

EAST LYME BOARD OF SELECTMEN
REGULAR MEETING OF APRIL 15, 2020
Via ZOOM (Instructions Below)
7:30 PM

AGENDA

1. a) Pledge Allegiance to the Flag
b) Additional Agenda & Consent Calendar Items
c) Approval of Minutes
 - Special Meetings of March 2, March 4 and March 16, 2020
 - Regular Meeting of March 4, 2020d) Consent Calendar
2. Old Business
 - a) Direct the Board of Finance to approve the budget and set the mil rate
3. New Business
 - a) Hazard Mitigation Plan - 2019 Report (Review Only)
 - b) Bond Refunding - up to \$13,000,000
 - c) Tax Collector - Discussion of Tax Payment Schedule and Available Options and to Direct the Tax Collector to proceed
 - d) Authorize First Selectman to execute Personal Services Agreement PEGPETIA Grant - \$85,307.44
 - e) Authorize Emergency Expenditures due to Pandemic
 - f) SCRRA/East Lyme MSW Ordinance Amendment
4. a) Ex-Officio
b) First Selectman's Report
5. Executive Session for the purpose of discussing legal matters
6. Adjourn

East Lyme Board of Selectmen is inviting you to a scheduled Zoom meeting.

Topic: BOARD OF SELECTMEN

Time: Apr 15, 2020 07:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82269959367>

Meeting ID: 822 6995 9367

Dial by your location

+1 646 558 8656 US (New York)

Meeting ID: 822 6995 9367

Find your local number: <https://us02web.zoom.us/j/82269959367>

FILED

APR 13 20 20 AT 2:04 AM (PM)
Kenneth M. Mullen
EAST LYME TOWN CLERK

FILED

EAST LYME BOARD OF SELECTMEN

Board of
Selectmen

APR 15 20

Agenda Item
1C

March 10 2020 AT 11:45 AM/PM SPECIAL MEETING OF MARCH 2, 2020

MINUTES

Kim M. Wilson
EAST LYME TOWN CLERK

PRESENT: Mark Nickerson, Kevin Seery, Marc Salerno, Rose Ann Hardy and Dan Cunningham

EXCUSED: Paul Dagle

ALSO PRESENT: Anna Johnson, Cathy Wilson, John McCulloch, Chief John Dwire, Chief Bill Rix, Mary Smith, Barbara McGrath, Barbara Johnson Low, Gary Lakowsky, Benn Bullock, and Maggi Prokop

Mr. Nickerson called the Special Meeting for the purpose of Budget Reviews to order at 6:00 p.m. and led the Pledge of Allegiance.

#106 – Human Resources

Ms. Johnson spoke and explained that they are requesting an increase in funding to support the recent increase in hours from 20 to 30 hours per week; and they request that this position become a 37.5 hours position on January 1, 2021. She reported that already they are receiving very positive feedback from employees on the increase in office hours. She noted that line 096 Wellness is no longer funded since we switched insurance companies in July 2019; the new insurance carrier does not offer funds for wellness programs. Mrs. Hardy suggested that it might be an option to combine future wellness events with the BOE to pool resources. Mr. Nickerson stated that he supports increasing the hours for the HR Coordinator, and the other Board members concurred.

#418 – Commission on Aging

Mrs. Wilson presented the budget for the COA and noted that this budget is being presented at a 10% reduction from last year. She thanked the Board for their support of increasing the hours of the Senior Center Associate to 37.5 from 30; this has been very helpful and has made a positive difference in how the office functions. After cutting back on the Dial & Ride program in this year's budget they found that they have a little extra, so they are able to provide some extra transportation assistance to seniors in need. She anticipates that the vehicle, which was procured through the DOT grant, will be on the road by the fall. She stated that she is already working on the same grant for next year. She stated that they are moving into a new revolving system for programs, and that a new line item for program subsidy has been created to act as a cushion during the transition period; she anticipates that this line item will no longer be needed in the 23/23 fiscal year budget. Mrs. Hardy inquired as to solutions to the transportation issues; and Mrs. Wilson reported that she is actively working with Groton and Eastern CT Transportation Consortium (ECTC), as well as other communities, to explore regional solutions to the region's transportation needs. Mr. Nickerson stated that in Stonington they have eliminated the SEAT bus routes and moved over to a ride share program, and that this might be an option also.

#110 – Registrars

Mary Smith and Barbara McGrath were in attendance to speak on this budget. Ms. McGrath stated that this year is an election year, and election years are the most expensive. Along with the election, we can also expect two primary election days in August. For the current year, we still have two primaries in April, as well as the budget referendum in May. The biggest challenge is that it's very hard to estimate total costs, so they are prepared for all situations, such as the expense of a recount and/or audit. There is also an increased cost for adding a third polling place, which will be Niantic Center School.

#103 – Tax Collector

Mr. McCulloch, Tax Collector, presented the budget and it was discussed that the tax bills are currently done manually, and the increase in this budget is to allow for that process to be outsourced. Currently it takes the Tax Collector's office staff two full weeks to print, prepare and mail the tax bills. Outsourcing this process will free up staff for daily activities and save money over time.

#104 – Building

Mr. Steve Way, Building Official, presented this budget and stated that this budget is driven by the number of projects. Currently there are a lot of projects. He is requesting another part-time assistant to supplement his team; currently he has one part-time assistant who works two days per week, so the new assistant would work the off days. He also noted that two part-time assistants save money in expenses, salary and benefits over having one full time person. He is also proposing about a 30% increase in fees, which will bring East Lyme in line with surrounding towns, and still lower than some.

#134 – Brookside Farm Museum

Gary Lakowsky and Maggi Prokop spoke on this budget and reported that the house needs a lot of work. Priority is the back porch, which needs to be completely torn down and rebuilt. He stated that they will be replacing it with a porch that is fully ADA compliant. He also noted that the roof replacement is on the Capital project list.

#139 – Historic Properties

Barbara Johnson Low and Benn Bullock were in attendance to speak on this budget. She stated that as per the Board's request during last year's budget process, they are pursuing other revenue opportunities, including grants which require guaranteed funds match from the Town so they will be back as the grant process evolves. The house will require some work this year, and Mr. Nickerson supports their budget request of \$9,000 for #222 Building Maintenance, and the \$10,000 match for the grants in CIP. She reported that she is working with Joe Bragaw to get assistance from Public Works in maintaining the walking paths, utilizing Town resources. She reported that they will be holding another free public scanning event for residents to bring in their personal items to be photographed, scanned and documented into the East Lyme history books.

