funds up to the amount received.

Signature _____ Date _____

Print Name _____

Entity Legal Name _____

Address _____

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RESOLUTION RE: STATE OF CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION, DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY

CERTIFICATION:

I, Karen Fortunati, City Clerk of the City of Milford, do hereby certify that the following is a true and correct copy of a resolution adopted by Board of Aldermen at its duly called and held meeting on June 5, 2023, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the City of Milford may enter into with and deliver to the State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Richard M. Smith, as Mayor of the City of Milford, is authorized and directed to execute and deliver any and all documents on behalf of the City of Milford and to do and perform all acts and things which he/she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

The undersigned further certifies that Richard M. Smith now holds the office of Mayor and that he/she has held that office since May 1, 2023.

IN WITNESS WHEREOF: The undersigned has executed this certificate this _____ day of June, 2023.

SEAL

ATTESTS:

Karen Fortunati
City Clerk

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FFY 2022 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:	Douglas A. Edo
Municipality Name:	MILFORD
Town CEO Name:	Richard M. Smith
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:	Douglas A. Edo EMD/Fire Chief
Address:	72 New Haven Ave.
Email:	dedo@milfordct.gov
Phone:	203-874-6321
Fax:	203-783-3744



**FFY 2022 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: MILFORD

Received by: Douglas A. Edo

For the MOA:

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

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 2022 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 2022 HSGP funds by the REPT.

(Sample attached, the Fiduciary will complete this form for custodial owners of equipment purchased under the FY 2022 Homeland Security Grant Program)

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

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

Received by: _____

Review and Signature

- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.
- 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.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2022 HSGP funds by the REPT. (Sample attached, Fiduciary will complete for custodial owners of equipment purchased under the FY 2022 Homeland Security Grant Program)

DUE DATE:

**Send to Regional Fiduciary on or before
September 30, 2023**

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2022 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 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 2022 State Homeland Security Grant Program (SHSGP), Award No. EMW-2022-SS-00057. 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. DESPP/DEMHS is retaining pass-through funds from 2022 SHSGP in the total amount of \$2,188,219.24 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. Medical Preparation and Response; 6. Citizen Corps. Program; 7. Enhancing Cybersecurity*; 8. Enhancing the Protection of Soft Targets/Crowded Places* (allocation included in REPT subgrants;); 9. Combating Domestic Violent Extremism*; 10. Enhancing election security* (allocation included in REPT subgrants;); and 11. Enhancing Community Preparedness and Resilience* (*denotes National Priority Project).
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 2, including 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. MILFORD is eligible to participate in those Federal Fiscal Year 2022 SHSGP regional allocations made through the Region 2 REPT in the amount of \$480,956.15 (\$354,371.15 for regional projects, \$29,085 for soft target projects, \$10,000 for election security projects and an additional \$87,500 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 MILFORD enter into Part I of this MOA authorizing DESPP/DEMHS to act as the agent of MILFORD and allowing DESPP/DEMHS to retain and administer grant funds provided under 2022 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 MILFORD Responsibilities.

1. DESPP/DEMHS agrees to administer the SHSGP grant funds of \$2,188,219.24 in furtherance of the eleven regional set-aside projects listed above.
MILFORD agrees to allow DESPP/DEMHS to provide financial and programmatic oversight of the \$2,188,219.24 for the purpose of supporting the allocations and uses of funds under the

2022 SHSGP consistent with the 2022 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. 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 MILFORD _____ Responsibilities.

MILFORD _____ also agrees to allow the Lower CT River Valley COG to provide financial and programmatic oversight of the Federal Fiscal Year 2022 regional allocation in the amount of \$480,956.15 (\$354,371.15 for regional projects, \$29,085 for soft target projects, \$10,000 for election security projects and an additional \$87,500 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), the municipality 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. MILFORD _____ has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf 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 MILFORD _____ may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2022 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 1 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 2022;

B. Purpose.

DESPP/DEMHS, the Region 2 REPT, Lower CT River Valley COG (Fiduciary), and MILFORD _____, enter into Part II of this MOA regarding asset(s) for which MILFORD _____ agrees to be the custodial owner, and which are described in the approved 2022 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 MILFORD may be made after the execution of this agreement and that Appendix A shall be completed accordingly. 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 MILFORD.
- 4. Responsibilities of Custodial Owner**
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, MILFORD agrees:
- To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
 - To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of MILFORD's municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
 - 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;
 - 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;
 - 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;
 - 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.
 - To maintain all necessary insurance regarding the asset(s) and their use;
 - To cooperate with any state or federal audit of the asset(s) and/or their use;
 - To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
 - 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;
 - That all maintenance and operations of the asset(s) by MILFORD shall conform to the manufacturer's recommendations. If appropriate, MILFORD shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents 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), MILFORD is furthering regional collaboration and mutual aid on behalf of all of the members of Region 2.

6. Assignment of Asset(s).

If 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 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

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	
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)	
MILFORD	
Name & Title: Douglas A. Edoe EMD/Fire Chief	
Address: 72 New Haven Ave.	
Email Address: dedo@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 MILFORD _____

By: _____ Date: _____
 Its Chief Executive Officer
 Duly Authorized
 Typed Name & Title: Richard M. Smith 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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MEMORANDUM OF AGREEMENT

REGARDING USE OF
FEDERAL FISCAL YEAR 2022 STATE HOMELAND SECURITY
GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL
ASSETS IN DEMHS REGION

AMENDMENT TO APPENDIX A

FOR THE

Equipment Description

THE

By:

Its Chief Executive Officer Duly Authorized

Date: _____

Typed Name & Title: Richard M. Smith

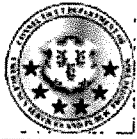
Mayor

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

By:

Brenda M. Bergeron
Deputy Commissioner
Duly Authorized

Date: _____



**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.

- 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

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.

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

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

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

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.

- 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

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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.

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Appendix C

FY 2023 DHS Standard Terms and Conditions

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.

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.

A. 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. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. 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

FY 2023 DHS Standard Terms and Conditions

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.

C. Standard Terms & Conditions

I. 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.

II. 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.

III. Age Discrimination Act of 1975

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, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. 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. §§ 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.

V. 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.

VI. 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. § 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.

VII. 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

FY 2023 DHS Standard Terms and Conditions

therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 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.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 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.

IX. 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.

X. 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. §§ 8101-8106).

XI. 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 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.

XII. 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. § 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.

XIII. 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.

FY 2023 DHS Standard Terms and Conditions

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 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.

XXIII. 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. § 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 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. § 401.14.

XXVIII. 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. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection 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.

XXIX. 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. § 794,) which provides

FY 2023 DHS Standard Terms and Conditions

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.

XXX. 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.

XXXI. 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.

XXXII. 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.

FY 2023 DHS Standard Terms and Conditions

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.

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.

XXXIII. 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.

XXXIV. 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.

XXXV. 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. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

FY 2023 DHS Standard Terms and Conditions

XXXVI. 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.

XXXVII. 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. §§ 175–175c.

XXXVIII. 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.

XXXIX. Whistleblower Protection Act

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

City of Milford

City Hall, 110 River Street, Milford, CT 06460

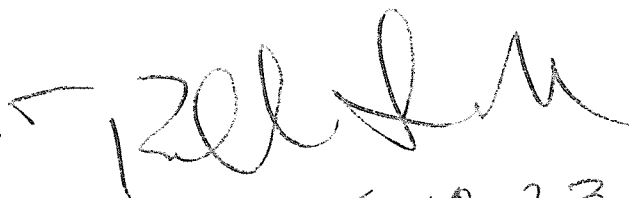
Phone 203 783 3201, Fax 203 783 3329

Website www.ci.milford.ct.us

E-mail mayor@ci.milford.ct.us

Memorandum

To: Board of Finance
From: Richard M. Smith, Mayor
Date: May 17, 2023
Re: Budget Memo Transfers


 5-18-23

I hereby recommend approval of Budget Memo Transfers #9 and #10, Fund 1005. Meeting to take place on Monday, May 22, 2023, 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 2022/2023
JUSTIFICATIONS**

1. To purchase contractually agreed upon Uniforms and Weather Gear for Highway/Parks crew.
2. To cover increased expenses in Highway/Parks related to the upkeep of trees, shrubs and lawns.
3. To cover expenses in Highway/Parks related to Recreational Areas.



