

## Town of Fairfield

### BLIGHT REPORT

2019

The combined blight/condemnation agenda for 2019 year started with twenty-one blight/condemnation (21) complaints. The Board processed seventy-six (76) complaints during the year.

Thirty-five of the seventy-six complaints have been resolved with fifteen remaining on the agenda for the year 2020 year. Many of the blight complaints do not meet the blight definition and are resolved before the meetings. Fourteen Blight hearings were held during the 2019 calendar year.

Following is a list of the properties where the condition was resolved:

- |                              |                           |
|------------------------------|---------------------------|
| 1. 101 Morehouse Highway     | 21. 3530 Black Rock Tnpk  |
| 2. 1623 Fairfield Beach Road | 22. 69 Dalewood Avenue    |
| 3. 1981 Bronson Road         | 23. 1271 Stratfield Road  |
| 4. 55 Orchard Hill Drive     | 24. 5/7 Knapps Park Drive |
| 5. 3953 Park Avenue          | 25. 394 Penfield Road     |
| 6. 83 Morehouse Highway      | 26. 62 Morehouse Highway  |
| 7. 30 First Street           | 27. 111 Judd Street       |
| 8. 515 High Street           | 28. 650 Beach Road        |
| 9. 1500 Mill Plain Road      | 29. 112 Valley View Road  |
| 10. 801 Post Road            |                           |
| 11. 103 Shrub Oak Lane       |                           |
| 12. 15 Hulls Highway         |                           |
| 13. 27 Hulls Highway         |                           |
| 14. 161 Lota Drive           |                           |
| 15. 187 Lota Drive           |                           |
| 16. 500 Algonquin Road       |                           |
| 17. 940 Hulls Highway        |                           |
| 18. 176 Main Street          |                           |
| 19. 800 Rowland Road         |                           |
| 20. 187 Kings Drive          |                           |

The following addresses remain on the agenda for the 2020 calendar year:

1. 2094 Stratfield Road
2. 233 Old Oaks Road
3. 1845 Bronson Road
4. 225 Lenox Road
5. 492 Ruane Street
6. 45 Helen Street
7. 280 Tuckahoe Lane
8. 57 Beaumont Place
9. 219 Eastlawn Street
10. 44 Parkway
11. 231 Sterling Street
12. 880 Stillson Road
13. 770 Commerce Drive
14. 24 Bronson Road
15. 32 Bronson Road
16. 180 High Street
17. 176 Coach Lane
18. 774 Fairfield Woods Road
19. 53 Marian Road

Town Lease Report - Base Rent shown is for the twelve month period during Fiscal Year 2019/2020 unless otherwise noted													
#	Property Address	Lease Term	Tenant	MUNIS ACCT. #	Sq. Feet	Base Rent/SF	Base Rent/ mo	Addl Rent/ mo	Total Rent/ mo	Base Rent/ year	Addl Rent/ yr	Total Rent/ yr	Notes
1	100 Mona Terrace	7/1/2017 - 6/30/2020	A Child's Garden	42512-00017	10,000	\$7.25	\$6,042	\$400	\$6,442	\$72,500	\$4,800	\$77,300	
2	70 Sanford Street	7/1/2017 - 6/30/2020	All American Waste	42512-00016	600	\$0.00	\$0	\$0	\$0	\$1	\$0	\$1	
3	1443 Stratfield Road	1/1/2016-12/31/2018	American Legion	42512-00016	1,824	\$0.00	\$0	\$0	\$0	\$1	\$0	\$1	
4	197 Reef Road	Use by Deed and Agreement	American Legion	42512-00016	2,962	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0	
5	3965 Congress Street	7/1/2006-6/30/3036	AT&T/New Cingular	42514-00027	Cell Tower	N/A	\$4,561	\$0	\$4,561	\$54,729	\$0	\$54,729	
6	100 Reef Road	5/16/2017-5/15/2047	AT&T/New Cingular	42514-00027	Cell Tower	N/A	\$5,567	\$0	\$5,567	\$66,803	\$0	\$66,803	
7	210 Old Dam Road	1/1/2018 - 12/31/2019	Boost Sports Performance (Concession)	01007-42509	7,600	\$7.34	\$4,646	\$0	\$4,646	\$55,749	\$0	\$55,749	FY19 rent shown. \$30,000 base rent plus 20% of program fee revenue of \$25,749.43.
8	100 Mona Terrace	Use by Agreement	Center For Women & Families	42512-00013	150	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0	
9	Patio at 1435 Post Road	5/1/2019 - 10/31/2020	Centro Ristorante	42512-00018	809	\$13.23	\$892	\$0	\$892	\$10,700	\$0	\$10,700	
10	Sidewalk at 1326 Post Road	4/1/2019 - 10/31/2020	The Chelsea	42512-00020	66	\$45.18	\$249	\$0	\$249	\$2,982	\$0	\$2,982	
11	125 Penfield Road	9/1/2005 - 12/31/2022	Fairfield Community Services	42512-00016	3,158	\$0.00	\$0	\$0	\$0	\$1	\$0	\$1	
12	Patio at 1418 Post Road	7/1/2019 - 6/30/2039	Fairfield Community Theatre/formerly Old Post Tavern	42512-00019	560	\$24.32	\$1,135	\$0	\$1,135	\$13,620	\$0	\$13,620	
13	370 Beach Road	9/15/2005 - 9/14/2104	Fairfield Historical Society	42512-00016	12,117	\$0.00	\$0	\$0	\$0	\$1	\$0	\$1	
14	210 Old Dam Road	5/1/2019 - 9/13/2020 (Summer Lease)	Fairfield Indoor Tennis, Inc.	01007-42475	32,749	\$0.92	\$2,500	\$0	\$2,500	\$30,000	\$0	\$30,000	Office = 2,989 sq. ft., Courts = 29,760 sq. ft.
15	210 Old Dam Road	11/29/2012 - 5/15/2033 (Winter Lease)	Fairfield Indoor Tennis, Inc.	01007-42475	32,749	\$2.08	\$5,664	\$0	\$5,664	\$67,964	\$0	\$67,964	Office = 2,989 sq. ft., Courts = 29,760 sq. ft.
16	611 Old Post Road	Month to Month	Fairfield Municipal Credit Union	42512-00022	1,250	\$18.82	\$1,960	\$0	\$1,960	\$23,520	\$0	\$23,520	

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17	70 Sanford Street	7/1/2003 - 6/30/2033	Fairfield Theatre Company	42512-00015	20,504	\$3.99	\$6,823	\$0	\$6,823	\$81,879	\$0	\$81,879	FY19 revenue shown. \$2 Per Ticket Sold plus 5% Warehouse Revenue.
18	388 Hoyden's Hill Road	Month to Month	Golf Superintendent Cottage (Peter Grace)	42512-00016	1,346	\$10.70	\$1,200	\$0	\$1,200	\$14,400	\$0	\$14,400	
19	3763 Congress Street	1/1/2017 - 12/31/2019	Greenfield Farms (Robert Haydu)	42512-00016	10 Acre Farmland	N/A	\$0	\$0	\$0	\$1	\$0	\$1	
20	1838 Black Rock Turnpike	1/26/1990 - 1/25/2030	Grella Family Invest. Partnership	42512-00016	2.57 Acre Parking Lot	N/A	\$0	\$0	\$0	\$1	\$0	\$1	
21	2425 Morehouse Highway	1/1/2017 - 12/31/2019 (Seasonal)	H. Smith Richardson Concession (Kieran's Place, LLC)	01007-42477	3,304	\$9.98	\$2,748	\$0	\$2,748	\$32,971	\$0	\$32,971	2019 Season Rent Shown. Rental Period = 12 months.
22	1740 Post Road	11/1/2018-10/31/2021	Inwood Equity Fairfield, LLC	13301-49303	10 Parking Spaces	N/A	\$344	\$0	\$344	\$4,133	\$0	\$4,133	
23	880 South Benson Road	5/27/2019 - 9/7/2020 (Seasonal)	Jennings Beach Concession (Antiqua Point, LLC)	01005-42474	Refreshment Stand	N/A	\$1,958	\$42	\$2,000	\$23,500	\$500	\$24,000	
24	Morehouse Highway	5/27/2019 - 9/6/2019 (Seasonal)	Lake Mohegan Concession (AJ Food Services, LLC)	01005-42474	Refreshment Stand	N/A	\$171	\$25	\$196	\$2,049	\$300	\$2,349	2019 Season Rent Shown. Rental Period = 3 months.
25	3965 Congress Street	3/3/2014 - 3/2/2029	Omnipoint/T-Mobile Comm.	42514-00026	Cell Tower	N/A	\$4,063	\$0	\$4,063	\$48,754	\$0	\$48,754	
26	100 Reef Road	9/1/2017-8/31/2032	Omnipoint/T-Mobile Comm.	42514-00026	Cell Tower	N/A	\$4,240	\$0	\$4,240	\$50,877	\$0	\$50,877	
27	50 Nichols Street	5/15/2017 - 5/14/2027	Operation Hope	42512-00016	8,000	\$0.00	\$0	\$0	\$0	\$1	\$0	\$1	
28	Fairfield Train Station	1/1/2019 - 12/31/2019	Parking Authority	01090-49302	Commuter Parking Lot	N/A	\$25,208	\$0	\$25,208	\$302,500	\$0	\$302,500	FY19 rent shown. New lease in negotiation.
29	Mill Plain Road Lot	7/1/2017 - 6/30/2020	Parking Authority	01001-42515	Commuter Parking Lot	N/A	\$4,000	\$0	\$4,000	\$48,000	\$0	\$48,000	
30	Penfield Beach	5/27/2019 - 9/6/2021 (Seasonal)	Penfield Beach Concession (Ibiza Island, LLC)	01007-42476	Concession	N/A	\$2,750	\$0	\$2,750	\$33,000	\$0	\$33,000	
31	240 Colony Street	9/1/2018 - 8/31/2021	Pilot House	42512-00016	6,100	\$0.00	\$0	\$0	\$0	\$1	\$0	\$1	
32	Mill Plain Road	1/1/2018 - 12/31/2020	85 Pond Mill, LLC	42514-00031	Parcel of Land - Right of Way	N/A	\$2,500	\$0	\$2,500	\$30,000	\$0	\$30,000	
33	Carter Henry Drive	9/1/2018-8/31/2021	1700 Post Road, Heritage Square	13301-49303	45 Parking Spaces	N/A	\$1,563	\$0	\$1,563	\$18,750	\$0	\$18,750	