Capital / CIP

Ms. Johnson and Mr. Nickerson reviewed the Capital and CIP Items for 2020/2021. Niantic Fire Department Chief John Dwire and Flanders Fire Department Chief Bill Rix were in attendance to discuss the requested upgrade to both fire departments radio equipment. They explained that once the up-to-date radio equipment is purchased, the only recurring cost would be battery replacement every 5-7 years. It is necessary to upgrade these radios as they do not have the technology to communicate with new equipment, which most area towns already have; this equipment cannot be modified to work with newer technology. These new radios will also allow our emergency personnel to interact with State emergency personnel. Chief Rix reported that they have a tanker truck on the list that needs to be replaced; it is currently out of service and will cost more to fix it than its worth.

#115 – Services to Community

Ms. Johnson reported that this budget is pretty much status quo except for increasing the EL Cemeteries line item by \$1,000 to give them \$2,500 total; and add \$250 the EL Historical Society line to bring that up to \$2,500.

#120 – Contingency

Ms. Johnson stated that a line item for Public Safety Building has been added because it is unsure when the building will be ready for them to move in, and the cost of maintaining the building is yet to be determined.

#522/523 – Debt Service

Ms. Johnson briefly reviewed these line items and explained the staggered payment plan.

MOTION (1)

Mr. Seery MOVED to adjourn the March 2, 2020 Special Meeting of the Board of Selectman at 8:50 p.m.
Seconded by Mr. Salerno. Motion passed 5-0.

Respectfully Submitted,



Sandra Anderson
Recording Secretary

EAST LYME BOARD OF SELECTMEN
SPECIAL MEETING OF MARCH 4, 2020

Board of
Selectmen
APR 15 20
Agenda Item
1C

MINUTES

PRESENT: Mark Nickerson, Kevin Seery, Marc Salerno, Rose Ann Hardy and Dan Cunningham
EXCUSED: Paul Dagle

ALSO PRESENT: Director of Finance Anna Johnson, Superintendent Jeff Newton, Director of Finance Maryanna Stevens, Assistant Superintendent Amy Drowne, Director of Student Services Kim Davis, and Director of IT Pat Lannon

Mr. Nickerson called the Special Meeting for the purpose of Budget Reviews to order at 5:35 p.m. and led the Pledge of Allegiance.

Budget Review – Board of Education

Mr. Newton introduced everyone in attendance from the Board of Ed, and reviewed his presentation, attached hereto as Exhibit 1. He explained that this information, and more, can be found on the eastlymeschools.org webpage. He reported that they held budget workshops for the first time, and those went well and proved to be productive. Mr. Newton stated that the staffing recommendations come from State guidelines regarding suggested student to teacher ratios, and that currently we have only one math coach for all three elementary schools. Ms. Drowne addressed the Board and explained the need for an additional math coach in the elementary schools; and it was noted that having a math coach at the elementary level has proven to be very beneficial. Ms. Davis presented information which supported the request for the addition of one social worker. Mr. Newton stated that although this is a large increase, the items in the budget are necessary for updating and maintaining our schools and staff moving forward and he anticipates that there will not be large increases like this in coming years. He reported that the Board of Education and the Town have begun exploring the potential benefits of collaborating on town-wide IT needs. It was explained that some of the older computers no longer work with the new applications, and most of the curriculum is computer based. Mr. Nickerson stated that at a recent meeting in Hartford, there was discussion surrounding the unsustainable increase in Information Technology in the school systems. He explained that he agrees that education is very important and that the need is justified, but we need to work hard to find places to make some reductions. The town cannot count on State ECS funding as it has decreased and will continue decreasing until it is no longer available. He stated that we may have to consider instituting "pay-for-play" as an option moving into the future. Another item for consideration is to combine resources such as building maintenance; this is something that Mr. Nickerson would like to discuss when they meet again regarding the Town's IT needs. Mrs. Hardy suggested that we might also look into raising tuition for out-of-town students.

MOTION (1)

Mr. Seery MOVED to adjourn the March 4, 2020 Special Meeting of the Board of Selectman at 7:22 p.m.
Seconded by Mr. Salerno. Motion passed 5-0.

Respectfully Submitted,



Sandra Anderson
Recording Secretary

FILED

Mar 11 20 20 AT 3:30 AM/PM


EAST LYME TOWN CLERK

FILED

Mar 13 20 20 AT 4:00 AM/PM

EAST LYME BOARD OF SELECTMEN
REGULAR MEETING OF MARCH 4, 2020
MINUTES

[Signature]
EAST LYME TOWN CLERK

Board of
Selectmen

APR 15 20

Agenda Item
1C

PRESENT: Mark Nickerson, Kevin Seery, Rose Ann Hardy, Marc Salerno and Dan Cunningham
EXCUSED: Paul Dagle
ALSO PRESENT: Finance Director Anna Johnson and Fire Marshal John Way

Mr. Nickerson called the meeting to order at 7:30 p.m. and stated that the Pledge of Allegiance was done at the beginning of the special meeting.

1b. Additional Agenda and Consent Items
There were none.

1c. Delegations

Mr. Mike Schulz, Lovers Lane stated that he felt that the Board of Education's presentation on the budget was great and thoroughly explained the needs and the reasons for the requested funds. He noted that if the cost per student listed does not include ECS and transportation funds, that that would bring the total per student to approximately \$20,000. Mr. Schulz suggested that the Town should consider a wage freeze for all employees for the 2020/2021 fiscal year.

1d. Approval of Minutes

MOTION (1)

Mr. Seery MOVED to approve the Special Meeting Minutes of February 10, 2020, as submitted, Seconded by Mrs. Hardy. Motion passed 5-0.

Mr. Seery MOVED to approve the Special Meeting Minutes of February 19, 2020, as submitted, Seconded by Mr. Salerno. Motion passed 5-0.

Mr. Seery MOVED to approve the Regular Meeting Minutes of February 19, 2020, as submitted, Seconded by Mrs. Hardy. Motion passed 5-0.

1e. Consent Calendar

MOTION (2)

Mr. Seery MOVED to approve the Consent Calendar for the meeting of March 4, 2020, in the amount of \$52,545.54.