City of Milford, Connecticut

- Founded 1639 -
70 West River Street - Milford, CT 06460-3317
Tel 203-783-3217 FAX 203-783-3362

Office of
Tax Collector

11 a.

To: Board of Aldermen

From: Cory Gumbrewicz
Tax Collector

Date: June 5, 2023

Re: Refunds

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

The Total Refunds for the June 5, 2023 meeting is \$68,211.23. 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 - 24684
 Detail Report in Sequential Order
 Interest Date 6/05/2023 Receipt Date 6/05/2023

<u>Seq</u>	<u>List</u>	<u>Year</u>	<u>TY</u>	<u>Name</u>	<u>Principal</u> <u>Paid</u>	<u>Interest</u> <u>Paid</u>	<u>Lien</u> <u>Paid</u>	<u>Fee/Bond</u> <u>Paid</u>	<u>Total</u> <u>Paid Due</u>	<u>Balance</u> <u>Due</u>
2	20533	2021	U	708 BOSTON POST ROAD LLC	-113.68	0.00	0.00	0.00	-113.68	0.00
REFUND										
Check: -113.68										
REF 708 BOSTON POST										
Total Bills: -113.68 Total Recv'd: -113.68 Change Due: 0.00										
4	501575	2021	M	ARGUST ELISE A	-36.19	0.00	0.00	0.00	-36.19	0.00
REFUND										
Check: -36.19										
REF ARGUST ELISE										
Total Bills: -36.19 Total Recv'd: -36.19 Change Due: 0.00										
5	5971	2021	R	ARMEL HARVEY E	-36.00	0.00	0.00	0.00	-36.00	0.00
REFUND										
Check: -36.00										
REF ARMEL HARVEY										
Total Bills: -36.00 Total Recv'd: -36.00 Change Due: 0.00										
6	412393	2020	M	BARBA LISA PATRICE	-3.90	0.00	0.00	0.00	-3.90	0.00
REFUND										
Check: -3.90										
REF BARBA LISA										
Total Bills: -3.90 Total Recv'd: -3.90 Change Due: 0.00										
7	712518	2018	M	BARBA LISA PATRICE	-4.33	0.00	0.00	0.00	-4.33	0.00
REFUND										
Check: -4.33										
REF BARBA LISA										
Total Bills: -8.23 Total Recv'd: -8.23 Change Due: 0.00										
8	502453	2021	M	BARBA LISA PATRICE	-9.02	0.00	0.00	0.00	-9.02	0.00
REFUND										
Check: -9.02										
REF BARBA LISA										
Total Bills: -9.02 Total Recv'd: -9.02 Change Due: 0.00										
9	503289	2021	M	BENZENBERG RALPH J	-274.22	0.00	0.00	0.00	-274.22	0.00
REFUND										
Check: -274.22										
REF BENZENBERG RALPH										
Total Bills: -274.22 Total Recv'd: -274.22 Change Due: 0.00										
10	540122	2021	M	SMITH WALTER J JR	-67.15	0.00	0.00	0.00	-67.15	0.00
REFUND										
Check: -67.15										
REF BLACK-SMITH PAM										
11	540123	2021	M	SMITH WALTER J JR	-80.48	0.00	0.00	0.00	-80.48	0.00
REFUND										
Check: -80.48										
REF BLACK-SMITH PAM										
Total Bills: -147.63 Total Recv'd: -147.63 Change Due: 0.00										

City of Milford
 Edit Daily Cash register report for Batch - 24684
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 Interest Date 6/05/2023 Receipt Date 6/05/2023

Seq	List	Year	TY	Name	Principal Paid	Interest Paid	Lien Paid	Fee/Bond Paid	Total Paid Due	Balance Due
12	503768	2021	M	BLAISDELL DEBORAH A	-522.82	0.00	0.00	0.00	-522.82	0.00
REFUND										
Check: -522.82										
REF BLAISDELL DEBORA										
Total Bills: -522.82					Total Recv'd: -522.82		Change Due: 0.00			
13	504069	2021	M	BONILLA JOSHUA M	-62.57	0.00	0.00	0.00	-62.57	0.00
REFUND										
Check: -62.57										
REF BONILLA JOSHUA										
Total Bills: -62.57					Total Recv'd: -62.57		Change Due: 0.00			
15	504496	2021	M	BRAINARD MERRITT F	-170.52	0.00	0.00	0.00	-170.52	0.00
REFUND										
Check: -170.52										
REF BRAINARD DONNA										
Total Bills: -170.52					Total Recv'd: -170.52		Change Due: 0.00			
16	504842	2021	M	BRODERICK SHANNON E	-27.00	0.00	0.00	0.00	-27.00	0.00
REFUND										
Check: -27.00										
BRODERICK SHANNON										
Total Bills: -27.00					Total Recv'd: -27.00		Change Due: 0.00			
17	504968	2021	M	BROWN MARGARET HOLLAND	-123.34	0.00	0.00	0.00	-123.34	0.00
REFUND										
Check: -123.34										
REF BROWN MARGARET										
Total Bills: -123.34					Total Recv'd: -123.34		Change Due: 0.00			
18	505910	2021	M	CAMPAGNA CHRISTINE A	-142.14	0.00	0.00	0.00	-142.14	0.00
REFUND										
Check: -142.14										
REF CAMPAGNA C										
Total Bills: -142.14					Total Recv'd: -142.14		Change Due: 0.00			
19	505913	2021	M	CAMPANELLI CHRISTOPHER	-170.69	0.00	0.00	0.00	-170.69	0.00
REFUND										
Check: -170.69										
REF CAMPANELLI LINDA										
Total Bills: -170.69					Total Recv'd: -170.69		Change Due: 0.00			
20	506433	2021	M	CARTER JEFFREY H	-315.26	0.00	0.00	0.00	-315.26	0.00
REFUND										
Check: -315.26										
REF CARTER JEFFREY										
Total Bills: -315.26					Total Recv'd: -315.26		Change Due: 0.00			

City of Milford
 Edit Daily Cash register report for Batch - 24684
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11a

Seq	List	Year	TY	Name	Principal Paid	Interest Paid	Lien Paid	Fee/Bond Paid	Total Paid Due	Balance Due
21	2976	2021	R	CASE RICHARD B	-9.00	0.00	0.00	0.00	-9.00	0.00
				REFUND						
				Check: -9.00						
				REF CASE RICHARD						
				Total Bills: -9.00	Total Recv'd: -9.00	Change Due: 0.00				
22	101235	2021	S	CCAP AUTO LEASE LTD	-383.59	0.00	0.00	0.00	-383.59	0.00
				REFUND						
				Check: -383.59						
				REF CCAP AUTO						
				Total Bills: -383.59	Total Recv'd: -383.59	Change Due: 0.00				
23	506731	2021	M	CCAP AUTO LEASE LTD	-721.17	0.00	0.00	0.00	-721.17	0.00
				REFUND						
				Check: -721.17						
				REF CCAP						
				Total Bills: -721.17	Total Recv'd: -721.17	Change Due: 0.00				
24	507192	2021	M	CHADBOURNE STEPHEN L	-25.71	0.00	0.00	0.00	-25.71	0.00
				REFUND						
				Check: -25.71						
				REF CHADBOURNE S						
				Total Bills: -25.71	Total Recv'd: -25.71	Change Due: 0.00				
25	507513	2021	M	CHIERO YVONNE M	-8.79	0.00	0.00	0.00	-8.79	0.00
				REFUND						
				Check: -8.79						
				REF CHIERO YVONNE						
				Total Bills: -8.79	Total Recv'd: -8.79	Change Due: 0.00				
26	507690	2021	M	CHUTJIAN MARTHA L	-53.30	0.00	0.00	0.00	-53.30	0.00
				REFUND						
				Check: -53.30						
				REF CHUTJIAN MARTHA						
				Total Bills: -53.30	Total Recv'd: -53.30	Change Due: 0.00				
27	2971	2021	R	CLIFFORD K MASON TRUSTEE OF THE	-153.64	0.00	0.00	0.00	-153.64	0.00
				REFUND						
				Check: -153.64						
				REF CLIFFORD MASON						
				Total Bills: -153.64	Total Recv'd: -153.64	Change Due: 0.00				
28	508192	2021	M	COLBY CHARLES DAVID	-76.48	0.00	0.00	0.00	-76.48	0.00
				REFUND						
				Check: -76.48						
				REF COLBY CHARLES						
				Total Bills: -76.48	Total Recv'd: -76.48	Change Due: 0.00				

