

**NOTICE OF ALDERMANIC MEETING
OF
THE CITY OF NEW HAVEN
GREETINGS**

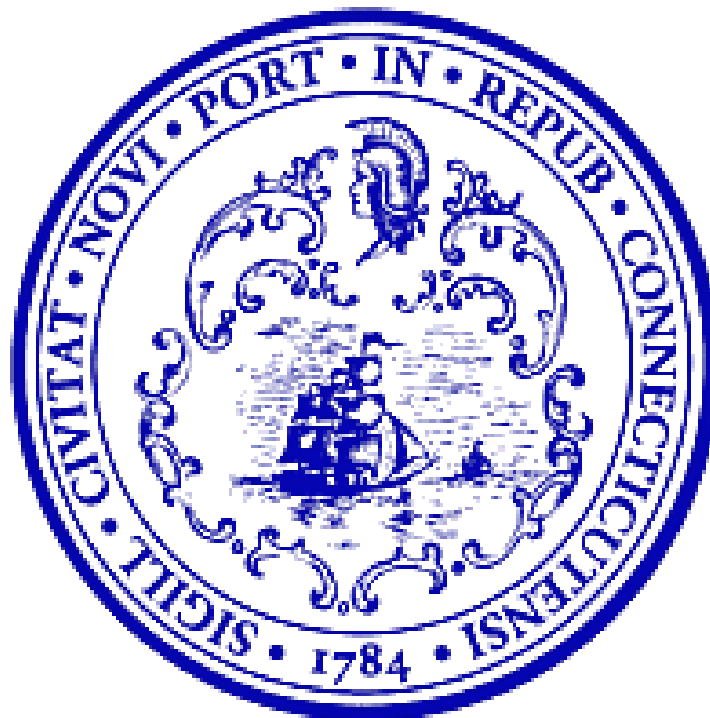
You are hereby required to meet in the Aldermanic Chambers of the City of New Haven on the date and time below.

MONDAY 16TH DAY MAY 2022

At 7:00 PM

Given under my hand this 13th Day of May 2022


(Hon Justin Elicker)



The Seal of The City of New Haven

BOARD OF ALDERS
REGULAR MEETING
AGENDA
MAY 16, 2022

Attendance

Divine Guidance

Approval of the Journal of the May 3, 2022, Regular Meeting of the Board of Alders.

UNANIMOUS CONSENT

1. From Tax Collector, Order De Tax Refunds (May 16, 2022).
2. From Tax Collector, Order De Tax Refunds (May 23 ,2022).
3. Order concerning real property taxes of Terrence Lee on motor vehicle tax accounts 715942, 662938, and 820822.
4. Order concerning real property taxes of Alex Miller on motor vehicle tax accounts 700243, 733650, 749977, 749978, 749979, 765763, and 765764.
5. Order Concerning Real Property Taxes of Devin D. Davis on Motor Vehicle Tax Accounts 83727, 63022, And 63126.

COMMUNICATIONS

6. From the Mayor submitting a request to approve the appointment of Carl Goldfield to the City Plan Commission.
7. From the Mayor submitting a request to approve the appointment of Joy A. Gary to the City Plan Commission
8. From the Mayor submitting a request to approve the reappointment of Florestine Taylor to the Environmental Advisory Council
9. From the Mayor submitting a request to approve the reappointment of Iris Herz Kaminiski to the Environmental Advisory Council.
10. From the Mayor submitting a request to approve the reappointment of Laura Cahn to the Environmental Advisory Council.
11. From the Mayor submitting a request to approve the appointment of Xochitl (Cindy) Garcia to the Environmental Advisory Council.
12. From the Mayor submitting a request to approve the reappointment of Lauren N. Pittman to the Youth Commissions.
13. From the Mayor submitting a request to approve the appointment of Oscar Havyarimana to the Commission on Equal Opportunities

BOARD OF ALDERS
REGULAR MEETING
AGENDA
MAY 16, 2022

14. From the Mayor submitting a request to approve the appointment of Sean Buskey to the Peace Commission.
15. From the City Engineer submitting a request for the Mayor to sign a project authorization letter (pal) for the water street cycle track project utilizing local transportation capital improvement program (LOTICIP) funding.
16. From the City Engineer submitting a Resolution authorizing the Mayor to accept funding from the Connecticut Department Of Energy And Environmental Protection (CTDEEP) and sign any associated state agreements, agreements with contractors and other documents that may be desirable or necessary, including any subsequent amendments to agreements, regarding repairs to the Quinnipiac Ave/Clifton St. canoe launch.
17. From the City Engineer submitting a Resolution authorizing the Mayor to accept funding from the Connecticut Department Of Energy and Environmental Protection (CTDEEP) and sign any associated state agreements, agreements with contractors and other documents that may be desirable or necessary, including any subsequent amendments to agreements, concerning the 2021 State Diesel Emissions Reduction act (DERA) for the purchase of an electric refuse vehicle.
18. From the Acting Director of Community Services submitting an Order authorizing the Mayor of the City Of New Haven to submit an application to the U.S. Department of Justice, Bureau Of Justice Assistance, Office Of Justice Programs, 2022 Community Based Violence Intervention and Prevention Initiative, in an amount not to exceed \$2,000,000 to expand and enhance community violence intervention and prevention initiatives and to accept such funds if offered and to execute all documents and contracts as necessary.
19. From the Acting Director of Community Services submitting an Order of the board of alders of the city of new haven authorizing the mayor of the city of new haven to submit an application to the U.S. Department Of Justice, Office Of Justice Programs, National Institute Of Justice, 2022 evaluation of community based violence intervention and prevention initiative projects, in an amount not to exceed \$1,900,000 to conduct a process, outcome, and impact evaluation of the expansion and enhancement of community violence intervention and prevention initiatives and to accept such funds if offered and to execute all documents and contracts as necessary.
20. From Grady and Gloria Jones submitting a petition to the Board of Alders for abatement (deferral of collection) of taxes due on their residence for Grand Lists of 2019 and 2020.
21. From John Taylor the Executive Director of Book T. Washington Academy Requesting Tax assistance on property located at 804 State St. New Haven, CT 06511.

BOARD OF ALDERS
REGULAR MEETING
AGENDA
MAY 16, 2022

FIRST READINGS

22. Finance. Favorable.

- a. Order of the Board of Alders of the City of New Haven authorizing the execution of the agreement with Honeywell Building Solutions for the period July 1, 2021, to June 30, 2022.
- b. Order of the New Haven Board of Alders authorizing the City of New Haven (Mayor or Comptroller) to enter into a three-year agreement with Hyland Software, Inc in the amount of one-hundred and sixteen thousand, six hundred dollars and no cents to upgrade the software platform for the storing and printing of data and documents for Vital Statistics.
- c. Order to Read and File the updated budgetary and financial reports for the month of November 2021 in compliance with Article VIII section 5 of the charter.
- d. Order to Read and File the updated budgetary and financial reports for the month of December 2021 in compliance with Article VIII section 5 of the charter.
- e. Order to Read and File the updated budgetary and financial reports for the month of January 2022 in compliance with Article VIII section 5 of the charter.
- f. Order to Read and File the updated budgetary and financial reports for the month of February 2022 in compliance with Article VIII section 5 of the charter.
- g. Order to Read and File the updated budgetary and financial reports for the month of March 2022 in compliance with Article VIII section 5 of the charter
- h. Appropriating Ordinance #1 an Ordinance Making Appropriations for Operating City of New Haven Departments for the Fiscal Year July 1, 2022, through June 30, 2023.
- i. Tax Levy and Revenue Appropriating Ordinance #2 An Ordinance making Tax Levy and Revenue assumptions for the Fiscal Year July 1, 2022, through June 30, 2023.
- j. Appropriating Ordinance #3 An Ordinance Authorizing the Issuance of General Obligation Bonds, Fiscal Year 2023.
- k. Appropriating Ordinance #4 An Ordinance Authorizing Issuance of General Obligation Tax Anticipation Notes and/or General Obligation Grant Anticipation Notes Fiscal Year 2023.
- l. Ordinance Amendment Section 17-201 of the General Code of Ordinances authorizing additions and changes in permits, licenses, and user fees for the Fiscal Year 2022-2023.
- m. Order approving East Rock Park Communications Tower Enterprise Fund Budget, Fiscal Year 2022-2023.

BOARD OF ALDERS
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AGENDA
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- n. Order approving Alling Memorial Golf Course Enterprise Fund Budget, fiscal year 2022- 2023.
- o. Order approving Lighthouse Park Carousel Enterprise Fund Budget, Fiscal Year 2022-2023.
- p. Order approving Walker Skating Rink Enterprise Fund Budget, Fiscal Year 2021-2022.
- q. order approving the Fiscal Year 2022-2023 budget and imposing a levy as municipal tax levy for the Chapel West Special Services District.
- r. order approving the Fiscal Year 2022-2023 budget and imposing a levy as municipal tax levy for the Grand Avenue Special Services District.
- s. order approving the Fiscal Year 2022-2023 budget and imposing a levy as municipal tax levy for the Town Green Special Services District.
- t. order approving the Fiscal Year 2022-2023 budget and imposing a levy as municipal tax levy for the Whalley Avenue Special Services District.

23. City Services and Environmental Policy. Favorable.

- a. Order to read and file the communication to “resolution of the New Haven Board of Alders for a public hearing on the GNHWPCA’s compliance with ordinances related to equalizing monthly sewer bills.”
- b. Order approving a request of the purchasing agent on behalf of the office of building inspection and for emergency procurements in the amount of \$37,820.000 for the shoring up of the properties by GL Capasso and \$237,700.00 for the ultimate demolition of the properties by NH Abatement & Demolition, LLC.

24. City Services and Environmental Policy. Leave to Withdraw.

Order granting leave to withdraw the request to approve “resolution of the Board of Alders of the city of New Haven approving the parks & public works department to apply for and accept \$36,508 from the Connecticut Urban Forest Council.”

25. Special Committee on Ward Redistricting. Favorable.

Ordinance Amendment approving a 30-ward Board of Alders redistricting plan and 2 District Board of Education Redistricting Plan for the City of New Haven.

SECOND READINGS

26. Aldermanic Affairs. Favorable.

BOARD OF ALDERS
REGULAR MEETING
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MAY 16, 2022

- a. Order of the New Haven Board of Alders approving the appointment of Joshua James to the Board of Assessment Appeals.
- b. Order of the New Haven board of alders approving the appointment of Robert Megna to the Board of Assessment Appeals.
- c. Order of the New Haven Board of Alders approving the appointment of Eugene Harris to the Port Authority Board.
- d. Order of the New Haven Board of Alders approving the appointment of pastor Kelly G. L Steele to the Board of Fire Commissioners.
- e. Order of the New Haven Board of Alders approving the appointment of Suzan Henriquez to the Peace Commission
- f. Order of the New Haven Board of Alders approving the appointment of Joshua Van Hoesen to the City Plan Commission.
- g. Order of the New Haven Board of Alders approving the reappointment of Donald Walker to the Board of Police Commissioners.
- h. Order of the New Haven Board of Alders approving the reappointment of Seth Poole to the Livable City Initiative Board.
- i. Order of the New Haven Board of Alders approving the reappointment of Alder Jeanette L Morrison to the Library Board of Directors.
- j. Order of the New Haven Board of Alders approving the reappointment of Andrew Giering to the Library Board of Directors.
- k. Order of the New Haven Board of Alders approving the reappointment of Lauren Anderson to the Library Board of Directors.
- l. Order of the New Haven Board of Alders approving the reappointment of Claudia Merson to the Library Board of Directors.
- m. Order of the New Haven Board of Alders approving the reappointment of Shana Schneider to the Library Board of Directors.
- n. Order of the New Haven Board of Alders approving the reappointment of Frederick Brown to the Peace Commission.
- o. Order of the New Haven Board of Alders approving the reappointment of Millie Greenough to the Peace Commission.

BOARD OF ALDERS
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27. Community Development Committee. Favorable.

- a. Order of the Board of Alders of the City of New Haven authorizing the City of New Haven to apply for, act as pass through for, and accept a grant in an amount not to exceed Five Hundred Fifty Thousand Dollars and Zero Cents (\$550,000.00) from the State of Connecticut Office of Policy and Management for the purposes of rehabilitation of 333 Valley Street.
- b. Order of the Board of Alders of the City of New Haven authorizing the City of New Haven to apply for, act as pass through for, and accept a grant in an amount not to exceed Two Million Five Hundred Thousand Dollars and Zero Cents (\$2,500,000.00) from the State of Connecticut Office of Policy and Management for the Purposes of development of 300 State Street, 742-746 Chapel Street and 756-760 Chapel Street.
- c. Order of the Board of Alders of the City of New Haven authorizing the City of New Haven to apply for, act as pass through for, and accept a grant in an amount not to exceed Two Million Dollars and Zero Cents (\$2,000,000.00) from the State of Connecticut Office Of Policy and Management for the purposes of rehabilitation of 18 Tower Lane ground floor.