Seconded by Mr. Salerno. Motion passed 5-0.

Mr. Nickerson stated that the Fire Marshal was in attendance so agenda item #3b was heard before the budget discussion.

3b. Special Appropriation -- Fire Marshal's Vehicle

DISCUSSION: Fire Marshal Way explained that these funds will purchase the necessary equipment for the new fire marshal pickup truck. This cost also includes a cap for the bed of the truck, which will allow for safe storage of used, contaminated equipment as well as a way to securely lock up equipment. Mr. Nickerson noted that this truck was recently purchased used and that the older vehicle will be recycled and used elsewhere in town. It was confirmed that this truck is a Ford F250 and it is the same as the other trucks in our fleet so Public Works will do the maintenance and outfitting of equipment.

MOTION (3)

Mr. Seery MOVED to authorize use of the remaining balance of \$7,138.90 in account 32-25-200-700-463 (FM Vehicle) and appropriate and transfer \$405.69 from account 32-60-120-100-002 (Proceeds from the Sale of Vehicles) to account 32-25-200-700-463 (FM Vehicle) to be used along with remaining acquisition balance of \$1,530 to outfit the new Fire Marshal vehicle with the necessary equipment to efficiently perform his duties and forward to the Board of Finance for approval.

Seconded by Mr. Salerno. Motion passed 5-0.

2a. Continued Discussion and Possible Deliberations on the Budget.

DISCUSSION: Department 216 – Police Department - A discussion was held regarding adjusting line item #511 in the Police Department budget from two full time officers to 1.5 officers, which would allow them to hire one full time officer now, and another full-time officer after July 1, 2020. Mrs. Hardy stated that she was not in agreement with adjusting this line item, and it was agreed by the Board to leave this line item intact to hire two full-time police officers. Department 418 – Aging -- The Board agreed to put back in the new line item for Program Subsidy which will increase the budget by the amount of \$8,000; it was noted that leaving this new line item off the budget was an oversight. Department 115 – Services to Community – The Board agreed to put \$250 into line item #924 Historic Properties. Department 114 -- Gov't Misc & Benefits - \$76,450 reduction to line item #127 Health/Dental Care; the estimated amount was 4.5% higher than the actual figure. Department 120 – Contingency -- This new line item for \$116,000 was created to cover the cost of a custodial services in connection with the new public safety building. It was decided to cut that number in half to \$58,000, proceed with the current staff that we have, and make adjustments once the building is open and operating. Department 724 – Capital / CIP – It was discussed and agreed that the line item for radios in both 217 Niantic Fire Department and 218 Flanders Fire Department would be reduced by half in each of the respective line items for radios. 110 – Registrars – The Board agreed to fund line 401 Election Day Expenses at \$31,000 to prepare for all of the primaries and the presidential election. 999 – Board of Education – A reduction \$573,668 is made to bring the Board of Education number to \$51,699,974. Mrs. Hardy noted that the only thing that she wished they had discussed was to start an Open Space Fund Reserve, and it was agreed that this will be discussed further and ways to fund this account will be explored. The total for the 2020/2021 budget is \$77,631,382.

MOTION (4)

Mr. Seery MOVED to amend/separate the Emergency Management line item 224 into two separate line items; Public Safety Emergency Management and Public Safety Fire Marshal.

Seconded by Mr. Salerno. Motion passed 5-0.

MOTION (5)

Mr. Seery MOVED to put an extra \$90,000 into account 01-08-800-822 to defray the impact of debt service.

Seconded by Mr. Salerno. Motion passed 5-0.

3c. CNRE

MOTION (6)

Mr. Seery MOVED to re-allocate \$334,297.55 in completed CNRE Fund 32 projects as identified in Schedule I – CNRE Fund 32 – Close Project Schedule to the accounts noted for future appropriation for town projects and forward to the Board of Finance for approval.

Seconded by Mr. Salerno. Motion passed 5-0.

MOTION (7)

Mr. Seery MOVED to close \$75,629.41 in completed CNRE Fund 32 projects as identified in Schedule I – CNRE Fund 32 – Close Project Schedule to zero; with no remaining funds available for future appropriation and forward to the Board of Finance for approval.

Seconded by Mr. Salerno. Motion passed 5-0.

MOTION (8)

Mr. Seery MOVED to re-allocate \$14,456.85 in completed CNRE Fund 32 projects as identified in Schedule I – CNRE Fund 32 – Close Project Schedule to the Learn Reserve for future appropriation for Board of Education projects and forward to the Board of Finance for approval.

Seconded by Mr. Salerno. Motion passed 5-0.

MOTION (9)

Mr. Seery MOVED to create “Reserve” budget accounts in CNRE Fund 32 for the following purposes:

- (1) LoCIP Reserve – Town Clerk
- (2) ELHS Pool Roof Reserve
- (3) Learn Reserve

and forward to the Board of Finance for approval.

Seconded by Mr. Salerno. Motion passed 5-0.

3d. Departmental Transfers

MOTION (10)

Mr. Seery MOVED to ratify the departmental transfers in the amount of \$308,118.67, processed for fiscal year end June 30, 2020 and to forward to the Board of Finance for approval.

Seconded by Mr. Salerno. Motion passed 5-0.

3e. Appointment

MOTION (11)

Mr. Seery MOVE to appoint Tracey Lizza, 41 Jeremy Drive, East Lyme, to serve as Member on the Board of Assessment Appeals for the Town of East Lyme through December 6, 2021.

Seconded by Mr. Salerno. Motion passed 5-0.

2a. Budget Deliberations

MOTION (12)

Mr. Seery MOVED to approve the proposed 2020/2021 Town Budget in the amount of \$77,631,382 consisting of the following, and to forward to the Board of Finance for approval:

General Government	\$19,265,814
Debt Service	\$ 5,917,505
Capital	\$ 748,089
Board of Education	\$51,699,974

Seconded by Mr. Salerno. Motion passed 5-0.

4a. Ex-Officio Reports

Mr. Cunningham reported that the Historic Properties Commission is working on collecting items and documenting the home on Boston Post Road.

3b. Selectmen's Report

Mr. Nickerson thanked everyone for working hard on this year's budget.

4. Public Comment

There was none.

MOTION (13)

Mr. Seery MOVED to adjourn the March 4, 2020, regular meeting of the East Lyme Board of Selectmen at 9:00 p.m.