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29	518024	2021	M	HARBOR COLEMAN J	-678.81	0.00	0.00	0.00	-678.81	0.00
				REFUND						
				Check: -678.81						
				REF COLEMAN						
30	5547	2021	R	HARBOR OLIVE &	-5,064.48	0.00	0.00	0.00	-5,064.48	0.00
				REFUND						
				Check: -5,064.48						
				REF COLEMAN						
31	5547	2021	U	HARBOR OLIVE &	-180.75	0.00	0.00	0.00	-180.75	0.00
				REFUND						
				Check: -180.75						
				REF COLEMAN						
Total Bills: -5,924.04					Total Recv'd: -5,924.04		Change Due: 0.00			
32	11269	2019	P	COLLABORATION OF MINORITY WOMEN.	-37.57	-4.17 *	0.00	0.00	-41.74	0.00
				REFUND						
				Check: -41.74						
				REF COLLABORATION						
Total Bills: -41.74					Total Recv'd: -41.74		Change Due: 0.00			
33	508480	2021	M	COMCOWICH WILLIAM J	-171.75	0.00	0.00	0.00	-171.75	0.00
				REFUND						
				Check: -171.75						
				REF COMCOWICH WM						
Total Bills: -171.75					Total Recv'd: -171.75		Change Due: 0.00			
34	508752	2021	M	CONWAY MARY JEAN	-109.98	0.00	0.00	0.00	-109.98	0.00
				REFUND						
				Check: -109.98						
				REF CONWAY MARY J						
Total Bills: -109.98					Total Recv'd: -109.98		Change Due: 0.00			
35	101593	2021	S	COUTURAS JOY E	-58.09	0.00	0.00	0.00	-58.09	0.00
				REFUND						
				Check: -58.09						
				REF COUTURAS JOY						
Total Bills: -58.09					Total Recv'd: -58.09		Change Due: 0.00			
37	510215	2021	M	DANGELO MICHAEL J JR	-246.64	0.00	0.00	0.00	-246.64	0.00
				REFUND						
				Check: -246.64						
				REF DANGELO MICHAEL						
Total Bills: -246.64					Total Recv'd: -246.64		Change Due: 0.00			
38	510226	2021	M	DANIELLS CHRISTOPHER E	-127.26	0.00	0.00	0.00	-127.26	0.00
				REFUND						
				Check: -127.26						
				REF DANIELLS CHRIS						
Total Bills: -127.26					Total Recv'd: -127.26		Change Due: 0.00			

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39	510366	2021	M	DAVENPORT GREGORY F	-1,239.34	0.00	0.00	0.00	-1,239.34	0.00
REFUND										
Check: -1,239.34										
REF DAVENPORT DIANNE										
Total Bills: -1,239.34					Total Recv'd: -1,239.34		Change Due:		0.00	
40	101914	2021	S	DEVONSHUK DENNIS J	-46.00	0.00	0.00	0.00	-46.00	0.00
REFUND										
Check: -46.00										
DEVONSHUK DENNIS										
Total Bills: -46.00					Total Recv'd: -46.00		Change Due:		0.00	
41	511438	2021	M	DIERRICO ROBIN L	-30.51	0.00	0.00	0.00	-30.51	0.00
REFUND										
Check: -30.51										
REF DIERRICO ROBIN										
Total Bills: -30.51					Total Recv'd: -30.51		Change Due:		0.00	
44	511544	2021	M	DIMES ROBIN	-3.42	0.00	0.00	0.00	-3.42	0.00
REFUND										
Check: -3.42										
REF DIMES ROBIN										
Total Bills: -3.42					Total Recv'd: -3.42		Change Due:		0.00	
45	511545	2021	M	DIMES ROBIN	-6.04	0.00	0.00	0.00	-6.04	0.00
REFUND										
Check: -6.04										
REF DIMES ROBIN										
Total Bills: -6.04					Total Recv'd: -6.04		Change Due:		0.00	
46	512096	2021	M	DOYLE WILLIAM F	-137.78	0.00	0.00	0.00	-137.78	0.00
REFUND										
Check: -137.78										
REF DOYLE WILLIAM										
Total Bills: -137.78					Total Recv'd: -137.78		Change Due:		0.00	
47	512097	2021	M	DOYLE WILLIAM F	-13.32	0.00	0.00	0.00	-13.32	0.00
REFUND										
Check: -13.32										
REF DOYLE WILLIAM										
Total Bills: -13.32					Total Recv'd: -13.32		Change Due:		0.00	
48	512098	2021	M	DOYLE WILLIAM F	-204.93	0.00	0.00	0.00	-204.93	0.00
REFUND										
Check: -204.93										
REF DOYLE WILLIAM										
Total Bills: -204.93					Total Recv'd: -204.93		Change Due:		0.00	
49	512251	2021	M	DUCT DIAGNOSTICS LLC	-94.69	0.00	0.00	0.00	-94.69	0.00
REFUND										
Check: -94.69										
REF DUCT DIAGNOSTIC										
Total Bills: -94.69					Total Recv'd: -94.69		Change Due:		0.00	

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50	512284	2021	M	DUFFNER DAVID L	-8.00	0.00	0.00	0.00	-8.00	0.00
REFUND										
				Check:	-8.00					
REF DUFFNER DAVID										
Total Bills:		-8.00		Total Recv'd:		-8.00		Change Due:		0.00
51	5882	2021	P	EPIFANO BUILDERS INC	-25.16	0.00	0.00	0.00	-25.16	0.00
REFUND										
				Check:	-25.16					
REF EPIFANO BUILDERS										
Total Bills:		-25.16		Total Recv'd:		-25.16		Change Due:		0.00
52	513863	2021	M	FASANELLA ADA I	-5.46	0.00	0.00	0.00	-5.46	0.00
REFUND										
				Check:	-5.46					
REF FASANELLA ADA										
Total Bills:		-5.46		Total Recv'd:		-5.46		Change Due:		0.00
53	510096	2021	M	DAN PERKINS SUBARU	-491.26	0.00	0.00	0.00	-491.26	0.00
REFUND										
				Check:	-491.26					
REF DAN PERKINS										
Total Bills:		-491.26		Total Recv'd:		-491.26		Change Due:		0.00
54	512550	2021	M	DYKI JOHANNA RK	-381.89	0.00	0.00	0.00	-381.89	0.00
REFUND										
				Check:	-381.89					
REF DYKI-MALIA J										
Total Bills:		-381.89		Total Recv'd:		-381.89		Change Due:		0.00
55	3051	2021	R	CATALDO JAMES A & SHARON A & S	-2,348.39	0.00	0.00	0.00	-2,348.39	0.00
REFUND										
				Check:	-2,348.39					
REF CATALDO JAMES										
Total Bills:		-2,348.39		Total Recv'd:		-2,348.39		Change Due:		0.00
56	23471	2021	R	GOLD DAVID &	-20.00	0.00	0.00	0.00	-20.00	0.00
REFUND										
				Check:	-20.00					
REF GOLD DAVID										
Total Bills:		-20.00		Total Recv'd:		-20.00		Change Due:		0.00
57	514986	2021	M	FOX ERIC J	-108.49	0.00	0.00	0.00	-108.49	0.00
REFUND										
				Check:	-108.49					
REF FOX ERIC										
Total Bills:		-108.49		Total Recv'd:		-108.49		Change Due:		0.00