28. Public Safety. Favorable.

- a. Order of the Board of Alders of the City of New Haven authorizing the Department of Fire Service to accept a donation from Buckeye Partners L.P. of 265 gallons of National Universal Green 3% Synthetic Foam Concentrate in lieu of payment for extra duty fire protection services provided February 9 and 10, 2022
- b. Resolution of the Board of Alders of the City of New Haven authorizing the Mayor of the City of New Haven to submit an application to the State Of Connecticut, Department Of Emergency Services and Public Protection (DESPP), Division Of Statewide Emergency Telecommunications (DSET), for a capital expense grant not to exceed \$140,888.41 to purchase and install equipment to improve radio coverage in the western area of New Haven for the New Haven Department of Police Service and New Haven Department of Fire Services and to accept such funds if offered and to execute all contracts and documents as necessary.
- c. Order of the Board of Alders of the City of New Haven authorizing the Department of Police Service to accept a donation from Puppies Behind Bars of a service dog and training; and a donation from For Cameron to pay for food, supplies and veterinary bills for the life of the dog.
- d. Order of the Board of Alders of the City of New Haven authorizing the Department of Police Service to accept donations for an ongoing Police K9 Fund, including but not limited to actual items and funds to purchase food, training, veterinary services, toys, cars and car equipment, handler pay differentials, and other necessary equipment and supplies, to supplement the department's K9 budget.

BOARD OF ALDERS
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- e. Order of the Board of Alders of the City of New Haven approving and authorizing the Department of Police Service to purchase a National Integrated Ballistic Information Network Cartridge Cases Acquisition and Triage Package (NIBIN Package) from Ultra Electronics Forensic Technology Inc, designated sole source vendor, in excess of one-hundred thousand dollars (\$100,000).

FROM TAX COLLECTOR, ORDER DE TAX REFUNDS (MAY 16,2022)

ORDERED by the New Haven Board of Aldermen that the tax refund applications specified hereinafter by taxpayer's name, account number, and refund amount be and hereby are approved pursuant to the Connecticut General Statutes and the certification of the Tax Collector. The Tax Collector shall draw orders upon the City Treasurer for each payee specified and, pursuant to Section 2-37 of the City Ordinances, the Controller or his designee shall surrender each payment to the payee named thereon after obtaining satisfaction of any and all debts owed to the City of New Haven by the Payee.

NAME	ACCOUNT	AMOUNT
ACAR LEASING LTD	50384	\$1,220.30
ALSTON LA'TRELL	71903	\$309.57
FAIR TITLING TRUST	66159	\$437.04
FAIR TITLING TRUST	66161	\$328.66
GMD INDUSTRIES LLC.	101242	\$35.41
GMD INDUSTRIES LLC.	101239	\$1,316.98
GMD INDUSTRIES LLC.	101240	\$128.35
LIBERTY BANK	15861	\$3,658.28
NISSAN INFINITI LT	86176	\$287.99
WENGLOSKI JONATHAN	104672	\$1,442.37

TOTAL: \$9,164.95

FROM TAX COLLECTOR, ORDER DE TAX REFUNDS (MAY 23,2022)

ORDERED by the New Haven Board of Aldermen that the tax refund applications specified hereinafter by taxpayer's name, account number, and refund amount be and hereby are approved pursuant to the Connecticut General Statutes and the certification of the Tax Collector. The Tax Collector shall draw orders upon the City Treasurer for each payee specified and, pursuant to Section 2-37 of the City Ordinances, the Controller or his designee shall surrender each payment to the payee named thereon after obtaining satisfaction of any and all debts owed to the City of New Haven by the Payee.

NAME	ACCOUNT	AMOUNT
BRYANT LAVANDA	81883	\$69.71
BRYANT LAVANDA	56893	\$12.77
BRYANT LAVANDA	81482	\$221.16
GYURINA KATHRYN	71575	\$78.23
MILFORD BARREL CO. INC.	83577	\$1,009.68

TOTAL: \$1,391.55

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF TERRENCE LEE ON MOTOR VEHICLE TAX ACCOUNTS 715942, 662938, AND 820822.

..Body

WHEREAS: Terrence Lee has old motor vehicle tax accounts; and

WHEREAS: Terrence Lee wants to pay these tax bills; and

WHEREAS: Terrence Lee is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account numbers 715942, 662938, and 820822 be forgiven

BE IT FURTHER ORDERED that Terrence Lee will pay the outstanding taxes less the interest within ninety days of the passage of this Order or the interest shall be restored on motor vehicle tax accounts 715942, 662938, and 820822

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF ALEX MILLER ON MOTOR VEHICLE TAX ACCOUNTS 700243, 733650, 749977, 749978, 749979, 765763, AND 765764.

..Body

WHEREAS: Alex Miller has old motor vehicle tax accounts; and

WHEREAS: Alex Miller wants to pay these tax bills; and

WHEREAS: Alex Miller is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account numbers 700243, 733650, 749977, 749978, 749979, 765763, and 765764 be forgiven

BE IT FURTHER ORDERED that Alex Miller will pay the outstanding taxes less the interest within ninety days of the passage of this Order or the interest shall be restored on motor vehicle tax accounts 700243, 733650, 749977, 749978, 749979, 765763, and 765764.

..Title

ORDER CONCERNING REAL PROPERTY TAXES OF DEVIN D. DAVIS ON MOTOR VEHICLE TAX ACCOUNTS 83727, 63022, AND 63126.

..Body

WHEREAS: Devin D. Davis has old motor vehicle tax accounts; and

WHEREAS: Devin D. Davis wants to pay these tax bills; and

WHEREAS: Devin D. Davis is asking for assistance with these accounts.

NOW THEREFORE BE IT ORDERED by the New Haven Board of Alders that the interest for account numbers 83727, 63022, and 63126 be forgiven.

BE IT FURTHER ORDERED that Devin D. Davis will pay the outstanding taxes less the interest within ninety days of the passage of this Order or the interest shall be restored on motor vehicle tax accounts 83727, 63022, and 63126.



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO: Alder Brian Wingate
Ward # 29

April 28, 2022

From: Department/Office
Person(s)

Mayor's Office
Barbara J. Montalvo

This is to inform you that the following matter affecting your Ward(s) will be submitted to the Board of Alders in the near future:

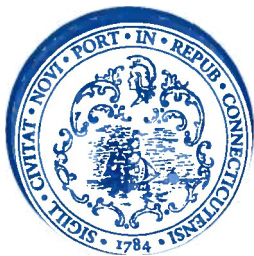
Order of the appointment of Mr. Carl Goldfield of 25 Roydon Rd, New Haven, CT 06511, to the City Plan Commission. This appointment would become effective upon the final approval of the Honorable Board of Alders and will expire on February 1, 2025. Mr. Goldfield is moving from being an alternate member of the commission to a regular member, replacing Mr. Edward Mattison.

Democrat

Republican

Unaffiliated/Green _____

1. Departments are responsible for sending this form to the Alderperson(s) affected by the item.
2. This form must be sent (or delivered) directly to the alderperson(s) **before** it is submitted to the Legislative Services Office for the Board of Alders agenda.
3. The date entry must be completed with the date this form was sent the alderperson(s).
4. Copies to: Alder(s); sponsoring department; attached to submission to Board of Alders.



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

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www.CityofNewHaven.com



April 28, 2022

Honorable Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Dear President Walker-Myers:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit for your Honorable Board's approval the name of Mr. Carl Goldfield of 25 Roydon Rd, New Haven, Connecticut, 06511 for appointment to the City Plan Commission.

This appointment would become effective upon your Honorable Board's approval and expire on February 1, 2025. Mr. Goldfield is moving from an alternate member of the commission to a regular member of the commission, replacing Mr. Edward Mattison.

I thank you for your kind consideration of this matter and ask for your prompt approval of the same.

Very truly yours,

Justin Elicker
Mayor

CC: Sean Matteson, Chief of Staff
Michael Piscitelli, Economic Development Administrator
Laura E. Brown, Executive Director, City Plan



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

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NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO: Alder Shafiq Abdussabur
Ward # 28

April 27, 2022

From: Department/Office
Person(s)

Mayor's Office
Barbara J. Montalvo

This is to inform you that the following matter affecting your Ward(s) will be submitted to the Board of Alders in the near future:

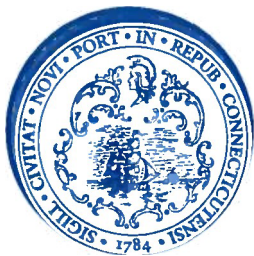
Order of the appointment of Ms. Joy A. Gary of 69 Colony Rd, New Haven, CT 06511, to the City Plan Commission. This appointment would become effective upon the final approval of the Honorable Board of Alders and will expire on February 1, 2026. Ms. Gary is replacing Ms. Leslie Radcliffe.

Democrat

Republican

Unaffiliated/Green _____

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CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

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www.CityofNewHaven.com



April 27, 2022

Honorable Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Dear President Walker-Myers:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit for your Honorable Board's approval the name of Ms. Joy A. Gary of 69 Colony Rd, New Haven, Connecticut, 06511 for appointment to the City Plan Commission.

This appointment would become effective upon your Honorable Board's approval and expire on February 1, 2026. Ms. Gary is replacing Ms. Leslie Radcliffe.

I thank you for your kind consideration of this matter and ask for your prompt approval of the same.

Very truly yours,

Justin Elicker
Mayor

CC: Sean Matteson, Chief of Staff
Michael Piscitelli, Economic Development Administrator
Laura E. Brown, Executive Director, City Plan



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

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NOTICE OF MATTER TO BE SUBMITTED
TO THE BOARD OF ALDERS

TO: Alder Eli Sabin
Ward # 7

May 5, 2022

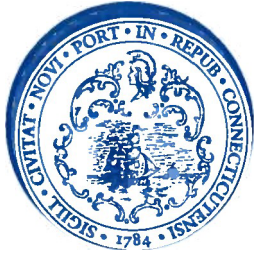
From: Department/Office Mayor's Office
Person(s) Barbara J. Montalvo

This is to inform you that the following matter affecting your Ward(s) will be submitted to the Board of Alders in the near future:

Order of the reappointment of Ms. Florestine Taylor of 100 York St., Apt. 5P, New Haven, Connecticut 06511, to the Environmental Advisory Council. This reappointment would become effective upon the final approval of the Honorable Board of Alders and will expire on October 1, 2023.

- Democrat
- Republican
- Unaffiliated/Green _____

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CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
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www.CityofNewHaven.com



May 5, 2022

Honorable Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Dear President Walker-Myers:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit for your Honorable Board's approval the name of Ms. Florestine Taylor of 100 York St, Apt. 5P, New Haven, Connecticut, 06511 for reappointment to the Environmental Advisory Council.

This reappointment would become effective upon your Honorable Board's approval and expire on October 1, 2023.

I thank you for your kind consideration of this matter and ask for your prompt approval of the same.

Very truly yours,

Justin Elicker
Mayor

CC: Sean Matteson, Chief of Staff
Laura Cahn, Environmental Advisory Council Chair



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

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NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO: Alder Adam J. Marchand
Ward # 25

April 26, 2022

From: Department/Office
Person(s)

Mayor's Office
Barbara J. Montalvo

This is to inform you that the following matter affecting your Ward(s) will be submitted to the Board of Alders in the near future:

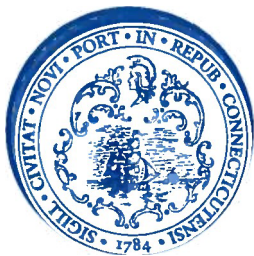
Order of the reappointment of Ms. Iris Herz Kaminski of 245 McKinley Ave, New Haven, Connecticut 06515, to the Environmental Advisory Council as a regular member. This reappointment would become effective upon the final approval of the Honorable Board of Alders and will expire on October 1, 2024.

Democrat

Republican

Unaffiliated/Green _____

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CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

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April 26, 2022

Honorable Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Dear President Walker-Myers:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit for your Honorable Board's approval the name of Ms. Iris Herz Kaminski of 245 McKinley Ave, New Haven, Connecticut, 06515 for reappointment to the Environmental Advisory Council.

This reappointment would become effective upon your Honorable Board's approval and expire on October 1, 2024.

I thank you for your kind consideration of this matter and ask for your prompt approval of the same.

Very truly yours,

Justin Elicker
Mayor

CC: Sean Matteson, Chief of Staff
Laura Cahn, Environmental Advisory Council Chair



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

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NOTICE OF MATTER TO BE SUBMITTED
TO THE BOARD OF ALDERS

TO: Alder Darryl J. Brackeen, Jr.
Ward # 26

April 26, 2022

From: Department/Office
Person(s)

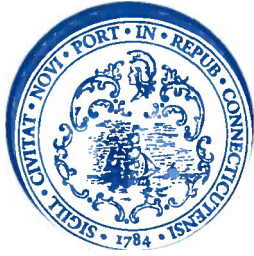
Mayor's Office
Barbara J. Montalvo

This is to inform you that the following matter affecting your Ward(s) will be submitted to the Board of Alders in the near future:

Order of the reappointment of Ms. Laura Cahn of 54 Cleveland Rd, New Haven, Connecticut 06515, to the Environmental Advisory Council. This reappointment would become effective upon the final approval of the Honorable Board of Alders and will expire on October 1, 2024.

- [X] Democrat
[] Republican
[] Unaffiliated/Green

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CITY OF NEW HAVEN

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April 26, 2022

Honorable Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Dear President Walker-Myers:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit for your Honorable Board's approval the name of Ms. Laura Cahn of 54 Cleveland Rd, New Haven, Connecticut, 06515 for reappointment to the Environmental Advisory Council.

This reappointment would become effective upon your Honorable Board's approval and expire on October 1, 2024.

I thank you for your kind consideration of this matter and ask for your prompt approval of the same.