Seconded by Mr. Salerno. Motion passed 5-0.

Respectfully submitted,

A handwritten signature in cursive script that reads "Sandra Anderson".

Sandra Anderson
Recording Secretary

EAST LYME BOARD OF SELECTMEN
SPECIAL EMERGENCY MEETING OF MARCH 16, 2020
MINUTES

PRESENT: Mark Nickerson, Kevin Seery, Rose Ann Hardy, Marc Salerno, Dan Cunningham and Paul Dagle

Mr. Nickerson called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

Mr. Nickerson explained that this special emergency meeting has been called to discuss COVID-19 (Coronavirus) and its impact on Town services, departments and municipal meetings. He explained that he signed a Declaration of State of Emergency for the town of East Lyme earlier in the day, and Mr. Seery read the declaration into record. Said declaration is attached hereto as Exhibit 1. Mr. Nickerson stated that this declaration gives him the authority to do things such as close town buildings and cancel municipal buildings, but that it also makes the Town eligible for financial assistance in the wake of this emergency. Mr. Nickerson then read into record a letter outlining East Lyme's current response to this emergency, attached hereto as Exhibit 2.

MOTION (1)

Mr. Seery MOVED to support the Declaration of State of Emergency for the Town of East Lyme declared by the First Selectman, Mark C. Nickerson on March 16, 2020 at 1:00 p.m.
Seconded by Mr. Cunningham. Motion passed 6-0.

MOTION (2)

Mr. Seery MOVED to adjourn the March 16, 2020, special emergency meeting of the East Lyme Board of Selectmen at 7:44 p.m.
Seconded by Mr. Cunningham. Motion passed 6-0.

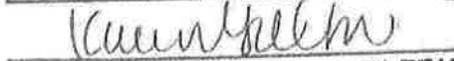
Respectfully submitted,



Sandra Anderson
Recording Secretary

FILED

MARCH 18 2020 AT 8:10 AM/PM


EAST LYME TOWN CLERK

TAX REFUNDS
for
CONSENT CALENDAR
For Meeting April 15, 2020

Name	Reason for Refund	Posting Date	Refund Amount	Date Paid by Fin.
Anne M. Johnson	Motor Vehicle, P/F 2018 #507621	3/9/2020	\$11.47	
JP MORGAN CHASE BANK	MV, Purchased May - Plates returned	3/9/2020	\$178.70	
JP MORGAN CHASE BANK	MV, Purchased October - Plates returned	3/9/2020	\$271.70	
Cynthia Trocki	Owner OVERPAYMENT on Real Estate	3/10/2020	\$2,480.28	
Sharon L. O'Reilly	Owner OVERPAYMENT on Real Estate	3/11/2020	\$8,144.08	
Declan F. Constable	Owner OVERPAYMENT on Motor Vehicle	3/11/2020	\$173.60	
Declan F. Constable	Owner OVERPAYMENT on Motor Vehicle	3/11/2020	\$50.35	
Timothy Martin	Owner OVERPAYMENT on Real Estate	3/12/2020	\$254.55	
Cosmos Gakopoulos	Owner OVERPAYMENT on Real Estate	3/13/2020	\$1,110.97	
Robert Baldwin & Amy Bogart	Owner OVERPAYMENT on Real Estate	3/13/2020	\$18.00	
David Clement	Overpayment on Motor Vehicle	3/17/2020	\$32.95	
TOYOTA LEASE TRUST	MV SOLD OCT 2018 - Plates returned	3/16/2018	\$440.55	
Sherry & Jeffrey Capizzano	Owner OVERPAYMENT on Real Estate	3/17/2020	\$8.54	
ENTERPRISE FM TRUST	MV REG IN MASS - Plates Plates returned	3/17/2020	\$44.91	
NISSAN INFINITI LT	MV REG in NH NOV 17 - Plates returned	3/17/2020	\$828.84	
Meredith M. Tukey	Owner OVERPAYMENT on MV	3/17/2020	\$11.80	
Faith Marrison	MV JUNKED OCT 2018 - Plates returned	3/18/2020	\$64.64	
Susan G. Jensen	MV Owner OVERPAYMENT	3/20/2020	\$7.84	
Wendy M. Leone	Owner OVERPAYMENT on MV	3/23/2020	\$49.95	
Shelly Li	Owner OVERPAYMENT on Real Estate	3/23/2020	\$2,335.40	
Leah B. Arnold	Owner OVERPAYMENT on Motor Vehicle	3/23/2020	\$201.57	
ACAR LEASING LTD	MV Traded in REG MOVED TO #903034	3/23/2020	\$256.22	
Thomas P. Holland	MV SOLD JUNE 2018 Plates Returned	3/25/2020	\$9.61	
James A. Papathasiou	SUPP MV Traded in	3/25/2020	\$25.74	
Glory M. Leha	Owner OVERPAYMENT on Real Estate	3/27/2020	\$662.61	
Thomas & Linda Long	Escrow OVERPAYMENT on Real Estate	3/27/2020	\$3,673.30	
Steven J. Carpenteri	Owner OVERPAYMENT on Real Estate	3/30/2020	\$99.65	
Spiram Krishnaswami	Owner OVERPAYMENT on MV	3/30/2020	\$7.01	
VW CREDIT LEASING	MV REG in DEC 2018 - Plates returned	3/30/2020	\$566.84	
JP MORGAN CHASE BANK	MV TOTAL LOSS MAY 2019 - Plates returned	3/30/2020	\$181.83	
Hanyue Lu	MV REG in MO JULY 2019 - Plates returned	4/6/2020	\$91.91	
Heather Elizabeth London	Owner OVERPAYMENT on MV	4/3/2020	\$224.93	
Adrian O. Santos	Owner OVERPAYMENT on Real Estate	4/1/2020	\$298.83	
<i>[Signature]</i>	<i>4/6/20</i>		\$0.00	
John H. McCulloch, CCMC East	Lyme/Tax Collector		\$22,819.17	

Board of
Selectmen

APR 15 20

Agenda Item
e.1d

Town of East Lyme

P.O. DRAWER 519

NIANTIC, CONNECTICUT 06357



Town Engineer
Victor A. Benni, P.E.

