

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 13, 2022

SUBJECT: Option Agreement for Development of K of C, 143 Percival Avenue, for Affordable Senior Housing

Summary of Agenda Item:

As previous reported at Town Council meetings, the Berlin Housing Authority is continuing to pursue funding to move forward with affordable senior housing at 143 Percival Avenue. To provide additional time for the Housing Authority to secure funding commitments, the Authority requests that the option period for purchase of the property be extended from an end date of June 30, 2022, to a new end date of September 30, 2022.

The Town's agreement to sell the 143 Percival Avenue property to the Housing Authority has contingencies including:

(a) The Berlin Housing Authority furnishing the Town with evidence, in a form satisfactory to the Town, that the Berlin Housing Authority has a firm commitment (subject to customary lending conditions) for construction loan financing for the Redevelopment Project in an amount sufficient, together with equity commitments, to complete the Redevelopment Project ...;

(b) The Berlin Housing Authority furnishing the Town with evidence, in a form satisfactory to the Town, that the Berlin Housing Authority has a firm commitment of equity funds for construction financing for the Redevelopment Project in an amount sufficient, together with construction loan financing commitments, to complete the Redevelopment Project ...

(c) Town's obligation to sell Premises to Berlin Housing Authority is conditioned on Berlin Housing Authority entering deed restrictions to limit the use of the Premises for a period not less than 40 years to not more than 50 units of residential housing for low-income senior citizens with incomes less than 50% of the area median income and meeting all other criteria to qualifying the units as affordable housing under section 8-30g of the Connecticut General Statutes.

(d) Town's obligation to sell the Premises to the Berlin Housing Authority shall be contingent on a deed restriction that prevents the Berlin Housing Authority from transferring the Premises to a third party.

(f)The obligation of the Town to complete the purchase transaction provided for in the Agreement is subject to the Berlin Housing Authority obtaining regulatory approvals.

In May, the Housing Authority reported to the Town Council that it had received approval of a \$34 million term note (attached) to provide construction financing for the project. The note is to Northeast Development Services, the Housing Authority's "Developer" on this project and working on behalf of the Berlin Housing Authority. The term loan is signed by Robert Cappelletti as Executive Director of both Greater Groton Realty Corporation and Northeast Redevelopment Services, LLC.

In May, Chairman of the Housing Authority indicated that the Housing Authority was in the process of retaining the services of Pullman Comley to represent the legal interests of the Berlin Housing Authority and its wholly owned non-profit subsidiary, Berlin Affordable Housing, Inc. For purposes of the tax credit financing, it was indicated that the Housing Authority was required to establish this subsidiary.

In response to the information provided the Town Manager requested that the Housing Authority provide additional information to document the construction loan commitment as follows:

- A commitment letter, setting forth the conditions to be satisfied precedent to a closing;
- A term sheet;
- A proposed loan agreement;
- The contracts/agreements between BHA and the third parties involved;
- The pro forma provided to the prospective lender;
- The contract with and construction cost estimate from the contractor.

In addition, with respect to the brownfields grant for the demolition of the existing building at 143 Percival Avenue, the Town Manager requested a summary of the organization and activities of the Berlin Housing Authority that the Department of Economic and Community Development has requested so that it can finalize its grant proposal to the Town.

On June 7, the Housing Authority provided a partial response to the information requested by the Town Manager, including a pro-forma for the project (attached). This pro forma is now being reviewed. It was indicated that the Housing Authority is working on putting together a package with the other items the Town Manager requested. It was indicated that they do not have a contract with a contractor to build the project and probably won't until the Brownfields project is underway, but that it has a construction cost estimate for the project provided by Enterprise Builders. The Housing Authority expects to go out to bid for the project, after it has title to the property, ground lease, and final special permit approvals. Note that the ground lease is for the portion of the property outside the development footprint that is subject to a Conservation Easement to the State of Connecticut and that an application to the Planning and Zoning Commission will be required to modify the project's special permit to conform to the updated project plan.

The Housing Authority has indicated that it expects to increase the unit count to 51 or 52 units and that it will request that the option be modified to allow this change. Also, when the option is being amended with respect to unit counts, it will request that the option be changed to allow the transfer of title to its wholly owned non-profit subsidiary, Berlin Affordable Housing, Inc.

Action Needed:

Move to authorize the Town Manager to extend the option agreement between the Town and the Berlin Housing Authority from an end date of June 30, 2022, to a new end date of September 30, 2022.

Attachments:

Term Loan Commitment
Project Pro Forma

Prepared By:

Jim Mahoney, Economic Development Coordinator
Chris Edge, Economic Development Director

CE



Caltech Trading North America, LLC

COMMERCIAL TERM NOTE

Stamford, Connecticut

\$34,000,000.00 Berlin Senior Housing Development

April 18, 2022

For value received, the undersigned maker(s) (hereinafter referred to as "**Borrower**", which term means individually, collectively, and interchangeably any, each and/or all of them), jointly, severally, and solitarily, promises to pay to the order of **CALTECH TRADING NORTH AMERICA, LLC ("Lender")**, with an office located at 90 Stamford Avenue, Stamford, CT 06902, the sum of **\$34,000,000.00** together with interest thereon, in accordance with the terms set forth in this Commercial Note ("**Note**") for the construction of the Berlin Housing Authority Senior Housing Development known as the Knights of Columbus Senior Housing Project.

REPAYMENT:

Principal and accrued interest shall be due and payable in **216** equal consecutive payments in the amount of **\$239,031.51**, to be applied first to interest and the remainder to principal, beginning on the date that is 730 days after funds are advanced to Borrower and on the same day in each month thereafter for 216 months (the "**Maturity Date**"), on which date the entire unpaid balance of principal and accrued interest shall be due and payable in full; provided, however, that if this Note bears interest at a variable rate and the interest rate payable pursuant to this Note shall have increased or decreased as a result of a change in such variable rate, Lender may, at its option and in its discretion, increase or decrease the amount of Borrower's periodic payments due hereunder to ensure that the principal scheduled to be amortized over the term of this Note is fully amortized. In recognition of the Borrowers request for a **START UP PERIOD**, an interest only payment period will be honored and will be due on the first day of each month beginning on the date that is 31 days after funds are advanced. Interest only payments are due only during and for the 730 days **START UP PERIOD** in 24 equally consecutive payments in the amount of **\$81,624.10**.

Unless sooner declared due and payable in accordance with the provisions of this Note, on the Maturity Date, all outstanding principal, interest, fees, costs and expenses owing by Borrower to Lender shall be due and payable in full without notice or demand.

INTEREST:

Fixed Rate. Interest shall accrue on the unpaid principal balance at the rate of **five percent (5.0%)** per annum, fixed.