Very truly yours,

Justin Elicker
Mayor

CC: Sean Matteson, Chief of Staff
Laura Cahn, Environmental Advisory Council Chair



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO: Alder Sal Punzo
Ward # 17

April 26, 2022

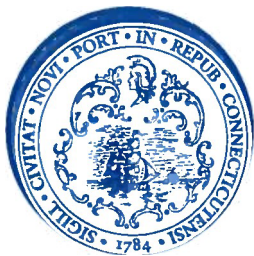
From: Department/Office Mayor's Office
Person(s) Barbara J. Montalvo

This is to inform you that the following matter affecting your Ward(s) will be submitted to the Board of Alders in the near future:

Order of the appointment of Ms. Xochitl (Cindy) Garcia of 40 Fairmont Ave, New Haven, Connecticut 06513, to the Environmental Advisory Council as an alternate member. This appointment would become effective upon the final approval of the Honorable Board of Alders and will expire on October 1, 2023. Ms. Garcia will be replacing Ms. Iris Kaminski as an alternate member.

- Democrat
- Republican
- Unaffiliated/Green _____

1. Departments are responsible for sending this form to the Alderperson(s) affected by the item.
2. This form must be sent (or delivered) directly to the alderperson(s) **before** it is submitted to the Legislative Services Office for the Board of Alders agenda.
3. The date entry must be completed with the date this form was sent the alderperson(s).
4. Copies to: Alder(s); sponsoring department; attached to submission to Board of Alders.



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



April 26, 2022

Honorable Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Dear President Walker-Myers:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit for your Honorable Board's approval the name of Ms. Xochitl (Cindy) Garcia of 40 Fairmont Ave, New Haven, Connecticut, 06513 for appointment to the Environmental Advisory Council as an alternate member.

This appointment would become effective upon your Honorable Board's approval and expire on October 1, 2023. Ms. Garcia will be replacing Ms. Iris Kaminski as an alternate member.

I thank you for your kind consideration of this matter and ask for your prompt approval of the same.

Very truly yours,

Justin Elicker
Mayor

CC: Sean Matteson, Chief of Staff
Laura Cahn, Environmental Advisory Council Chair



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO: Alder Richard Furlow

Ward # 27

March 8, 2022

From: Department/Office
Person(s)

Mayor's Office
Barbara J. Montalvo

This is to inform you that the following matter affecting your Ward(s) will be submitted to the Board of Alders in the near future:

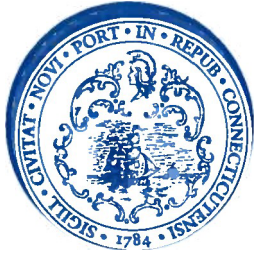
Order of the reappointment of Ms. Lauren N. Pittman of 986 Whalley Ave, Apt. E, New Haven, Connecticut 06515, to the Youth Commission. This reappointment would become effective upon the final approval of the Honorable Board of Alders and will expire on July 1, 2023.

Democrat

Republican

Unaffiliated/Green _____

1. Departments are responsible for sending this form to the Alderperson(s) affected by the item.
2. This form must be sent (or delivered) directly to the alderperson(s) **before** it is submitted to the Legislative Services Office for the Board of Alders agenda.
3. The date entry must be completed with the date this form was sent the alderperson(s).
4. Copies to: Alder(s); sponsoring department; attached to submission to Board of Alders.



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



April 26, 2022

Honorable Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Dear President Walker-Myers:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit for your Honorable Board's approval the name of Ms. Lauren N. Pittman of 986 Whalley Ave, Apt. E, New Haven, Connecticut, 06515 for reappointment to the Youth Commissions.

This reappointment would become effective upon your Honorable Board's approval and expire on July 1, 2023.

I thank you for your kind consideration of this matter and ask for your prompt approval of the same.

Very truly yours,

Justin Elicker
Mayor

CC: Sean Matteson, Chief of Staff
Gwendolyn Busch-Williams, Director, Youth & Recreation



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO: Alder Devin Avshalom-Smith
Ward # 20

April 26, 2022

From: Department/Office
Person(s)

Mayor's Office
Barbara J. Montalvo

This is to inform you that the following matter affecting your Ward(s) will be submitted to the Board of Alders in the near future:

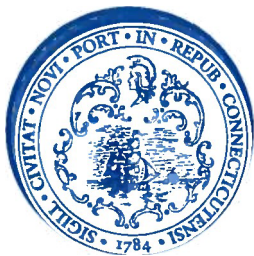
Order of the appointment of Mr. Oscar Havyarimana of 41 Cave St, New Haven, Connecticut 06511, to the Commission on Equal Opportunities. This appointment would become effective upon the final approval of the Honorable Board of Alders and will expire on January 8, 2025. Mr. Havyarimana will be replacing Mr. Robert Proto.

Democrat

Republican

Unaffiliated/Green _____

1. Departments are responsible for sending this form to the Alderperson(s) affected by the item.
2. This form must be sent (or delivered) directly to the alderperson(s) **before** it is submitted to the Legislative Services Office for the Board of Alders agenda.
3. The date entry must be completed with the date this form was sent the alderperson(s).
4. Copies to: Alder(s); sponsoring department; attached to submission to Board of Alders.



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



April 26, 2022

Honorable Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Dear President Walker-Myers:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit for your Honorable Board's approval the name of Mr. Oscar Havyarimana of 41 Cave St, New Haven, Connecticut, 06511 for appointment to the Commission on Equal Opportunities.

This appointment would become effective upon your Honorable Board's approval and expire on January 8, 2025. Mr. Havyarimana will be replacing Mr. Robert Proto.

I thank you for your kind consideration of this matter and ask for your prompt approval of the same.

Very truly yours,

Justin Elicker
Mayor

CC: Sean Matteson, Chief of Staff
Nichole Jefferson, Executive Director



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



NOTICE OF MATTER TO BE SUBMITTED
TO THE BOARD OF ALDERS

TO: Alder Jeanette L. Morrison
Ward # 22

April 26, 2022

From: Department/Office
Person(s)

Mayor's Office
Barbara J. Montalvo

This is to inform you that the following matter affecting your Ward(s) will be submitted to the Board of Alders in the near future:

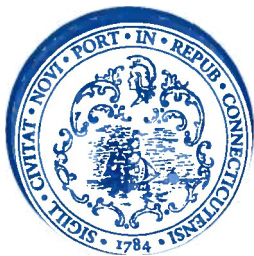
Order of the appointment of Mr. Sean Buskey of 193 Mansfield St, New Haven, Connecticut 06511, to the Peace Commission. This appointment would become effective upon the final approval of the Honorable Board of Alders and will expire on February 1, 2025. Mr. Buskey will be replacing Ms. Constance Thomas-Razza.

Democrat

Republican

Unaffiliated/Green _____

1. Departments are responsible for sending this form to the Alderperson(s) affected by the item.
2. This form must be sent (or delivered) directly to the alderperson(s) **before** it is submitted to the Legislative Services Office for the Board of Alders agenda.
3. The date entry must be completed with the date this form was sent the alderperson(s).
4. Copies to: Alder(s); sponsoring department; attached to submission to Board of Alders.



CITY OF NEW HAVEN

JUSTIN ELICKER, MAYOR

165 Church Street
New Haven, Connecticut 06510
T: 203.946.8200 F: 203.946.7683
www.CityofNewHaven.com



April 26, 2022

Honorable Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Dear President Walker-Myers:

Pursuant to the authority vested in me per Section #63, Article XI of the Revised City Charter, I hereby submit for your Honorable Board's approval the name of Mr. Sean Buskey of 193 Mansfield St, New Haven, Connecticut, 06511 for appointment to the Peace Commission.

This appointment would become effective upon your Honorable Board's approval and expire on February 1, 2024. Mr. Buskey will be replacing Ms. Constance Thomas-Razza.

I thank you for your kind consideration of this matter and ask for your prompt approval of the same.

Very truly yours,

Justin Elicker
Mayor

CC: Sean Matteson, Chief of Staff
Joelle Fishman, Peace Commission Chair

CHECK LIST FOR ALDERMANIC SUBMISSIONS

<input checked="" type="checkbox"/>	Cover Letter
<input checked="" type="checkbox"/>	Resolutions/ Orders/ Ordinances
<input checked="" type="checkbox"/>	Prior Notification Form
<input checked="" type="checkbox"/>	Fiscal Impact Statement - Should include comprehensive budget
<input checked="" type="checkbox"/>	Supporting Documentation
<input checked="" type="checkbox"/>	Disk or E-mailed Cover letter & Order

IN ADDITION IF A GRANT:

<input type="checkbox"/>	Notice of Intent
<input type="checkbox"/>	Grant Summary
<input type="checkbox"/>	Executive Summary (not longer than 5 pages without an explanation)

Date Submitted:

April 11, 2022

Meeting Submitted For:

April 18, 2022 May 16, 2022

Regular or Suspension Agenda:

Regular

Submitted By:

Giovanni Zinn, City Engineer

Title of Legislation:

Authorization for the Mayor to Sign a Project Authorization Letter (PAL) for Water Street Cycle Track Project which will utilize Local Transportation Capital Improvement Program (LOTICIP) funding

Comments:

LM-2022-0258

Coordinator's Signature:



Controller's Signature (if grant):



Mayor's Office Signature:



Call 946-7670 with any questions

..title

AUTHORIZATION FOR THE MAYOR TO SIGN A PROJECT AUTHORIZATION LETTER (PAL) FOR THE WATER STREET CYCLE TRACK PROJECT UTILIZING LOCAL TRANSPORTATION CAPITAL IMPROVEMENT PROGRAM (LOTICIP) FUNDING

..body

Whereas, the proposed Water Street cycle track will provide a crucial link between two other multi-use paths currently in construction: Farmington Canal Phase IV and Downtown Crossing Phase 2. Connecting these two paths from Union Avenue/State Street to Olive Street will facilitate safe, off-road bicycle access between Union Station, Long Wharf, Orange Street, and all the towns that the Farmington Canal trail services in both Connecticut and Massachusetts; and,

Whereas, examples of contemplated work include improving bike/pedestrian safety through the addition of 12-foot wide, approximately 1000-foot-long bi-directional cycle track between Union Avenue/State Street and Olive Street bike lanes, improved pedestrian lighting and traffic signals; and,

Whereas, the Water Street Cycle Track project was designed by the City and accepted by the South Central Regional Council of Governments (SCRCOG) as a candidate for the Local Transportation Capital Improvement Program (LOTICIP) at a 100% funding level for construction and inspection services; and,

Whereas: The project will be administered by the City of New Haven and upon approval by the State of Connecticut Department of Transportation of the lowest responsible bidder a grant payment will be made to the City of New Haven for the total amount; and,

Whereas: The Board of Alders previously authorized the Mayor to sign Project Authorization Letters (PALs) under the Master Municipal Agreement by resolution in September 2013 (LM-2013-0206);

NOW, THEREFORE BE IT RESOLVED, that the Mayor is Authorized to accept funding under the Local Transportation Capital Improvement Program (LOTICIP), and to sign any associated agreements with the State of Connecticut, Contractors, subsequent amendments, and other documents, any of which may include indemnification provisions, and which may have a term of longer than one year, that the Mayor deems necessary or desirable regarding the Water Street Cycle Track Project

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERMEN

TO (list applicable aldermen/women):

ALL

DATE: **April 4, 2022**

FROM: Department

Engineering

Person

Giovanni Zinn, P.E.

Telephone

946-8105

This is to inform you that the following matter affecting your ward(s) will be submitted to the Board of Aldermen.

Authorization for the Mayor to Sign a Project Authorization Letter (PAL) for Water Street Cycle Track Project which will utilize Local Transportation Capital Improvement Program (LOTICIP) funding

Check one if this an appointment to a commission

Democrat

Republican

Unaffiliated/Independent/Other

INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the alderperson(s) affected by the item.
2. This form must be sent (or delivered) directly to the alderperson(s) **before** it is submitted to the Legislative Services Office for the Board of Aldermen agenda.
3. The date entry must be completed with the date this form was sent the alderperson(s).
4. Copies to: alderperson(s); sponsoring department; attached to submission to Board of Aldermen.

FISCAL IMPACT STATEMENT

DATE: April 4, 2022
FROM (Dept.): Engineering Department
CONTACT: Giovanni Zinn, City Engineer PHONE 946-8105

SUBMISSION ITEM (Title of Legislation):

Authorization for the Mayor to Sign a Project Authorization Letter (PAL) for Water Street Cycle Track Project which will utilize Local Transportation Capital Improvement Program (LOTICIP) funding

List Cost: Describe in as much detail as possible both personnel and non-personnel costs; general, capital or special funds; and source of funds currently budgeted for this purpose.

	GENERAL	SPECIAL	BOND	CAPITAL/LINE ITEM/DEPT/ACT/OBJ CODE
A. Personnel				
1. Initial start up				
2. One-time				
3. Annual				
B. Non-personnel				
1. Initial start up				
2. One-time		\$373,200		* TBD
3. Annual				

List Revenues: Will this item result in any revenues for the City? If Yes, please list amount and type.

NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>

1. One-time
2. Annual

***Other Comments:** Design was completed by Engineering Staff. Construction costs are 100% funded by the LOTICIP program administrated by the CTDOT



Justin Elicker
Mayor

ENGINEERING DEPARTMENT

City of New Haven
200 Orange Street, Rm 503
New Haven, CT 06510
www.newhavenct.gov



Giovanni Zinn, P.E.
City Engineer

April 11, 2022

The Honorable Tyisha Walker-Myers, President
New Haven Board of Alders
165 Church Street
New Haven, CT 06510

RE: Authorization for the Mayor to Sign a Project Authorization Letter (PAL) for Water Street Cycle Track Project which will utilize Local Transportation Capital Improvement Program (LOTICIP) funding

Dear President Walker-Myers:

The proposed action before you authorizes the Mayor to sign a Project Authorization Letter (PAL) for the Water Street Cycle Track Project for approximately \$373,000 from the State of Connecticut Department of Transportation (CTDOT) through the Local Transportation Capital Improvement Program (LOTICIP).