860-691-4112
FAX 860-739-6930

Board of
Selectmen

APR 15 20

Agenda Item
#39

To: Mark Nickerson, First Selectman
From: Victor Benni, P.E., Town Engineer & CRS Coordinator
Date: March 18, 2020
RE: Hazard Mitigation Plan Update Annex for the Town of East Lyme
Progress Monitoring 2019 (Annual Report)

To be Presented to the East Lyme Board of Selectmen (BOS)

The *Hazard Mitigation Plan Update Annex for the Town of East Lyme* (HMP) is a 5-year plan that was prepared for the Town of East Lyme by Milone & MacBroom, Inc. through coordinated efforts with the Southeastern Connecticut Council of Governments (SCCOG). The HMP was adopted by the Board of Selectmen on February 21, 2018. The primary goal of the plan is to identify particular vulnerabilities to natural hazards and potential mitigation measures for such hazards in order to reduce the loss of or damage to life, property, infrastructure and natural, cultural and economic resources.

The Town of East Lyme is a participant in the Federal Emergency Management Agency Community Rating System (FEMA CRS) program which entitles its residents to discounts on their flood insurance policies. The CRS program was created by the Federal Insurance Administration and is an integral part of the National Flood Insurance Program (NFIP). The HMP is a required component of the NFIP, in order for the Town to maintain its status in the CRS program. In addition, local communities must have a FEMA-approved HMP in place to receive Federal Grant Funds for Hazard Mitigation Projects; including Hazard Mitigation Grant Program funds that are distributed to the Town from Federally declared disasters.

The Certificate of Adoption of the HMP, by the Town of East Lyme BOS, requires an annual report on the progress of the implementation elements of the HMP be presented to the BOS. According to the HMP, the Town of East Lyme will review the status of the HMP recommendations each year. A list of the *Mitigation Actions and Strategies for East Lyme 2016-2021* (Table 11-1 from the HMP) has been included as an Enclosure.

The 2019 Mitigation Actions and Strategies Results

Action #1 – *Develop a checklist for land development applicants that cross-references the specific regulations and codes related to disaster resilience.*

Status:

The Zoning Department is in constant contact with FEMA regarding the application of the regulations and the introduction of any updates. Zoning Officials are presently working to add new language to the zoning regulations and town ordinance to reflect recent changes regarding freeboard and certain flood hazard areas.

The Building and Zoning Departments currently review all applications for development, on an individual basis, to ensure that the specific regulations and codes related to disaster resilience are enforced.

Action #5 – *Pursue elevation of properties that suffer flood damage; prioritizing repetitive loss properties in the Niantic Bay area.*

Status:

As the longtime Community Flood Plain Coordinator, the Zoning Official applies and enforces the FEMA regulations. The requirements regarding the elevation of structures that suffer flood damage, prioritizing repetitive loss properties in the Niantic Bay area, are contained within the Zoning Commission's zoning regulations and the town ordinance. The town ordinance covers those beach areas that control their own zoning. As land owners make applications for repair or reconstruction, they must comply with said regulations.

Action #6 – *Apply freeboard standards of one foot or more when requiring elevations for renovations or new construction in coastal flood zones.*

Status:

The Zoning Department is in constant contact with FEMA regarding the application of the regulations and the introduction of any updates. Zoning Officials are presently working to add new language to the zoning regulations and town ordinance to reflect recent changes regarding freeboard and certain flood hazard areas.

The Building and Zoning Departments currently apply 1-ft free board above BFE (Base Flood Elevation). Our recent completion of the CRCASS Study (Coastal Resilience and Climate Adaptation and Sustainability Study) recommends the Town consider adopting 2-ft of free board above BFE.

Action #7 – *Pursue mutual aid agreements with non-profits to provide volunteer labor for response activities.*

Status:

The Public Safety Department continues its efforts in working with the Town's Fire Chiefs to develop a volunteer program made up of volunteer firefighters whom would become certified in traffic management to assist with road closures and detours during severe weather events and/or evacuations. Completion of this course certifies participants for four (4) years and places them on the American Traffic Safety Services Association (ATSSA) national registry. Public Safety personnel have also initiated conversations with faith based organizations to develop an on-call volunteer labor response force which could take advantage of certain State & Federally funded safety & emergency response trainings.

Action #8 – *Include structures within the 1% annual chance floodplain and storm surge areas within the Reverse 9-1-1 contact database.*

Status:

The list of addresses of structures within the 1% annual chance floodplain and storm surge areas was previously completed. This list includes structures that are entirely or partially located within elevations (Zone AE) for inland flooding, and subject to wave velocity (Zone VE) for coastal flooding. This list is helpful in that it identifies areas that are susceptible to damage from storm surge; as the HMP indicates that, in general, a Category 2 Hurricane is expected to produce storm surges that are equivalent to the 1% annual chance flood event.

Emergency Management Officials are now working with Dispatch to incorporate this list of structures into the Reverse 9-1-1 messaging system. Additionally, this provides a list of areas to inspect following a storm event and allows for the town to track building permits from repairs following a natural hazard.

Action #10 – *Investigate funding sources and the feasibility of elevating locally owned roads with an emphasis on those needed for evacuation.*

Status:

The Department of Public Works is looking to complete an analysis of locally owned roads and generate a list with an emphasis on those roads needed for evacuation. The feasibility of elevating said roads can then be determined and funding sources can be investigated. This work will continue thru 2020 and the findings may be presented in the 2020 Annual Report.

Action #11 – *Upgrade storm water collection and discharge systems to keep up with rising sea level, particularly in Niantic.*

Status:

It has been estimated that the Town of East Lyme has more than 2000 storm water structures (catch basins & manholes). Over the past year, the Town has undertaken the project of mapping the structures in its storm water system. This work has been initiated in order to satisfy the mapping requirements associated with the Town's MS4 General Permit under CT DEEP. The Town continues to complete annual inspections & upgrades to its storm water collection system on its locally owned roads, and where paving projects have been scheduled. Most recent updates to the Niantic storm water collection system, during the 2019 paving season, included repairs & replacement of catch basins along Bishops Bay Road, East Shore Drive, Fairhaven Road, Green Cliff Road, Ichabod Lane, Joyce Court, Old Black Point Road, Oswegatchie Hills Road, Sleepy Hollow Road, South Ridge Road, and Stonecliff Drive. The East Lyme Highway Department cleans & inspects catch basins & culverts on an annual basis and will continue to complete upgrades at problem locations.