Default Rate. After maturity, whether that maturity results from acceleration or otherwise, interest shall, to the extent permitted by applicable law, accrue at the Default Rate. [Additionally, upon the occurrence of any Event of Default hereunder other than a delinquent payment (and from and after the date of such occurrence), interest shall, to the extent permitted by applicable law, accrue at the Default Rate. The Default Rate shall be the maximum rate authorized by applicable law, and if applicable law establishes no maximum rate, then eighteen percent (18.0%) per annum.

All interest shall be computed on the basis of the actual number of days elapsed over a year composed of 360 days. Interest shall accrue from the first date that funds are advanced to Borrower until all sums due hereunder are paid in full.

Notwithstanding the foregoing, under no circumstances will the effective rate of interest on this Note exceed the maximum rate permissible under applicable law. To the extent federal law permits to contract for, charge or receive a greater amount of interest, Lender reserves the right to rely on federal law for the purpose of determining the maximum rate. It is the intention of Borrower and Lender to conform strictly to any applicable usury laws. The aggregate of all consideration which constitutes interest under applicable law that is contracted for, charged or received under this Note shall under no circumstances exceed the maximum amount of interest allowed by applicable law, and any excess shall be credited to the principal balance on this Note or, if this Note shall have been paid in full, refunded to Borrower.

All payments to be made by the Borrower to Lender under or pursuant to this Note shall be in immediately available United States currency, without setoff or counterclaim, and in the event that any payments submitted hereunder are in funds not available until collected, said payments shall continue to bear interest until collected.

PREPAYMENT/EXIT FEE. Borrower may not prepay the Loan within 365 days of the date of this Note. Borrower may thereafter prepay the Loan provided Borrower gives Lender written notice of Borrower's intent to fully prepay the Loan ninety (90) days in advance of such prepayment. Except as provided in the immediately preceding sentence, in the event of prepayment in full, Borrower shall redeem the Loan at the time of prepayment at 101% of the outstanding principal balance of the Loan ("*Par Value*") at the time of prepayment plus any unpaid accrued interest. The note may be redeemed at Par within three months of maturity date.

LATE PAYMENT AND NSF CHARGES. In the event any installment payment of principal and/or interest is more than ten (10) days past due, Borrower promises to pay, in addition to the amount otherwise due hereunder, a delinquency charge of 5.00% of the unpaid portion of the regularly schedule payment, but not more than \$1,000.00. In the event that any payment under this Note by check or preauthorized charge is later dishonored or returned to Lender unpaid due to insufficient funds, Borrower agrees to pay Lender an additional NSF check charge equal to \$100.00.

BALANCE OWING: The amount from time to time outstanding under this Note and each payment on this Note shall be evidenced by entries in Lender's internal records, which shall be conclusive evidence absent manifest error of (a) the amount of principal and interest owing on this Note from time to time; (b) the amount of each advance made to Borrower under this Note; and (c) the amount of each principal and/or interest payment received by Lender on this Note. The failure of Lender to make an accurate entry of advances and payments shall not limit or otherwise affect the obligation of Borrower to repay funds actually advanced by Lender hereunder. Any loan or advance shall be conclusively presumed to have been made under the terms of this Note to or for the benefit of Borrower when made in accordance with such requests and directions, or when made pursuant to the terms of any written agreement executed in connection herewith between Borrower and Lender, or when said advances are deposited to the credit of the account of Borrower with Lender regardless of the fact that persons other than those authorized hereunder may have authority to draw against such account, or when applied as a payment of principal and/or interest to another obligation of Borrower to Lender.

OBLIGORS: Any or each party to this Note (including each maker and endorser) and any or each surety and guarantor of this Note bound under separate instrument or agreement are hereinafter referred to jointly and severally as "*Obligor*."

SECURITY AND SET-OFF: In order to secure the repayment of the indebtedness evidenced by this Note, including, without limitation, future advances, interest, attorneys' fees, expenses of collection and costs, as well as the payment and performance of any and all other liabilities or obligations of any Borrower to Lender, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter arising, and including, but not limited to, all agreements with respect to any swap, forward, future, or derivative transaction or option or similar agreement involving, or settled by reference to, one or more interest rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value (collectively, the "*Obligations*"), Borrower hereby pledges to Lender, and grants to Lender a continuing lien and security interest in and a right of set-off and compensation against, all property of Borrower, including any such property Borrower holds jointly with someone else, that is now or hereafter on deposit with, in the possession of, under the control of or held by Lender or any financial institution affiliate of the Lender, including, without limitation, all cash, deposit accounts, funds on deposit, stocks, bonds, treasury obligations and other securities, investment property, financial assets, securities accounts, notes, documents, instruments, certificates of deposit, items, chattel paper, and other property (except IRA, pension, other tax-deferred retirement accounts and any accounts or property held in a trust or fiduciary capacity for which setoff would be prohibited by law), together with all property added to or substituted for any of the foregoing, and all interest, dividends, income, fruits, accessions and proceeds of any of the foregoing. The terms "chattel paper," "deposit accounts," "documents," "items," "instruments," "investment property," "securities accounts," "financial assets" and "proceeds" shall have the meaning provided in the Uniform Commercial Code. Each Obligor releases Lender from any obligation with respect to the collateral including any obligation to collect any proceeds of or preserve any of Obligor's rights, including, without limitation, rights against prior parties, in any collateral in which Lender possesses a security interest. Any responsibility of Lender with respect to any collateral in which Lender possesses a security interest, whether arising contractually or as a matter of law, is hereby expressly waived.

EVALUATIONS: Borrower represents and warrants that the indebtedness evidenced by this Note was contracted for by Borrower at Borrower's request based upon Borrower's own independent determination of need. Borrower and each other Obligor understand and agree that any appraisals or evaluations made by or for the Lender of the financial condition of any person or the value of any property were made solely for the Lender's benefit and Lender in no way has represented or warranted the financial condition of any person or the value of any property in making or obtaining said appraisals or evaluations or in extending credit to Borrower or any other Obligor. Borrower and each other Obligor understand and agree that they have no right to rely on Lender's appraisals or evaluations in assuming this debt and executing this instrument and that their obligation to pay the debt represented by this Note is independent of any such appraisals or evaluations.

RENEWAL: If an earlier note of Borrower to Lender is renewed at the time of execution hereof, then this Note constitutes an extension, but not a novation, of the amount of the unpaid and continuing indebtedness, and all rights held by Lender under the earlier note shall continue in full force and effect.

FINANCIAL INFORMATION: Borrower shall, and shall cause each other Obligor to, promptly provide to Lender true and correct current financial statements and such other information regarding the financial condition, business and properties of each Obligor as Lender may request from time to time, all in form, substance and detail satisfactory to the Lender. The financial statements shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies of which the Obligor is the majority owner and (ii) any entities of which the Obligor is not the majority owner, but for which Obligor is directly or contingently liable on debts or obligations of any kind incurred by those entities. All

financial statements or records submitted to Lender via electronic means, including, without limitation by facsimile, open internet communications or other telephonic or electronic methods, including, without limitation, documents in Tagged Image Format Files ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect and the parties waive any rights they may have to object to such treatment. The Lender may rely on all such records in good faith as complete and accurate records produced or maintained by or on behalf of the party submitting such records.