The proposed Water Street Cycle Track project will provide a crucial link between two other multi-use paths currently in construction: Farmington Canal Phase IV and Downtown Crossing Phase 2. Connecting these two paths from Union Avenue / State Street to Olive Street will facilitate safe, off-road bicycle access between Union Station, Long Wharf, Orange Street, and all the towns that the Farmington Canal trail services in both Connecticut and Massachusetts. The proposed project will construct a separated, 12-foot wide, approximately 1000-foot long bi-directional cycle track between Union Avenue/State Street and Olive Street, matching the two multi-use paths currently in construction. Additional work included will address traffic signal upgrades and improved pedestrian lighting.

Under LOTICIP, the City is responsible for creating the design, while LOTICIP covers 100% of the construction costs. The City has engaged with stakeholders on the project, including the public and the State of Connecticut.

Thank you for your consideration.

Sincerely,

Giovanni Zinn, P.E.
City Engineer

mf

Enclosures: BOA Submission Packet

c: Regina Rush Kittle, Chief Administrative Officer
Michael Piscitelli, Economic Development Administrator
Sandeep Aysola, Transportation, Traffic and Parking



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

February 24, 2022

The Honorable Justin Elicker
Mayor
City of New Haven
165 Church Street
New Haven, Connecticut 06510

Dear Mayor Elicker:

Subject: Local Transportation Capital Improvement Program (LOTICIP)
Commitment to Fund
Cycle Track
State Project No. L092-0005
Water Street (Route 1)
City of New Haven

The Department of Transportation (Department) has received the LOTICIP application prepared by the City of New Haven (Municipality) and submitted through the South Central Regional Council of Governments (COG) relative to the subject project. The Department has reviewed the application materials along with the revised cost estimate provided by the Municipality and subsequently endorsed by the COG.

The LOTICIP application for this project has been approved. The Department hereby commits to fund eligible project costs as follows:

Rights of Way:	\$	0
Eligible Utilities:	\$	0
Contract Items:	\$	311,000
Contingencies:	\$	31,100
<u>Incidentals to Construction:</u>	<u>\$</u>	<u>31,100</u>
Total Funding Commitment:	\$	373,200

This Commitment to Fund is subject to funding availability and general conditions including, but not limited to, the following:

1. The project is to be administered by the Municipality in accordance with the *Local Transportation Capital Improvement Program Guidelines*, dated November 2021, as may be revised. The guidelines are available on the Department’s LOTICIP web page at <https://portal.ct.gov/DOT/Office-of-Engineering/Highway-Design---Local-Roads---LOTICIP>.

2. The project costs identified in this Commitment to Fund letter are based on estimates provided by the Municipality and endorsed by the COG. These costs are to be considered capped until adjustment, based on low bid or otherwise revised, in accordance with the LOTCIP guidelines.
3. Any scope revisions and/or twenty percent (20%) changes in cost identified during the design phase must be approved by the COG and the Department, as specified in the LOTCIP guidelines.
4. Upon completion of project design activities, the Municipality must forward to the Department, through the COG, a Final Design Submission along with supporting documentation and certifications, as defined in the LOTCIP guidelines.
5. The Municipality must execute and deliver a Project Authorization Letter (PAL) issued pursuant to the Master Municipal Agreement for Construction Projects and comply with its terms. The PAL will be forwarded to the Municipality for execution, subsequent to the receipt of the Final Design Submission package by the Department.

This commitment is further subject to the following project-specific conditions:

1. This project may require environmental permits. In accordance with the LOTCIP guidelines, the Municipality will be responsible for the acquisition of all environmental permits that may be required. Please be advised that any project that involves work within waters or wetlands may require State and/or Federal environmental permits. **It is critical that the Municipality or their consultant contact the Connecticut Department of Energy and Environmental Protection (DEEP) - Inland Water Resources Division early in the design process** to discuss permitting requirements, and to identify specific environmental concerns and design considerations. Failure to establish early coordination with DEEP may result in significant time delays in the permitting process due to the need for design changes and/or denial of permit applications. Please note the Department hosts a monthly Interagency Coordination (Municipal) meeting where municipalities (and their consultants) can discuss municipal projects with the various regulatory agencies relative to permitting requirements, identification of specific environmental concerns and design considerations. Due to the nature of this project and the potential for significant permit involvement, **it is required that the Municipality attend a future Interagency Coordination meeting to discuss the project. Attendance at the meeting should be arranged through the following contact:**

Mr. David W. Harms
Supervising Transportation Engineer
(860)-594-3291
DOT-EPC@ct.gov

2. The LOTCIP application materials indicate that this project is not anticipated to require right of way acquisitions. Should it be determined during the design phase that right of way acquisitions will be required, including construction easements, the Municipality through the

COG must notify the Department. All right of way acquisitions are to be performed in accordance with the LOTCIP guidelines. In addition, any acquisitions adjacent to Route 1 must be closely coordinated with the Department's Office of Rights of Way through the following contact:

Mr. Thomas H. Melzen
Supervising Property Agent
(860) 594-2451
Thomas.Melzen@ct.gov

3. This project will require work be performed within the State-owned right of way along State Route 1. As such, an encroachment permit will be required. **It is imperative that the design of the improvements proposed under this project be coordinated with the Department during the design phase to ensure conformance with applicable requirements relative to proposed work within State-owned right of way or otherwise affecting State-owned facilities. Establishing early coordination relative to the encroachment permit process is recommended.** All matters relative to the encroachment permit process for this project are to be coordinated through the following Department contact:

Mr. Paul Mozzicato
Special Services Section Manager (District 3)
(203) 389-3010
Paul.Mozzicato@ct.gov

4. Modifications to traffic control signals, devices, signs, and markings for public highways/roadways require review by the Local Traffic Authority and/or by the Office of the State Traffic Administration (OSTA) and/or by the Department's Division of Traffic Engineering. This project proposes to eliminate one of the westbound lanes across the bridge. In addition, traffic signal modifications may be needed at the intersection of Route 1 and State Street North and at the intersection of Route 1 and Olive Street to facilitate connection with the Farmington Canal Heritage Trail State Project No. 0092-0621. All new traffic control signals are subject to approval from OSTA; as such, coordination with OSTA should begin early in the design process. For further information regarding any approval requirements, please contact OSTA: <http://www.ct.gov/dot/osta>

Office of the State Traffic Administration
Connecticut Department of Transportation
2800 Berlin Turnpike
Newington, CT 06131
Phone: (860) 594-3020
Fax: (860) 594-2552
DOT.OSTA@ct.gov

Please be informed that, in accordance with the LOTCIP guidelines, the Department will initiate a Permit Need Determination and an Environmental Screening Review for this project to assist the Municipality in identifying items relative to natural resources, historic/archaeological resources, etc. that may need to be investigated or addressed during the design phase. The Environmental Screening Review is expected to be completed within approximately ninety (90) days. The Permit Need Determination is expected to be completed within approximately ninety (90) days. The results will be forwarded to the Municipality and the COG, when received.

If the Municipality accepts this Commitment to Fund, please sign below and return a copy of this letter to this office within thirty (30) days. Transmission via e-mail is acceptable.

If you have any questions, please contact the Project Manager, Mr. William Grant, P.E., at (860) 594-3229 or by e-mail at William.E.Grant@ct.gov.

Very truly yours,

Michael N. Calabrese
Digitally signed
by Calabrese,
Michael
Date: 2022.02.23
07:22:49-05'00'

Michael N. Calabrese, P.E.
Division Chief of Highway Design
Bureau of Engineering and Construction

Accepted By: _____
The Honorable Justin Elicker
Mayor

Date _____

- cc: Mr. Giovanni Zinn, P.E., City Engineer, City of New Haven
- Mr. Carl J. Amento, Executive Director, South Central Regional Council of Governments
- Mr. Steven B. Dudley, Deputy Director/Director of Transportation, South Central Regional Council of Governments

Vitalij V. Staroverov/vvs:

bcc: Michael N. Calabrese – Hugh H. Hayward – William E. Grant
Darren E. Meyers – Jennifer N. Trio – Kelly Cain – Tawana M. Forte
Steven L. Degen – Thomas H. Melzen
Sherri L. Ruiz Clark – John D. Haggerty
Andrew S. Morrill
Paul Mozzicato
DOT.COGCoordinationUnit@ct.gov



CHECK LIST FOR ALDERMANIC SUBMISSIONS

<input checked="" type="checkbox"/>	Cover Letter
<input checked="" type="checkbox"/>	Resolutions/ Orders/ Ordinances
<input checked="" type="checkbox"/>	Prior Notification Form
<input checked="" type="checkbox"/>	Fiscal Impact Statement - Should include comprehensive budget
<input checked="" type="checkbox"/>	Supporting Documentation
<input checked="" type="checkbox"/>	Disk or E-mailed Cover letter & Order

IN ADDITION IF A GRANT:

<input type="checkbox"/>	Notice of Intent
<input type="checkbox"/>	Grant Summary
<input type="checkbox"/>	Executive Summary (not longer than 5 pages without an explanation)

Date Submitted: May 10, 2022

Meeting Submitted For: May 16, 2022

Regular or Suspension Agenda: Regular

Submitted By: Giovanni Zinn, City Engineer

Title of Legislation: Order authorizing the Mayor to accept funding from the Connecticut Department of Energy and Environmental Protection (CTDEEP) for the repairs to the Quinnipiac Avenue/Clifton Street Canoe Launch

Comments: LM-2022-0259

Coordinator's Signature:  05/09/2022

Controller's Signature (if grant): 

Mayor's Office Signature: 

Call 946-7670 with any questions

CHECK LIST FOR ALDERMANIC SUBMISSIONS

X	Cover Letter
X	Resolutions/ Orders/ Ordinances
X	Prior Notification Form
X	Fiscal Impact Statement - Should include comprehensive budget
X	Supporting Documentation
X	Disk or E-mailed Cover letter & Order

IN ADDITION IF A GRANT:

	Notice of Intent
	Grant Summary
	Executive Summary (not longer than 5 pages without an explanation)

Date Submitted: May 10, 2022

Meeting Submitted For: May 16, 2022

Regular or Suspension Agenda: Regular

Submitted By: Giovanni Zinn, City Engineer

Title of Legislation: Order authorizing the Mayor to accept funding from the Connecticut Department of Energy and Environmental Protection (CTDEEP) for the repairs to the Quinnipiac Avenue/Clifton Street Canoe Launch

Comments: _____

Coordinator's Signature: _____

Controller's Signature (if grant): _____

Mayor's Office Signature: _____

Call 946-7670 with any questions



Justin Elicker
Mayor

ENGINEERING DEPARTMENT

City of New Haven
200 Orange Street, Rm 503
New Haven, CT 06510
www.newhavenct.gov



Giovanni Zinn, P.E.
City Engineer

May 16, 2022

Honorable Tyisha Walker Myers
President - Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Re: Order authorizing the Mayor to accept funding from the Connecticut Department of Energy and Environmental Protection (CTDEEP) for the repairs to the Quinnipiac Avenue/Clifton Street Canoe Launch under the American Rescue Plan Act of 2021 (ARPA)

Dear Honorable Tyisha Walker Myers:

By act of the State Legislature, the Connecticut Department of Energy and Environmental is offering the City a grant in the amount of \$250,000 (from State ARPA funds) for the rehabilitation and restoration of the Clifton St Canoe Launch. The original canoe launch was constructed 20-30 years ago, and has experienced significant erosion and deterioration. It is located at the end of Clifton St and along the coastal access easement at 3 Clifton St. It is anticipated that the improvements will be in both of these areas, and may necessitate a memorandum of understanding from the property owner acknowledging that the improvements on the coastal access easement would need to remain and be maintained.

Therefore, I write to respectfully request the Honorable Board of Alders to authorize the Mayor to accept the funding and to enter into any agreements that may be necessary with both the State of Connecticut and the adjoining property owner at 3 Clifton St.

This project has significant community interest and we look forward to engaging the community on the design and use of the project. Thank you for your consideration of this matter. If you have any questions, please feel free to contact me at 203-946-8105.