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58	514993	2021	M	FOX PATRICIA A	-179.22	0.00	0.00	0.00	-179.22	0.00	
REFUND											
				Check:	-179.22						
REF FOX PATRICIA											
Total Bills:					-179.22	Total Recv'd:		-179.22	Change Due:		0.00
59	10106	2021	U	FULLER MARGARET	-170.52	0.00	0.00	0.00	-170.52	0.00	
REFUND											
				Check:	-170.52						
REF FULLER MARGARET											
Total Bills:					-170.52	Total Recv'd:		-170.52	Change Due:		0.00
60	515344	2021	M	GABRIEL-FREITAS FABIANO	-247.81	0.00	0.00	0.00	-247.81	0.00	
REFUND											
				Check:	-247.81						
REF GABRIEL-FREITAS											
Total Bills:					-247.81	Total Recv'd:		-247.81	Change Due:		0.00
61	7277	2021	U	GARDNER SARA JEAN & WARREN L	-170.52	0.00	0.00	0.00	-170.52	0.00	
REFUND											
				Check:	-170.52						
REF GARDNER WARREN											
Total Bills:					-170.52	Total Recv'd:		-170.52	Change Due:		0.00
62	516159	2021	M	GIANNOTTI MINDY ANNE	-261.17	0.00	0.00	0.00	-261.17	0.00	
REFUND											
				Check:	-261.17						
REF GIANNOTTI MINDY											
Total Bills:					-261.17	Total Recv'd:		-261.17	Change Due:		0.00
63	516157	2021	M	GIANNOTTI DOMENIC V	-605.35	0.00	0.00	0.00	-605.35	0.00	
REFUND											
				Check:	-605.35						
REF GIANNOTTI DOMENI											
Total Bills:					-605.35	Total Recv'd:		-605.35	Change Due:		0.00
64	516176	2021	M	GIAQUINTO ROBERT G	-92.56	0.00	0.00	0.00	-92.56	0.00	
REFUND											
				Check:	-92.56						
REF GIAQUINTO ROBERT											
Total Bills:					-92.56	Total Recv'd:		-92.56	Change Due:		0.00
65	516228	2021	M	GILBERT ALISON A	-64.35	0.00	0.00	0.00	-64.35	0.00	
REFUND											
				Check:	-64.35						
REF GILBERT ALISON											
Total Bills:					-64.35	Total Recv'd:		-64.35	Change Due:		0.00

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66	516355	2021	M	GINSBERG PATRICIA F	-248.24	0.00	0.00	0.00	-248.24	0.00
REFUND										
Check: -248.24										
REF GINSBERG PATRICI										
Total Bills: -248.24 Total Recv'd: -248.24 Change Due: 0.00										
67	516936	2021	M	GOULDEN CHRISTOPHER T	-11.95	0.00	0.00	0.00	-11.95	0.00
REFUND										
Check: -11.95										
REF GOULDEN CHRIS										
Total Bills: -11.95 Total Recv'd: -11.95 Change Due: 0.00										
68	10204	2021	R	GUMAN ROBERT E JR &	-27.00	0.00	0.00	0.00	-27.00	0.00
REFUND										
Check: -27.00										
REF GUMAN ROBERT										
Total Bills: -27.00 Total Recv'd: -27.00 Change Due: 0.00										
69	517782	2021	M	HALL ROBERT W	-100.00	0.00	0.00	0.00	-100.00	0.00
REFUND										
Check: -100.00										
REF HALL ROBERT										
Total Bills: -100.00 Total Recv'd: -100.00 Change Due: 0.00										
70	517885	2021	M	HANCOCK DAVID L	-5.59	0.00	0.00	0.00	-5.59	0.00
REFUND										
Check: -5.59										
REF HANCOCK DAVID										
Total Bills: -5.59 Total Recv'd: -5.59 Change Due: 0.00										
71	518157	2021	M	HART JOHN B JR	-114.72	0.00	0.00	0.00	-114.72	0.00
REFUND										
Check: -114.72										
REF HART JOHN B JR										
Total Bills: -114.72 Total Recv'd: -114.72 Change Due: 0.00										
72	518258	2021	M	HATHAWAY KEITH A	-506.27	0.00	0.00	0.00	-506.27	0.00
REFUND										
Check: -506.27										
REF HATHAWAY KEITH										
Total Bills: -506.27 Total Recv'd: -506.27 Change Due: 0.00										
73	518512	2021	M	HELTKE DARRIN C	-243.34	0.00	0.00	0.00	-243.34	0.00
REFUND										
Check: -243.34										
REF HELTKE DARRIN										
Total Bills: -243.34 Total Recv'd: -243.34 Change Due: 0.00										

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74	518674	2021	M	HERON JOSEPH	-75.57	0.00	0.00	0.00	-75.57	0.00
REFUND										
Check: -75.57										
REF HERON JOSEPH										
Total Bills: -75.57 Total Recv'd: -75.57 Change Due: 0.00										
76	428323	2020	M	HILL STEPHEN T	-30.87	0.00	0.00	0.00	-30.87	0.00
REFUND										
Check: -30.87										
REF HILL STEPHEN										
Total Bills: -34.78 Total Recv'd: -34.78 Change Due: 0.00										
77	518915	2021	M	HINE PATRICIA M	-174.82	0.00	0.00	0.00	-174.82	0.00
REFUND										
Check: -174.82										
REF HINE PATRICIA										
Total Bills: -206.82 Total Recv'd: -206.82 Change Due: 0.00										
78	22571	2021	R	HINE WILLIAM R SR & PATRICIA M & SU	-32.00	0.00	0.00	0.00	-32.00	0.00
REFUND										
Check: -32.00										
REF HINE PATRICIA										
Total Bills: -123.38 Total Recv'd: -123.38 Change Due: 0.00										
79	10522	2021	R	HOUSTON MARIE &	-123.38	0.00	0.00	0.00	-123.38	0.00
REFUND										
Check: -123.38										
REF HOUSTON MARIE										
Total Bills: -10.00 Total Recv'd: -10.00 Change Due: 0.00										
80	9147	2021	R	HOYT FLORENCE	-10.00	0.00	0.00	0.00	-10.00	0.00
REFUND										
Check: -10.00										
REF HOYT FLORENCE										
Total Bills: -5.76 Total Recv'd: -5.76 Change Due: 0.00										
81	520536	2021	M	ILLYN MARLENE	-5.76	0.00	0.00	0.00	-5.76	0.00
REFUND										
Check: -5.76										
REF ILLYN MARLENE										
Total Bills: -2.06 Total Recv'd: -2.06 Change Due: 0.00										
82	520537	2021	M	ILLYN MARLENE	-2.06	0.00	0.00	0.00	-2.06	0.00
REFUND										
Check: -2.06										
REF ILLYN MARLENE										
Total Bills: -7.82 Total Recv'd: -7.82 Change Due: 0.00										
83	521097	2021	M	JENKINS CHIROPRACTIC LLC	-7.34	0.00	0.00	0.00	-7.34	0.00
REFUND										
Check: -7.34										
REF DR JENKINS										
Total Bills: -7.34 Total Recv'd: -7.34 Change Due: 0.00										

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84	521215	2021	M	JIMENEZ NOEL JR	-42.15	0.00	0.00	0.00	-42.15	0.00
	REFUND									
	Check: -42.15									
	REF JIMENEZ NOEL									
Total Bills:					-42.15	Total Recv'd:		-42.15	Change Due: 0.00	
85	9	2021	R	SCJ SERVICES OF CONNECTICUT LLC	-22.26	0.00	0.00	0.00	-22.26	0.00
	REFUND									
	Check: -22.26									
	REF JOHNSON RICHARD									
Total Bills:					-22.26	Total Recv'd:		-22.26	Change Due: 0.00	
86	10124	2021	P	LAW OFFICES OF CHARLES KURMAY	-56.37	0.00	0.00	0.00	-56.37	0.00
	REFUND									
	Check: -56.37									
	REF KURMAY CHARLES									
Total Bills:					-56.37	Total Recv'd:		-56.37	Change Due: 0.00	
87	524455	2021	M	LASKO LANDSCAPING LLC	-6.47	0.00	0.00	0.00	-6.47	0.00
	REFUND									
	Check: -6.47									
	REF LASKO LANDSCAPE									
Total Bills:					-6.47	Total Recv'd:		-6.47	Change Due: 0.00	
88	524579	2021	M	LAWLESS COLIN S	-270.63	0.00	0.00	0.00	-270.63	0.00
	REFUND									
	Check: -270.63									
	REF LAWLESS COLIN									
Total Bills:					-270.63	Total Recv'd:		-270.63	Change Due: 0.00	
89	9931	2021	U	SINUSAS ALBERT & MICHELE JTWRS	-170.52	0.00	0.00	0.00	-170.52	0.00
	REFUND									
	Check: -170.52									
	REF LERETA LLC									
Total Bills:					-170.52	Total Recv'd:		-170.52	Change Due: 0.00	
90	525025	2021	M	LEVUS OLEKSANDR	-81.66	0.00	0.00	0.00	-81.66	0.00
	REFUND									
	Check: -81.66									
	REF LEVUS OLEKSANDR									
Total Bills:					-81.66	Total Recv'd:		-81.66	Change Due: 0.00	
91	1145	2021	U	CONNECTICUT SELF STORAGE OF MILFO	-170.52	0.00	0.00	0.00	-170.52	0.00
	REFUND									
	Check: -170.52									
	REF LIFE STORAGE									
Total Bills:					-170.52	Total Recv'd:		-170.52	Change Due: 0.00	