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34	Carter Henry Drive	10/1/2018-9/30/2021	1720 Post Road, LLC	13301-49303	38 Parking Spaces	N/A	\$1,302	\$0	\$1,302	\$15,627	\$0	\$15,627	
35	725 Old Post Road	5/23/2003 - 5/22/2102	Saint Paul's Nursery School	42512-00016	Playground Area	N/A	\$42	\$0	\$42	\$500	\$0	\$500	
36	555 Turney Road	4/15/2019 - 11/15/2020	South Benson Marina Concession (South Benson Outfitter's)	01005-42474	Fuel Dock & Refresh. Stand	N/A	\$208	\$8	\$217	\$2,500	\$100	\$2,600	
37	100 Mona Terrace	Month to Month	Southwest Connecticut EMS	42512-00021	486	\$10.89	\$441	\$0	\$441	\$5,292	\$0	\$5,292	
38	2963 Bronson Road	7/30/2002 - 7/29/2032	Sprint	42514-00025	Cell Tower	N/A	\$1,649	\$0	\$1,649	\$19,786	\$0	\$19,786	
39	3965 Congress Street	5/1/2013 - 4/30/2038	Sprint	42514-00025	Cell Tower	N/A	\$5,010	\$0	\$5,010	\$60,119	\$0	\$60,119	
40	100 Reef Road	5/1/2017 - 4/30/2042	Sprint	42514-00025	Cell Tower	N/A	\$5,106	\$0	\$5,106	\$61,273	\$0	\$61,273	
41	3965 Congress Street	9/30/2004 - 8/31/2039	Verizon Wireless/Cellco	42514-00029	Cell Tower	N/A	\$3,116	\$0	\$3,116	\$37,391	\$0	\$37,391	
42	One Rod Highway	8/1/2017-12/31/2022	WeCare Dinali (formerly Harvest New England)	42512-00023	6 Acres - Yard Waste Facility	N/A	\$4,250	\$0	\$4,250	\$51,000	\$0	\$51,000	
	Total All leases						\$111,906	\$475	\$112,381	\$1,342,876	\$5,700	\$1,348,576	

## Harbor Management Commission

Seat	Name	Position	Party	Term Start	Term End
1	Schwartzman, Ted J		U	11/17	11/21
2	Foster, Mark S		U	11/17	11/21
3	French, Harry B	Secretary '19	R	11/17	11/21
4	Harman, James L	Chair '19	D	11/15	11/19
5	Marsilius, Norman R		R	11/15	11/19
6	Taylor, Kim	Vice Chair '19	D	11/15	11/19
7	Jennings, Christopher R		R	11/15	11/19
ALT1	VACANT			11/17	11/19
ALT2	Herschler, Jacob M		D	11/17	11/19

Full	
Party	Count
Democrats	2
Republicans	3
Unaffiliated	2
Total Full	7

Alternate	
Party	Count
Vacant	1
Democrats	1
Total ALT	2

The Harbor Management Commission was established by Town Ordinance in 1986 to prepare and implement a Management Plan for Southport Harbor. It is the Commission's responsibility to plan for the most desirable use of the harbor and protect the harbor's natural and historic resources. The Commission reviews all proposed projects affecting the harbor to make sure they are consistent with the Management Plan; works with the Harbor Master to oversee all boat moorings; and is responsible for special projects to improve and maintain the Harbor, including dredging projects. The Commission pursues its mission in coordination with other Town agencies and state and federal agencies such as the Connecticut Department of Energy and Environmental Protection and U.S. Army Corps of Engineers.



## Town of Fairfield

Office of the First Selectman  
725 Old Post Road  
Fairfield, CT 06824

### BOARDS AND COMMISSIONS QUESTIONNAIRE

*To be considered for appointment to a Board or Commission please fill out this form, save a copy and email the saved copy, along with a copy of your resume, to the First Selectman's office at [firstselectmanffld@town.fairfield.ct.us](mailto:firstselectmanffld@town.fairfield.ct.us). Please note that your resume and completed questionnaire are public documents. If you have any questions please contact the First Selectman's Office at 203-256-3030 or [firstselectmanffld@town.fairfield.ct.us](mailto:firstselectmanffld@town.fairfield.ct.us).*

Board/Commission: **Harbor Management Commission**

Date: **9/14/2015**

Name: **Kim Taylor**

Address: **44 Craig Place, Fairfield**

Party: **Democrat**

email: **kimtaylor4826@sbcglobal.net**

home phone: **203 254-0463**

work phone: **203 655-3981 ext.2370**

cell phone: **203 520-1323**

1. How did you learn about this position?

**From chatting with Mary von Conta, a former member**

2. Why are you interested in serving and how can you contribute to this board / commission?

**I believe that we should participate in and contribute to the running of our local government**

**I hope to contribute by attending meetings, carefully considering issues that arise, preparing and reviewing materials when appropriate, listening to all points of view, and asking questions.**

**Also I frequently sail from Southport Harbor which is beautiful and a valuable community resource which I'd like to help maintain and preserve.**

3. Have you attended any meetings or reviewed past minutes / agendas? If yes, please specify.

**I've reviewed past minutes and looked at agendas**

4. Have you spoken with the chair, any members, or the appropriate Department Head?

**I have spoken with former member Mary von Conta and current member Norman Marcilius**

5. Have you read the written description of the board's role?

**Yes**

6. Do you have any potential conflict of interest?

**Not that I'm aware of**

7. Do you know the time, date and location of meetings and will you be able to attend and fulfill the obligations of the position?

**Yes and Yes**

8. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation?

**Democrat**

9. Please use this space to ask any questions you may have or to provide additional information you'd like to share.



Kim Taylor  
44 Craig Place, Fairfield, CT 06824  
Email: [kimtaylor4826@gmail.com](mailto:kimtaylor4826@gmail.com) Home: 203 254-0463 Cell: 203 520-1323

**Work Experience**

June 2016 – present Retired

2002 – 2016 School Counselor Darien High School, Darien CT and Hill Regional Career Magnet High School, New Haven, CT

Responsibility for students in grades 9 – 12 including all aspects of academic, career, college, social and emotional counseling, writing recommendations to support college and job applications. Organize and run student groups. Committee work included school climate, scholarships, and faculty liaison to administration.

1984 – 2002 Owner Kim Taylor Professionals, Inc., New York, New York  
Found and built business that provided temporary legal personnel and litigation project assistance to law firms and corporate law departments.

1983 Vice President Center Public Resources, New York, New York  
Organized repository of materials, facilitated seminars, and wrote for organization publications.

1975 – 1982 Litigation attorney Olwine, Connelly, O'Donnell, & Weyher, New York, New York  
Managed engineers supporting issue analysis, participated in discovery and trial proceedings, and coordinated privilege claims among attorneys in complex antitrust litigations

**Community Activities**

March 2016 – present Harbor Management Commission, Town of Fairfield

1998 – 2004 Golf Commission, Town of Fairfield, Vice Chairman

1992 – 2004 Boards of Directors and Trustees, Westport/Weston YMCA, President of Board of Directors

**Publications**

"Revenue Bond Covenants: The Public's Right to Know", New York Law School Law Review, Spring 1976

"In Complex Cases, Temporary Litigation Support Fills Staffing Needs", New York Law Journal, Management & Technology Supplement, June 20, 1994 p. S7

"Grow By Knowing Your Company" Women & Business Supplement Advocate\Greenwich Times, May 8, 1995



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Board/Commission:

Date:

Name: **Samuel W. Cargill**  
Address: **144 Westway Rd.**  
**Southport, CT 06890**  
Party: **(R)**

email: [SamuelCargill@mac.com](mailto:SamuelCargill@mac.com)  
home phone:  
work phone: **(212) 441-1017**  
cell phone: **(213) 716-1440**

1. How did you learn about this position?  
**First Selectman**
2. Why are you interested in serving and how can you contribute to this board / commission?  
**Lifelong sailor and committed to the integrity of the harbor, our most precious asset in Southport**
3. Have you attended any meetings or reviewed past minutes / agendas? If yes, please specify.  
**Have spoken to Chair and various board members on a variety of issues as past RTM member**
4. Have you spoken with the chair, any members, or the appropriate Department Head?  
**Yes**
5. Have you read the written description of the board's role?  
**Yes**
6. Do you have any potential conflict of interest?  
**No**
7. Do you know the time, date and location of meetings and will you be able to attend and fulfill the obligations of the position?  
**TBD/ I am prepared for the commitment of time**
8. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation?  
**Yes, Republican**

9. Please use this space to ask any questions you may have or to provide additional information you'd like to share.

**None**

## Samuel W. Cargill

Chief Executive Officer, Aon Private Risk Management,  
Global CEO of Media & Entertainment

One Liberty Plaza, 30<sup>th</sup> Floor  
New York, NY 10006  
Office +1.212.441.1017  
Mobile +1.213.716.1440  
Sam.cargill@aon.com



### Role & Responsibilities

Sam is the Chief Executive Officer of Aon Private Risk Management (APRM). APRM provides personal insurance solutions for high net worth individuals, family offices, trustees, charitable organizations, and private companies throughout the United States. In addition to these responsibilities, Sam is also responsible for Aon's Small Commercial (SME) segment and is the Global Practice Leader for Aon's Media and Entertainment Group.

### Experience

Sam's most recent role prior to APRM was President of Aon Global Accounts, the company's largest client segment, deploying resources around the globe and delivering distinctive client value to the world's largest global companies. Prior to Sam's role in Aon Global, he had a dual role as Managing Principal of Aon Global of the Americas and Chairman of Aon Risk Solutions of Southern California. In this position, he served as leader of the largest insurance broker in Southern California and the second largest office in the Aon network. Sam was responsible for the delivery of Aon products and services to the Company's client base throughout the Southern California region, including Orange County, San Diego, Las Vegas and Honolulu. Sam is also former Group Chairman of Aon/Albert G. Ruben, the world's largest insurance brokerage firm specializing in the placement of entertainment insurance.

### Board, Memberships, and Community Involvement

British American Business, New York 2014-Present  
Center for Insurance Studies, California State University Fullerton, 2002-Present  
Expo Community Center, Los Angeles, CA, 2003-2009  
Hillside Home for Children, Pasadena, CA 1996-2003  
Los Angeles Library Foundation, 2006-2010  
Los Angeles Chamber of Commerce Executive Committee, 2004-2010  
Board of Trustees Pomfret School, 2006-2010  
Representative, Town of Fairfield, CT, District 10, 2015-Present  
Private Risk Management Association, 2015-2017

### Professional Recognition and Designations

Qualified for Aon Excellence Round Table for 15 years.  
2002 INSEAD Aon Senior Management Program  
2004 *Learning for Life* Corporate Citizen Award, City of Los Angeles  
2006 Northwestern University Aon Senior Management Program  
2010 Salute to Community Champions, City of Los Angeles

### Education

Sam earned a Bachelor of Arts in Political Science from American University and an MBA from Pepperdine University, and is a graduate of the Executive Program in Management from the John E. Anderson Graduate School of Management at UCLA.

### Personal

Sam lives in Southport, CT and enjoys sailing and spending time with his family.



## Town of Fairfield

Office of the First Selectman  
Fairfield, Connecticut 06824

RECEIVED  
OCT 30 2017  
FIRST SELECTMAN'S OFFICE

### BOARDS AND COMMISSIONS QUESTIONNAIRE

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Board/Commission: Harbor Management  
Date: 10/27/2017

Name: Jacob Herschler  
Address: 1226 Paget Ave  
Southport, CT 06890

Email: tziporah@mc.com  
Home Phone: 203-256-8797  
Work Phone: \_\_\_\_\_  
Cell Phone: 203-209-8435

1. How did you learn about this position?

Town website

2. Why are you interested in serving and how can you contribute to this board / commission?

I live in Southport, own a sailboat, have a town mooring, and am a PPC member. I am retired and have time to devote to the Commission.

3. Have you attended any meetings or reviewed past minutes / agendas? If yes, please specify.

I review the minutes and agendas on the town website

4. Have you spoken with the chair, any members, or the appropriate Department Head?

No

5. Have you read the written description of the board's role?

Yes

6. Do you have any potential conflict of interest?

No

7. Do you know the time, date and location of meetings and will you be able to attend and fulfill the obligations of the position?