Respectfully submitted,

Giovanni Zinn, PE
City Engineer

mf

c: Regina Rush Kittle, Chief Administrative Officer



Justin Elicker
Mayor

ENGINEERING DEPARTMENT

City of New Haven
200 Orange Street, Rm 503
New Haven, CT 06510
www.newhavenct.gov



Giovanni Zinn, P.E.
City Engineer

Jeff Pescosolido/William Carone, Parks & Public Works
Gwendolyn Williams Busch/William Dixon, Youth & Recreation Department
file

..title

RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT FUNDING FROM THE CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION (CTDEEP) AND SIGN ANY ASSOCIATED STATE AGREEMENTS, AGREEMENTS WITH CONTRACTORS AND OTHER DOCUMENTS THAT MAY BE DESIRABLE OR NECESSARY, INCLUDING ANY SUBSEQUENT AMENDMENTS TO AGREEMENTS, REGARDING REPAIRS TO THE QUINNIPIAC AV/CLIFTON ST CANOE LAUNCH

..body

WHEREAS, the State of Connecticut Office of Policy and Management (OPM) has authorized this project to be funded from the Federal American Rescue Plan Act of 2021 117-7 (ARPA); and,

WHEREAS, the ARPA funding is intended to support improving outdoor spaces as a response to the public health emergency and/or its negative economic impacts in accordance with federal regulations; and,

WHEREAS, the Connecticut Department of Energy and Environmental Protection (CTDEEP) will administer the funds; and,

WHEREAS, the project involves the repair of an existing boat launch and waterfront access platform; and,

WHEREAS, the City of New Haven through its Department of Engineering, will develop said improvements; and,

WHEREAS, The City of New Haven desires to continue to improve vessel/marine movement and provide outdoor public space use for its residents; and,

WHEREAS, New Haven Residents, especially surrounding neighborhoods will benefit from the improvements to the Quinnipiac Avenue/Clifton Street Canoe Launch,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN THAT THE MAYOR IS AUTHORIZED TO ACCEPT FUNDING FROM THE CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION (CTDEEP) AND SIGN ANY ASSOCIATED STATE AGREEMENTS, AGREEMENTS WITH CONTRACTORS, AGREEMENTS WITH ADJACENT PROPERTY OWNERS AND OTHER DOCUMENTS THAT MAY BE DESIRABLE OR NECESSARY, INCLUDING ANY SUBSEQUENT AMENDMENTS TO AGREEMENTS, INCLUDING ANY REQUIRED INDEMNIFICATIONS OF THE STATE REGARDING REPAIRS TO THE QUINNIPIAC AVENUE/CLIFTON STREET CANOE LAUNCH UTILIZING FUNDS UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 PUBLIC LAW 117-7

FISCAL IMPACT STATEMENT

DATE: May 16, 2022
FROM (Dept.): Engineering Department
CONTACT: Giovanni Zinn, City Engineer **PHONE** 946-8105

SUBMISSION ITEM (Title of Legislation):

Order authorizing the Mayor to accept funding from the Connecticut Department of Energy and Environmental Protection (CTDEEP) for the repairs to the Quinnipiac Avenue/Clifton Street Canoe Launch

List Cost: Describe in as much detail as possible both personnel and non-personnel costs; general, capital or special funds; and source of funds currently budgeted for this purpose.

	GENERAL	SPECIAL	BOND	CAPITAL/LINE ITEM/DEPT/ACT/OBJ CODE
A. Personnel				
1. Initial start up				
2. One-time				
3. Annual				
B. Non-personnel				
1. Initial start up				
2. One-time		250,000		TBD
3. Annual				

List Revenues: Will this item result in any revenues for the City? If Yes, please list amount and type.

NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>

1. One-time	250,000
2. Annual	

Other Comments:

There is significant interest in the neighborhood on this project, and we expect annual maintenance to be both low, and at least partially undertaken by interested residents.

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERMEN

TO (list applicable aldermen/women):

ALL

DATE: **May 16, 2022**

FROM: Department
Person

Engineering

Giovanni Zinn, P.E.

Telephone

946-8105

This is to inform you that the following matter affecting your ward(s) will be submitted to the Board of Aldermen.

Order authorizing the Mayor to accept funding from the Connecticut Department of Energy and Environmental Protection (CTDEEP) for the repairs to the Quinnipiac Avenue/Clifton Street Canoe Launch

Check one if this an appointment to a commission

Democrat

Republican

Unaffiliated/Independent/Other

INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the alderperson(s) affected by the item.
2. This form must be sent (or delivered) directly to the alderperson(s) **before** it is submitted to the Legislative Services Office for the Board of Aldermen agenda.
3. The date entry must be completed with the date this form was sent the alderperson(s).
4. Copies to: alderperson(s); sponsoring department; attached to submission to Board of Aldermen.

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 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
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.

(1) <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION #s. P.S. 2022-60 P.O.
(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

CONTRACTOR	(3) CONTRACTOR NAME City of New Haven	(6) Dept No. DEP43000
	CONTRACTOR ADDRESS 200 Orange Street, Suite 503, New Haven CT 06511	CONTRACTOR FEIN/SSN 06-6001876

STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - Boating Division, 79 Elm Street, Hartford, CT 06106-5127
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CONTRACT PERIOD	(7) DATE (FROM) Execution	THROUGH (TO) December 31, 2023	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER
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COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)
	<p>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 Appendix A, which is attached hereto and made a part hereof.</p> <p>Appendix A consists of 4 pages numbered A-1 through A-5 inclusive.</p> <p style="text-align: center;">Page 1 of 8</p> <p>Standard Terms and Conditions are contained in Pages 2 through 10 and are attached hereto and made a part hereof.</p>

COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.
	<p>Cost and Schedule of Payments is attached hereto as Appendix B and made a part hereof. (Appendix B consists of 1 page(s) numbered B-1 through B-1).</p> <p>Total Payments Not to Exceed the Maximum Amount of \$250,000.00</p>

(11) OBLIGATED AMOUNT \$250,000.00	
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(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
\$250,000.00	DEP44434	12060	29749	64099	DEPA00006000071	155006	2022			55050

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 _____

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: _____

1. 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. 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.
4. 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.
5. 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.

6. 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 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 Agency. Contractor shall provide an annual electronic update of the three documents to the 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.
7. 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.
 8. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.
 9. 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.
 10. 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 Contractor's 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.
11. 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. If Executive Order 14 is applicable, it is deemed to be incorporated into and made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the Agency or DAS shall provide a copy of these orders to the Contractor.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.

20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. Registration for DEEP Stormwater General Permit. If Contractor has a stormwater point discharge, the Contractor is required by Section 22a-430b of The General Statutes of Connecticut to register for the stormwater general permit for industrial activity. A stormwater pollution prevention plan must also be prepared, and sampling of runoff conducted once a year during a rain event.
31. Sale of Public Access Facility. The owner or operator of a public access facility to receive grant funds will, if the public access facility is to be sold, and upon sale of the public access facility, ensure that conditions of this Contract be made part of any sale agreement with new owner.

32. **Title to Equipment.** Title to equipment purchased under this Agreement shall vest in the Contractor. If the Contractor determines that it cannot use the equipment for the stated grant purposes at any point prior to the end of the equipment's useful life, but after the end of this Contract period and any extensions thereof, the Contractor shall inform the DEEP in writing within 30 days of such determination. Such equipment shall be transferred by the Contractor to a third party approved by the DEEP for use for grant purposes in accordance with applicable provisions of state and federal law. Should the equipment not be transferred to a new operator in accordance with this provision, the equipment shall either be returned to the DEEP for use for grant purposes or it shall be disposed in accordance with 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.
33. **Allowable Costs.** All costs charged by the Contractor and subcontractors must be eligible, necessary, and reasonable for performing the tasks outlined in the approved project work plan. The costs must be incurred during the period of performance of the project. The costs also must be allowable and well documented, in conformance with specific federal requirements (30 CFR Part 35 as amended from time to time; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. Applicable CFRs are located at the following websites:
<https://www.gpo.gov/fdsys/pkg/CFR-2015-title2-vol1/pdf/CFR-2015-title2-vol1-subtitleA-chapII.pdf>
<https://www.ecfr.gov/current/title-31/subtitle-A/part-35>
34. **Entertainment Costs.** In accordance with Circular A-122 (non-profits) and A-87 (State, Local, and Indian Tribal Governments) the cost of amusement, diversion, social activities, ceremonies, and costs relating thereto, such as meals, lodging, rentals, transportation, gratuities and alcoholic beverages are **not** allowable expenses.
35. **Contract Work Hours and Safety Standards Act.** If this Contract funds construction that exceeds \$100,000.00 or other work that involves the employment of mechanics or laborers that exceeds \$2,500.00, the Contractor shall ensure that the wages of every mechanic and laborer shall be computed on the basis of a standard work week of 40 hours pursuant to sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Information on the Contract Work Hours and Safety Standards Act can be found on the Department of Labor web-site at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm>.
36. **Suspension and Debarment.** The Contractor shall make no Contracts with parties listed on the General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. The Contractor may access the Excluded Parties List System at: <https://www.dol.gov/agencies/ofccp/debarred-list>. By signing this Contract the Contractor certifies that neither the Contractor nor its principal(s) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
37. **Copeland "Anti-Kickback" Act.** (18 U.S.C. 874 and 40 U.S.C. 276c)—If this Contract is in excess of \$100,000.00 for construction or repair, the Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "contractors and subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall include language requiring compliance with this provision in any subcontract awarding funds provided in this Contract in excess of \$100,000.00. The Commissioner shall report all suspected or reported violations to the U.S. Fish & Wildlife Service.
38. **Certifications Regarding Lobbying.** Byrd Anti-Lobbying Amendment: The Contractor shall not use any of the funds provided in this Contract to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following Federal actions:
- a. The awarding of any Federal contract.
 - b. The making of any Federal grant.
 - c. The making of any Federal loan.
 - d. The entering into of any cooperative agreement.
 - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If this Contract is in excess of \$100,000.00 the Contractor and any subcontractors awarded funds from this Contract in excess of \$100,000.00 shall file the declaration required by 31 U.S.C. 1352 (b). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Commissioner.
39. **Drug Free Workplace.** The Contractor shall provide a Drug Free Workplace in compliance with 41 USC Section 702. The Contractor agrees to make a good faith effort, on a continuing basis, to maintain a drug-free workplace as a condition for receiving federal funds under this Contract. The specific measures the Contractor must take in this regard are described in more detail in 43 CFR Part 43.

Briefly, those measures are to:

- a. Publish a drug-free workplace statement and establish a drug-free awareness program for its employees (Sec. 43.205 through 43.220);
 - b. Take actions concerning employees who are convicted of violating drug statutes in the workplace (Sec. 43.225); and
 - c. Identify all known workplaces under its Federal awards (Sec. 43.230).
40. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: — the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). The Commissioner shall report violations to the Fish & Wildlife Service and the Regional Office of the Environmental Protection Agency (EPA).
41. Contractor Responsibility. The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself Performs. The Contractor shall be the sole point of contact with DEEP concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues.
42. Provisions of Law Incorporated by Reference. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted and made a part of this Contract and this Contract shall be read and enforced as though such provisions were incorporated into this Contract. 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.
43. ARPA-SFRF Subrecipient Award Terms and Conditions.
- a. For purposes of this section, “subrecipient” shall be the Contractor. In the event of any conflict between the terms of this section and any other provision of this Contract, the stricter provision shall control.
 - b. Use of Funds.
 - i. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury’s regulations implementing that section and guidance.
 - ii. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
 - c. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, Subrecipient may use award funds to cover eligible costs obligated during the period that begins on the date hereof and ends on December 31, 2024.
 - d. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award. Subrecipients of federal funds must complete financial, performance, and compliance reporting as required and outlined in Part 2 of UST’s Compliance and Reporting Guidance, February 28, 2022, Version 3.0 (and any subsequent versions). Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1.
 - e. Maintenance of and Access to Records
 - i. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds.
 - ii. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, and the State of Connecticut, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - iii. Records shall be maintained by subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
 - f. Internal Controls. Subrecipient must establish and maintain effective internal control over the award that provides reasonable assurance that the Subrecipient is managing the State contract in compliance with Federal statutes, regulations, and the terms and conditions of the State contract.
 - g. Safeguard Protected Personally Identifiable Information. Subrecipient shall take steps to safeguard protected personally identifiable information and other information the federal awarding agency or the state designates as sensitive or the Recipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.
 - h. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
 - i. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs.
 - j. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient
 - k. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
 - l. Compliance with Applicable Law and Regulations.
 - i. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall

provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

- ii. Federal regulations applicable to this award include, without limitation, the following:
 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F–Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 9. Generally applicable federal environmental laws and regulations.
- iii. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- m. Remedial Actions. In the event of Subrecipient’s noncompliance with section 602 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, the State of Connecticut may impose additional conditions on the future reimbursement, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.
- n. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- o. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- p. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0128 awarded to the State of Connecticut by the U.S. Department of the Treasury.”
- q. Debts Owed the Federal Government.
 - i. Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient shall constitute a debt to the federal government.
 - ii. Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other

satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

- r. Disclaimer.
 - i. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
 - ii. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Recipient.
- s. Protections for Whistleblowers.
 - i. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - ii. The list of persons and entities referenced in the paragraph above includes the following:
 - 1. A member of Congress or a representative of a committee of Congress;
 - 2. An Inspector General;
 - 3. The Government Accountability Office;
 - 4. A Treasury employee responsible for contract or grant oversight or management;
 - 5. An authorized official of the Department of Justice or other law enforcement agency;
 - 6. A court or grand jury; or
 - 7. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - iii. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- t. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- u. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

APPENDIX A

SCOPE OF WORK

Purpose: To enhance an existing public access site adjacent to the Quinnipiac River in the Fairhaven area of New Haven, Connecticut to improve urban public access for active and passive recreation and shoreline erosion control.

Description: The Contractor agrees to conduct a project entitled: Clifton Street Canoe Launch and Waterfront Access which shall include the repair of an existing car-top boat launch and waterfront access platform and the installation of a living shoreline along the waterfront.

Location: The project is located at the foot of Clifton Street in New Haven Connecticut and on property located at 3 Clifton Street.