Action #14 - *Relocate the wastewater pumping station in the Black Point area so that it is outside of the flood risk area; or pursue other flood mitigation alternatives.*

Status:

The East Lyme Water & Sewer Commission has completed a preliminary engineering study for the Town's two largest wastewater pump stations; being the Niantic Pump Station and the Pattagansett Pump Station. The study indicated future upgrades and modifications that are being considered to address flood hazard mitigation at these two locations; subject to available funding. Additional investigations may be considered in order to determine the level of risk and possible upgrades for other wastewater pump stations located in flood risk areas.

Action #15 – *Develop formalized methodology for culvert and bridge construction and replacement that requires utilization of the most up-to-date extreme rainfall data from <http://precip.eas.cornell.edu>*

Status:

The East Lyme Engineering Department reviews all applications for culvert and bridge construction and replacement along Town Roads and for those projects associated with private development. The most up to date extreme rainfall data from Cornell is typically incorporated into the calculations by the design engineer. When appropriate, the review process follows the guidelines of the CT DOT Bridge Design Manual and CT DEEP Programmatic General Permits issued under the guidance and review of the U.S. Army Corps of Engineers. Both organizations utilize the Cornell data set in their reviews.

Action #20 – Consider an annual “Wind Fair” to familiarize the public with wind hazards and potential mitigation measures.

Status:

The Emergency Management Office reached out to weather experts from the State Emergency Operations Center and to Eversource Energy representatives to gather information on wind hazards and mitigation measures. This information was distributed to residents during a Household Hazardous Waste (HHW) Collection & Paper Shredding event held on Saturday, May 4th, 2019, at the East Lyme Field Services building. The event, which was funded and administered by the Southeastern Connecticut Regional Resources Recovery Authority (SCRRA), was advertised on the Town website, social media pages, local access channels and additionally in the spring edition of East Lyme’s Events quarterly program that was mailed to all residents. This was the most attended HHW day in SCRRA’s history, with 628 cars from 20 towns in southeast CT in a 4 hour timespan, of which 342 (55%) were East Lyme residents.

Action #21 – Visit schools and educate children about the risks of wind events and how to prepare for them.

Status:

Officials from Emergency Management hold regular meetings with the Director of Security of the East Lyme Public Schools. Educational materials from FEMA and the National Weather Service are used to supplement education provided to all East Lyme Public School K-12 students. The Director confirmed that district wide education and drills are performed annually in all schools to educate students on what to do in the event that a severe weather/wind event threatens while schools are in session. Extra efforts are focused at the three elementary schools considering the young age of the students.

Enclosure: HMP Table 11-1, Mitigation Actions and Strategies for East Lyme (2016-2021)

CC: Michael Finkelstein, (Emergency Management Director)
Gary Goeschel (Director of Planning)
Julie Wilson (Emergency Management Administrative Assistant)
Joe Bragaw (Director of Public Works)
Brad Kargl (Municipal Utility Engineer)
Bill Mulholland (Zoning Official)

**RESOLUTION WITH RESPECT TO THE AUTHORIZATION, ISSUANCE AND
SALE OF NOT EXCEEDING \$13,000,000 TOWN OF EAST LYME,
CONNECTICUT GENERAL OBLIGATION REFUNDING BONDS**

RESOLVED:

Section 1. Not exceeding \$13,000,000 General Obligation Refunding Bonds (the "Refunding Bonds") of the Town of East Lyme, Connecticut (the "Town") may be issued in one or more series and in such principal amounts as the First Selectman and the Town Treasurer shall determine to be in the best interests of the Town for the purpose of achieving net present value savings and/or to restructure debt service payments. The Refunding Bonds are hereby authorized to refund all or any portion of any one or more series of the Town's outstanding General Obligation Bonds (the "Refunded Bonds"). The Refunding Bonds shall be issued and sold either in a negotiated underwriting or a competitive offering, and at such time or times as the First Selectman and the Town Treasurer shall determine to be most opportune for the Town. If the Refunding Bonds are sold in a negotiated underwriting, the First Selectman and the Town Treasurer shall approve and designate the underwriter. Each series of Refunding Bonds shall mature in such amounts and on such date or dates as shall be determined by the First Selectman and the Town Treasurer in accordance with the provisions of the Connecticut General Statutes, as amended. The Refunding Bonds shall bear interest payable at such rate or rates, including taxable rates, as shall be determined by the First Selectman and the Town Treasurer. The issuance of Refunding Bonds the interest on which is included in gross income for federal income tax purposes is determined to be in the public interest. The Refunding Bonds shall be executed in the name and on behalf of the Town by the manual or facsimile signatures of the First Selectman and the Town Treasurer, bear the Town seal or a facsimile thereof, and be approved as to their legality by Robinson & Cole LLP, Bond Counsel. The Refunding Bonds shall be general obligations of the Town and each of the Refunding Bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The aggregate denominations, form, details, and other particulars thereof, including the terms of any rights of redemption and redemption prices, the designation of the certifying, paying, registrar and transfer agent, shall be subject to the approval of the First Selectman and the Town Treasurer. The net proceeds of the sale of the Refunding Bonds, after payment of underwriter's discount and other costs of issuance, shall be deposited in an irrevocable escrow account in an amount sufficient to pay the principal of, interest and redemption premium, if any, due on the Refunded Bonds to maturity or earlier redemption pursuant to the plan of refunding. The First Selectman and the Town Treasurer are authorized to appoint an escrow agent and other professionals and to execute and deliver any and all escrow, investment and related agreements necessary to provide for such payments on the Refunded Bonds and to provide for the transactions contemplated hereby. The First Selectman and the Town Treasurer, are authorized to prepare and distribute preliminary and final Official Statements of the Town for use in connection with the offering and sale of the Refunding Bonds, and they are hereby authorized to execute and deliver on behalf of the Town a Bond Purchase Agreement, a Continuing Disclosure Agreement, a Tax Regulatory Agreement and such other documents necessary or desirable for the issuance of the Refunding Bonds and the payment of Refunded Bonds.

Section 2. This resolution shall be effective until July 1, 2021.