4:00 PM 3<sup>rd</sup> Tuesday of each month - Sullivan Independence Hall. - Yes.

8. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation?

Yes. Democratic.

9. Use this space to ask any questions you may have or to provide additional information you'd like to share.



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# JACOB HERSCHLER

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RECEIVED  
OCT 30 2017  
FIRST SELECTMAN'S OFFICE

## PROFILE

Retired financial services industry corporate executive with 30 years of management experience in business strategy, accounting, marketing, operations, and product development. Southport resident since 2000. Member of Pequot Yacht Club. Southport Harbor town mooring holder. USCG licensed Master 50GT Auxiliary Sail Endorsement.

## EXPERIENCE

### ADVISOR TO FOUNDER, RIGHT CAPITAL - 2015- PRESENT

Advisor to the founder and CEO of Right Capital, a financial planning software solution business start-up

### SENIOR VICE PRESIDENT, PRUDENTIAL FINANCIAL – 2003-2014

Served as CMO for Prudential's \$140B AUM annuities business in the U.S. commencing with Prudential's 2003 acquisition of American Skandia. Selected to establish a council of CMOs of Prudential's U.S. businesses to align marketing strategy across businesses and corporate center resources. Served as chairman of Prudential's U.S. Marketing Council for the first five years. Led initiatives to expand U.S. retirement product innovations to Prudential Financial businesses in Europe and Asia. Honored with the 2014 Marketing Innovation Award by the Insured Retirement Institute.

### VICE PRESIDENT, AMERICAN SKANDIA – 2000-2003

Led marketing team for the industry's largest seller of variable annuities. Collaborated with product development colleagues to create innovative new products and features.

### VICE PRESIDENT, KEYPORT LIFE INSURANCE CO. – 1990-2000

Served in a variety of corporate management roles including product development and marketing, competition research, and chief of staff to the company president.

### ALLSTATE INSURANCE CO. – 1982-1990

Began career in a succession of managerial assignments in Allstate's property and casualty and life insurance divisions: Unit Supervisor Trainee, Accounting Unit Supervisor, Accounting Unit Manager, Operations Division Manager, Operations Department Manager.

## EDUCATION

University of California, Santa Cruz – B.A., Departmental Honors, History, 1980

#### PATENTS

Benefits contract providing a bundle of benefits | US08655776 | 2014

Financial instrument providing a guaranteed growth rate and a guarantee of lifetime payments | US07831496 | 2010

#### NON-PROFIT BOARD EXPERIENCE

New Jersey Institute for Social Justice, Trustee, 2010-2014.

Tibetan Terrier Health and Welfare Foundation, Board Member and President, 2007-2017

#### VOLUNTEER ACTIVITY

Financial Coach, Financial Education Program, LifeBridge Community Services, Bridgeport, CT, 2017- present.





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Board/Commission: **Harbor Management Commission**

Date: December 18, 2019

Name: Libby McKinney Tritschler

Address: **271 Westway Road Southport Connecticut**

Party: Republican

email: [lmck8@gmail.com](mailto:lmck8@gmail.com)

home phone: **203-913-9454**

work phone: **203-913-9454**

cell phone: **203-913-9454**

1. How did you learn about this position?

I was contacted by John McKinney. He let me know there were some vacancies that needed to be filled and was I interested.

2. Why are you interested in serving and how can you contribute to this board / commission?

As a lifetime Fairfield resident who now resides in Southport I have always been behind preserving and protecting both the Historic and Environmental resources in our town. Our goal should be not only to manage and protect for today's use but to ensure that it is here for Hundreds of years to come.

3. Have you attended any meetings or reviewed past minutes / agendas? If yes, please specify.

No, I have not.

4. Have you spoken with the chair, any members, or the appropriate Department Head?

I have had a brief phone conversation with Jennifer Carpenter.

5. Have you read the written description of the board's role?

Yes, I have.

6. Do you have any potential conflict of interest? No

7. Do you know the time, date and location of meetings and will you be able to attend and fulfill the obligations of the position? Yes, I am available on The Third Tuesday of the month at 4:30
8. Participation requires that you are registered voter in the town of Fairfield. Additionally, the town charter requires that party balance be maintained on all boards/commissions. Are you registered to vote and what is your party affiliation? I am a registered voter - Republican
9. Please use this space to ask any questions you may have or to provide additional information you'd like to share.



Al Filippone Associates is Recognized by The Wall Street Journal as the #1 Team in New England

Fairfield | Westport | Darien | Greenwich

*"A house becomes a home when it reflects those that live in it. Whether Buying or Selling your home, I will help to open that new door into your future."*

Libby McKinney Tritschler  
Executive Vice President of Sales  
203.913.9454  
libbyt@afahomes.com  
Southportvoice.com



The daughter of a former Connecticut Congressman, Libby McKinney Tritschler was born and raised in Greenfield Hill and is a lifelong Fairfield resident as well as a fifth generation resident in Fairfield County. Needless to say, her local history has provided her clients with an immeasurable advantage as she assists them in determining the best environment for each of their lifestyles.

Libby's tremendous innate networking skills, as well as her extensive sphere of influence, provides her with unique opportunities in generating interest for her listings and procuring the highest price for her clients. Whether you are listing or buying, Libby is determined to provide you with the ultimate in service.

Libby feels fortunate to be able to raise her three children in a wonderful town like Fairfield. She is actively involved in her children's education as well as volunteering for the Near and Far Aid. Libby also serves on the board of the Westport/Weston YMCA and the Stewart B. McKinney Foundation in Fairfield.

She looks forward to working with you and knowing you as both a client and a neighbor.

afahomes  
AL FILIPPONE ASSOC.,LLC  
William Raveis Real Estate

(F/W) 203.256.3264 | (D) 203.655.5358 | (G) 203.863.6860 | afahomes.com



January 6<sup>th</sup>, 2020

Karen Wackerman, Moderator  
Representative Town Meeting  
Town of Fairfield  
c/o Office of the Town Clerk  
Old Town Hall  
611 Old Post Road  
Fairfield, CT 06824

Re: Regional Electronic Content Management system, FY20 Regional Performance  
Incentive Program

Dear Ms. Wackerman,

The Connecticut Metropolitan Council of Governments (MetroCOG) has submitted a grant application to the State of Connecticut Office of Policy and Management's (OPM) FY20 Regional Performance Incentive Program. MetroCOG's application proposes a *Regional Electronic Content Management system* that will support the needs of all six of our member municipalities: the City of Bridgeport, Town of Easton, Town of Fairfield, Town of Monroe, Town of Stratford and the Town of Trumbull.

The State of Connecticut requires all municipalities that elect to participate in the proposed regional service obtain a resolution from the legislative body that endorses the proposal by February 28<sup>th</sup>, 2020. MetroCOG has requested that the Town of Fairfield include the Resolution and any other supporting documentation on the agenda of the January 27<sup>th</sup>, 2020 meeting of the Representative Town Meeting. Attached is a resolution (draft), grant summary and a copy of the grant application and supporting documents.

If you have any questions or concerns, please do not hesitate to contact me at 203-366-5405 or [mfulda@ctmetro.org](mailto:mfulda@ctmetro.org).

Sincerely,

Matt Fulda  
Executive Director, MetroCOG

cc: First Selectwoman Brenda L. Kupchick





**To:** Karen Wackerman, Moderator, Representative Town Meeting, Town of Fairfield

**From:** Meghan Sloan, Planning Director, MetroCOG

**Date:** January 6, 2020

**Subject:** *Regional Electronic Content Management system*, FY20 Regional Performance Incentive Program

The Connecticut Metropolitan Council of Governments (MetroCOG), the Regional Council of Governments that includes the Town of Fairfield, has submitted a grant application to the State of Connecticut Office of Policy and Management's (OPM) FY20 Regional Performance Incentive Program. MetroCOG's application proposes a *Regional Electronic Content Management system* that will support the needs of all six member municipalities, including the Town of Fairfield. The proposal will build upon MetroCOG's existing cloud-based Laserfiche implementation and expand it to include additional workflows.

***A major benefit is that the system allows for a single regional license, rather than individual licenses for each town including the built-in workflows and business processes at no additional cost. This functionality allows each municipality in the region to decide which functions are most important while not limiting another municipality. Workflows and business processes created by and for one municipality can be easily shared and implemented in another municipality with minimal duplication of effort or cost. Additionally, since the system allows for additional users under the single license, this platform could be extended to Boards of Education, Public Safety and others without significant increase in the annual cost.***

The *Regional Electronic Content Management system* provides local implementation of customized workflows, increases public accessibility and transparency and reduces reliance on paper documents. Example processes include online permitting, contract management, FOIA requests, agenda approvals, and work order requests. In addition, the system will allow certain documents to be accessed from MetroCOG's existing municipal parcel viewers (see <http://ctmetro.org/maps/>).

***The project will also provide high volume scanning and indexing services to each municipality.*** This phase will scan and store historic documents which can then be made publicly available, as required by FOIA, via the system's public web portal. Benefits include:



- By adding a significant number of documents to the database, municipal departments will have a more robust system that can better utilize many of Laserfiche's business processes.
- Accessing documents via an online web viewer reduces the need for the public to visit the department in person which allows departmental staff to focus on other job responsibilities while still providing the public with access to information.
- Several Chief Elected Officials have identified space constraints as a major problem in municipal administration buildings. By creating digital records that can last in perpetuity, towns can rework their existing office setups and reduce the number of paper records being stored.

**Purpose of Resolution:** The State of Connecticut requires all municipalities that elect to participate in the proposed regional service endorse the application through a resolution from the legislative body by February 28th, 2020.

Attached is a resolution (draft), and a copy of the grant application and supporting documents.



# Regional Electronic Content Management and Document Digitization

Proposal for funding through OPM's Regional Performance Incentive Program,  
on behalf of **Bridgeport, Easton, Fairfield, Monroe, Stratford & Trumbull**

Submitted to OPM on December 31, 2019



## METROCOG

Connecticut Metropolitan Council of Governments

1000 Lafayette Boulevard, Suite 925  
Bridgeport, CT 06604

203-366-5405 [www.ctmetro.org](http://www.ctmetro.org)



# Regional Performance Incentive Program

Application Guidelines: [https://biznet.ct.gov/SCP\\_Search/BidDetail.aspx?CID=51757](https://biznet.ct.gov/SCP_Search/BidDetail.aspx?CID=51757)

Pursuant to CGS Section 4-124s.

*Proposal for Joint Provision of Services or Study to be filed with the  
Secretary of the Office of Policy and Management*

*Submit to:*

Office of Policy and Management,  
450 Capitol Ave. MS #54 SLP  
Hartford, CT 06106-1379,  
Attn: RPI Program

## Applicant Entity

Name	Connecticut Metropolitan Council of Governments (MetroCOG)
Address	1000 Lafayette Boulevard
City/State/Zip	Bridgeport, CT 06604

## Contact Person(s):

Name	Matthew Fulda
Title	Executive Director
Telephone	203-366-5405
E-mail	mfulda@ctmetro.org

## Amount Requested:

\$350,000

## Project Title:

Regional Electronic Content Management and Document Digitization



**(A) Description of the proposed service or initiative:**

The Regional Electronic Content Management system, hosted by Laserfiche Cloud, is a multi-faceted shared service that will create efficient processes for internal workflows, allow for scalable implementation, increase public accessibility and transparency and reduce each municipalities reliance on paper documents. The system, first and foremost, provides cloud-based content management to store, index and serve municipal and regional documents. Additionally, the system includes, at no additional cost, hundreds of pre-built business processes as well as the ability for users to create additional workflows as needed. The business processes include, but are not limited to, online permitting, contract management, FOIA requests, agenda approvals, and work order requests. This project will build upon MetroCOG's existing Laserfiche implementation and expand it to include additional workflows to significantly improve public access and transparency. A major benefit is that the system allows for a single regional license, rather than individual licenses for each town including the built-in workflows and business processes at no additional cost. This functionality allows each municipality in the region to decide which functions are most important while not limiting another municipality.