1. Site Design: The Contractor shall prepare a scaled site design for general public access, car-top boat launching and living shoreline stabilization enhancements. Such site plan shall include all necessary tidal datums as required by local, State and Federal regulatory agencies, and the location(s) and dimension(s) of each site improvement. Site improvements shall include a living shoreline utilizing native, non-invasive plant species and other materials suitable for a natural shoreline stabilization project; a parking plan; an ADA-accessible car-top boat launch suitable for launching canoes, kayaks and other small non-motorized craft; and other shoreline enhancements including but not limited to benches, plantings, signage and erosion control improvements. Such site design shall be submitted to the DEEP Boating Division for review and written approval. Site improvements shall include, at a minimum, the following components:

Repair of Boat Launch and Platform Structure

- a. Remove damaged portions of the existing structures including but not limited to a broken metal railing, damaged concrete boat ramp, damaged pavers and concrete collar;*
- b. Redesign and repair an approximately 1,000 square foot existing public access viewing platform using durable, outdoor grade, weather resistant materials;*
- c. Install an ADA-compliant canoe launch and make every effort to ensure ADA compliance for the facility;*
- d. Relocate large boulders and other debris adjacent to the access platform to provide improved public access;*
- e. Install one durable weather resistant, outdoor grade wooden kiosk for posting site signage and community information;*
- f. Install accessory structures to support fishing activities including, but not limited to PVC fishing pole holders and monofilament fishing line disposal/recycling containers;*

Living Shoreline and New Access Pathway Along Waterfront Access Easement

- g. Install approximately 175 linear feet of living shoreline along the length of the waterfront to reduce wave energy and erosion including components such as protective sills,*

establishment of new tidal marsh habitat, and erosion control/bank stabilization in accordance with applicable permitting requirements;

h. Construct a new ADA-compliant stone dust walking path within the waterfront access easement;

i. Install educational signage about living shorelines and/or the Quinnipiac River; and

j. Install two (2) benches for seating along the stonedust pathway.

2. Permits: Prior to conducting any work identified herein, the contractor shall obtain all required local, state and federal regulatory authorizations including but not limited to local zoning and building permits, a DEEP Certificate of Permission or Permit (whichever is applicable), a DEEP Flood Management Certificate and authorization from the US Army Corps of Engineers to conduct work in and adjacent to the Quinnipiac River. Upon issuance of the required regulatory authorizations, the contractor shall provide copies of said authorizations to the DEEP Boating Division.

3. Construction: The contractor shall construct the project in accordance with the approved site design identified in paragraph A.1., above and in conformance with all regulatory authorizations and any subsequent modifications thereto, identified in paragraph A.2., above.

4. Construction Schedule: The Contractor shall complete the construction of the Project facilities by June 30, 2024, and shall notify the DEEP in writing within 30 days of such completion. The DEEP staff shall inspect the site within 30 days of notification of completion to verify that the Project facilities have been built in accordance with the approved plans and specifications. If deficiencies in the construction of the Project facilities are noted during this inspection, the DEEP shall provide to the Contractor a list of remedial work items to be performed prior to acceptance of the Project facilities. The Contractor shall notify the DEEP once all remedial work is completed. The DEEP shall retain the right to re-inspect the Project facilities to assure compliance with all listed remedial work items.

5. Signage: The contractor shall install signage at the site identifying that the site is open for free general public access. The contractor may identify hours of operation and rules for use of the site. The Contractor may not charge for parking, boat launching or site usage.

6. ADA Access: The Contractor shall construct the project in conformance with the Americans with Disabilities Act (ADA). For information about compliance with the ADA, please consult <https://www.ada.gov/>

7. Budget: The Contractor shall adhere to the budget which is included in this Contract on page D-1.

8. Public Access: The Contractor acknowledges that the site improved pursuant to this Agreement is a public recreational area, and public access to such area shall not be obstructed.

9. Maintenance: The Contractor or their designee shall maintain the Project site and improvements in good condition for the usable life of such improvements.

10. Real Property: Prior to commencement of construction, the Contractor shall provide DEEP with evidence of permission from the owner of 3 Clifton Street for the Contractor to construct,

operate, and maintain any improvements installed on 3 Clifton Street. The Contractor shall not dispose of, modify the use of, or change the terms of the real property title, or other interest in the Project Site and the Project facilities without express written permission and instructions from the DEEP. Prior to the final reimbursement, the Contractor shall record the Federal interest in the title of real property in accordance with DEEP directives and shall include a covenant (Notice of Grant Agreement) in the title of any real property acquired or improved in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project. This shall expressly include authorization from the owner of 3 Clifton Street for the Contractor to record such a covenant on 3 Clifton Street.

- 11. Acknowledgement of Funding:** Any publication or sign produced or distributed or any publicity conducted in association with this Contract must provide credit to the State and Local Fiscal Recovery Funds Program as follows: "Funding provided by the State and Local Fiscal Recovery Funds Program administered by the Connecticut Department of Energy and Environmental Protection (DEEP)."
- 12. Publication of Materials:** The Contractor must obtain written approval from DEEP's Boating Division prior to distribution or publication of any printed material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

13. ADA Publication Statement:

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following

ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

This video with closed captioning is available at www.ct.gov/deep.

- 14. Submission of Materials:** For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Kate Hughes Brown
Department of Energy and Environmental Protection
Boating Division
BIG/CVA Program Coordinator
PO Box 280
Old Lyme, CT 06371

All **invoices** must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice, and shall be submitted to:

DEEP – Financial Management Division
Accounts Payable
79 Elm Street
Hartford, CT 06106-5127

- 15. Permits:** No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor.
- 16. Project Summaries:** Following Execution of this Contract, the Contractor shall provide summaries of project status to the Boating Division once every six months during the time in which this Contract is in effect. Such summaries shall include a brief description (1 or more pages) indicating the work completed to date and the anticipated project completion date if different from the current Contract expiration date.

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

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

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.

18. Final Report: Within 30 days of the expiration date of this Contract, the Contractor shall submit to the Boating Division, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met including, but not limited to:

- a. a written summary of the project public access and living shoreline site enhancements that have been completed;
- b. as-built plans of the project site including scaled drawings showing all site improvements;
- c. a certified copy of the Notice of Grant Agreement filed on the land records in the City of New Haven as identified in paragraph A.8. above, and
- d. photographs of all completed site improvements including the boat launch ramp, living shoreline stabilization, plantings, site signage, parking, and all other public access site improvements and amenities.

19. Final Financial Report: Within 30 days of the expiration date of this Contract, the Contractor shall submit a Final Financial Report to the Boating Division, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal. Amounts spent on specific items such as design, permitting, construction and materials must be included. A sample format is attached as Appendix C.

APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is two-hundred and fifty-thousand dollars (\$250,000.00).

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this Contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.

- a. Reimbursements shall be made on no more than a quarterly basis (every three months from approval of this contract) following submission by the Contractor of an invoice and all supporting documentation (see Appendix D).
- b. Any payments made to the Contractor by the Commissioner shall allow for the reimbursement of funds to meet allowable financial obligations incurred in conjunction with the Project, prior to the expiration of this contract. The Contractor shall submit written payment requests to the DEEP Project Coordinator no more frequently than quarterly. Requests for reimbursement shall be accompanied by a brief financial statement of expenses incurred, a sample of which is attached hereto as Appendix D, and any supporting documentation of such expenditures. Total sum of all payments shall not exceed total project costs.
- c. a \$50,000.00 holdback shall be retained by the Commissioner until the completion of Project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of Appendix A have been met. Payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP. Total sum of all payments shall not exceed total Project costs.

Should total Projects costs be less than the amount of payments made, any remaining funds must be refunded to the Connecticut Department of Energy and Environmental Protection through a check made payable to "DEEP" within 90 days of the Contract expiration date.

APPENDIX C

SAMPLE FINAL FINANCIAL REPORT

Contractor Name: _____

PSA #: _____

DESCRIPTION	Award Costs	Other (Matching) Costs (if applicable)	Total Costs
Salaries			
Fringe @ _____ %			
Design & Engineering			
Permitting			
Construction			
Contractual (specify)			
Materials & Supplies			
Other (specify)			
Totals			

APPENDIX D
BUDGET

Description	Total Cost
Salaries	
Fringe (_____ %)	
Design & Engineering	\$25,000.00
Permitting	\$25,000.00
Construction	\$200,000.00
Contractual (specify)	
Material & Supplies	
Other (specify)	
Total	\$250,000.00

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

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

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

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

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.

Initial ARPA Project Report Form Template

Name of Project: Clifton Street Canoe Launch and Waterfront Access

Funding Amount: \$250,000

Identification #

Project Expenditure Category (see Appendix 1, page 37 of SLFRF compliance doc)

Section 3: Services to Disproportionately Impacted Communities, subsection 3.13 Social Determinants of Health: Other

The Clifton St Canoe Launch project falls within a Qualified Census Tract (https://www.huduser.gov/portal/sadda/sadda_qct.html). According to the SLFRP FAQ document, investments in improving outdoor spaces within an QCT is a viable use of ARPA funds (see question 2.18 on page 11 in SLFRFAQ.pdf). Investments in parks and other public outdoor recreation spaces is responsive to the needs of disproportionately impacted communities by promoting healthier living environments and outdoor recreation and socialization to mitigate the spread of COVID-19.

Project Description

New Haven, the second-largest city in Connecticut, covers 20 square miles and is home to just over 130,000 people. The City and its harbor are nestled along the Long Island Sound (LIS) and joined by the Mill, West, and Quinnipiac Rivers. Access to these waterbodies varies significantly across the City. Access to the Quinnipiac River, the largest of three rivers that run through the City of New Haven and the fourth largest river in the state, is very challenging due to the extent of private development- both residential and industrial- along its banks.

The eastern shoreline of the Quinnipiac River is about 3.5 miles long from the mouth to the northern boundary of the city limits. Most of the shoreline abuts the Fair Haven Heights neighborhood (24% poverty, 47% low income).¹ Outside of the Quinnipiac Meadows Nature Preserve, about 3 miles of shoreline along the eastern bank of the Quinnipiac River in New Haven are exclusively privately held. Within this stretch, there is only one public street end, Clifton Street, that crosses Quinnipiac Avenue and abuts the shores of the river.

In the early 2000's, in response to community desires to view and access the Quinnipiac River, the City converted this underutilized street end into an intentional public access platform and human-powered boat launch. Unfortunately, this public access platform and launch has been damaged due to sea level rise and impacts from storms.

In addition, the City has a public access waterfront easement on the adjacent property to the south. The City requires coastal access easement from waterfront private property that lies within the coastal boundary as defined in the Connecticut Coastal Management Act (CCMA).

¹ <https://www.ctdatahaven.org/data-resources/connecticut-city-neighborhood-profiles> Retrieved October 14, 2021

The purpose of the easement is to provide access to the area adjacent to the Quinnipiac River to enable the public to view and access the natural, scenic and environmental features of the river and its banks. This shoreline property has suffered from erosion that has degraded the habitat and resulted in severely limited access.

The Clifton Street Canoe Launch and Waterfront Access project will restore the damaged street end canoe launch and access platform and create new waterfront access within the easement area on the adjacent property. Living shoreline techniques will be utilized to lessen wave energy and resulting erosion along the shoreline and damage to the canoe launch/platform.

The City of New Haven's Engineering Department will oversee the entirety of the project from design through construction. The City will:

- work directly with community members on the design of the restoration of the Clifton Street Canoe Launch and adjacent waterfront access.
- acquire all necessary permits to construct the project
- procure and manage contractors during construction.

In addition, the City will seek opportunities to work with community members and interested non-profits on outreach and additional educational opportunities presented by this project.

The project will take approximately 18-24 months from start to finish with about 3 months to preliminary design, 12 months for permitting, 3 months to finalize design and 3 months to construct. The repair of the canoe launch can be permitted with a Certificate of Permission (COP) and it is anticipated that the waterfront access area can be permitted with a COP as a living shoreline project.

Project Performance Indicators

- Output measures (ex. – number of students enrolled in program)
- Outcome measure (ex. – percent of students reading on grade level)

Output: Linear feet of stabilized shoreline using living shoreline techniques

Outcome: A waterfront resilient to impacts of climate change with improved ecological health

Output: Number of people using restored canoe launch and access path

Outcome: Percentage of population engaging in outdoor recreation and associated benefits to health

Output: Number of households within walking distance (0.5 mile) of waterfront public access

Outcome: Percentage of population with access to outdoor recreation and associated benefits to health

Output: Number of community members at public meetings related to design and construction

Outcome: Long term stewardship of local environment by community

CHECK LIST FOR ALDERMANIC SUBMISSIONS

<input checked="" type="checkbox"/>	Cover Letter
<input checked="" type="checkbox"/>	Resolutions/ Orders/ Ordinances
<input checked="" type="checkbox"/>	Prior Notification Form
<input checked="" type="checkbox"/>	Fiscal Impact Statement - Should include comprehensive budget
<input checked="" type="checkbox"/>	Supporting Documentation
<input checked="" type="checkbox"/>	Disk or E-mailed Cover letter & Order

IN ADDITION, IF A GRANT:

<input type="checkbox"/>	Notice of Intent
<input type="checkbox"/>	Grant Summary
<input type="checkbox"/>	Executive Summary (not longer than 5 pages without an explanation)

Date Submitted: May 6, 2022

Meeting Submitted For: May 16, 2022

Regular or Suspension Agenda: Regular

Submitted By: Giovanni Zinn, City Engineer

Title of Legislation: Order authorizing the Mayor to accept the 2021 State Diesel Emissions Reduction Act (DERA) Program Grant from the Department of Energy and Environmental Protection (CTDEEP) for the purchase of an Electric Refuse Vehicle

Comments: LM- 2022-0260

Coordinator's Signature:  08/09/2022

Controller's Signature (if grant): 

Mayor's Office Signature: 

Call 946-7670 with any questions



Justin Elicker
Mayor

ENGINEERING DEPARTMENT

City of New Haven
200 Orange Street, Rm 503
New Haven, CT 06510
www.newhavenct.gov



Giovanni Zinn, P.E.
City Engineer

May 16, 2022

Honorable Tyisha Walker Myers
President - Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Re: Order authorizing the Mayor to accept the 2021 State Diesel Emissions Reduction Act (DERA) Program Grant from the Department of Energy and Environmental Protection (CTDEEP) for the purchase of an Electric Refuse Vehicle

Dear Honorable Tyisha Walker Myers:

The Connecticut Department of Energy and Environmental Protection is offering a grant program to cover up to 45% of the cost of an electric vehicle which replaces a diesel vehicle. The City of New Haven's refuse fleet represents the City's diesel fleet that spends the most time in our neighborhoods, and as such is a natural candidate for conversion to electric vehicles. New Haven is home to a number of environmental justice communities with a disproportionate rate of asthma and respiratory illnesses based on our location as a major regional transit center among other factors. By converting a refuse truck to electric, this eliminates a source of diesel exhaust in our neighborhoods, and improves the quality of life across the City.