DEFAULT: If any of the following events shall occur (each such event being referred to herein as an "*Event of Default*"): (a) the non-payment of any principal or interest on this Note or any other Obligation on the date when due; (b) the death, dissolution, liquidation or insolvency of any Obligor; (c) the filing by or against any Obligor of a proceeding under the U.S. Bankruptcy Code; (d) the application for appointment of a receiver for, the making of a general assignment for the benefit of creditors of, or the filing of any proceeding seeking any other relief afforded debtors or affecting rights of creditors generally under the laws of any jurisdiction by or against any Obligor; (e) the default by any Obligor in the payment or performance of (i) any obligation under this Note or under any deed of trust, mortgage, security agreement or any other document securing payment of this Note, or (ii) any obligation under any other note or under any other agreement of any Obligor with or in favor of Lender; (f) any judgment, garnishment, seizure, tax lien or levy against any assets of any Obligor; (g) any material adverse change in the financial condition of any Obligor, or any material discrepancy between the financial statements submitted by any Obligor and the actual financial condition of any Obligor; (h) any statement, warranty, or representation made by any Obligor to Lender proves to be untrue in any material respect; (i) any default by any Obligor in the payment or performance of any material liabilities, indebtedness or obligations to any other creditor; (j) any merger, consolidation or change in any Obligor's type or form of organizational structure without the prior written consent of Lender; or (k) any discontinuance or termination of any guaranty of all or any portion of this Note by any Obligor or any attempt by any Obligor to do so; then, at the option of Lender, the full amount of this Note and all other obligations and liabilities, direct or contingent, of any Obligor to Lender shall be immediately due and payable without notice or demand.

REMEDIES: Lender shall have the remedies of a secured party under the Uniform Commercial Code. In addition to any and all other remedies which may be available to it, all of which shall be cumulative and may be pursued singly, successively or together against any Obligor and/or any security given at any time to secure the payment hereof, all at the sole discretion of Lender. Failure on the part of Lender to exercise any right described herein or in such other documents shall not constitute a waiver of such right or preclude Lender's subsequent exercise thereof. If any notice of sale or other intended disposition of the collateral is required by law to be given, Borrower hereby agrees that a notice sent in compliance with applicable law or if applicable law does not define the required notice period, then at least ten (10) days prior to such action shall constitute reasonable notice to Borrower. If the proceeds of any collateral securing this Note disposed of by Lender are insufficient to pay this Note in full, Obligor shall remain fully obligated for any deficiency.

FEES AND EXPENSES: Obligor agrees to pay on demand all charges, fees, costs and/or taxes levied or assessed against Lender in connection with this Note or any collateral securing this Note, together with all reasonable attorneys and paralegals' fees and expenses, and all other costs and expenses incurred by Lender in connection with the preparation, enforcement (including, without limitation, in bankruptcy, probate or administration proceeding or otherwise), workout, restructuring or collection of this Note, whether or not suit is filed, including such fees incurred in bankruptcy proceedings, at state and/or federal trial and appellate court levels, together with all other costs and expenses that may be incurred by Lender in connection with the enforcement of this Note or the preservation or enforcement of any of Lender's rights or interests with respect to any collateral securing this Note.

WAIVER: The Borrower waive(s), on behalf of itself and each Obligor, presentment, demand, protest, notice of dishonor, notice of demand or intent to demand, notice of acceleration or intent to accelerate, and all other notices, and agree(s) that no extension or indulgence to the undersigned (or any of them) or release, substitution or nonenforcement of any security, or release or substitution of any of the undersigned, any guarantor or any other party, whether with or without notice, shall affect the obligations of any of the undersigned. The undersigned waive(s) all defenses or right to discharge available under applicable law and waive(s) all other suretyship defenses or right to discharge and waives any right to receive notice of interest rate changes.

Each Obligor also agrees Lender may, one or more times, in its sole discretion, without releasing or affecting any of its rights and without notice to or the consent of such Obligor, take any one or more of the following actions: (a) release, renew, extend or modify the obligations of Borrower or any other Obligor; (b) release, exchange, modify, or surrender in whole or in part Lender's rights with respect to any collateral for this Note; (c) with the consent of Borrower, modify or alter the term, interest rate or due date of any payment of this Note; (d) grant any postponements, compromises, indulgences, waivers, surrenders or discharges or modify the terms of its agreements with Borrower or any other Obligor; (e) change its manner of doing business with Borrower or any other Obligor or person; or (f) impute payments or proceeds of any collateral furnished by any Obligor, in whole or in part to any costs, interest, or principal due on this Note, or to any other obligation of any Obligor to Lender, or in the event of a third party claim thereto retain the payments or proceeds as collateral for this Note without applying same toward payment of this Note, and each Obligor hereby expressly waives any claims or defenses arising from any such actions.

COMMERCIAL USE: Borrower warrants and represents to Lender and all other holders of this Note that all loans evidenced by this Note are and will be for business, commercial, or other similar purpose and not primarily for personal, family, or household purposes.

SALE/ASSIGNMENT: The Borrower acknowledge(s) that the Lender has the right to sell, assign, transfer, negotiate, or grant participations in all or any part of this Note and any related obligations, including, without limit, this Note, without notice to the

undersigned and that the Lender may disclose any documents and information which the Lender now has or later acquires relating to the undersigned or to any collateral or to any Obligor or this Note in connection with such sale, assignment, transfer, negotiation, or grant. The Borrower agree(s) that the Lender may provide information relating to this Note or relating to the undersigned to the Lender's parent, affiliates, subsidiaries and service providers.

GOVERNING LAW, JURISDICTION AND VENUE: THIS NOTE IS MADE AND DELIVERED IN THE STATE OF FLORIDA AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS THEREOF WITHOUT REFERENCE TO THE CONFLICTS OF LAW PRINCIPLES THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. BORROWER AND EACH OTHER OBLIGOR PARTY TO THIS NOTE HEREBY IRREVOCABLY SUBMITS AND CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT IN FLORIDA LOCATED IN THE SAME JUDICIAL DISTRICT AS THE OFFICE OF LENDER SPECIFIED IN THE FIRST PARAGRAPH OF THIS NOTE AND AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS NOTE SHALL BE LITIGATED ONLY IN ONE OF THE FOREGOING DESCRIBED COURTS. BORROWER AND EACH OTHER OBLIGOR PARTY TO THIS NOTE, FOR THEMSELVES, AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ITS ASSIGNS, AND FOR ANY PERSON CLAIMING UNDER OR THROUGH ANY OF THEM, HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS TO HAVE THE JURISDICTION AND VENUE OF ANY LITIGATION ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS NOTE IN ANY OTHER COURT, AND HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS TO REMOVE THIS ACTION TO, OR TO TRANSFER, DISMISS, OR CHANGE VENUE TO, ANY OTHER COURT. BORROWER AND EACH OTHER OBLIGOR PARTY TO THIS NOTE FURTHER ACKNOWLEDGES AND AGREES THAT NEITHER LENDER NOR ANY PERSON ACTING ON BEHALF OF LENDER HAS IN ANY WAY AGREED WITH OR REPRESENTED TO BORROWER OR SUCH OBLIGOR THAT THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN WAIVED OR WILL NOT BE FULLY ENFORCED BY LENDER.