Agenda
Item 3c



STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
INTERGOVERNMENTAL POLICY AND PLANNING DIVISION

GOVERNOR'S EXECUTIVE ORDER 7S SECTION 6
MUNICIPALITY PROGRAM ELECTION

The municipality of _____ by determination of our local legislative body, or in any town in which the legislative body is a town meeting, by a vote of the board of selectmen, voted and approved on _____, that we will participate in the following program(s):

Deferment Program. During the period of March 10, 2020, the date that the Governor declared the public health and civil preparedness emergency, through and including July 1, 2020, municipalities participating in the Deferment Program shall offer to eligible taxpayers, businesses, nonprofits, and residents a deferment by ninety (90) days of any taxes on real property, personal property or motor vehicles, or municipal water, sewer and electric rates, charges or assessments for such tax, rate, charge, or assessment from the time that it became due and payable. Eligible taxpayers, businesses, nonprofits, and residents are those that attest to or document significant economic impact by COVID-19, and/or those that document they are providing relief to those significantly affected by the COVID-19 pandemic. The Secretary of the Office of Policy and Management shall issue guidance as to which taxpayers, businesses, nonprofits, and residents shall be considered eligible for the Deferment Program, but participating municipalities may, upon approval of its local legislative body, or, in any town in which the legislative body is a town meeting, by a vote of the board of selectmen, extend eligibility for the deferment program to other categories of taxpayers, businesses, nonprofits, and residents.

Low Interest Rate Program. For municipalities participating in the Low Interest Rate Program, notwithstanding Section 12-146 of the General Statutes, (i) the delinquent portion of the principal of any taxes on real property, personal property or motor vehicles, or municipal water, sewer and electric charges or assessments or part thereof shall be subject to interest at the rate of three (3) per cent per annum for ninety days from the time when it became due and payable until the same is paid, for any such tax, rate, charge, or assessment due and payable from March 10 through and including July 1, 2020, unless such delinquent portion is subject to interest and penalties at less than three (3) per cent per annum. Following the ninety days, the portion that remains delinquent shall be subject to interest and penalties as previously established; and (ii) any portion of the principal of any taxes on real property, personal property or motor vehicles, or municipal water, sewer and electric rates, charges or assessments or part thereof that had been delinquent on or prior to March 10, shall be subject to interest at the rate of three (3) per cent per annum for ninety days from this Order, unless such delinquent portion is subject to interest and penalties at less than three (3) per cent per annum. Following the ninety (90) days, the portion that remains delinquent shall be subject to interest and penalties as previously established.

PROGRAM CONTACT:

Printed Name: _____ Title: _____
Email Address: _____ Phone: _____

CEO CERTIFICATION:

Dated this ____ day of April, 2020.
Printed Name: _____ Title: _____
Email Address: _____
Signature: _____

DUE TO OPM NO LATER THAN APRIL 25, 2020 – RETURN TO: Martin.Heft@ct.gov

CHECK ONE:
 GRANT
 PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-9B OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

(1)
 ORIGINAL
 AMENDMENT

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

CONTRACTOR	(3) CONTRACTOR NAME	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS	CONTRACTOR FEIN/SSN

STATE AGENCY	(5) AGENCY NAME AND ADDRESS	(6) Dept No. DEP43000
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CONTRACT PERIOD	(7) DATE (FROM)	THROUGH (TO)	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER
-----------------	-----------------	--------------	--

(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary)

1. Performance; Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in the Public Utilities Regulatory Authority Decision in Docket No. [Insert Docket Number] approving the underlying PEGPETIA Grant Application.

Page 1 of 9
 Standard Terms and Conditions are contained in Pages 2 through 9 and are attached hereto and made a part hereof.

COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.
	Total Grant Amount of \$ _____.

(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bid Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended CGS Sec. 7-148(c) as amended (mun. auth.)
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE DATE
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)	DATE

I. Definitions:

- (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
- (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
- (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
- (d) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- (e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
- (f) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
- (g) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- (h) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (i) Confidential Information. Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (j) Confidential Information Breach. Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- (k) Claim. Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
2. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.
3. Whistleblowing. This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a "large state contract" as that term is defined in C.G.S. § 4-61dd(k)(1). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

4. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
5. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
6. Termination.
 - (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
7. Tangible Personal Property.
 - (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes

for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
- (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

(b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, which controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

(c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

8. Indemnification.

(a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

(d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the State and the Client Agency all in an electronic format acceptable to the State prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the Client Agency. Contractor shall provide an annual electronic update of the three documents to the Client Agency and the State on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

(f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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

10. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

11. Audit and Inspection of Plans, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
 - (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
 - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
 - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
12. Campaign Contribution Restriction. For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract 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, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.
13. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
14. Protection of Confidential Information.
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;

- (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
 - (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
 - (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
 - (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.
15. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
16. Non-Discrimination.
- (a) For purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
- For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).
- (b)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit

discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f, and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
 - (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
 - (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
 - (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
 - (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
 - (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
17. Antitrust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not

- limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
18. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
 19. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
 20. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
 21. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
 22. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
 23. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto; provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
 24. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
 25. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.
 26. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
 27. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
 28. Affirmative Action and Sexual Harassment Policies. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
 29. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract

by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.

30. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
31. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
32. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
33. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
34. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.



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

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

Rev. 10/18/10
Project 2
In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being

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.

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

DEFINITIONS

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

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

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties,

(iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or

(vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

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

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

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

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fundraising 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, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, 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.

Request for Board of Selectmen

TO: Board of Selectmen
FROM: Anna M. Johnson, Director of Finance
DATE: April 13, 2020
SUBJECT: Emergency Expenditures During Pandemic

Summary of Agenda Item:

During this constant changing period of time, several budget issues have come up. We are summarizing them all as one item.

1. As a result of Executive Order 7-P we need to make provisions for housing accommodations for first responders and healthcare workers. As such, we have reached out to seven establishments (5) in town and (2) out of town. Daily rates range from \$50 to \$82 per night. The weekly rates range from \$299 per week to \$574 per week. During my month end review of the budget, I determined there is \$50,000 available in the health insurance budget account.
2. During this fiscal year we have been struggling with the Dispatch Overtime. It is difficult to fill all of the open shifts with part timers. During the weeks that part time Dispatchers do not sign up to fill open shifts we must fill them with our full-time staff. To date we have been managing with departmental transfers. That option is no longer available. Based upon an analysis and discussion with Sgt Macek, we are estimating needing \$775 per week or \$8,525 for the part time account and \$1,940 per week or \$21,340 for the overtime account. Due to the part-time clerical staff member of the Police Department being on a leave of absence for a portion of the fiscal year, we have \$11,000 available to transfer from that account – the remaining balance would need to come from contingency.
3. Niantic Fire Department has performed an analysis of the salary budget accounts and is requesting an additional \$8,220 to make it through the end of this fiscal year in the Part time Firefighter account. However, when the Niantic River Bridge replacement begins, there may be a need for additional funding in this and the overtime account. The source of funds for this transfer is the Contingency account.