An average New Haven refuse truck travels 37 miles per day. The electric version of the City's preferred refuse truck has a typical range of 100-160 miles, and has been found in New York City's testing to provide 60 curb-miles of pickup (not including transit and disposal) in New York City conditions. The City would install a 100 amp Level 2 charger in the Refuse Truck Garage at 260 Middletown Ave (near the transfer station). The electric truck was quoted in late 2021 at \$572,200 compared to a normal diesel unit at \$321,900. The CT DEEP would offer the City a grant of \$238,215.34, which would result in a purchase price of \$333,984.66 (a 3.7% increase over conventional). However, the cost per mile of electricity vs a gas vehicle, while varying with energy costs, is approximately 2-3 times less. This would result in a pay back period of well under 1 year.

Therefore, I write to respectfully request the Honorable Board of Alders authorize the Mayor to accept the 2021 State Diesel Emissions Reduction Act (DERA) Program Grant from the Department of Energy and Environmental Protection (CTDEEP) for the purchase of an Electric Refuse Vehicle as set forth in the proposed Order.

Thank you for your consideration of this matter. If you have any questions, please feel free to contact me at 203-946-8105.



Justin Elicker
Mayor

ENGINEERING DEPARTMENT

City of New Haven
200 Orange Street, Rm 503
New Haven, CT 06510
www.newhavenct.gov



Giovanni Zinn, P.E.
City Engineer

Respectfully submitted,

Giovanni Zinn, PE
City Engineer

mf

c: Regina Rush Kittle, Chief Administrative Officer
Dawn Henning, Engineering Department
file

..title

RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT FUNDING FROM THE CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION (CTDEEP) AND SIGN ANY ASSOCIATED STATE AGREEMENTS, AGREEMENTS WITH CONTRACTORS AND OTHER DOCUMENTS THAT MAY BE DESIRABLE OR NECESSARY, INCLUDING ANY SUBSEQUENT AMENDMENTS TO AGREEMENTS, CONCERNING THE 2021 STATE DIESEL EMISSIONS REDUCTION ACT (DERA) FOR THE PURCHASE OF AN ELECTRIC REFUSE VEHICLE

..body

Whereas, The State of Connecticut Department of Energy and Environmental Protection (CTDEEP) has selected the City of New Haven to receive grant funding under the 2021 State Diesel Emissions Reductions Act for the purchase of an electric refuse vehicle; and,

Whereas, The Connecticut Department of Energy and Environmental Protection (CTDEEP) will administer the funds; and,

Whereas, The project is funded by grant funds which will be administered through the City subject to reimbursement; and,

Whereas, The City of New Haven in conjunction with the State of Connecticut desires to improve air quality in Connecticut by utilizing electric vehicles that will reduce diesel emissions; and,

Whereas, New Haven Residents' health and the environment will benefit from the purchase of said vehicle,

NOW, THEREFORE BE IT RESOLVED, BY THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN THAT THE MAYOR IS AUTHORIZED TO ACCEPT FUNDING FROM THE CONNECTICUT DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION (CTDEEP) AND SIGN ANY ASSOCIATED AGREEMENTS, WITH THE STATE OF CONNECTICUT, CONTRACTORS, SUBSEQUENT AMENDMENTS, AND OTHER DOUCMENTS, ANY OF WHICH MAY INCLUDE INDEMNIFICATION PROVISIONS AND WHICH MAY HAVE A TERM OF LONGER THAN ONE YEAR, THAT THE MAYOR DEEMS NECESSARY OR DESIRABLE, REGARDING THE PURCHASE OF AN ELECTRIC REFUSE VEHICLE USING THE 2021 STATE DIESEL EMISSIONS REDUCTION ACT (DERA) FUNDS

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERMEN

TO (list applicable aldermen/women):

ALL

DATE: **May 16, 2022**

FROM: Department
Person

Engineering

Giovanni Zinn, P.E.

Telephone

946-8105

This is to inform you that the following matter affecting your ward(s) will be submitted to the Board of Aldermen.

Order authorizing the Mayor to accept the 2021 State Diesel Emissions Reduction Act (DERA) Program Grant from the Department of Energy and Environmental Protection (CTDEEP) for the purchase of an Electric Refuse Vehicle

Check one if this an appointment to a commission

Democrat

Republican

Unaffiliated/Independent/Other

INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the alderperson(s) affected by the item.
2. This form must be sent (or delivered) directly to the alderperson(s) **before** it is submitted to the Legislative Services Office for the Board of Aldermen agenda.
3. The date entry must be completed with the date this form was sent the alderperson(s).
4. Copies to: alderperson(s); sponsoring department; attached to submission to Board of Aldermen.

FISCAL IMPACT STATEMENT

DATE: May 16, 2022
FROM (Dept.): Engineering Department
CONTACT: Giovanni Zinn, City Engineer **PHONE** 946-8105

SUBMISSION ITEM (Title of Legislation):

Order authorizing the Mayor to accept the 2021 State Diesel Emissions Reduction Act (DERA) Program Grant from the Department of Energy and Environmental Protection (CTDEEP) for the purchase of an Electric Refuse Vehicle

List Cost: Describe in as much detail as possible both personnel and non-personnel costs; general, capital or special funds; and source of funds currently budgeted for this purpose.

	<u>GENERAL</u>	<u>SPECIAL</u>	<u>BOND</u>	<u>CAPITAL/LINE ITEM/DEPT/ACT/OBJ CODE</u>
A. Personnel				
1. Initial start up				
2. One-time				
3. Annual				
B. Non-personnel				
1. Initial start up				
2. One-time		~238,215.34	~\$333,000	FY21-22 Vehicle Capital
3. Annual		See note		

List Revenues: Will this item result in any revenues for the City? If Yes, please list amount and type.

NO
YES

- 1. One-time 238,215.34
- 2. Annual

Other Comments:

While difficult to quantify accurately into the future as energy prices are volatile, at today's rates the truck will result in 50% to 75% savings in fuel costs per year to run the vehicle. This is approximately \$10k - \$15k. In addition electric vehicles have lower maintenance costs due to simpler mechanicals and regenerative braking.

CHECK LIST FOR ALDERMANIC SUBMISSIONS

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Cover Letter |
| <input checked="" type="checkbox"/> | Resolutions/ Orders/ Ordinances |
| <input checked="" type="checkbox"/> | Prior Notification Form |
| <input checked="" type="checkbox"/> | Fiscal Impact Statement - Should include comprehensive budget |
| <input type="checkbox"/> | Supporting Documentation (if applicable) |
| <input checked="" type="checkbox"/> | Disk or E-mailed Cover letter & Order |

IN ADDITION IF A GRANT:

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Notice of Intent |
| <input checked="" type="checkbox"/> | Grant Summary |
| <input checked="" type="checkbox"/> | Executive Summary (not longer than 5 pages without an explanation) |

Date Submitted: May 5, 2022

Meeting Submitted For: May ¹⁶ 10, 2022

Regular or Suspension Agenda: Regular

Submitted By: Carlos Sosa-Lombardo

Title of Legislation:

**ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN
AUTHORIZING THE MAYOR OF THE CITY OF NEW HAVEN TO SUBMIT AN
APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE
ASSISTANCE, 2022 OFFICE OF JUSTICE PROGRAMS COMMUNITY BASED
VIOLENCE INTERVENTION AND PREVENTION INITIATIVE, IN AN AMOUNT
NOT TO EXCEED \$2,000,000 TO EXPAND AND ENHANCE COMMUNITY
VIOLENCE INTERVENTION AND PREVENTION INITIATIVES AND TO ACCEPT
SUCH FUNDS IF OFFERED AND TO EXECUTE ALL DOCUMENTS AND
CONTRACTS AS NECESSARY.**

Comments: LM-2022-0255

Coordinator's Signature: 

Controller's Signature (if grant): 

Mayor's Office Signature: 

Call 946-7670 with any questions.



Justin Elicker
Mayor

CITY OF NEW HAVEN
COMMUNITY SERVICES ADMINISTRATION
DEPARTMENT OF COMMUNITY RESILIENCE



Carlos Sosa-Lombardo
Acting Director

May 5, 2022

The Honorable Tyisha Walker-Myers
President, Board of Alders
City of New Haven
165 Church Street
New Haven, CT 06510

Dear Alder President Walker-Myers,

In accordance with the Order of the Board of Alders authorizing the Mayor to apply for and accept all grants on behalf of the City of New Haven, passed October 17, 1994, I am writing to respectfully request that the Honorable Board approve the submission of an application by the City of New Haven's Department of Community Resilience to the U.S. Department of Justice, and to accept such funds if offered and to execute all documents and contracts as necessary. The Department would like to apply for \$2,000,000.00 for a three-year grant from the Office of Justice Programs: 2022 Community Based Violence Intervention and Prevention Initiative.

This important grant will help expand and enhance the work conducted by the New Haven Office of Violence Prevention and community partners. Funds will be used to prevent and reduce violent crime in communities by supporting comprehensive, evidence-based violence intervention and prevention programs, including efforts to address gang and gun violence, based on partnerships among community residents, local government agencies, victim service providers, community-based organizations (CBOs), law enforcement, hospitals, researchers, and other community stakeholders.

The details about the use of the funds are still being developed because the grant came to our attention a couple of days ago, and the deadline to submit the grant is June 16, 2022. Thank you for your understanding and for your consideration. Please contact me if you have any further questions.

Sincerely,

Carlos Sosa-Lombardo
Acting Director

NEW HAVEN IT ALL HAPPENS HERE

165 Church Street, 2nd Floor - New Haven, CT 06510
www.newhavenct.gov
(203) 946-7846

..title

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE MAYOR OF THE CITY OF NEW HAVEN TO SUBMIT AN APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, OFFICE OF JUSTICE PROGRAMS, 2022 COMMUNITY BASED VIOLENCE INTERVENTION AND PREVENTION INITIATIVE, IN AN AMOUNT NOT TO EXCEED \$2,000,000 TO EXPAND AND ENHANCE COMMUNITY VIOLENCE INTERVENTION AND PREVENTION INITIATIVES AND TO ACCEPT SUCH FUNDS IF OFFERED AND TO EXECUTE ALL DOCUMENTS AND CONTRACTS AS NECESSARY.

..body

WHEREAS, serious violence, including shootings and stabbings, has been on the rise since the COVID-19 pandemic; and

WHEREAS, it is vital to enhance and expand social services support for our residents who are at the highest risk of perpetrating a shooting; and

WHEREAS, the U.S. Department of Justice, Bureau of Justice Assistance, through the Office of Justice Programs, Community Based Violence Intervention and Prevention Initiative is offering funding to enhance or expand existing programs that seek to prevent and reduce violent crime in communities by supporting comprehensive, evidence-based violence intervention and prevention programs, including efforts to address gang and gun violence, based on partnerships among community residents, local government agencies, victim service providers, community-based organizations (CBOs), law enforcement, hospitals, researchers, and other community stakeholders.

WHEREAS, the Department of Community Resilience seeks to use grant funding to address violence in the City of New Haven; and

NOW, THEREFORE BE IT ORDERED THAT the Board of Alders of the City of New Haven supports efforts to prevent and reduce violence; and

BE IT FURTHER ORDERED THAT the Board of Alders of the City of New Haven recognizes that violence interruption and prevention is essential to promote community well-being and increase public safety; and

BE IT FURTHER ORDERED THAT the Board of Alders of the City of New Haven authorizes the Mayor of the City of New Haven to apply for funds offered by the Bureau Of Justice Assistance, Office Of Justice Programs, 2022 Community Based Violence Intervention And Prevention Initiatives, in an amount not to exceed \$2,000,000.00 and to accept such funds, if offered, and to execute all documents and contracts as necessary.

PRIOR NOTIFICATION FORM

NOTICE OF MATTER TO BE SUBMITTED TO THE BOARD OF ALDERS

TO (list applicable aldermen/women): ALL

WARD #

DATE: **May 5, 2022**

FROM: Department/Office Community Resilience
Person Carlos Sosa-Lombardo Telephone 203-946-7846

This is to inform you that the following matter affecting your ward(s) will be submitted to the Board of Aldermen in the near future:

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN
AUTHORIZING THE MAYOR OF THE CITY OF NEW HAVEN TO SUBMIT AN
APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE
ASSISTANCE, 2022 OFFICE OF JUSTICE PROGRAMS COMMUNITY BASED
VIOLENCE INTERVENTION AND PREVENTION INITIATIVE, IN AN AMOUNT
NOT TO EXCEED \$2,000,000 TO EXPAND AND ENHANCE COMMUNITY
VIOLENCE INTERVENTION AND PREVENTION INTIATIVES AND TO ACCEPT
SUCH FUNDS IF OFFERED AND TO EXECUTE ALL DOCUMENTS AND
CONTRACTS AS NECESSARY.