WAIVER OF JURY TRIAL. BORROWER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS BORROWER MAY HAVE TO TRIAL BY JURY IN ANY LEGAL PROCEEDING BASED ON, ARISING OUT OF, OR IN ANY WAY RELATED TO: THIS NOTE; THE OBLIGATIONS; ANY NOTES, LOAN AGREEMENTS, OR ANY OTHER LOAN DOCUMENT OR AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH ANY OF THE OBLIGATIONS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. THIS JURY WAIVER ALSO APPLIES TO ANY CLAIM, COUNTERCLAIM, CAUSE OF ACTION OR DEMAND ARISING FROM OR RELATED TO (I) ANY COURSE OF CONDUCT, COURSE OF DEALING, OR RELATIONSHIP OF BORROWER, ANY OBLIGOR, OR ANY OTHER PERSON WITH LENDER OR ANY EMPLOYEE, OFFICER, DIRECTOR OR ASSIGNEE OF LENDER IN CONNECTION WITH THE OBLIGATIONS; OR (II) ANY STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON BY OR ON BEHALF OF LENDER TO BORROWER, ANY OBLIGOR, OR ANY OTHER PERSON IN CONNECTION WITH THE OBLIGATIONS, REGARDLESS OF WHETHER SUCH CAUSE OF ACTION ARISES BY CONTRACT, TORT OR OTHERWISE. BORROWER HEREBY ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE LENDER IN EXTENDING CREDIT TO THE BORROWER, THAT THE LENDER WOULD NOT HAVE EXTENDED SUCH CREDIT WITHOUT THIS JURY TRIAL WAIVER, AND THAT BORROWER HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER. BORROWER FURTHER CERTIFIES THAT NO PERSON HAS REPRESENTED TO IT, EXPRESSLY OR OTHERWISE, THAT LENDER OR ANY OTHER PERSON WOULD NOT, IN THE EVENT OF A LEGAL PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER.

MISCELLANEOUS: The provisions of this Note may not be waived or modified except in writing, signed by Lender. Failure of Lender to exercise rights, remedies or options Lender may have upon the happening of one or more of the events giving rise to such rights, remedies or options shall not constitute a waiver of the right to exercise the same or any other right, remedy or option at any subsequent time in respect to the same or any other event. The acceptance by Lender of any payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the rights, remedies or options granted herein to Lender at that time or at any subsequent time or nullify any prior exercise of any such right, remedy or option without the express written acknowledgment of the Lender.

If any provision of this Note shall be held to be legally invalid or unenforceable by any court of competent jurisdiction, all remaining provisions of this Note shall remain in full force and effect.

The term "**Lender**" as used herein shall include transferees, successors, and assigns of Lender, and all rights of Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of Obligor shall bind Obligor's heirs, legal representatives, successors, and assigns.

The descriptive headings of the several sections of this Note are inserted for convenience only and shall not in any way affect the meaning or construction hereof.

Lender may, at its option and in its sole discretion, maintain and rely upon a photocopy, electronic copy or other reproduction of this Note, and Borrower and each other Obligor, for themselves and their respective heirs, successors, and assigns, and any person claiming by or through any of them, hereby waive any and all objections to, and claims or defenses based upon, the failure of Lender to produce the original hereof for any purpose whatsoever.

This Note embodies the final, entire agreement of Borrower and Lender with respect to the subject matter hereof. No course of dealing, course of performance, usage of trade or evidence of any prior, contemporaneous or subsequent oral agreements or discussions or other extrinsic evidence of any nature shall be used to contradict, vary, supplement or modify any term of this note. There are no oral agreements between the parties.

THIS NOTE AND ALL OTHER LOAN DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT OF BORROWER AND LENDER AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY ANY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR A SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF BORROWER AND LENDER. THERE ARE NO ORAL AGREEMENTS BETWEEN THE BORROWER AND LENDER.

BORROWER:

GREATER GROTON REALTY CORPORATION

By: _____

Robert Cappelletti, Executive Director

and

NORTHEAST REDEVELOPMENT SERVICES, LLC

By: _____

Robert Cappelletti, Executive Director

Agenda Item No. 4
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 7, 2022

SUBJECT: Opening Purchase Orders for Berlin-Peck Memorial Library

Summary of Agenda Item:

The Berlin Peck Memorial Library belongs to the **Connecticut Library Consortium (CLC)**, based in Middletown. With over 800 members, CLC leverages its market power to negotiate deep discounts on essential library products such as books, media, databases and movie licensing.

The \$860 we pay in annual dues is more than made up for by the discounts received.

The library is also one of 30 members in the **Library Connection, Inc. (LCI)**, a consortium that supplies and maintains our computerized library system. By participating in LCI, we do not have to employ an IT Systems professional whose salary would easily be twice our assessed fee.

Annual cost for LCI, which includes databases, books, supplies, data services and audio/visual, is anticipated to be \$55,000

Sufficiency of funds

Account	Account Name	Vendor	Amount	Uncommitted Balance
001.25.2544.0.53201.00000	Supplies	Baker & Taylor	\$2,800.00	
001.25.2544.0.53201.00000	Supplies	Library Connection	\$570.00	
Total			\$3,370.00	\$12,000.00
001.25.2544.0.53300.00000	Books	Baker & Taylor	\$66,000.00	
001.25.2544.0.53300.00000	Books	Library Connection	\$2,755.00	
001.25.2544.0.53300.00000	Books	Overdrive	\$13,000.00	
Total			\$81,755.00	\$92,500.00
001.25.2544.0.53302.00000	Databases	Library Connection	\$675.00	
Total			\$675.00	\$26,000.00

Account	Account Name	Vendor	Amount	Uncommitted Balance
001.25.2544.0.53304.00000	Data Services	Library Connection	\$35,000.00	
001.25.2544.0.53302.00000	Data Services	Novus	\$13,500.00	
Total			\$48,500.00	\$55,000.00
001.25.2544.0.53301.00000	Audio/Visual	Library Connection	\$16,000.00	
Total			\$16,000.00	\$25,000.00

Action Needed:

Move to waive the Town's bidding procedures and approve issuing purchase orders for the 2022/23 fiscal year for the following vendors due to the Library's participation in Connecticut Library Consortium and in the Library Connection, Inc. as the best discounts have already been provided. This is in the best interest of the town.