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92	12278	2021	P	LISA HARDING MD LLC	-63.00	0.00	0.00	0.00	-63.00	0.00
				REFUND						
				Check: -63.00						
				REF LISA HARDING						
Total Bills:		-63.00		Total Recv'd:	-63.00		Change Due:		0.00	
93	11503	2021	R	LOSTY CAREN TRUSTEE OF THE	-362.16	0.00	0.00	0.00	-362.16	0.00
				REFUND						
				Check: -362.16						
				REF LOSTY CAREN						
Total Bills:		-362.16		Total Recv'd:	-362.16		Change Due:		0.00	
94	525625	2021	M	LOUX PAUL F	-5.55	0.00	0.00	0.00	-5.55	0.00
				REFUND						
				Check: -5.55						
				REF LOUX PAUL F						
Total Bills:		-5.55		Total Recv'd:	-5.55		Change Due:		0.00	
95	525744	2021	M	LUCIANI MARY A	-140.12	0.00	0.00	0.00	-140.12	0.00
				REFUND						
				Check: -140.12						
				REF LUCIANI MARY						
Total Bills:		-140.12		Total Recv'd:	-140.12		Change Due:		0.00	
96	525867	2021	M	LUTH MARYELLEN	-2.35	0.00	0.00	0.00	-2.35	0.00
				REFUND						
				Check: -2.35						
				REF LUTH MARYELLE						
97	525868	2021	M	LUTH MARYELLEN	-8.69	0.00	0.00	0.00	-8.69	0.00
				REFUND						
				Check: -8.69						
				REF LUTH MARYELLE						
98	104376	2021	S	LUTH NOEL J	-4.98	0.00	0.00	0.00	-4.98	0.00
				REFUND						
				Check: -4.98						
				REF LUTH MARYELLE						
Total Bills:		-16.02		Total Recv'd:	-16.02		Change Due:		0.00	
99	14960	2021	R	MACINNES GLENN I & JILL H & SURV	-8,240.97	0.00	0.00	0.00	-8,240.97	0.00
				REFUND						
				Check: -8,240.97						
				REF MACINNES JILL						
Total Bills:		-8,240.97		Total Recv'd:	-8,240.97		Change Due:		0.00	
100	14960	2021	U	MACINNES GLENN I & JILL H & SURV	-170.52	0.00	0.00	0.00	-170.52	0.00
				REFUND						
				Check: -170.52						
				REF MACINNES JILL						
Total Bills:		-170.52		Total Recv'd:	-170.52		Change Due:		0.00	

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Seq	List	Year	TY	Name	Principal	Interest	Lien Fee/Bond		Total	Balance
					Paid	Paid	Paid	Paid	Paid Due	Due
101	526657	2021	M	MANLEY GREG F	-221.72	0.00	0.00	0.00	-221.72	0.00
REFUND										
Check:					-221.72					
REF MANLEY GREG										
Total Bills:		-221.72	Total Recv'd:		-221.72	Change Due:		0.00		
102	526705	2021	M	MANOWITZ ROBERT	-100.47	0.00	0.00	0.00	-100.47	0.00
REFUND										
Check:					-100.47					
REF MANOWITZ ROBERT										
Total Bills:		-100.47	Total Recv'd:		-100.47	Change Due:		0.00		
103	526704	2021	M	MANOWITZ LESLIE E	-146.44	0.00	0.00	0.00	-146.44	0.00
REFUND										
Check:					-146.44					
REF MANOWITZ ROBERT										
Total Bills:		-146.44	Total Recv'd:		-146.44	Change Due:		0.00		
104	526767	2021	M	MARCHESE JACK R	-83.54	0.00	0.00	0.00	-83.54	0.00
REFUND										
Check:					-83.54					
REF MARCHESE JACK										
Total Bills:		-83.54	Total Recv'd:		-83.54	Change Due:		0.00		
105	526826	2021	M	MARGOLIS ROBERT	-163.63	0.00	0.00	0.00	-163.63	0.00
REFUND										
Check:					-163.63					
REF MARGOLIS RBT										
Total Bills:		-163.63	Total Recv'd:		-163.63	Change Due:		0.00		
106	104529	2021	S	MARLOW DYLAN STARKWEATHER	-174.03	0.00	0.00	0.00	-174.03	0.00
REFUND										
Check:					-174.03					
REF MARLOW D										
Total Bills:		-174.03	Total Recv'd:		-174.03	Change Due:		0.00		
107	527725	2021	M	MCCOY KATHLEEN MARY	-10.31	0.00	0.00	0.00	-10.31	0.00
REFUND										
Check:					-10.31					
REF MCCOY KATHLEEN										
Total Bills:		-10.31	Total Recv'd:		-10.31	Change Due:		0.00		
108	15897	2021	U	MEDALLA LEANDRO M & SUSAN G & SUI	-356.39	0.00	0.00	0.00	-356.39	0.00
REFUND										
Check:					-356.39					
REF MEDALLA SUSAN										
Total Bills:		-356.39	Total Recv'd:		-356.39	Change Due:		0.00		

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109	528335	2021	M	MERCIER CHARLES E	-124.98	0.00	0.00	0.00	-124.98	0.00
				REFUND						
				Check: -124.98						
				REF MERCIER CHARLES						
				Total Bills: -124.98	Total Recv'd: -124.98	Change Due: 0.00				
110	526053	2021	M	M H & B L.L.C.	-647.40	0.00	0.00	0.00	-647.40	0.00
				REFUND						
				Check: -647.40						
				REF MH&B LLC						
				Total Bills: -647.40	Total Recv'd: -647.40	Change Due: 0.00				
111	7194	2021	P	SPORTS CLIPS	-129.63	0.00	0.00	0.00	-129.63	0.00
				REFUND						
				Check: -129.63						
				REF MILFORD CLIPPERS						
				Total Bills: -129.63	Total Recv'd: -129.63	Change Due: 0.00				
112	528748	2021	M	MILFORD GATEWAY INC	-150.47	0.00	0.00	0.00	-150.47	0.00
				REFUND						
				Check: -150.47						
				REF MILFORD GATEWAY						
				Total Bills: -150.47	Total Recv'd: -150.47	Change Due: 0.00				
113	528764	2021	M	MILFORD MARKETS LLC	-50.82	0.00	0.00	0.00	-50.82	0.00
				REFUND						
				Check: -50.82						
				REF MILFORD MARKETS						
				Total Bills: -50.82	Total Recv'd: -50.82	Change Due: 0.00				
114	104841	2021	S	MINA FOODS INC	-436.18	0.00	0.00	0.00	-436.18	0.00
				REFUND						
				Check: -436.18						
				REF MINA FOODS						
115	104842	2021	S	MINA FOODS INC	-332.08	0.00	0.00	0.00	-332.08	0.00
				REFUND						
				Check: -332.08						
				REF MINA FOODS						
				Total Bills: -768.26	Total Recv'd: -768.26	Change Due: 0.00				
116	529065	2021	M	MIRMINA PAUL C JR	-7.34	0.00	0.00	0.00	-7.34	0.00
				REFUND						
				Check: -7.34						
				REF MIRMINA PAUL						
				Total Bills: -7.34	Total Recv'd: -7.34	Change Due: 0.00				
117	105021	2021	S	MUNZNER DAVID S	-67.37	0.00	0.00	0.00	-67.37	0.00
				REFUND						
				Check: -67.37						
				REF MUNZER DAVID						