The system also allows certain documents to be accessed from MetroCOG's municipal parcel viewers. MetroCOG has been working with the Town of Monroe for the last few years on a pilot program to store and provide access to Monroe Health Department records through the town's municipal GIS parcel viewer, hosted by MetroCOG. For this program, health department staff uploads Well Completion Reports and Septic As-Builts to the cloud-based system and the documents are then accessible to anyone via the parcel viewer. This grant would expand that capacity to the other municipalities in the region as well as other departments within each municipality. Accessing documents via an online web viewer reduces the need for the public to visit the department in person which allows departmental staff to focus on other job responsibilities while still providing the public with access to the information.

The second phase of this project will be to request proposals from qualified contractors that can assist in high volume scanning and indexing. This phase will scan and store historic documents which can then be made publicly available, as required by FOIA, via the systems public web portal. Adding a significant number of documents to the database creates a more robust system that can better utilize many of the business processes. Additionally, conversations with several Chief Elected Officials hve identified space constraints as a major problem in municipal administration buildings. By creating digital records that can last in perpetuity, this project will allow towns to rework their existing office setups and reduce the number of paper records being stored.

**(B) Explanation of the need for such service or initiative:**

The online document management system will improve internal municipal operations and create a more transparent and accessible government for residents. Internal workflows and processes, such as the contract management workflow, will ensure the municipality is notified as existing contracts reach their end date and provide information on auto-renewal terms and other contract specific details. The FOIA request will allow the public a streamlined mechanism for requesting public documents and keep a record of all such requests. The integration of online permitting through this service will allow those municipalities necessary functionality at a significantly lower cost than could be achieved through other permitting vendors.

For the public, the cloud base public portal will allow residents to access information and documentation at any time, regardless of whether the town hall is open. The increased public access will reduce the number of visitors to a specific municipal department allowing municipal staff to focus on other job-related responsibilities while maintaining the public's ability to access necessary documentation.

Additionally, the built-in workflows, business processes and forms reduce user error and allow for more complete indexing of past, current and future documents. This increases the ability of municipal staff and the public to quickly locate and review documents without requiring municipal staff time to address such requests. The regional cloud-based storage system also reduces municipal storage costs and the quantity of printing required to fulfill requests from the public.

**(C) Method of delivering such service or initiative:**

The cloud-based system will be delivered through web-based applications, online forms, internal workflows, and a public portal. The system does not require the purchase or maintenance of any on premise hardware as all the information, forms, web portals and databases are stored in a cloud-based server. MetroCOG will work with each municipality in the region to determine which processes and workflows should be implemented on a town by town basis. MetroCOG will continue its existing relationship with Automated Information Systems (AIS), a Laserfiche Value Added Reseller who provides front end and back end support as well as application and workflow development.

The scanning and indexing portion of this project will be completed by a qualified contractor selected through a competitive procurement process. MetroCOG and the municipalities will work with the selected contractor to prioritize document scanning with the expectation that each municipality will receive this service for the highest priority documents.

**(D) Entity that would be responsible for delivering such service or initiative:**

MetroCOG will act as the project manager for this project and work collaboratively with the region's municipalities and the Laserfiche vendor.

**(E) Description of the recipient population(s) for such service or initiative:**

Over 324,000 people reside in the City of Bridgeport and the Towns of Easton, Fairfield, Monroe, Stratford and Trumbull. The region ranges from Connecticut's largest city (Bridgeport) to a small, agricultural community (Easton). Each municipality shares a commitment to providing the highest level of service to their constituents. These services include processing permit applications and fulfilling a diverse range of requests for information, including FOIA requests. However, the amount of public information currently available online varies by each municipality, and often by department. For those records not online, public availability is limited by the office hours of each municipal office.

During FY2018, Bridgeport's building department issued 3,266 building permits. A budget goal of the Bridgeport Building Department is to *"continue to support and work towards digitization of permit process"* – a goal shared by Trumbull's building department as well, which issued 3,152 permits in 2018.

Even the region's smaller towns issue hundreds of building permits a year – in 2018, Easton issued 663 and Monroe issued 1,294. In Easton's 2018 Annual Report, the Building Department noted that open permits are often not discovered until a residence goes on the market and a title search is performed. Scanning and electronic management of permits could help staff identify which permits still must be closed by the contractor (see

[https://www.eastonct.gov/sites/eastonct/files/uploads/2018\\_annual\\_report\\_final.pdf](https://www.eastonct.gov/sites/eastonct/files/uploads/2018_annual_report_final.pdf)).

Managing health permits are another area that could benefit from digitization. All municipalities issue a variety of health permits which often reflects local land uses. In Bridgeport, 1,208 restaurants were inspected in FY2018, while in Easton more than half of their total 225 health inspections were related to septic. Document scanning would support both health department functions.

The sheer amount of records and information can be daunting for both the public and local staff to consider. For example, Bridgeport reported 310 FOIA requests to the City Clerk in FY2018.

#### **(F) Description of how such service or initiative will achieve economies of scale:**

Document scanning is a time-consuming process that requires specialized equipment and expertise, especially when utilizing a cloud-based solution. For local staff and the public to be able to quickly retrieve documents, they must be stored in the correct location and include the necessary metadata. Current municipal workloads and local servers are unable to accommodate digitally archiving the records stored in hundreds of file cabinets throughout the region. As paper increases, more file cabinets in offsite storage become necessary – an expense which takes up valuable office space and only increases the time it takes to search for and retrieve a document.

Developing a scope of work across multiple departments and the vendor selection process would be time consuming for each municipality to perform on their own. Due to various levels of local expertise on document management and cloud storage, implementing the service would be a significant challenge for many towns. The regional development of a document scanning and digital archiving system will provide enhancements to a back-office function shared by a diverse range of municipal departments throughout the region.

By utilizing a cloud-based document storage system, staff will spend less looking through file cabinets for supporting documents or public requests. Town halls will experience less constraints on office space due to fewer file cabinets. Constituents can also search for and access information at their own pace and schedule, rather than being limited to the operating hours of local town halls.

Further economies will be realized through the single license structure of the Laserfiche Cloud implementation, meaning that workflows and business processes created by and for one municipality can be easily shared and implemented in another municipality with minimal duplication of effort or cost. Additionally, since the system allows for additional users under the single license, this platform could be extended to Boards of Education, Public Safety and others without significant increase in the annual cost.

There will also be significant economies of scale associated with the bulk scanning portion of this contract. First, a single regional procurement is significantly less costly than each municipality going out

to bid for the service individually. Second, utilizing one contractor will allow for a more streamlined process and reduce the sunk costs that arise from on-boarding a new consultant and educating them on the system. A robust scanning and indexing processes, created in collaboration with all six municipalities, will allow MetroCOG to maximize the total number of scanned documents and reduce errors.

**(G) Estimate of anticipated mill rate reduction for participating municipalities as a result of savings realized from such service or initiative:**

Given the total amount requested as compared to the total property tax revenue within the budgets of the six municipalities cooperating in this grant application, at the least, this program will reduce the mill rates of each town by as much as .05%. This is based upon the average cost savings calculated by New Jersey's Division of Archives and Records Management (NJDRAM) due to reductions in storage costs of paper records (<https://www.ctg.albany.edu/publications/preservation/>, 2006). However, fully calculating the total mill rate reduction of this service is difficult, as there is no fixed cost associated with fulfilling a request, as it could take staff minutes or hours, depending on the complexity of the request and the location of the records.

It is likely that this scale of mill rate reduction would grow over the years as the municipalities reduce staff time spent looking through physical records and realize further efficiencies. Digital records management is a sound investment and can accrue significant reductions in costs and increases in benefits both over the short and long terms. A table has been attached to this application for additional details.

**(H) Cost benefit analysis for the provision of such service or initiative by each participating municipality and by the entity or board of education submitting the proposal:**

As discussed earlier, analyzing the cost benefit of electronic document management is difficult to determine. However, industry and organizational literature have identified benefits to both staff and the public.

J.P. Morgan's *Analysis of Electronic Records Management Solutions in the Federal Government* identified electronic records management as having the following benefits:

- Less staff time spent on record management duties increases the available time to perform core tasks.
- Supports disaster recovery and business continuity; records stored in the cloud can be accessed by staff remotely. If original paper records are destroyed or inaccessible, digital records can be quickly retrieved.
- Reduces the need to print and distribute paper records.
- Avoids delays, investigations and lawsuits resulting from misplaced paper records.
- Reduces difficulties and delays in retrieving paper records, especially if they are stored off-site.
- Records can be accessed by multiple users simultaneously.

- Metadata can be used to identify record types subject to statutory or regulatory retention requirements.
- Reduces time spent responding to FOIA requests; may simplify the FOIA process for all parties.
- Preservation of institutional knowledge; as staff turns over/retires, digital files will be easier to find than paper documents.
- Maintains reliable service levels without increasing staffing, especially if there was a sudden increase in record requests.

Further, the Council of State Archivists' *State Archiving in the Digital Era: A Playbook for the Preservation of Electronic Records* (October 2018, <https://www.statearchivists.org/programs/state-electronic-records-initiative/>) identified the digital records management as having the following benefits:

- Information is more readily available and accessible to policy makers, public records requests and collaborative initiatives.
- Simplification and streamlining of back-office activities.

**(L) Indicate the level and type of pledged match funds as a percentage of the total grant request amount**

MetroCOG and region's municipalities are not requesting any additional funding for staff time reimbursement through this grant. As this project will require significant staff resources, there will be a significant in-kind match. In addition, the region's member municipalities have already passed a resolution stating their intent to provide a regional cost share once the grant funding has been expended to continue the service. While this is not a typical match, it illustrates the region's commitment to this project and its continued functionality well beyond the grant period.

**(M) Indicate the extent to which the proposal relates to the following major themes of the Lamont Administration:**

The proposed project is directly related to Governor Lamont's goal of making government more effective, efficient, and customer-friendly by delivering services online, leveraging data to improve outcomes, and collaborating with interagency, intergovernmental, and interstate partners in addition to back office functions. The implementation of the regional electronic content management system will reduce municipal reliance on paper by moving as much data, documents and processes to a digital format. The service also increases the ability of the public to access public records and request additional records.

MetroCOG RPIP FY20 Budget Table			
Budget Item	Unit Cost	Units	Total Cost
Annual Laserfiche Cloud Licensing and Users	\$62,500	2	\$125,000
Laserfiche Development Support	\$250	100	\$25,000
Bulk Scanning and Indexing	\$200,000	1	\$200,000
Total Grant Request			\$350,000

**Notice of Funding Opportunity**  
**Regional Performance Incentive Program (RPIP)**  
**FY 20 Grant Round**

**Overview**

The Office of Policy and Management (OPM) is currently accepting proposals for the FY 20 RPIP Grant Round, in accordance with CGS Sec. 4-124s.