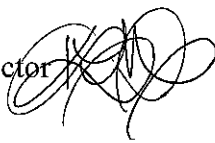
- Supplies = \$2,800.00 Books = \$66,000.00 **Baker and Taylor Co.** For adult, child and teen books – Total \$68,800
- Databases = \$675.00 Books = \$2,755.00 Supplies = \$570.00 Data Services = \$35,000.00 Audio/Visual = \$16,000.00 - **Library Connection, Inc.** – Total \$55,000
- Data Services = \$13,500.00 **Novus** – Total \$13,500
- Books = \$13,000.00 – **Overdrive** – Total \$13,000

Attachments:

None

Prepared By:

Kimberly McNally, Library Director





TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

(Sec. 6-10-2 of the Town Charter)

DATE 8-Jun-22

Purchase Item or Contract: Library		Requested by: Kim McNally	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	PO Bid Waiver - Supplies	\$3,370.00	\$3,370.00
			-
			-
			-
			-
TOTAL			\$3,370.00

Account No. 001.25.2544.0.53201.00000

Budgeted Amount.....	\$12,000.00	Available balance.....	\$12,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$3,370.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$8,630.00

Is a budget change needed? ☐ Yes ☒ No

If so, has a budget change been prepared? ☐ Yes ☒ No

☒ I certify that there ARE sufficient funds available to support the purchase of the items described above.

or:

☐ I certify that a budget change in the amount of \$_____ must be processed concurrently with this certification to support this commitment.


Finance Director or Assist. Finance Director

Finance Director or Assist. Finance Director



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

(Sec. 6-10-2 of the Town Charter)

DATE 8-Jun-22

Purchase Item or Contract: Library		Requested by: Kim McNally	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	PO Bid Waiver - Books	\$81,755.00	\$81,755.00
			-
			-
			-
			-
TOTAL			\$81,755.00

Account No. 001.25.2544.0.53300.00000

Budgeted Amount.....	\$92,500.00	Available balance.....	\$92,500.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$81,755.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$10,745.00

Is a budget change needed? ☐ Yes ☒ No

If so, has a budget change been prepared? ☐ Yes ☒ No

☒ I certify that there ARE sufficient funds available to support the purchase of the items described above.

or:


Finance Director or Assist.Finance Director

☐ I certify that a budget change in the amount of \$_____ must be processed concurrently with this certification to support this commitment.

Finance Director or Assist.Finance Director



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

(Sec. 6-10-2 of the Town Charter)

DATE 8-Jun-22

Purchase Item or Contract: Library		Requested by: Kim McNally	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	PO Bid Waiver - Databases	\$675.00	\$675.00
			-
			-
			-
			-
TOTAL			\$675.00

Account No. 001.25.2544.0.53302.00000

Budgeted Amount.....	\$26,000.00	Available balance.....	\$26,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$675.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$25,325.00

Is a budget change needed? ☐ Yes ☒ No

If so, has a budget change been prepared? ☐ Yes ☒ No

☒ I certify that there ARE sufficient funds available to support the purchase of the items described above.

or:


Finance Director or Assist.Finance Director

☐ I certify that a budget change in the amount of \$_____ must be processed concurrently with this certification to support this commitment.

Finance Director or Assist.Finance Director



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

(Sec. 6-10-2 of the Town Charter)

DATE 8-Jun-22

Purchase Item or Contract: Library		Requested by: Kim McNally	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	PO Bid Waiver - Data Services	\$48,500.00	\$48,500.00
			-
			-
			-
			-
TOTAL			\$48,500.00

Account No. 001.25.2544.0.53304.00000

Budgeted Amount.....	\$55,000.00	Available balance.....	\$55,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$48,500.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$6,500.00

Is a budget change needed? ☐ Yes ☒ No

If so, has a budget change been prepared? ☐ Yes ☒ No

☒ I certify that there ARE sufficient funds available to support the purchase of the items described above.

or:


Finance Director or Assist. Finance Director

☐ I certify that a budget change in the amount of \$ _____ must be processed concurrently with this certification to support this commitment.

Finance Director or Assist. Finance Director



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

(Sec. 6-10-2 of the Town Charter)

DATE 8-Jun-22

Purchase Item or Contract: Library		Requested by: Kim McNally	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	PO Bid Waiver - Audio Visual	\$16,000.00	\$16,000.00
			-
			-
			-
			-
TOTAL			\$16,000.00

Account No. 001.25.2544.0.53301.00000

Budgeted Amount.....	\$25,000.00	Available balance.....	\$25,000.00
Encumbrances to Date.....	\$0.00	Amount Needed for This Package.....	\$16,000.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$9,000.00

Is a budget change needed? ☐ Yes ☒ No

If so, has a budget change been prepared? ☐ Yes ☒ No

☒ I certify that there ARE sufficient funds available to support the purchase of the items described above.

or:


Finance Director or Assist.Finance Director

☐ I certify that a budget change in the amount of \$_____ must be processed concurrently with this certification to support this commitment.

Finance Director or Assist.Finance Director

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 13, 2022

SUBJECT: Stipend for Registrar of Voters

Summary of Agenda Item:

To transfer excess funds from Non Taxable Election Workers account 001.05.0510.053815.00000 \$11,883.30 to the Elected Personnel account 001.05.0510.0.51115.00000 \$11,000.00, Worker's Compensation account 001.05.0510.0.52010.00000 \$41.80, and Social Security account 001.05.0510.0.52010.00000 \$841.50 for payment/stipend in acknowledgement for additional workload for redistricting, voter roll clean up and total reorganization of Registrar's office resulting in implementing cost savings.

Action Needed:

Move to approve transfer excess funds to Elected Personnel Account \$11,000.00 / Worker's Compensation \$41.80 / Social Security \$841.50 From Non-Taxable Election Workers \$11,883.30 pending approval of Board of Finance

Attachments:

Budget Change Form
Registrars Budget

Prepared By:

Joan Veley, Republican Registrar of Voters
Christy Miano, Democrat Registrar of Voters

CM



TOWN OF BERLIN

BUDGET CHANGE FORM

Section 1: To be completed by Department:

Department: Registrars of Voters	Fiscal Year: FY22	Date: 5/11/22
To Acct #: 001.05.0510.0.51115.00000 001.05.0510.0.52010.00000 001.05.0510.0.52100.00000	Description: Elected Personnel Worker's Compensation Social Security	Amount: \$11,000.00 \$ 41.80 \$ 841.50
		Requested by: C Miano & J Veley

Are there funds from another account which can be requested: Yes ☒ No ☐ Partially ☐ Don't Know ☐

From Acct #: 001.05.0510.0.53815.00000	Description: Non-Taxable Election Workers	Amount: \$11,883.30	Approved by:
--	---	-------------------------------	------------------

Contingency Balance (If applicable):

Explanation of request, include reason why funds are available for transfer if applicable (use additional pages if necessary):

To transfer excess funds from ~~Supplies and Non-Taxable Election Workers~~ account to the Elected personnel accounts for payment/stipend in acknowledgement for additional work load for Redistricting, Voter Roll Clean up and total reorganization of Registrars office resulting in implementing cost saving ideas.