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Total Bills: -67.37					Total Recv'd: -67.37	Change Due: 0.00				
118	22169	2021	U	MURATORE PETER A & LYNNE S & S	-341.04	0.00	0.00	0.00	-341.04	0.00
REFUND										
Check: -341.04										
REF MURATORE PETER										
Total Bills: -341.04					Total Recv'd: -341.04	Change Due: 0.00				
119	530096	2021	M	MURPHY ROBERT E	-130.71	0.00	0.00	0.00	-130.71	0.00
REFUND										
Check: -130.71										
REF MURPHY ROBERT										
Total Bills: -130.71					Total Recv'd: -130.71	Change Due: 0.00				
120	15370	2018	R	POMAWSKI VICTOR &	-5,458.02	0.00	0.00	0.00	-5,458.02	0.00
REFUND										
Check: -5,458.02										
REF NATIONSTAR										
121	15370	2018	U	POMAWSKI VICTOR &	-647.04	0.00	0.00	0.00	-647.04	0.00
REFUND										
Check: -647.04										
REF NATIONSTAR										
Total Bills: -6,105.06					Total Recv'd: -6,105.06	Change Due: 0.00				
122	530843	2021	M	NISSAN INFINITI LT LLC	-369.01	0.00	0.00	0.00	-369.01	0.00
REFUND										
Check: -369.01										
REF NISSAN										
Total Bills: -369.01					Total Recv'd: -369.01	Change Due: 0.00				
123	530846	2021	M	NISSAN INFINITI LT LLC	-441.72	0.00	0.00	0.00	-441.72	0.00
REFUND										
Check: -441.72										
REF NISSAN										
Total Bills: -441.72					Total Recv'd: -441.72	Change Due: 0.00				
124	530936	2021	M	NISSAN INFINITI LT LLC	-153.54	0.00	0.00	0.00	-153.54	0.00
REFUND										
Check: -153.54										
REF NISSAN										
Total Bills: -153.54					Total Recv'd: -153.54	Change Due: 0.00				
125	532656	2021	M	PANICCIA LAURA E	-196.89	0.00	0.00	0.00	-196.89	0.00
REFUND										
Check: -196.89										
REF PANICCIA LAURA										
Total Bills: -196.89					Total Recv'd: -196.89	Change Due: 0.00				

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126	534763	2021	M	PROCACCINI TRACI L	-183.66	0.00	0.00	0.00	-183.66	0.00
				REFUND						
				Check: -183.66						
				REF PROCACCINI TRACI						
127	533178	2021	M	PAULES VIRGINIA M	-60.97	0.00	0.00	0.00	-60.97	0.00
				REFUND						
				Check: -60.97						
				REF PROCACCINI TRACI						
Total Bills: -244.63					Total Recv'd: -244.63		Change Due: 0.00			
128	533198	2021	M	PAVELKO KATARZYNA	-189.08	0.00	0.00	0.00	-189.08	0.00
				REFUND						
				Check: -189.08						
				REF KATARZYN PAVELKO						
Total Bills: -189.08					Total Recv'd: -189.08		Change Due: 0.00			
129	533200	2021	M	PAVELKO KRESIMIR	-258.10	0.00	0.00	0.00	-258.10	0.00
				REFUND						
				Check: -258.10						
				REF PAVELKO KRESIMIR						
Total Bills: -258.10					Total Recv'd: -258.10		Change Due: 0.00			
131	533713	2021	M	PETRONE NANCY A	-47.70	-7.16 *	0.00	0.00	-54.86	0.00
				REFUND						
				Check: -54.86						
				REF PETRONE NANCY						
Total Bills: -54.86					Total Recv'd: -54.86		Change Due: 0.00			
132	533853	2021	M	PHILLIPS TIMOTHY C	-5.91	0.00	0.00	0.00	-5.91	0.00
				REFUND						
				Check: -5.91						
				REF PHILLIPS TIMOTHY						
Total Bills: -5.91					Total Recv'd: -5.91		Change Due: 0.00			
133	534443	2021	M	PORCO RENATO	-265.30	0.00	0.00	0.00	-265.30	0.00
				REFUND						
				Check: -265.30						
				REF PORCO RENATO						
Total Bills: -265.30					Total Recv'd: -265.30		Change Due: 0.00			
134	534503	2021	M	PORZELT ALAN C	-5.95	0.00	0.00	0.00	-5.95	0.00
				REFUND						
				Check: -5.95						
				REF PORZELT ALAN						
Total Bills: -5.95					Total Recv'd: -5.95		Change Due: 0.00			
135	534798	2021	M	PROMPOVITCH DALE D	-12.37	0.00	0.00	0.00	-12.37	0.00
				REFUND						
				Check: -12.37						
				REF PROMPOVITCH DALE						

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Total Bills: -12.37 Total Recv'd: -12.37 Change Due: 0.00										
136	534820	2021	M	PROVENZANO ANNMARIE	-510.88	0.00	0.00	0.00	-510.88	0.00
				REFUND						
				Check: -510.88						
				REF PROVENZANO A						
Total Bills: -510.88 Total Recv'd: -510.88 Change Due: 0.00										
137	536111	2021	M	RISSOLO KAREN	-126.61	0.00	0.00	0.00	-126.61	0.00
				REFUND						
				Check: -126.61						
				REF RISSOLO KAREN						
Total Bills: -126.61 Total Recv'd: -126.61 Change Due: 0.00										
138	536356	2021	M	ROBINSON SCOTT D	-11.74	0.00	0.00	0.00	-11.74	0.00
				REFUND						
				Check: -11.74						
				REF ROBINSON SCOTT						
Total Bills: -11.74 Total Recv'd: -11.74 Change Due: 0.00										
140	21983	2021	R	RODRIGUEZ WILLIAM A & LYDIA E	-74.62	0.00	0.00	0.00	-74.62	0.00
				REFUND						
				Check: -74.62						
				REF RODRIGUEZ WM						
Total Bills: -74.62 Total Recv'd: -74.62 Change Due: 0.00										
141	537395	2021	M	RUSSELL NANCI GALASKI	-8.71	0.00	0.00	0.00	-8.71	0.00
				REFUND						
				Check: -8.71						
				REF RUSSELL NANCI						
Total Bills: -8.71 Total Recv'd: -8.71 Change Due: 0.00										
142	537910	2021	M	SANCHEZ GLORIA P	-18.00	0.00	0.00	0.00	-18.00	0.00
				REFUND						
				Check: -18.00						
				REF SANCHEZ GLORIA						
Total Bills: -18.00 Total Recv'd: -18.00 Change Due: 0.00										
143	538119	2021	M	SANZONE KEVIN A	-544.85	0.00	0.00	0.00	-544.85	0.00
				REFUND						
				Check: -544.85						
				REF SANZONE KEVIN						
Total Bills: -544.85 Total Recv'd: -544.85 Change Due: 0.00										
144	538289	2021	M	SAYDLOWSKI ADAM J	-170.71	0.00	0.00	0.00	-170.71	0.00
				REFUND						
				Check: -170.71						
				REF SAYDLOWSKI ADAM						
Total Bills: -170.71 Total Recv'd: -170.71 Change Due: 0.00										