Action Needed:

1. Move to authorize the use of up to \$50,000 available in account 01-01-114-100-127 (Health/Dental Care) for the purpose of State of Connecticut Executive Order 7-P for

housing related expenditures for First Responders and Health Care Workers and forward to the Board of Finance for approval.

2. Move to approve a transfer in the amount of \$11,000 from account 01-25-216-100-412 (PT Clerical-Police) to account 01-25-215-100-214 (Dispatch OT) and transfer \$18,865 from account 01-01-120-200-500 (Contingency) as follows: \$8,525 to 01-25-215-100-213 (PT Dispatchers) and \$10,340 to 01-25-215-100-214 (Dispatch OT) and forward to the Board of Finance for approval.

3. Move to approve a transfer in the amount of \$8,220 from account 01-01-120-200-500 (Contingency) to account 01-25-217-100-612 (PT FF NFD) and forward to the Board of Finance for approval.

Attachments:

Account 01-01-120-200-500 Operating Contingency

BOS	BOF	Amount	Reason	Type
		172,000	Beginning Balance	
12/18/2019	1/15/2020	(4,250)	Police K-9	
1/8/2020	1/15/2020	(5,422)	Additional Hours HR Manager	
		(10,340)	Dispatch Overtime	
		(8,525)	Dispatch Part time	
		(8,220)	NFD Part time FF	
		135,243	Remaining Balance	

Prepared By: Anna M. Johnson, Director of Finance

<p>BoS Agenda Item No. _____ Date:</p>

1. EAST LYME SOLID WASTE ORDINANCE

[Note: The Proposed Amendments below are the technical amendments to be inserted in the applicable ordinance, together with relevant ordinance and section references and other legislative formalities. The Current Primary Relevant Provisions are for reference only.]

An Ordinance Regulating the Storage, Collection and Disposal of Solid Waste and Providing For a System of Refuse Collection and Disposal and the Administration Thereof

CURRENT PRIMARY RELEVANT PROVISIONS

Section 1. Declaration of Policy.

Section 8. Disposal of Refuse.

- (a) Each Refuse Collector who disposes of refuse collected within the town at the Southeastern Connecticut Regional Resource Recovery Authority Facility (the SCRRA Facility) in Preston, Connecticut shall, except as provided in paragraph (b) of this Section, pay the Town promptly when billed a per-ton fee to be set by the Board of Selectmen from time to time.
- (b) The Town may, from time to time, in accordance with procedures set by the Board of Selectmen or the Director, offer for sale to licensed Refuse Collectors the right to dispose of Refuse collected within the Town at the SCRRA Facility at a price and on terms set by the Board of Selectmen. Any refuse collector who purchases the right to dispose of Refuse pursuant to this paragraph (b) shall not be liable for payment of any fee pursuant to paragraph (a) of this Section for any refuse disposed of at the SCRRA Facility of which the right to dispose was purchased pursuant to this paragraph (b).

PROPOSED EAST LYME AMENDMENTS:

1. A new clause "(e)" is added at the end of Section 1 as follows:

This municipality has executed a Municipal Solid Waste Management Services Contract with Southeastern Connecticut Regional Resources Recovery Authority (SCRRA), including an Amendment No. 5 to such Municipal Solid Waste Management Services Contract (collectively with such Amendment No. 5, the MSA). The MSA defines the System (the SCRRA System) to include the solid waste disposal and resource recovery facility located in Lisbon, Connecticut and operated by Wheelabrator Lisbon Inc. or its successors or assigns (the SCRRA Facility) pursuant to a Solid Waste Disposal Agreement between SCRRA and Wheelabrator Lisbon Inc. (the Wheelabrator Agreement), and designates the SCRRA Facility as the "Facility" within the SCRRA System. Pursuant to the MSA, this municipality has agreed to deliver or cause to be delivered all Solid Waste (as defined in the MSA) generated within the corporate boundaries of this municipality to the SCRRA System as directed

by SCRARRA for ultimate delivery to the SCRARRA Facility for disposal, subject to and in accordance with the Wheelabrator Agreement.

2. Clause (a) of Section 8 of the Ordinance is amended and restated as follows:

Section 8. Disposal of Refuse.

- (a) Each Refuse Collector who disposes of Refuse collected within the town at the SCRARRA Facility shall, except as provided in paragraph (b) of this Section, pay the Town promptly when billed a per-ton fee to be set by the Board of Selectmen from time to time.
- (b) [The Town may, from time to time, in accordance with procedures set by the Board of Selectmen or the Director, offer for sale to licensed Refuse Collectors the right to dispose of Refuse collected within the Town at the SCRARRA Facility at a price and on terms set by the Board of Selectmen. Any refuse collector who purchases the right to dispose of Refuse pursuant to this paragraph (b) shall not be liable for payment of any fee pursuant to paragraph (a) of this Section for any refuse disposed of at the SCRARRA Facility of which the right to dispose was purchased pursuant to this paragraph (b).] [NOTE: Consider the function of this paragraph and how to handle it.]

3. A new clause (c) is added to Section 8 of the Ordinance as follows:

(c) All Refuse generated in this municipality shall be delivered or caused to be delivered to the SCRARRA System for so long as the MSA remains in effect, as directed by SCRARRA and for ultimate delivery to the SCRARRA Facility. To the extent any such Refuse is not acceptable for disposal at the SCRARRA Facility, such unacceptable Refuse shall be delivered or caused to be delivered to such other facility designated by SCRARRA. After the MSA is no longer in effect, the Board of Selectmen shall designate the facility for the delivery of Refuse generated in this municipality. The person delivering Refuse to the SCRARRA Facility or other designated place shall pay any applicable disposal charge. All regulations of the Town and any direction or designation by the Board of Selectmen or the Director about the disposal of Refuse generated in this municipality shall be consistent with this Section 8(c).