ONE-TIME PAYMENT Request

Section 2: To be completed by Town Manager:

Request approved <input checked="" type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Date: 6/13/22
Comments: 			

Section 3: Town Council action:

Request approved <input type="checkbox"/>	Disapproved <input type="checkbox"/>	Partially Approved <input type="checkbox"/>	Referred to Town Mtg. <input type="checkbox"/>	N/A <input type="checkbox"/>
Comments:				

Section 4: To be completed by Finance Department:

Budget Change # :	J.E.# :	Approved by Town Meeting	Date approved:
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Distribution:

Requesting Department ☐ Town Manager ☐ Town Council ☐
Finance Department ☐ Town Auditor ☐ Treasurer ☐

Amount of Transfer:	To Account #:	From Account #:
Amount of Transfer:	To Account #:	From Account #:

FY22 - Registrars - BUDGET VS ACTUAL for 5/9/22

GENERAL FUND - EXPENSE

GENERAL FUND - EXPENSE		BUDGET		YTD 5/29				
DEPT/ACCOUNT	DESCRIPTION	ADOPTED	AMENDS	AMENDED	EXPENSE	ENCUM	ENCUM+EXP	BALANCE
0510 - Registrars of Voters								
51 Wages-Salaries								
001.05.0510.0.51115.00000	Elected Personnel	72,000	2,100	74,100	65,692	8,308	74,000	100
001.05.0510.0.51540.00000	Election Workers	8,000	0	8,000	3,072	0	3,072	4,929
Wages-Salaries Total		80,000	2,100	82,100	68,764	8,308	77,072	5,028
52 Fringe Benefits								
001.05.0510.0.52010.00000	Worker's Compensation	750	0	750	401	29	430	320
001.05.0510.0.52100.00000	Social Security	6,120	0	6,120	5,260	600	5,861	259
Fringe Benefits Total		6,870	0	6,870	5,661	629	6,290	580
53 Professional/Technical								
001.05.0510.0.53201.00000	Supplies	31,560	(2,100)	29,460	12,963	7,937	20,900	8,560
001.05.0510.0.53234.00000	Food	1,500	0	1,500	741	42	783	717
001.05.0510.0.53245.00000	Maintenance & Repair	2,800	0	2,800	0	0	0	2,800
001.05.0510.0.53600.00000	Rent	1,200	0	1,200	1,050	0	1,050	150
001.05.0510.0.53604.00000	Truck Rental	750	(170)	580	0	0	0	580
001.05.0510.0.53814.00000	Contractual Services	150	0	150	0	0	0	150
001.05.0510.0.53815.00000	Non Taxable Election Workers	33,000	0	33,000	15,581	0	15,581	17,419
001.05.0510.0.53902.00000	Telephone	1,500	0	1,500	959	541	1,500	0
001.05.0510.0.53944.00000	Organizational Fees	150	170	320	160	0	160	160
001.05.0510.0.53945.00000	Training	5,210	0	5,210	560	1,960	2,520	2,690
Professional/Technical Total		77,820	(2,100)	75,720	32,015	10,479	42,494	33,226
Registrar of Voters Total		164,690	0	164,690	106,440	19,417	125,856	38,834

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 14, 2022

SUBJECT: Bid Waiver for GIS Annual Maintenance Contract- Public Works

SUMMARY:

New England Geosystems (NEGEO) maintains the Town's Geographic Information System (GIS) used by various departments and the public. NEGEO was selected a number of years ago and has invested equipment and software to maintain our GIS system both in-house and on the website (www.berlingis.com). Their services include support for various departments, training, map printing, map updates, software support and host fees.

In order to maintain services that enhance and complement our engineering department (and other departments), Staff are requesting continued programming from NEGEO. With the use of in-house Staff providing more map updates, we will continue to work towards providing more information on-line to better serve the public. In the past twelve (12) months, over 12,000 customers have used the public GIS site.

Since NEGEO already maintains our GIS network and database off site, we are requesting a bid waiver to utilize them for services throughout the 2022 – 2023 fiscal year. Their services (for departments town-wide) are shown on the attached budget proposal totaling \$30,000.

Funding is available from 001.20.2036.0.53821.00000 GIS Programming.

ACTION NEEDED:

Move to waive the bidding procedure and award a contract for GIS annual maintenance and departmental services for Fiscal Year 2022-2023 to New England Geo-Systems of Middletown, CT for an amount not to exceed \$30,000.00, as this is in the best interest of the Town.

ATTACHMENTS:

Proposal from NEGEO (dated June 14, 2022)
Sufficiency of Funds

PREPARED BY:

Michael S. Ahern, P.E., Director of Public Works

MSA

6/14/2022

#23-032

Statement of Services

Berlin CT

FY23 General GIS Consulting Support**OVERVIEW**

New England Geosystems (NEGEO) is pleased to present this Statement of Work to the Town of Berlin for FY23 support of the Town's GIS program. Each fiscal year allocates budget to specific departments, however, budget is generally utilized on a case-by-case basis and to support annual tasks. NEGEO recommends no increase for FY23. NEGEO is happy to provide estimates for specific tasks within this budget throughout the year upon request from the town.

DESCRIPTION**1.1. Annual Tasks****1.1.1. Parcel Updates and Map Printing (Assessing)**

1.1.1.1. *NEGEO will undertake two parcel updates iterations as part of maintaining the town's parcel base to current conditions. Each will include parcel and related layers editing, map production, and refresh of the data on the town's mapping applications. Any additional updated data (planimetrics, streets, etc.) should also be submitted at this time, but may require additional budget from general services for processing or for reconciliation with the town's main database.*

1.1.2. MapXpress Public and Internal Hosting

1.1.2.1. *NEGEO will host, maintain, and troubleshoot the town's two mapping applications, MapXpress and MapXpress Advanced for the period of July 1, 2022 to June 30, 2023.*

1.2. General Services

1.2.1. *This task includes any additional projects, data development, technical and software support, and custom cartography for the town's Assessing, Engineering, Economic Development, Planning and Zoning, Water, and Sanitary Departments over the course of the fiscal year. All projects and tasks will be completed on a time and materials basis. Task estimates are available upon request.*

SCHEDULE

This project will cover the time period from July 1, 2022 to June 30, 2023.

COST

Costs for this project are provided below.

DESCRIPTION	ESTIMATED COST
<i>TASK 1.1 ANNUAL TASKS</i>	
<i>1.1.1 PARCEL UPDATES</i>	\$ 7,000.00
<i>1.1.2 MAPXPRESS (PUBLIC AND ADVANCED) HOSTING</i>	\$ 6,000.00
<i>TASK 1.2 GENERAL SERVICES</i>	\$ 17,000.00
TOTAL	\$ 30,000.00

Tasks 1.1.1 and 1.2 will be completed on a **time and materials** basis based on NEGEO standard hourly rates not to exceed the amounts listed above. If actual costs have the potential to exceed these estimates, NEGEO will notify the town before exceeding budget limits and work to develop an agreeable solution to completing the project.