Eligible applicants\* include the following entities, either individually or in any combination:

- 1) any regional council of governments (COG);
- 2) any two or more municipalities acting through a COG;
- 3) any economic development district (EDD); and
- 4) any regional educational service center (RESC).

Eligible applicants may submit proposals for:

- 1) the joint provision of any service that one or more participating municipalities of such COG, EDD or RESC currently provide but which is not provided on a regional basis;
- 2) a planning study regarding the joint provision of any service on a regional basis; or
- 3) shared information technology services.

**\*Note:** In addition to the eligible applicants noted above, any local or regional board of education or RESC serving a population greater than one hundred thousand may submit a proposal for a regional special education initiative, per CGS Sec. 4-124s(b).

**Proposal Format Requirements**

Eligible applicants shall provide the following information for each proposal:

- (A) Description of the proposed service or initiative;
- (B) Explanation of the need for such service or initiative;
- (C) Method of delivering such service or initiative;
- (D) Entity that would be responsible for delivering such service or initiative;
- (E) Description of the recipient population(s) for such service or initiative;
- (F) Description of how such service or initiative will achieve economies of scale;
- (G) Estimate of anticipated mill rate reduction for participating municipalities as a result of savings realized from such service or initiative;



- (H) Cost benefit analysis for the provision of such service or initiative by each participating municipality and by the entity or board of education submitting the proposal;
- (I) Plan of implementation for delivery of such service or initiative;
- (J) Resolution approved by the legislative body\* of each participating municipality endorsing such proposal, authorizing the eligible applicant to apply for funding, and to enter into any required contract and/or agreement should the proposal be selected for an award.  
(\*Note: Under CGS Sec. 4-124s(a)(3), "Legislative body" means the board of selectmen, town council, city council, board of alderman, board of directors, board of representatives or board of the warden and burgesses of a municipality)
- (K) Explanation of the potential legal obstacles, if any, to the regional provision of such service or initiative;
- (L) Indicate the level and type of pledged match funds as a percentage of the total grant request amount (e.g., for a \$100,000 grant request, a 20% match would be \$20,000), with the minimum grant request being \$50,000 and the maximum grant request being \$1,000,000. Rating scale to be based on ratio of pledged match funds to requested grant funds, as well as the type of match (i.e., monetary vs. in-kind); and
- (M) Indicate the extent to which the proposal relates to the following major themes of the Lamont Administration:
  - i. Promoting economic growth by, e.g., developing our workforce, improving the quality of life and fiscal stability of our cities and towns, reducing barriers to entry and supporting entrepreneurship, and driving down the cost of healthcare, higher education, infrastructure and other significant family and business investments.
  - ii. Encouraging programs and initiatives to improve Connecticut's criminal justice system and enhance community safety, including but not limited to projects that reduce recidivism by supporting housing and employment opportunities and reducing barriers for individuals returning to our communities post-incarceration, as well as initiatives that use a coordinated multi-disciplinary approach to support the needs of victims of crime.
  - iii. Making government more effective, efficient, and customer-friendly by, e.g., delivering services online, leveraging data to improve outcomes, and collaborating with interagency, intergovernmental, and interstate partners in addition to back office functions, e.g., human resources, labor relations, budget and finance, assessors and tax collectors, inspectors in both building, trades and public health, regional health districts.



### Required Attachments

Attached to the end of this document is information that we are required to provide to bidders, proposers and applicants. Additionally, there are required forms that must be completed and submitted with your proposal.

### Submittal Instructions

**Proposals must be received by OPM no later than 5:00 PM on December 31, 2019\*\*.**

Proposals shall be submitted via email to Martin L. Heft, Acting Undersecretary, Intergovernmental Policy and Planning Division, Office of Policy and Management at [Martin.Heft@ct.gov](mailto:Martin.Heft@ct.gov).

Additionally, applicants shall submit a copy of each proposal to the legislators representing any participating municipalities.

**\*\*Note:** Applicants have the option of submitting items (G) through (K), as described in the section titled *Proposal Format Requirements*, without penalty to OPM by no later than 5:00 PM on February 28, 2020. This is meant to address applicant concerns over the amount of time needed to prepare complete applications. However, OPM will not accept any supplemental information pertaining to items (A) through (F) following the December 31, 2019 deadline.

### Proposal Review and Rating Process

A selection committee comprised of OPM staff will evaluate qualified proposals submitted in response to this funding opportunity and recommend finalists for the Secretary's consideration.

Such proposals shall be rated using the following weighted criteria:

- 50% based on a 1-10 rating of the information provided in items (A) – (K) of the Proposal Format Requirements;
- 30% based on a 1-10 rating of how the proposal addresses items (L) – (M) of the Proposal Format Requirements; and
- 20% based on a 1-10 rating of the extent to which the applicant meets the priority criteria of CGS Sec. 4-124s(c)(2)\*\*\*.

**\*\*\*Note:** CGS Sec. 4-124s(c)(2) states, "(2) The secretary shall review each proposal and shall award grants for proposals the secretary determines best meet the requirements of this section. In awarding such grants, the secretary shall give priority to a proposal submitted by (A) any entity specified in subsection (a) of this section that includes participation of all of the member municipalities of such entity, and which may increase the purchasing power of participating municipalities or provide a cost savings initiative resulting in a decrease in

expenses of such municipalities, allowing such municipalities to lower property taxes, (B) any economic development district, and (C) any local or regional board of education.”

#### **Anticipated Announcement of Selected Proposals**

OPM intends to notify applicants by May 15, 2020 of any proposals selected for funding in the FY 20 RPIP grant round.

Upon such notification, OPM will work with selected applicants to develop the necessary grant contract and scope of work for implementing the proposal.

Execution of any grant contract requires the grantee to accept OPM’s General Grant Conditions and, if applicable, OPM’s Special Grant Conditions (reference copies are attached).

---THIS SECTION INTENTIONALLY LEFT BLANK---

## **REQUIRED ATTACHMENTS/FORMS**

### **ITEMS LISTED BELOW ARE INCLUDED IN THE PAGES TO FOLLOW**

- **OPM Vendor/Bidder Profile Sheet - Form OPM-A-15:** this form must be completed and submitted with your proposal.
- **State of Connecticut Agency Vendor Form – Form SP-26NB-IPDF:** this form ONLY needs to be completed and submitted if any of your entity's information has changed from your previously filed form.
- **Request for Taxpayer Identification Number and Certification – Form W-9:** this form ONLY needs to be completed and submitted if any of your entity's information has changed from your previously filed form.
- **Acknowledgment of Contract Compliance Notification to Bidders Form:** this form must be completed and submitted with your proposal.
- **Bidder Contract Compliance Requirements and Monitoring Report Forms:** this package must be completed and submitted with your proposal.
- **General Grant Conditions:** attached for reference
- **Special Grant Conditions:** attached for reference

For more information and relevant statutes related to Affirmative Action and Contract Compliance, please visit the Commission on Human Rights and Opportunities website at the following link: <https://www.ct.gov/chro/site/default.asp>



# OPM VENDOR/BIDDER/APPLICANT PROFILE SHEET

This form is to be completed by entities responding to any OPM solicitation (RFP, RFA, RFI, RFQ, etc.) for supplies, services and/or grant funding.

Entity Name (do not abbreviate): Connecticut Metropolitan Council of Governments	Federal Employer Id Number/SSN: 06-0765591
Entity Address: 1000 Lafayette Boulevard, suite 925, Bridgeport, CT 06604	
Contact Person's Name: Matthew Fulda	Telephone Number(s): 203-366-5405
Contact Person's Title: Executive Director	Contact Person's email Address: mfulda@ctmetro.org

## AFFIRMATION OF VENDOR/BIDDER/APPLICANT

The undersigned applicant/respondent affirms and declares:

- 1.) That this proposal/application is executed and signed by said vendor/bidder/applicant with full knowledge and acceptance of the conditions as stated in the CONDITIONS Section of the solicitation.  
☒ YES ☐ NO ☐ N/A (no solicitation)
- 2.) That the objectives, services and/or deliverables outlined in the solicitation shall be met/delivered by the vendor/bidder/applicant as proposed therein, at the budget/cost proposed therein (if applicable), and within the timeframes as delineated within the solicitation.  
☒ YES ☐ NO ☐ N/A (no solicitation)
- 3.) That neither the vendor/bidder/applicant and/or any company official nor any subcontractor to the vendor/bidder/applicant and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut or the Federal Government.  
☒ YES ☐ NO
- 4.) That neither the vendor/bidder/applicant and/or any company official nor any subcontractor to the vendor/bidder/applicant and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with other states within the United States.  
☒ YES ☐ NO


## ACKNOWLEDGEMENT OF VENDOR/BIDDER/APPLICANT

- 5.) With regard to a State contract as defined in Public Act 07-1 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 undersigned expressly acknowledges:

Receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions.

☒ YES ☐ NO ☐ N/A pursuant to CHRO definition below\*

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

Written Signature of Person Authorized to Bind the Vendor/Bidder Contractually: 	Date: 12/31/19
Type or Print Name of Authorized Signatory: Matthew Fulda	Title of Signatory: Executive Director

## IF VENDOR/BIDDER/APPLICANT IS A CORPORATION

What is the authority of signatory to bind the vendor/bidder/applicant contractually?

☐ Corporate Resolution ☐ Corporate By Laws ☐ Other **(Please provide a written copy.)**

Is your business income reportable to the IRS? ☐ Yes ☐ No

Are you a DAS certified minority owned business? ☐ Yes ☐ No If YES, check all that apply.

☐ Women Owned ☐ Black ☐ Hispanic ☐ American Indian ☐ Disabled ☐ Iberian Peninsula ☐ Asian ☐ Other

Subject of Solicitation	Submission Due	Division	Date Issued



Form

**W-9**(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service**Request for Taxpayer  
Identification Number and Certification**► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.**Give Form to the  
requester. Do not  
send to the IRS.**Print or type.  
See Specific Instructions on page 3.**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Greater Bridgeport Regional Planning Agency

**2** Business name/disregarded entity name, if different from above

Connecticut Metropolitan Council of Governments

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.☐Individual/sole proprietor or  
single-member LLC☐

C Corporation

☐

S Corporation

☐

Partnership

☐

Trust/estate

☐

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.☒

Other (see instructions) ► Quasi Governmental

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting  
code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.