Check one if this an appointment to a commission

Democrat

Republican

Unaffiliated/Independent/Other _____

INSTRUCTIONS TO DEPARTMENTS

1. Departments are responsible for sending this form to the alderperson(s) affected by the item.
2. This form must be sent (or delivered) directly to the alderperson(s) **before** it is submitted to the Legislative Services Office for the Board of Aldermen agenda.
3. The date entry must be completed with the date this form was sent the alderperson(s).
4. Copies to: alderperson(s); sponsoring department; attached to submission to the Board of Aldermen.

FISCAL IMPACT STATEMENT

DATE: May 5, 2022
FROM (Dept.): Community Resilience
CONTACT: Carlos Sosa-Lombardo PHONE 203-946-7846

SUBMISSION ITEM (Title of Legislation):

ORDER OF THE BOARD OF ALDERS OF THE CITY OF NEW HAVEN AUTHORIZING THE MAYOR OF THE CITY OF NEW HAVEN TO SUBMIT AN APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, OFFICE OF JUSTICE PROGRAMS, 2022 COMMUNITY BASED VIOLENCE INTERVENTION AND PREVENTION INITIATIVE, IN AN AMOUNT NOT TO EXCEED \$2,000,000 TO EXPAND AND ENHANCE COMMUNITY VIOLENCE INTERVENTION AND PREVENTION INITIATIVES AND TO ACCEPT SUCH FUNDS IF OFFERED AND TO EXECUTE ALL DOCUMENTS AND CONTRACTS AS NECESSARY.

List Cost: Describe in as much detail as possible both personnel and non-personnel costs; general, capital or special funds; and source of funds currently budgeted for this purpose.

	GENERAL	SPECIAL	CAPITAL/LINE ITEM/DEPT/ACT/OBJ CODE
A. Personnel			
1. Initial start up			
2. One-time			
3. Annual		To be determined	
B. Non-personnel			
1. Initial start up			
2. One-time			
3. Annual		To be determined	

List Revenues: Will this item result in any revenues for the City? If Yes, please list amount and type.

NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>

- 1. One-time \$2,000,000
- 2. Annual

Other Comments: The budget details are under development.

NOTICE OF INTENT

NOTIFICATION TO THE BOARD OF ALDERS REGARDING PROPOSED GRANT AND CONTRACT APPLICATIONS TO BE MADE BY THE CITY OF NEW HAVEN DURING THE PERIOD: FY 22-23/FY 23-24/FY 24-25. September 1, 2022 through August 31, 2024.

PROGRAM NAME: FY 22 Office of Justice Programs Community Based Violence Intervention and Prevention Initiative

New Continuation Modification

FUNDING LEVEL AVAILABLE TO PROJECT: \$2,000,000

FUNDING SOURCE: U.S. Department of Justice, Bureau of Justice Assistance

PURPOSE OF PROGRAM: To enhance or expand violence interruption and prevention initiatives

BRIEF SUMMARY OF CITY'S PROPOSAL: New Haven Police Department proposes to use funds for evidence-based violence interruption and prevention initiatives.

MATCH REQUIREMENT FROM GENERAL FUND (if any): \$0

PROPOSED SOURCE OF MATCH: NA

ALLOWABLE INDIRECT COST: NA

NAME OF DEPARTMENT SUBMITTING APPLICATION: Community Resilience

NAME OF CONTACT PERSON: Carlos Sosa-Lombardo

DATE: May 5, 2022

GRANT SUMMARY

Grant Title:	FY 22 Office of Justice Programs Community Based Violence Intervention and Prevention Initiative
MUNIS #:	
City Department:	Community Resilience
City Contact Person & Phone:	Carlos Sosa-Lombardo, 203-946-7846
Funding Level:	\$2,000,0000
Funding Period:	October 1, 2022 to September 30, 2025
Funding Source:	US Department of Justice
Funding Source Contact Person & Phone	Bureau of Justice Assistance 1-800-851-3420
Purpose of Program:	To expand or enhance violence intervention and prevention.
Personnel (salary):	To be determined
Personnel (Worker's Comp):	\$
Personnel (Med. Benefit):	\$
Non-Personnel (total):	To be determined
Non-Personnel (M & U):	\$
New or Renewal?	New
Limits on spending (e.g., Admin. Cap)?	NA
Reporting requirements: Fiscal	Award recipients typically must submit quarterly financial reports, semi-annual performance reports, final financial and performance reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.
Reporting requirements: Programmatic	Award recipients typically must submit quarterly financial reports, semi-annual performance reports, final financial and performance reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.
Due date of first report:	December 2022
Audit Requirements:	if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

EXECUTIVE SUMMARY

US Department of Justice: FY 22 Office of Justice Programs Community Based Violence Intervention and Prevention Initiative

New Haven Department of Community Resilience

May 5, 2022

Funding request: \$2,000,000.00 for three years

The New Haven Department of Community Resilience seeks funding from the U.S. Department of Justice to expand or enhance community violence intervention and prevention initiatives.

Funds will be used to:

- Support comprehensive, evidence-based violence intervention and prevention programs, including efforts to address gang and gun violence, based on partnerships among community residents, local government agencies, victim service providers, community-based organizations (CBOs), law enforcement, hospitals, researchers, and other community stakeholders.
- Further integrate public safety, public health, and social justice by engaging stakeholders and multidisciplinary partners from the public, private, and community sectors to prevent and reduce violence, address collective trauma, strengthen community resilience, and build social capital.

Community violence intervention (CVI) is an approach that uses evidence-informed strategies to reduce violence through tailored, community-centered initiatives. These multidisciplinary strategies engage individuals and groups to prevent and disrupt cycles of violence and retaliation and establish relationships between individuals and community assets to deliver services that save lives, address trauma, provide opportunity, and improve the physical, social, and economic conditions that drive violence.

May 9, 2022

To: Board of Alders

From: Donald Hayden, Tax Abatement Committee Staff

Grady and Gloria Jones have submitted a petition to the Board of Alders for abatement (deferral of collection) of taxes due on her residence Grand Lists of 2019 and 2020.

ORDER ABATING (DEFERRING COLLECTION OF) REAL PROPERTY TAXES DUE FROM GRADY AND GLORIA JONES ON THEIR RESIDENCE GRAND LISTS OF 2019 AND 2020.

ORDERED by the New Haven Board of Aldermen, acting pursuant to Section 12-124 of the Connecticut General Statutes, Revision of 1958 as amended, and Section 52 of the Charter of the City of New Haven, that the real property taxes laid for the Grand Lists of October 1, 2019 and October 1, 2020 (the "Taxes"), on the premises known as 374 Huntington Street (the "Property"), which premises are the sole residence of Grady and Gloria Jones (the "Taxpayer"), be and hereby are abated (by which it is meant that collection of such Taxes shall be deferred) because said person is poor and unable to pay the same, provided that the following conditions shall be satisfied:

1. The Taxpayer shall execute an agreement with the City, approved by Corporation Counsel as to form and correctness, to pay the Taxes as specified in paragraph 4 hereinafter (the "Agreement"). The Taxes include the tax levied pursuant to law on the Property for the Grand Lists of October 1, 2019 and October 1, 2020 as that tax may be reduced by any tax credits or exemptions administered by the Assessor or Tax Collector pursuant to State law ("the Tax Principal"), plus the \$24.00 lien fee associated with the recording noted in paragraph 3 hereinafter.
2. The Agreement shall be in the form and manner required for the transfer of an interest in real property. It shall contain a legal description of the Property, shall be recorded in the New Haven Land Records, shall constitute a lien on said Property, and shall remain valid until paid.
3. The Tax Collector, acting pursuant to Chapter 205 of the statutes, shall cause to be recorded in the New Haven Land Records a certificate continuing the municipal tax lien, created by Section 12-172 of the statutes, with respect to the tax levied on the Property for the Grand Lists of October 1, 2019 and October 1, 2020.
4. The Taxes, plus any legal fees, shall be due and payable in full upon the earliest of the death of the Taxpayer, or when the Taxpayer no longer resides at the Property, or upon the sale or transfer of title to the Property, whether voluntarily or involuntarily or by operation of law. Interest shall accrue at the rate of six percent per annum (one-half percent per month) on the Tax Principal specified in paragraph 1 from the due date of each installment thereof. Any interest which may have accrued in excess of such rate prior to the execution and recording of the Agreement shall be abated (eliminated). The municipal tax lien and the lien created by the Agreement shall be released by the Tax Collector when the Taxes secured thereby have been paid.
5. The Agreement, properly executed by the Taxpayer, shall be returned by the Taxpayer to the Office of Legislative Services for final review by Corporation Counsel, execution by the Mayor, and recording in the New Haven Land Records.

From: [Albert Lucas](#)
To: [Billie Jo Wilson](#)
Subject: FW: Booker T. Washington request for tax abatement will also be a communication
Date: Wednesday, May 11, 2022 12:27:01 PM

From: Alexzander Pullen <apullen@newhavenct.gov>
Sent: Wednesday, May 11, 2022 12:21 PM
To: John Taylor <john.taylor@btwacs.org>
Cc: Albert Lucas <alucas@newhavenct.gov>
Subject: RE: Booker T. Washington

Hey Al,

This gentleman is looking to get onto the Tax Abatement Committee Agenda.

Thanks,

Alex

From: John Taylor <john.taylor@btwacs.org>
Sent: Tuesday, May 10, 2022 6:23 PM
To: Alexzander Pullen <apullen@newhavenct.gov>
Subject: Re: Booker T. Washington

Please be cautious

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Can you provide Mr. Lucas' contact information? He wasn't cc-ed.

Respectfully,

John A. Taylor Jr.
Executive Director
Booker T. Washington Academy
School of Distinction (High Performing) 2016-2017
475-202-2814 (cell)

Not everything that is faced can be changed, but nothing can be changed until it is faced. James Baldwin

To stay up to date with what is going on at BTWA, please follow us on our on-line platforms.

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Error! Filename not specified.

On Mon, May 9, 2022 at 3:20 PM Alexzander Pullen <apullen@newhavenct.gov> wrote:

Mr. Taylor,

Title I, Section 4, Article 6 of the New Haven Code of Ordinances governs the Tax Abatement committee. Each town operates differently based on its local ordinance, though the ultimate power to permit such committees to be formed comes from the state. A Church or house of worship is exempt, as is a Church/parish school. A Church which rents to a school would not be exempt as New Haven has no local ordinance to do so. I do not know what the policy is in Hamden.

To plead your hardship case to the Tax Abatement Committee, you would simply email Al Lucas (CC'd) so that you can be placed on the next agenda.

Alex Pullen, CCMA, MBA

Acting City Assessor

From: John Taylor <john.taylor@btwacs.org>
Sent: Thursday, May 5, 2022 5:24 PM
To: Alexzander Pullen <apullen@newhavenct.gov>
Cc: Justin Elicker <JElicker@newhavenct.gov>
Subject: Re: Booker T. Washington

Please be cautious

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Alex-

The tax abatement committee is specific to New Haven, correct? I see that other cities have their own. Or is this a state committee?

Please advise.

We have a situation that is similar in Hamden- renting a school building from a church for our middle school- and the city does not tax the church. The previous Mayor promised us when we

were negotiating to lease there that at minimum, Hamden would negotiate a payment in lieu of tax arrangement with the church if the issue came up. Fortunately, to date, no issue has arisen. We were hoping to craft a similar arrangement in New Haven. 205k annual in taxes for a school, which by the way is already underfunded by the state and does not receive any facility or maintenance funding from the state, is a significant hardship. We've reached a tipping point where we cannot balance our budget for next school year unless we can get some relief here.

Any help you can provide in getting a meeting with the tax abatement committee would be appreciated.

Respectfully,

John A. Taylor Jr.
Executive Director
Booker T. Washington Academy
School of Distinction (High Performing) 2016-2017
475-202-2814 (cell)

Not everything that is faced can be changed, but nothing can be changed until it is faced.
James Baldwin

To stay up to date with what is going on at BTWA, please follow us on our on-line platforms.

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On Thu, May 5, 2022 at 3:57 PM Alexzander Pullen <apullen@newhavenct.gov> wrote:

All,

This is an issue that was arisen in the past and which I have discussed with Al Lucas in Legislative services as the best course of action may be an appeal to the Tax Abatement committee.

The situation is as such:

1. St. Stanislaus owns a building which would be exempt if it were being used as a church, however, it is not being used as such.

2. A church is exempt by statute but only as long as it's being used as a church. When this building was leased to the Board of Ed., it became taxable. CT General Statutes state that if an exempt organization is leasing property to someone else, even if they are exempt, that property becomes taxable.
3. St. Stanislaus is now leasing to Booker T Washington, a charter school, who does not own the building and is only leasing space, putting them in essentially the same position as the BOE.
4. State Statute only allows property leased to an exempt organization to be exempted if a municipality passes an ordinance to do so. New Haven doesn't have this ordinance, and if we did , it would probably be very costly. The only ordinance that exists concerns the sale and acquisition of property between two non-taxable parties.

As was communicated earlier to Al Lucas, St. Stanislaus or the Booker T. Washington Charter School (depending on who is responsible for the taxes as dictated by their lease) needs to talk to the Tax abatement committee and try to get on the agenda. From the tone of previous emails it sounds as though this is a hardship case, which is the exact domain of the Tax Abatement Committee.

Alex Pullen, CCMA, MBA
Acting City Assessor

From: Justin Elicker <JElicker@newhavenct.gov>
Sent: Thursday, May 5, 2022 3:39 PM
To: Alexzander Pullen <apullen@newhavenct.gov>
Cc: john.taylor@btwacs.org
Subject: Booker T. Washington

Hi Alex,

John reached out to me about taxes that are paid on the St. Stan's building on State Street. Given that both the church and Booker T. are non-profits, are they still required to pay taxes? John is cced if you have questions. Thanks Alex.

Justin