Task 1.1.2 will be invoiced as a **firm, fixed price** during the month of July, 2022.

Invoices will be sent monthly and include all hours incurred during the billing period. Payment is due within 30 days of receipt.

AUTHORIZATION

NEGEO will proceed with this work immediately upon receiving authorization from the client.

Again we appreciate your continued trust in New England GeoSystems and we always look forward to being of service. If you have any questions, concerns or comments, please contact me any time via phone or email.

Very Truly Yours,



Kristen LaBrie
Project Manager
New England GeoSystems



TOWN OF BERLIN

CERTIFICATION OF SUFFICIENCY OF FUNDS

(Sec. 6-10-2 of the Town Charter)

DATE 14-Jun-22

Purchase Item or Contract: GIS Annual Maintenance Contract		Requested by: Mike Ahern	
QUANTITY	DESCRIPTION	PRICE PER UNIT	\$ AMOUNT
1.00	GIS annual maintenance contract (NTE \$30,000)	\$30,000.00	\$30,000.00
			-
			-
			-
			-
TOTAL			\$30,000.00

Account No. 001.20.2036.0.53821.00000 GIS Programming

Budgeted Amount.....	\$38,500.00	Available balance.....	\$35,100.00
Encumbrances to Date.....	\$3,400.00	Amount Needed for This Package.....	\$30,000.00
Expenditures to Date.....	\$0.00	Available Balance After Purchase.....	\$5,100.00

Is a budget change needed? ☐ Yes ☒ No

If so, has a budget change been prepared? ☐ Yes ☐ No

☒ I certify that there ARE sufficient funds available to support the purchase of the items described above.

or:


Finance Director or Assist. Finance Director

☐ I certify that a budget change in the amount of \$_____ must be processed concurrently with this certification to support this commitment.

Finance Director or Assist. Finance Director

Agenda Item No. 7
Request for Town Council Action

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 14, 2022

SUBJECT: Glen Street Bridge Replacement – Approval to Enter into the Federal Local Bridge Program

SUMMARY:

The Town Council approved a contract award to complete emergency repairs on the Glen Street Bridge (DOT No. 06955) in December 2021. This work has been completed, and the bridge condition has been stabilized until it can be replaced. In April 2022, Town Council authorized Staff to apply to the Connecticut Department of Transportation's (DOT) Federal Local Bridge Program for a full replacement of this bridge. This federal program provides 80% reimbursement to municipalities for eligible bridge design and construction. DOT has confirmed that this bridge meets the criteria for the federal program, and (with its on-call engineering firms) can complete the ultimate design of the bridge replacement at no cost to the Town.

The next required action is for the Town Manager to sign and return the attached Commitment to Fund letter. The subsequent process includes executing a Town/State Agreement and then proceeding with the bridge replacement design. The Town will not need to fund the design process – that will be handled by DOT with its liaison and on-call engineers. Further, the Town will be able to withdraw from the program at the 30% and 70% design and cost estimation levels if it feels the project is too costly or for other reasons. Based on DOT projections, the Town would need to set up construction funding in 2025 (or afterward). DOT's engineers estimate that the construction cost will total \$2.1 million, which the Town will need to bond or otherwise appropriate before construction can begin. The net cost to the Town (after reimbursements) is an estimated \$420,000. Staff are requesting approval from the Town Council to authorize the Town Manager to sign and return the Commitment to Fund letter to DOT, to execute the Town/State agreement (with review/approval by Corporation Counsel), and to proceed with the design process for a full-replacement project under this federal program. This approval would also authorize the Town Manager and/or Staff to sign off on various agreements and required forms necessary to complete the bridge design, permitting, and to prepare bid documents.

ACTION NEEDED

Move to authorize the Town Manager to sign and return the Commitment to Fund letter for replacing Glen Street Bridge No. 06955 to the Connecticut Department of Transportation to enter the Federal Local Bridge Program, as well as executing other related agreements (with Corporation Counsel review/approval), and to authorize the Town Manager and/or Staff to coordinate with the State's design team and to sign required forms and documents throughout the design and permitting process.

ATTACHMENTS:

DOT's Commitment to Fund Letter (May 25, 2022)

PREPARED BY:

Michael S. Ahern, P.E., Director of Public Works

MSA



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



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

May 25, 2022

Mr. Aroscha Jayawickrema
Town Manager
Town of Berlin
240 Kensington Road
Berlin, Connecticut 06037

Dear Mr. Jayawickrema:

Subject: Federal Local Bridge Program, Fiscal Year 2022
Commitment to Fund
Glen Street over Mattabesset River, Bridge No. 06955
Town of Berlin
Federal Funds: \$1,968,000.00

The Department of Transportation (Department) has reviewed the Preliminary Application for the replacement or rehabilitation of the bridge at the subject location. The Department is pleased to inform the town of Berlin (Town) that the project qualifies for funding under the Federal Local Bridge Program.

The State of Connecticut (State) hereby commits to fund up to 80 percent of the eligible project costs under the Federal Off-System Bridge Program. This commitment is subject to the program regulations, in particular as follows:

1. The amount is based upon the information in your Preliminary Application and is subject to later adjustments.
2. This Commitment to Fund will lapse if your final cost estimate exceeds your Preliminary Application and sufficient monies are not available.
3. The Commitment to Fund does not constitute a binding agreement, and the State's obligation is contingent upon your execution and delivery of a Project Agreement, and your compliance with its terms.

The next step in the grant process, if this Commitment to Fund is acceptable to the Town, is to sign below and return a copy of this letter within 30 days. A Department representative will contact your Office to schedule a concept meeting to review the program's procedural requirements.

In order to accurately track the project's costs, it is recommended that the Town set up a separate budget line item for these projects and make your auditor aware of the projects. Also, the Department now relies heavily on electronic communications. Please ensure that the Department has an up-to-date e-mail address for your designated contact person at all times.

If you have any questions, or need any assistance, please contact Mr. Marc P. Byrnes, Project Engineer of the Federal Local Bridge Program at (860) 594-3489.