1000 Lafayette Boulevard, Suite 925

Requester's name and address (optional)

**6** City, state, and ZIP code

Bridgeport, CT 06604

**7** List account number(s) here (optional)**Part I Taxpayer Identification Number (TIN)**Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

- -

or

Employer identification number

06 - 0765591

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.**Sign  
Here**Signature of  
U.S. person ►

Date ► 12/31/19

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



# STATE OF CONNECTICUT - AGENCY VENDOR FORM

**IMPORTANT: ALL parts of this form must be completed, signed and returned by the vendor.**

**READ & COMPLETE CAREFULLY**

SP-26NB-IPDP Rev. 4/10

<b>COMPLETE VENDOR LEGAL BUSINESS NAME</b> Greater Bridgeport Regional Planning Agency		<b>Taxpayer ID # (TIN):</b> <input type="checkbox"/> SSN <input checked="" type="checkbox"/> FEIN 06-0765591 <small>WRITE/TYPE SSN/FEIN NUMBER ABOVE</small>	
<b>BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)</b> Connecticut Metropolitan Council of Governments			
<b>BUSINESS ENTITY:</b> <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC CORPORATION <input type="checkbox"/> LLC PARTNERSHIP <input type="checkbox"/> LLC SINGLE MEMBER ENTITY <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR <input checked="" type="checkbox"/> GOVERNMENT			
<b>NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.</b>			
<b>BUSINESS TYPE:</b> <input type="checkbox"/> A. SALE OF COMMODITIES <input type="checkbox"/> B. MEDICAL SERVICES <input type="checkbox"/> C. ATTORNEY FEES <input type="checkbox"/> D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT) E. OTHER (DESCRIBE IN DETAIL) <input checked="" type="checkbox"/> quasi governmental			
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
<b>NOTE: IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.</b>			
<b>NOTE: IF YOUR BUSINESS IS A CORPORATION, IN WHICH STATE ARE YOU INCORPORATED?</b>			
<b>VENDOR ADDRESS STREET</b> 1000 Lafayette Boulevard, Suite 925		<b>CITY STATE ZIP CODE</b> Bridgeport CT 06604	
<small>Add Additional Business Address &amp; Contact information on back of this form.</small>			
<b>VENDOR E-MAIL ADDRESS</b> mfulda@ctmetro.org		<b>VENDOR WEB SITE</b> www.ctmetro.org	
<b>REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS.</b> <input checked="" type="checkbox"/> SAME AS VENDOR ADDRESS ABOVE.			
<b>REMIT ADDRESS STREET</b>		<b>CITY STATE ZIP CODE</b>	
<b>CONTACT INFORMATION: NAME (TYPE OR PRINT)</b>			
<b>1<sup>ST</sup> BUSINESS PHONE:</b>		<b>HOME PHONE:</b>	
<b>2<sup>ND</sup> BUSINESS PHONE:</b>		<b>1<sup>ST</sup> PAGER:</b>	
<b>CELLULAR:</b>		<b>2<sup>ND</sup> PAGER:</b>	
<b>1<sup>ST</sup> FAX NUMBER:</b>		<b>TOLL FREE PHONE:</b>	
<b>2<sup>ND</sup> FAX NUMBER:</b>		<b>TELEX:</b>	
<b>WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR</b> 			<b>DATE EXECUTED</b>
<b>TYPE OR PRINT NAME OF AUTHORIZED PERSON</b> Matthew Fulda		<b>TITLE OF AUTHORIZED PERSON</b> Executive Director	
<b>IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE?</b> <input type="checkbox"/> YES (ATTACH COPY OF CERTIFICATE) <input checked="" type="checkbox"/> NO			
<b>IS YOUR BUSINESS CURRENTLY A CT DOT CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE (DBE)?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
<b>IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY &amp; AGENCY ADDRESS</b>			
<b>PURCHASE ORDER DISTRIBUTION:</b> (E-MAIL ADDRESS) ckelleher@ctmetro.org			
<b>NOTE: THE E-MAIL ADDRESS INDICATED IMMEDIATELY ABOVE WILL BE USED TO FORWARD PURCHASE ORDERS TO YOUR BUSINESS.</b>			

**ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION ON SEPARATE SHEET IF REQUIRED**

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

## ACKNOWLEDGMENT OF CONTRACT COMPLIANCE NOTIFICATION TO BIDDERS

**INSTRUCTION:** Bidder must sign acknowledgment below, and return this form to the awarding agency with the bid proposal.

The undersigned duly authorized representative of the bidding vendor acknowledges receiving and reading a copy of the **NOTIFICATION TO BIDDERS**. *(Please print name under signature line.)*



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Title

12/31/19  
\_\_\_\_\_  
Date

### On behalf of:

Connecticut Metropolitan Council of Governmeths  
\_\_\_\_\_

\_\_\_\_\_  
Vendor Name

1000 Lafayette Boulevard, Suite 925  
\_\_\_\_\_

\_\_\_\_\_  
Street Address

Bridgeport  
\_\_\_\_\_

CT  
\_\_\_\_\_

06604  
\_\_\_\_\_

City

State

Zip

06-0765591  
\_\_\_\_\_

\_\_\_\_\_  
Federal Employee Identification Number  
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

## CONTRACTOR/GRANTEE COMPLIANCE REQUIREMENTS

**NOTE: - THESE REQUIREMENTS APPLY TO ALL CONTRACTORS - INCLUDING GRANTEES AND INDIVIDUALS**

Connecticut General Statute Section 4a-60 was adopted to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons. To carry out the provisions of the Statute, the Commission on Human Rights and Opportunities developed Regulations concerning Contract Compliance and approval of Contract Compliance Programs which impose certain obligations on State agencies as well as contractors doing business with the State of Connecticut.

These regulations require that as an awarding agency, in this instance, the Office of Policy and Management (OPM), must consider the following factors in its selection of any contractor:

- The bidder's success in implementing an affirmative action plan;
- If the bidder does not have a written affirmative action plan, the bidder's promise to develop and implement a successful affirmative action plan;
- The bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- The bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises.

In order to assess the factors above, contractors are required to provide OPM with information about their organizations.

A package of information is provided with forms and instructions that must be completed, signed by responsible parties and returned to OPM with the response to the Request for Proposal or with the Grant Application.

*PLEASE NOTE: If you indicate that you will be sub-contracting a portion of this contract, you will be sent further forms for completion as required in the contract compliance regulations. Thank you for your cooperation.*



**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS  
NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in 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 Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

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**INSTRUCTIONS AND OTHER INFORMATION**

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

**1) Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

## 3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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### BIDDER CONTRACT COMPLIANCE MONITORING REPORT

#### PART I – Bidder Information

<p>Company Name: Connecticut Metropolitan Council of Governments</p> <p>Street Address: 1000 Lafayette Boulevard, Suite 925</p> <p>City &amp; State: Bridgeport, CT 06604</p> <p>Chief Executive: Matthew Fulda</p>	<p>Bidder Federal Employer Identification Number: 06-0765591</p> <p>Or Social Security Number:</p>
<p>Major Business Activity: (brief description)</p> <p>Transportation and land use planning services, brownfields assessment and remediation, economic development and planning for natural hazard mitigation.</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>-Bidder is a minority business enterprise? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(If yes, check ownership category)</p> <p>Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/></p> <p>American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/></p> <p>Individual(s) with a Physical Disability <input type="checkbox"/> Female <input type="checkbox"/></p> <p>-Bidder is certified as above by State of CT? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>Bidder Parent Company: NA (If any)</p>	
<p>Other Locations in CT: NA (If any)</p>	

#### PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 &amp; 4a-60a Conn. Gen. Stat.? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/></p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/></p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>12. Does your company have a written affirmative action Plan? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>If no, please explain.</p>
	<p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes No</p> <p>If yes, give name and phone number:</p>



1. Will the work of this contract include subcontractors or suppliers? Yes ☒ No ☐

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

TBD - We will need to do a procurement process.

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes ☐ No ☐

## PART IV - Bidder Employment Information

Date: 12/31/19

JOB CATEGORY*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management	3	2	1								
Business & Financial Ops	2	1	1								
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering	1	1									
Office & Admin Support	3	2	1								
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE	9										
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											


\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

## PART V - Bidder Hiring and Recruitment Practices

(Page 5) 20

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination  We are an equal opportunity employer and hire based on qualifications and quality of work.
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	Work Experience	
Private Employment Agencies	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	Ability to Speak or Write English	
Schools and Colleges	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10	<input type="checkbox"/>	Written Tests	
Newspaper Advertisement	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	High School Diploma	
Walk Ins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5	<input checked="" type="checkbox"/>	College Degree	
Present Employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10	<input type="checkbox"/>	Union Membership	
Labor Organizations	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	Personal Recommendation	
Minority/Community Organizations	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	Height or Weight	
Others (please identify)				<input type="checkbox"/>	Car Ownership	
APA Sites	<input type="checkbox"/>	<input type="checkbox"/>	50	<input type="checkbox"/>	Arrest Record	
Website	<input type="checkbox"/>	<input type="checkbox"/>	25	<input type="checkbox"/>	Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature) 	(Title) Executive Director	(Date Signed) 12/31/19	(Telephone) 203-366-5405
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## OFFICE OF POLICY AND MANAGEMENT

Enter Division Name

**450 CAPITOL AVENUE**

MS # enter mail stop number

**HARTFORD, CT 06106**

### GENERAL GRANT CONDITIONS

#### **SECTION 1: Use of Grant Funds.**

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. Grant funds shall not, without advance written approval by the Office of Policy and Management (OPM), be obligated prior to the starting date or subsequent to the end date of the grant period.

#### **SECTION 2: 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.

#### **SECTION 3: Retention of Records and Records Accessibility.**

3.1 All services performed by Grantee shall be subject to the inspection and approval of OPM at all times, and Grantee shall furnish all information concerning the services. OPM 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. OPM or its representatives will give the Grantee or its subcontractors or subgrantees at least twenty-four (24) hours' notice of such intended examination. At OPM's request, the Grantee or subcontractors or subgrantees shall provide OPM with hard copies or an electronic format of any data or information in the possession or control of the Grantee, subcontractor or subgrantee which pertains to OPM's business under this agreement.

3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years starting from the date of submission of the final expenditure report with the following qualifications and shall make them available for inspection and audit by OPM or its representative:

- a. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved; and
- b. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.

3.3 Any subcontractor or subgrantee under this agreement shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by OPM or its representative. The Grantee must incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or subgrantee providing services under this agreement.

#### **SECTION 4: Insurance.**

The Grantee agrees that while performing any service specified in this grant, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" OPM and the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with OPM prior to the award of funding.



### **SECTION 5: Conflict of Interest.**

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 interest 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.

### **SECTION 6: Reports.**

The Grantee shall submit such reports as OPM shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and subgrantee packets and budgets. Cash requests may be withheld by OPM until complete and timely reports are received and approved.

### **SECTION 7: Funding Limitation.**

Funding of this project in no way obligates OPM to fund the project in excess of this grant, beyond the period of this grant, or in future years.

### **SECTION 8: Revised Budget.**

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the Grantee agrees to submit to OPM a revised budget and budget narrative equal to and in the same distribution as the grant award not later than thirty (30) days after signing of the grant. Cash requests will be withheld until the revision is received and approved.

### **SECTION 9: Audits.**

9.1 In accordance with the following conditions, the Grantee agrees to conduct and submit to OPM two completed audit packages with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.

9.2 If the Grantee meets the requirements of the State Single Audit Act, §§ 4-230 through 4-236, as amended, of the Connecticut General Statutes, the Grantee is required to submit a State Single Audit Report to OPM. Connecticut General Statutes § 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 OPM for this grant and it is the only State Financial Assistance that the Grantee has received during this fiscal period. The State Single Audit Report should be filed with OPM no later than six months after the end of the audit period.

9.3 If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, and meets the 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 Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. 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 receives Financial Assistance under only one federal program. 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 by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

### **SECTION 10: Unexpended Funds and/or Disallowed Costs.**

If project costs are less than the grant, and/or any project costs have been disallowed, the Grantee agrees to return the unexpended/disallowed funds to OPM no later than sixty (60) days following closeout of the grant.