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145	22985	2021	U	SEKHON IQBAL S & AMANPREET K & SUF	-170.52	0.00	0.00	0.00	-170.52	0.00
REFUND										
Check: -170.52										
REF SEKHON IQBAL										
Total Bills: -170.52					Total Recv'd: -170.52		Change Due: 0.00			
146	9804	2021	R	SHUMYLO LUBAMYRA 2/3 & GILDEA LAR	-443.04	0.00	0.00	0.00	-443.04	0.00
REFUND										
Check: -443.04										
REF SHUMYLO L										
Total Bills: -443.04					Total Recv'd: -443.04		Change Due: 0.00			
147	539673	2021	M	SIMSES KAREN MARGARET	-37.54	0.00	0.00	0.00	-37.54	0.00
REFUND										
Check: -37.54										
REF SIMSES KAREN										
Total Bills: -37.54					Total Recv'd: -37.54		Change Due: 0.00			
148	539710	2021	M	SINGLETON AMOS J	-146.99	0.00	0.00	0.00	-146.99	0.00
REFUND										
Check: -146.99										
REF SINGLETON AMOS										
Total Bills: -146.99					Total Recv'd: -146.99		Change Due: 0.00			
149	539869	2021	M	SMETHURST RICHARD P	-6.04	0.00	0.00	0.00	-6.04	0.00
REFUND										
Check: -6.04										
REF SMETHURST RICH										
Total Bills: -6.04					Total Recv'd: -6.04		Change Due: 0.00			
150	540411	2021	M	SPAFFORD STEVEN R	-149.63	0.00	0.00	0.00	-149.63	0.00
REFUND										
Check: -149.63										
REF SPAFFORD STEVEN										
Total Bills: -149.63					Total Recv'd: -149.63		Change Due: 0.00			
151	538957	2021	M	SERRANO TINA MARIE	-226.81	0.00	0.00	0.00	-226.81	0.00
REFUND										
Check: -226.81										
REF SERRANO TINA										
Total Bills: -226.81					Total Recv'd: -226.81		Change Due: 0.00			
152	540782	2021	M	SEFERAK LINDSAY K	-244.51	0.00	0.00	0.00	-244.51	0.00
REFUND										
Check: -244.51										
REF SEFERAK LINDSAY										
Total Bills: -244.51					Total Recv'd: -244.51		Change Due: 0.00			

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153	540848	2021	M	STENWALL KATHRYN A	-474.96	0.00	0.00	0.00	-474.96	0.00
				REFUND						
				Check:	-474.96					
				REF STENWALL KATHRYN						
				Total Bills:	-474.96	Total Recv'd:	-474.96	Change Due:	0.00	
154	540969	2021	M	STILES KAREN BILLER	-9.67	0.00	0.00	0.00	-9.67	0.00
				REFUND						
				Check:	-9.67					
				REF STILES KAREN						
				Total Bills:	-9.67	Total Recv'd:	-9.67	Change Due:	0.00	
155	541111	2021	M	STREETE YVONNE	-62.22	0.00	0.00	0.00	-62.22	0.00
				REFUND						
				Check:	-62.22					
				REF STREETE YVONNE						
				Total Bills:	-62.22	Total Recv'd:	-62.22	Change Due:	0.00	
156	501726	2021	M	ARTHUR-STREETE YVONNE G	-37.31	0.00	0.00	0.00	-37.31	0.00
				REFUND						
				Check:	-37.31					
				REF STREETE YVONNE						
				Total Bills:	-37.31	Total Recv'd:	-37.31	Change Due:	0.00	
157	541264	2021	M	SULLIVAN JOYCE ANGEL	-63.98	0.00	0.00	0.00	-63.98	0.00
				REFUND						
				Check:	-63.98					
				REF SULLIVAN JOYCE						
				Total Bills:	-63.98	Total Recv'd:	-63.98	Change Due:	0.00	
158	541272	2021	M	SULLIVAN MICHAEL E	-31.31	0.00	0.00	0.00	-31.31	0.00
				REFUND						
				Check:	-31.31					
				REF SULLIVAN MICHAEL						
				Total Bills:	-31.31	Total Recv'd:	-31.31	Change Due:	0.00	
159	7863	2021	R	SWANN WILLIAM E & SWANN JOANNE	-170.17	0.00	0.00	0.00	-170.17	0.00
				REFUND						
				Check:	-170.17					
				REF SWANN WILLIAM						
				Total Bills:	-170.17	Total Recv'd:	-170.17	Change Due:	0.00	
160	23571	2021	R	FURGALACK PAUL J &	-5.00	0.00	0.00	0.00	-5.00	0.00
				REFUND						
				Check:	-5.00					
				REF TAMBORINO ANNA						
				Total Bills:	-5.00	Total Recv'd:	-5.00	Change Due:	0.00	

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161	541727	2021	M	TAYLOR BRADLEY R	-159.90	0.00	0.00	0.00	-159.90	0.00
				REFUND						
				Check: -159.90						
				REF TAYLOR BRADLEY						
162	541728	2021	M	TAYLOR BRADLEY R	-239.18	0.00	0.00	0.00	-239.18	0.00
				REFUND						
				Check: -239.18						
				REF TAYLOR BRADLEY						
				Total Bills: -399.08	Total Recv'd: -399.08	Change Due: 0.00				
163	542173	2021	M	TIBERIO JOSEPH JR	-11.53	0.00	0.00	0.00	-11.53	0.00
				REFUND						
				Check: -11.53						
				REF TIBERIO JOSEPH						
				Total Bills: -11.53	Total Recv'd: -11.53	Change Due: 0.00				
164	107159	2021	S	TOYOTA LEASE TRUST	-142.04	0.00	0.00	0.00	-142.04	0.00
				REFUND						
				Check: -142.04						
				REF TOYOTA						
				Total Bills: -142.04	Total Recv'd: -142.04	Change Due: 0.00				
165	543104	2021	M	TRAMUTA JOSEPH JR	-138.97	0.00	0.00	0.00	-138.97	0.00
				REFUND						
				Check: -138.97						
				REF TRAMUTA JOSEPH						
				Total Bills: -138.97	Total Recv'd: -138.97	Change Due: 0.00				
166	13956	2021	R	STORE MASTER FUNDING XII LLC	-15,981.47	0.00	0.00	0.00	-15,981.47	0.00
				REFUND						
				Check: -15,981.47						
				REF TRUE BLUE						
				Total Bills: 15,981.47	Total Recv'd: -15,981.47	Change Due: 0.00				
167	8796	2021	R	TRUSLOW JANET C	-175.64	0.00	0.00	0.00	-175.64	0.00
				REFUND						
				Check: -175.64						
				REF TRUSLOW JANET						
				Total Bills: -175.64	Total Recv'd: -175.64	Change Due: 0.00				
168	543922	2021	M	VALLEAU WENDY E	-184.15	0.00	0.00	0.00	-184.15	0.00
				REFUND						
				Check: -184.15						
				REF VALLEAU WENDY						
				Total Bills: -184.15	Total Recv'd: -184.15	Change Due: 0.00				
169	543999	2021	M	VANPALA JOYLI QINQIONG	-313.66	0.00	0.00	0.00	-313.66	0.00
				REFUND						
				Check: -313.66						
				REF VANPALA FRED						

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Total Bills:		-313.66	Total Recv'd:		-313.66	Change Due:	0.00			
170	544668	2021	M	VISCONTI STEVEN T	-18.52	0.00	0.00	0.00	-18.52	0.00
				REFUND						
				Check:	-18.52					
				REF VISCONTI STEVEN						
Total Bills:		-18.52	Total Recv'd:		-18.52	Change Due:	0.00			
171	544682	2021	M	VISCOUNT KRISTINE P	-29.82	0.00	0.00	0.00	-29.82	0.00
				REFUND						
				Check:	-29.82					
				REF VISCOUNT KRIS						
Total Bills:		-29.82	Total Recv'd:		-29.82	Change Due:	0.00			
172	544715	2021	M	VITALE DAWN ROSE	-204.27	-9.20 *	0.00	0.00	-213.47	0.00
				REFUND						
				Check:	-213.47					
				REF VITALE DAWN						
Total Bills:		-213.47	Total Recv'd:		-213.47	Change Due:	0.00			
173	544746	2021	M	VITELLI ANTHONY P JR	-413.88	0.00	0.00	0.00	-413.88	0.00
				REFUND						
				Check:	-413.88					
				REF VITELLI ANTHONY						
Total Bills:		-413.88	Total Recv'd:		-413.88	Change Due:	0.00			
174	544852	2021	M	VOYTERSARK DOUGLAS L	-12.42	0.00	0.00	0.00	-12.42	0.00
				REFUND						
				Check:	-12.42					
				REF VOYTERSARK D						
Total Bills:		-12.42	Total Recv'd:		-12.42	Change Due:	0.00			
175	107526	2021	S	VW CREDIT LEASING LTD	-51.35	0.00	0.00	0.00	-51.35	0.00
				REFUND						
				Check:	-51.35					
				REF VW CREDIT						
Total Bills:		-51.35	Total Recv'd:		-51.35	Change Due:	0.00			
176	545722	2021	M	WESLEY PHILIP H	-13.32	0.00	0.00	0.00	-13.32	0.00
				REFUND						
				Check:	-13.32					
				REF WESLEY PHILIP						
Total Bills:		-13.32	Total Recv'd:		-13.32	Change Due:	0.00			
177	545725	2021	M	WEST AARON HARRISON	-275.37	-12.40 *	0.00	0.00	-287.77	0.00
				REFUND						
				Check:	-287.77					
				REF WEST AARON						
Total Bills:		-287.77	Total Recv'd:		-287.77	Change Due:	0.00			