# **SECTION 11: Nondiscrimination and Affirmative Action.**

11.1 The Grantee agrees to comply with each provision of Connecticut General Statutes §§ 4a-60, 4a-60a, 46a-68e and 46a-68f, and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities (CHRO) pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, 46a-68f, and 46a-86 related to affirmative action and nondiscrimination provisions in contracts, compliance, and reporting.

11.2 In accordance with Connecticut General Statutes § 4a-60(a)(1) the Grantee agrees and warrants that in the performance of the Grant Award such Grantee 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 Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut.

11.3 In accordance with Connecticut General Statutes § 4a-60(a)(1) the Grantee 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 such Grantee that such disability prevents performance of the work involved.

11.4 In accordance with Connecticut General Statutes § 4a-60(a)(2) the Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by CHRO.

11.5 In accordance with Connecticut General Statutes § 4a-60a(a)(1) the Grantee agrees and warrants that in the performance of the grant such Grantee 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 of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

11.6 In accordance with Connecticut General Statutes §§ 4a-80(a)(3) and 4a-60a(a)(2) the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by CHRO advising the labor union or workers' representative of the Grantee's commitments, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

11.7 In accordance with Connecticut General Statutes §§ 4a-60(a)(5) and 4a-60a(a)(4), the Grantee agrees to provide CHRO with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee which relate to the provisions of this section and Connecticut General Statutes § 46a-56.

11.8 In accordance with Connecticut General Statutes § 4a-60(b) if the grant is a public works contract, the Grantee agrees and warrants that the Grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by CHRO, of its good faith efforts, pursuant to Connecticut General Statutes §§ 4a-60(f) and 4a-60(g), respectively. For the purposes of this document, "Public Works Contract" is defined in accordance with Connecticut General Statutes § 46a-68b; and "Minority Business Enterprise" is defined in accordance with § 4a-60(e).

11.9 In accordance with §§ 4a-60(h) and 4a-60a(c) the Grantee shall include the provisions of subsections 11.1 to 11.8 inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of CHRO. The Grantee 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 Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the Grantee 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.

11.10 For the purposes of this entire Nondiscrimination section, "Grant Award" includes any extension or modification of the Grant Award, "Grantee" includes any successors or assigns of the Grantee, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this section, "Grant Award" does not include a grant where each grantee is (1) a political subdivision of the State of Connecticut, including, but not limited to municipalities, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3), or (4) of this subsection.

#### **SECTION 12: Executive Orders.**

12.1 This agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the agreement is completed or terminated prior to completion. This agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.2 This agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This agreement may be canceled, terminated or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.3 This agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

#### **SECTION 13: Americans with Disabilities Act.**

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the grant award period. The Grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Grantee to satisfy this standard either now or during the period of the grant, as it may be amended, will render the grant voidable at the option of OPM upon notice to the Grantee. The Grantee warrants that it will hold OPM and the State harmless from any liability, which may be imposed upon OPM and the State as a result of any failure of the Grantee to be in compliance with this Act.

#### **SECTION 14: Independent Contractor.**

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

#### **SECTION 15: Federal Compliance and Assurances.**

If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, the Grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 as amended; and the Age Discrimination Act of 1975, to the effect that no person shall, on the grounds



of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.

#### **SECTION 16: Non-Supplanting.**

16.1 If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees that these grant funds will be used to supplement and increase, but not supplant, the level of state, local, private and federal funds that would, otherwise, be made available for this project and to serve this target population and will in no event replace such state, local, private and federal funds.

16.2 The Grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. OPM may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

#### **SECTION 17: Additional Federal Conditions.**

If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the federal grantor agency to OPM and which are, hereby, made a part of this grant award.

#### **SECTION 18: Indemnification.**

The Grantee, hereby, agrees to indemnify, defend and save harmless the State of Connecticut, including, but not limited to, OPM, their respective officers, employees and agents for any breach of this agreement.

#### **SECTION 19: Large State Contracts.**

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large state contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift affidavit, which Contractor shall update as prescribed by Connecticut General Statutes § 4-252(a). In addition, pursuant to Governor Dannel P. Malloy's Executive Order No. 49, anyone who executes and files said gift affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

#### **SECTION 20: State Contracting Standards Board.**

Pursuant to Connecticut General Statute §4e-7 the Grantee acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for OPM's consideration and final OPM determination, termination of this grant contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or state contracting agency.

#### **SECTION 21: 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).

#### **SECTION 22: Campaign Contribution and Solicitation Prohibitions.**

For all State contracts as defined in § 9-612 of the Connecticut General Statutes 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. See Attachment A.

**SECTION 23: Nondiscrimination Certification.**

Pursuant to Connecticut General Statutes §§ 4a-60 and 4a-60a every Grantee is required to provide the State with a nondiscrimination certificate for all State contracts regardless of type, term, cost or value. Notwithstanding the foregoing, the types of Grantees listed in section 11.10 are not required to file a nondiscrimination certificate. The appropriate form must be submitted to the awarding agency (as defined by Connecticut General Statutes §4a-60g) prior to contract execution. Copies of "nondiscrimination certification" forms that will satisfy the statutory requirements may be found on OPM's website. The applicable certification form must be signed by an authorized signatory of the Grantee.

**SECTION 24: Additional Restrictions on Use of Federal Funds.**

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.

**SECTION 25: Iran Certification.**

Effective October 1, 2013, OPM Iran Certification Form 7 must be submitted for any large state contract, as defined in § 4-250 of the Connecticut General Statutes. OPM Iran Certification Form 7 must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form.

**SECTION 26: Forum and Choice of Law.**

The parties deem the Grant 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 Grant 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.

**Section 27: 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 From Income Tax Form 990 with the Internal Revenue Service. At OPM's request, the Grantee shall provide OPM with documentation pertaining to Grantee's 501(c) (3) and/or annual filings.

**SECTION 28: Special Grant Conditions.**

The Grantee agrees to comply with the attached Special Grant Conditions, which have been issued in connection with this specific grant award, and which are hereby made a part of this award.

## ATTACHMENT A

### **NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

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

#### **Campaign Contribution and Solicitation Limitations**

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

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

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

#### **Duty to Inform**

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

#### **Penalties for Violations**

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

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

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



### **Contract Consequences**

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

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

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

### **Definitions:**

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any

agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of Navy or the United States Department of Defense.

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

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

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

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

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

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



**STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT**

Enter Division Name  
450 CAPITOL AVENUE  
MS # Enter Mail Stop Number  
HARTFORD, CT 06106

**SPECIAL GRANT CONDITIONS**

*Check applicable box, if required.*

- ☐ 1. The Grantee agrees to complete and submit to OPM a revised project narrative not later than thirty (30) days after signing this grant award. The Grantee must contact OPM program staff at **enter contact info** regarding the required revisions.
- ☐ 2. Specific funding limitations have been applied to this grant. Please contact OPM program staff at **enter contact info** for further detail on these funding restrictions.
- ☐ 3. The Grantee is required to participate in training session(s) on **Select Date**. The Grantee must contact **enter contact info** to schedule training and determine if there are other technical assistance opportunities.
- ☐ 4. The Grantee must submit to OPM for review and approval a revised budget itemization for any proposed change (1) which will alter a budget category by more than 10% of the budget category or by more than \$500, whichever is greater, or (2) which places resources in a budget category not previously funded. Significant changes in the use of funds within a budget category, while not requiring a formal budget revision, should be reported to OPM by letter.
- ☐ 5. The Grantee must submit to OPM for review and approval a revised budget itemization for any proposed change (1) which will alter a budget category or (2) which moves resources between budget categories or (3) which moves resources to a line-item not previously approved by OPM
- ☐ 6. The Grantee, including all other recipients of assistance under the grant, whether by contract, subcontract, or subgrant, upon request, agrees to cooperate with research and evaluation efforts of OPM or any party designated by OPM for such purpose. The Grantee further agrees that such cooperation includes but is not limited to: (1) collecting and maintaining project data, including client data, (2) supplying project data to OPM or its designee; and (3) permitting access by OPM or its designee to any and all project information whether stored by manual or electronic means.
- ☐ 7. Grantee's attendance at all training events, seminars and conferences must be approved by OPM prior to submitting registration for the event. Requests to attend training events must include names of staff, purpose of training, justification/need for training, location, dates and costs. Staff attending training events may be required to present a summary of the training to OPM and/or other Grantees.
- ☐ 8. It will be the sole responsibility of the Grantee, and its staff, to insure that any report, article, computer program, database or other product or publication, whether oral or in writing, resulting from the performance of duties pursuant to this grant application and grant award, protects the privacy of confidential information and complies with confidentiality and privacy rights and obligations created by any federal and state law, court rules, or rules of professional conduct applicable to the work performed by the Grantee.

- ☐ 9. The Grantee certifies that the application on which this grant is based was presented to the superintendent of schools for its school district and his or her comments thereon were given consideration prior to the submission of the application to OPM.
- ☐ 10. The Grantee shall comply with the following statutes, regulations, guidelines and requirements, to the extent applicable and mandated by the controlling underlying federal grant program:
  - ☐ Section 3789d(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended.
  - ☐ 28 C.F.R. Part 42, Subparts C, D, E.
  - ☐ 28 C.F.R. Part 23 (Criminal Intelligence Systems).
  - ☐ 28 C.F.R. Part 38 (Equal Treatment of Faith Based Organizations).
  - ☐ U.S. Department of Justice, Office of Justice Program (OJP) Financial Guide.
  - ☐ To avoid duplicating existing networks or IT systems in any initiatives funded by Bureau of Justice (BJA) for law enforcement information sharing systems, which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the Grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
  - ☐ Throughout the award period, the Grantee must ensure ongoing compliance with 8 U.S.C. § 1373. Among other things, Section 1373 bars prohibitions or restrictions on communication between State and local law enforcement agencies and officials and the Department of Homeland Security (and certain other entities) with respect to information regarding the citizenship or immigration status of any individual.
- ☐ 11. The Grantee agrees to and shall comply with all other applicable attachments provided by the federal government, as may be amended.
- ☐ 12. The Grantee agrees to and shall comply with the scope of work in the Grant, as may be amended.
- ☐ 13. The Grantee shall comply with all requirements of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, as amended, that are attached hereto.
- ☐ 14. Municipalities receiving discretionary state funding pursuant to this agreement shall be in compliance with C.G.S. § 8-23 and shall have adopted a plan of conservation and development (POCD) within the past ten years. If a municipality has not adopted a POCD within the past ten years, the municipality (1) in accordance with C.G.S. § 8-23(a)(2), has submitted a letter to the Secretary of the Office of Policy and Management and the Commissioners of Transportation, Energy and Environmental Protection, and Economic and Community Development explaining why the POCD has not been adopted within the past ten years, and (2) in accordance with C.G.S. § 8-23(b), has received written communication from the Secretary of the Office of Policy and Management waiving the prohibition of discretionary state funding pursuant to this agreement.
- ☐ 15. If applicable, the Grantee shall grant to other Connecticut municipalities or towns and/or the State limited, non-exclusive and royalty free license to use any Proprietary Computer Software or related electronic applications and all updates, upgrades and modifications developed pursuant to this Grant, but excluding Third-Party Software. For the purpose of this grant "Computer Software" means (i) computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and (ii) recorded information comprised of source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

- ☐ 16. If applicable, during the term of this Grant, including any extension thereof, Grantee and, if applicable, Grantee's subcontractor, shall install, run and maintain all upgrades, enhancements, and new releases of Grantee's proprietary Computer Software and Grantee's subcontractor's Computer Software and provide copies of such to all third parties granted a license to use such Computer Software.

## § 95-8Conditions for eligibility.

### C.

The applicant shall be entitled to tax relief if all the following conditions are met:

#### (5)

Such persons shall have individually, if unmarried, or jointly, if married, qualifying income in an amount not to exceed limits described below for each program for the tax year ending immediately preceding the application for tax relief benefits. "Qualifying income" is defined as adjusted gross income, as defined in the Internal Revenue Code of 1986, as may be amended from time to time, plus the nontaxable portion of any social security benefits, railroad retirement benefits, any tax shelter losses, income from other tax-exempt retirements and annuity sources and income from tax-exempt bonds and any other income not includable in adjusted gross income. Unreimbursed gross medical and dental expenses shall be deducted from income in calculating the applicant's Qualifying Income, as long as such unreimbursed gross medical and dental expenses are (qualifying as and included on a the applicant's federal income tax return of the calendar year immediately preceding the year of application as an itemized deduction and qualify as a Medical Deduction under Section 213(a) of the Internal Revenue Code of 1986, as may be amended, before application of the 7.5% or other limitation) of such person and the spouse are deductible from their income in arriving at qualifying income to the extent such expenses exceed 30% of their qualifying income determined before this medical deduction.

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## § 95-15Tax relief programs.

### B.

Tax deferral. Any taxpayer age 75 or older at the end of the preceding calendar year and meeting the eligibility requirements of § 95-8 and having qualifying income not exceeding \$80,000 may elect to apply for a deferral of up to 50% of the gross tax levied on applicable property each year in which the taxpayer, or his surviving spouse, continues to meet such eligibility requirements, subject to the following:

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#### (1)

The recipient shall enter into a written agreement with the Town providing for reimbursement, which shall be recorded in the land records of the Town and shall constitute a lien on the property payable upon death or conveyance.

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#### (2)

All deferral benefits plus interest shall be reimbursed to the Town: a) upon one year after the recipient's death of the recipient, unless the recipient's surviving spouse applies for benefits under this program and also qualifies under § 95-8; b); or upon conveyance of the real property subject to taxation; or c) upon one year after the property is no longer being the recipient's principal primary residence.

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(3)

All benefits shall be subject to an interest charge at the greater of the annual percentage rate of 3% or the rate on ten-year United States Treasury Notes. The rate for the purposes of this subsection shall be set by the Chief Fiscal Officer of the Town of Fairfield on January 31 in each calendar year or, if such day is a day on which the fiscal office of the Town of Fairfield is not open, on the next prior day on which it is open. Such rate shall be effective for the following year. Such interest shall be simple interest, not compounded, and shall accrue from the date of deferral until the date of repayment.

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(4)

Total deferments, including accrued interest, for all years shall not exceed 70% of the most recent assessed value of the real property.

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(5)

The qualifying income threshold of \$80,000 for the tax deferral program indicated in § 95-15B above shall be adjusted in the same manner as described in § 95-15C(2) with respect to the tax credit program.

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(6)

If a decrease in the mill rate lowers the normal tax bill below the original deferral base, the applicant will pay the normal tax. When the normal tax bill exceeds the original deferral base, the applicant will pay the original deferral base.

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(7)

Taxpayers between the age 65 and 75 who had participated in the tax deferral option as of the 2012 Grand List may reapply for their original deferral base (deferring tax above that base), provided their qualifying income for the preceding year did not exceed \$80,000.

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## Democratic Response to the First Selectwoman's State of the Town Address

January 27, 2020

Good Evening. Thank you, Madame Moderator, for providing me the opportunity to address this Body. Thank you to all Representatives of the RTM and other elected town officials who are in attendance. Thank you to FairTV for taping and broadcasting my comments. And thank you to the public for listening. It is a great honor to be able to speak to you tonight.

I am Jill Vergara, the Majority Leader of the RTM, former chair of the Senior & Disabled Tax Relief Committee, and a Representative for District 7. I will be giving the Democratic response to the First Selectwoman's State of the Town Address.

First Selectwoman Kupchick is leading the town through challenging times, and I appreciate her civil and collaborative approach to governance thus far. Only by working together will we be able to get things done and effect positive change for Fairfield. We are all unified in our love of our town and our desire to do only the best for it; when we can remember that common purpose, really listen to each other and get all ideas and concerns on the table, that is when we best serve the people of Fairfield.

The more conversations we have with each other; the more sharing of ideas and approaches; the more likely we are to achieve success. It is important and noteworthy that First Selectwoman Kupchick invited the RTM's Democratic leaders to speak to her in her first few weeks in office. Doing this was an important signal that we are all in this

together. Similarly, while standing outside the polls in a highly contentious special election, I was able to have dozens of interesting, and real, and thought-provoking conversations with Republican leaders. I don't know whether this sharing and comraderie happens in other towns, but the fact that it happens here in Fairfield gives me the hope—and expectation—that we will work together over the next two years to make what is already the best town in Connecticut, even better.

While civility and cooperation are essential to getting things done, dissent and criticism are equally vital to achieving success. I can at once deeply respect my RTM colleagues, my First Selectwoman, and members of other town bodies while at the same time disagree about policy decisions. And our ability to effectively voice that disagreement is essential for good government. Deliberative democracy gets us to the optimal solutions, because it aggregates everyone's voices and vets all viewpoints so that all solutions are fully considered and tested through the proper process. It is that “marketplace of ideas” unique to democracy that will always make us better.

Navigating the issue of illegal dumping of contaminated waste is a challenging endeavor, and we are here to help the First Selectwoman through that process. We agree with the First Selectwoman that we must properly remediate the contaminated sites, and we must bring any and all people who perpetrated crimes on our land and community to justice; but we also strongly believe that there are many important lessons to be learned from the fill pile. This knowledge and the potential to improve our internal controls is incredibly valuable, and the town should make it a priority to implement new protocols in response to the failures that we discovered. If we do not fix those failures in bidding and purchasing protocols, we will be perpetuating the negligence that enabled this breach to occur in the first place. A dedicated and anonymous



whistleblower hotline is essential to any new protocols instituted. In October 2019, both the RTM Democrats and Republicans agreed that a consulting firm should be hired to analyze the failures related to the fill pile, and we ask the First Selectwoman follow through with that discussion.

Fixing our past mistakes will protect our future. This applies not only to the fill pile, but to past and present environmental harms. The fill pile revealed certain “sins of our fathers” that had been long buried, like harmful pesticide use. We are committed to supporting environmental protections that preserve our beautiful natural assets and protect our health. For that reason, we sponsored and enacted legislation that prohibited the use of plastic checkout bags. We will also work with environmental groups currently fighting against the state’s preemption of municipalities’ control over pesticides: we agree with these environmental groups that pesticides endanger people and pollute rivers, lakes, the Sound, and soil; and we want the town to have the power to regulate pesticides in a way that protects its land, water and people. We invite the First Selectwoman to join us in this fight to protect our environment.

One focus of the First Selectwoman that we strongly support is her investment in our town buildings. To get the most out of our town’s infrastructure, we must develop a broader plan and mapping of all town assets and planned improvements to ensure that we maximize our return on investment. Without such an asset management plan, we make these decisions on capital projects in isolation and risk wasting or improperly prioritizing projects. Without having an asset management plan, we simply cannot wisely invest in our assets.

We as a caucus believe in smart investment in our existing assets. We would like to focus on investing in and leveraging those assets first, before increasing our town staff and enlarging our bureaucracy. Rather than hiring more economic development staff, we would like to see a careful and well-planned investment in the following:

1. Our school infrastructure—we would like a firm commitment to provide fresh air and air conditioning in all of our schools. It is important to note that while there are regulations protecting animals from unsafe temperatures in kennels, no such protections exist for our children. Their classrooms can rise to dangerous temperatures, and they deserve better. Our school buildings are also important assets that must be maintained properly; with the risk of mold looming larger and larger, it is imperative that we air condition our schools to protect our asset.
2. Our seniors—we want to help our seniors shoulder the burden of rising taxes and increased costs of living by increasing tax relief for seniors. Senior tax relief was originally enacted to help seniors pay their property tax. PERIOD. Fairfield had the foresight to prioritize tax relief for seniors in 1982, and we should be very concerned that we have less people participating in our tax relief programs than we did when we first created the program in 1982. We need to work together so that participation in the plan increases to benefit more seniors and disabled residents so that they will be able to age in place.
3. Our roads and connectivity—Fairfield has been recognized as having one of the top ten complete streets policies in the country. People move to Fairfield because of its walkability. We have to invest more in our road safety and sidewalk

infrastructure, which would keep people safe, healthy and connected and also helps to increase property values.

4. Our marina, beaches and lake—Fairfield is blessed with natural assets. We need to protect these assets with good environmental protections, and we also need to maintain these assets properly. The marina has gone far too long without a maintenance plan. We need to make basic improvements for the safety of our boaters. We also need a multi-year dredging plan so that we never have such unsafe boating conditions as we did this past season. The beaches are Fairfield's most valuable asset, and yet, we've thought very little about how to maximize their value. Creative and innovative programming or public/private partnerships could generate significant revenue for Fairfield.
  
5. Our existing businesses—I never imagined that I could love any place as much as I had loved living in Brooklyn. Fairfield has far exceeded my expectations and has become my favorite hometown; with the best restaurants, pizzerias, cafes, food markets, delis, butchers, bakeries, clothing stores, gyms, and bars, I have everything that I could ever need or want at my fingertips. All packaged in a homey, tight-knit community that is welcoming for all families. To help our wonderful and thriving business districts, we must invest in our infrastructure, making our town more accessible, more walkable, and visually more cohesive. We need to make better use of our train station parking lots; we need to advocate for improvements like pedestrian bridges to link our available parking to our businesses.

6. Our universities—College towns are highly sought-after. Fairfield has two fantastic universities. They add significant value to our town, and we need to work with these amazing institutions in marketing all that they—and we—have to offer. Both Sacred Heart University and Fairfield University have made significant contributions to our downtown—Sacred Heart with its commitment to the Community Theater and Fairfield University with the Campus Bookstore. We must continue that partnership to improve our town. The State has failed to restore PILOT funding to the town, which has left the Town to absorb the increase of student population and campus sizes on the shoulders of its existing tax base. Partnering with these institutions and encouraging space sharing as well as supplementary services to our schools would be mutually beneficial to both the universities and the town.

These 2 stellar educational institutions, and the Fairfield Theatre Company and upcoming Community Theatre, provide the ideal foundation for an arts community here in Fairfield. Of all the towns in Connecticut, we are the ideal foundation to be a creative center—we have the people, the students, the history, the culture, the accessibility. Our active fostering of our arts community and vibrant downtown will make Fairfield a uniquely desirable place to live and visit.

We are rooting for First Selectwoman Kupchick, because when she succeeds, Fairfield succeeds. We pledge to be partners in Fairfield's success. We are here to help move Fairfield forward and to fight for issues important to us—environmental protection, investment in infrastructure, helping seniors and the disabled to continue to live in town and providing services that make the town more livable and attractive for our older residents, protecting our neighborhood schools, investing in our school infrastructure, funding our schools in a way that maintains our academic excellence. We are ready and willing to be partners in 1) correcting and learning from our past mistakes, and 2) investing in our assets in a carefully planned way. If we can accomplish these things, we can make the best town in Connecticut even better.