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178	545851	2021	M	WHEELING RICHARD A	-27.84	0.00	0.00	0.00	-27.84	0.00
				REFUND						
				Check:	-27.84					
				REF WHEELING RICHARD						
Total Bills: -27.84					Total Recv'd: -27.84		Change Due: 0.00			
179	545902	2021	M	WHELAN EILEEN L	-15.20	0.00	0.00	0.00	-15.20	0.00
				REFUND						
				Check:	-15.20					
				REF WHELAN EILEEN						
Total Bills: -15.20					Total Recv'd: -15.20		Change Due: 0.00			
180	546399	2021	M	WINTERS KYLE	-5.41	0.00	0.00	0.00	-5.41	0.00
				REFUND						
				Check:	-5.41					
				REF WINTERS KYLE						
Total Bills: -5.41					Total Recv'd: -5.41		Change Due: 0.00			
182	546622	2021	M	WRIGHT MICHAELA ANN	-110.23	0.00	0.00	0.00	-110.23	0.00
				REFUND						
				Check:	-110.23					
				REF WRIGHT MICHAELA						
Total Bills: -110.23					Total Recv'd: -110.23		Change Due: 0.00			
183	518848	2021	M	HILDEBRANDT JOYCE MARIA	-373.76	0.00	0.00	0.00	-373.76	0.00
				REFUND						
				Check:	-373.76					
				REF ZIGMONT GREG						
Total Bills: -373.76					Total Recv'd: -373.76		Change Due: 0.00			
184	547263	2021	M	ZITO MARC D	-412.42	0.00	0.00	0.00	-412.42	0.00
				REFUND						
				Check:	-412.42					
				REF ZITO MARC D						
Total Bills: -412.42					Total Recv'd: -412.42		Change Due: 0.00			
185	545701	2021	M	WERDA GARY LEE	-201.20	0.00	0.00	0.00	-201.20	0.00
				REFUND						
				Check:	-201.20					
				REF WERDA GARY						
Total Bills: -201.20					Total Recv'd: -201.20		Change Due: 0.00			
189	528946	2021	M	MILLERCOLANDRO JOANN	-206.68	0.00	0.00	0.00	-206.68	0.00
				REFUND						
				Check:	-206.68					
				REF COLANDRO ROBERT						
Total Bills: -206.68					Total Recv'd: -206.68		Change Due: 0.00			

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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>
190	508178	2021	M	COLANDRO IAN S	-412.43	0.00	0.00	0.00	-412.43	0.00
				REFUND						
				Check:	-412.43					
				REF ROBERT COLANDRO						
Total Bills:					-412.43	Total Recv'd:	-412.43	Change Due:	0.00	
191	546993	2021	M	ZAHNER BEAT A	-12.61	0.00	0.00	0.00	-12.61	0.00
				REFUND						
				Check:	-12.61					
				REF ZAHNER BEAT						
Total Bills:					-12.61	Total Recv'd:	-12.61	Change Due:	0.00	
192	6729	2021	R	LONGOBARDI JOHN P & SARA M & SURV	-170.52	0.00	0.00	0.00	-170.52	0.00
				REFUND						
				Check:	-170.52					
				REF LONGOBARDI SARA						
Total Bills:					-170.52	Total Recv'd:	-170.52	Change Due:	0.00	
193	530917	2021	M	NISSAN INFINITI LT LLC	-192.26	0.00	0.00	0.00	-192.26	0.00
				REFUND						
				Check:	-192.26					
				REF NISSAN						
Total Bills:					-192.26	Total Recv'd:	-192.26	Change Due:	0.00	
194	540037	2021	M	SMITH MARK S	-13.30	0.00	0.00	0.00	-13.30	0.00
				REFUND						
				Check:	-13.30					
				REF SMITH MARK						
Total Bills:					-13.30	Total Recv'd:	-13.30	Change Due:	0.00	
195	522259	2021	M	KAPLAN NORMAN R	-22.93	0.00	0.00	0.00	-22.93	0.00
				REFUND						
				Check:	-22.93					
				REF KAPLAN NORMAN						
Total Bills:					-22.93	Total Recv'd:	-22.93	Change Due:	0.00	
196	18922	2021	R	SZOKE JOHN W	-188.10	0.00	0.00	0.00	-188.10	0.00
				REFUND						
				Check:	-188.10					
				REF SZOKE MARGARET						
Total Bills:					-188.10	Total Recv'd:	-188.10	Change Due:	0.00	
197	528944	2021	M	MILLER WINIFRED L	-441.42	0.00	0.00	0.00	-441.42	0.00
				REFUND						
				Check:	-441.42					
				REF GLEASON PETER						
Total Bills:					-441.42	Total Recv'd:	-441.42	Change Due:	0.00	

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198	544861	2021	M	VW CREDIT INC	-37.46	0.00	0.00	0.00	-37.46	0.00
REFUND										
Check:					-37.46					
REF VW										
Total Bills:		-37.46		Total Recv'd:		-37.46		Change Due:		0.00
199	531010	2021	M	NISSAN INFINITI LT LLC	-460.15	0.00	0.00	0.00	-460.15	0.00
REFUND										
Check:					-460.15					
REF NISSAN										
Total Bills:		-460.15		Total Recv'd:		-460.15		Change Due:		0.00
200	512297	2021	M	DUFFY WILLIAM PATRICK	-55.21	0.00	0.00	0.00	-55.21	0.00
REFUND										
Check:					-55.21					
REF DUFFY WILLIAM										
Total Bills:		-55.21		Total Recv'd:		-55.21		Change Due:		0.00
201	520208	2021	M	HYUNDAI LEASE TITLING TRUST	-35.02	0.00	0.00	0.00	-35.02	0.00
REFUND										
Check:					-35.02					
REF HYUNDAI										
Total Bills:		-35.02		Total Recv'd:		-35.02		Change Due:		0.00
202	513369	2021	M	ENTERPRISE FM TRUST	-107.34	0.00	0.00	0.00	-107.34	0.00
REFUND										
Check:					-107.34					
REF ENTERPRISE										
203	513381	2021	M	ENTERPRISE FM TRUST	-300.06	0.00	0.00	0.00	-300.06	0.00
REFUND										
Check:					-300.06					
REF ENTERPRISE										
204	513388	2021	M	ENTERPRISE FM TRUST	-226.80	0.00	0.00	0.00	-226.80	0.00
REFUND										
Check:					-226.80					
REF ENTERPRISE										
205	513397	2021	M	ENTERPRISE FM TRUST	-275.30	0.00	0.00	0.00	-275.30	0.00
REFUND										
Check:					-275.30					
REF ENTERPRISE										
Total Bills:		-909.50		Total Recv'd:		-909.50		Change Due:		0.00
206	545028	2021	M	VW CREDIT LEASING LTD	-72.42	0.00	0.00	0.00	-72.42	0.00
REFUND										
Check:					-72.42					
REF VW										
207	544931	2021	M	VW CREDIT LEASING LTD	-50.46	0.00	0.00	0.00	-50.46	0.00
REFUND										
Check:					-50.46					
REF VW										