Very truly yours,

Sweeney, Bartholomew

Digitally signed by Sweeney, Bartholomew
DN: E=Bartholomew.Sweeney@ct.gov,
CN=Sweeney, Bartholomew, OU=Floor-3,
OU=Headquarters, OU=DOT-Users,
DC=DOT, DC=CT, DC=GOV
Date: 2022.06.03 09:34:04-04'00'

Bartholomew P. Sweeney, P.E.
Division Chief of Bridges
Bureau of Engineering and Construction

Accepted by: _____

Mr. Arosha Jayawickrema
Town Manager
Town of Berlin

Date: _____

cc: Mr. Michael S. Ahern, P.E. – Director of Public Works

TO: The Honorable Mayor and Town Council

FROM: Arosha Jayawickrema, Town Manager

DATE: June 13, 2022

SUBJECT: Crown Castle Fiber Installation Approval for Sage Park

Summary of Agenda Item:

In February of 2022, the Town of Berlin was awarded a State of Connecticut DEEP Grant for the purposes of a scoreboard replacement on Scalise Field at Sage Park and for Biscoglio Field improvements at Berlin High School. Appendix A, Section 3a. of the Grant references the deliverable scope of work for the scoreboard. The contractor shall design and install a Daktronics Live Video Display and all associated audio- visual components ("scoreboard"), together with associated site work, on Scalise Field at Sage Park. The scoreboard portion has been previously approved, with the fiber optic connectivity component needing approval for full functionality. Once the Fiber service is on site, there will be the opportunities for additional technology implementation at the sites and buildings within the Sage Park complex. The fiber connection will run from the Berlin Town Hall and Berlin Board of Education Building at no. 238 and no. 240 Kensington Road to the Scalise Field Building at Sage Park. Crown Castle Fiber of Cheshire, CT has provided a proposal utilizing State of Connecticut Contract no. 20ITZ0021 in the amount of \$124,900 which includes a 10 percent project contingency. The proposal includes all underground and above ground sitework at Sage Park along with the fiber pairs back to Kensington Road and year one of the maintenance agreement. Crown Castle is the current fiber provider to the Town of Berlin, Berlin Police Department and Berlin Board of Education for operations. Funding is available in the DEEP Grant Account 500.25.2545.0.54000.00772

Action Needed:

Move to utilize State of Connecticut Contract no. 20ITZ0021 and authorize Crown Castle Fiber of Cheshire, CT to provide and install 2 strands of Dark Fiber including a 20-year maintenance agreement from no. 1567 Berlin Turnpike (Sage Park/ Scalise Field Building) back to no. 238 and no. 240 Kensington Road in the amount of \$124,900 which includes a 10 percent project contingency.

Attachments:

Crown Castle Proposal
State of Connecticut and Crown Castle Contract Agreement
DEEP Grant Agreement

Prepared By:

Douglas Solek, Director of Facilities





Life connects
here.



6/8/2022

Town of Berlin (CT)

Bob David
Strategic/ SLED Sales Manager
203 521-6199
Bob.David@crowncastle.com

CROWN CASTLE FIBER
1781 Highland Avenue
Cheshire, CT 06410



Company Overview

Crown Castle Fiber LLC is a wholly-owned subsidiary of Crown Castle International Corp., an S&P 500 company that is dedicated to long-term ownership and operation of communications infrastructure. Crown Castle owns and operates approximately 40,000 cell towers and 80,000 route miles of fiber supporting small cells and fiber solutions across every major US market. This nationwide portfolio of communications infrastructure connects cities and communities to essential data, technology and wireless service – bringing information, ideas and innovations to the people and businesses that need them. Custom built networking solutions tailored to specific customer needs enable the highest levels of diversity, security, and protection

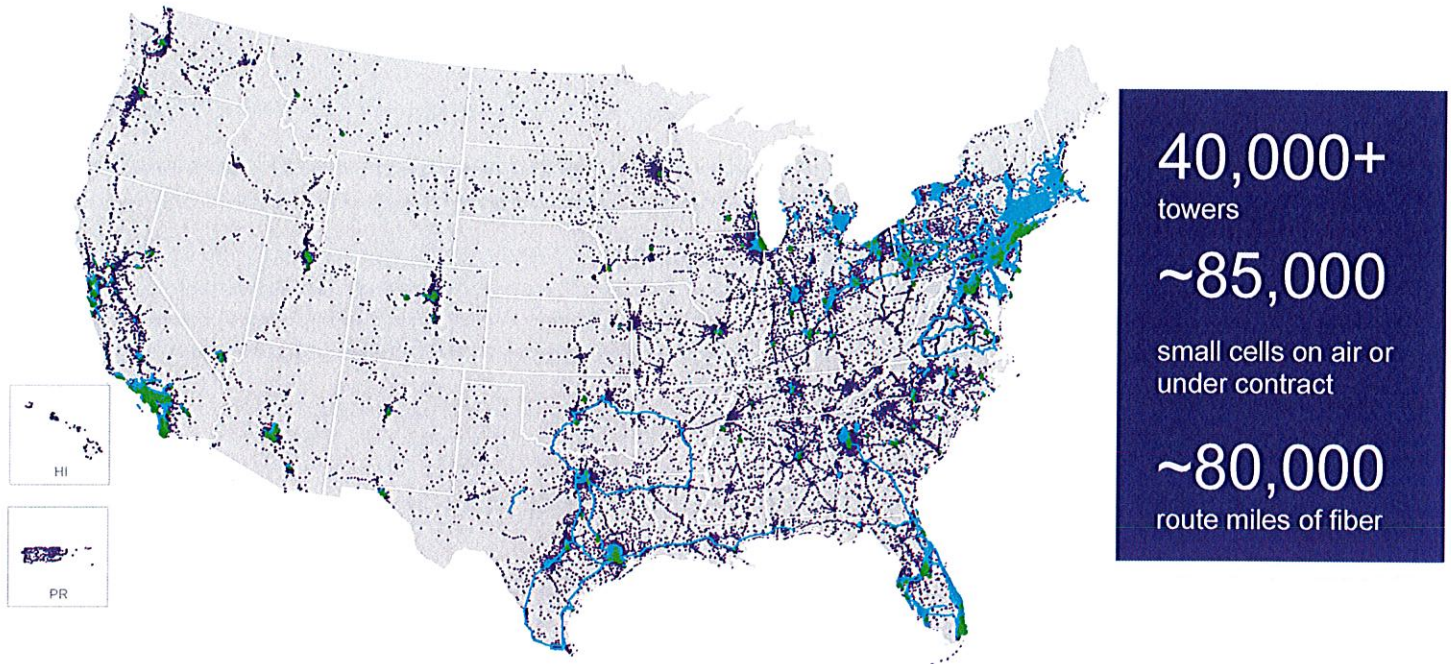
Crown Castle Fiber is a fiber solutions provider with a 25-year history of owning and operating communications infrastructure across the country. We work closely with our customers to build a solution that allows them to run their organizations today, while setting the stage for tomorrow's most transformative innovations. Through organic growth, strategic mergers and acquisitions, and an unwavering commitment to customer support and satisfaction, Crown Castle Fiber has positioned itself as a top provider of mission critical networking and broadband services utilizing end-to-end fiber connectivity.

Crown Castle Fiber's network also offers unparalleled local density and route diversity. Crown Castle Fiber is also proud to be one of the only fiber providers who can operate in the power space and diverse power line routes throughout most of our footprint. This makes it possible for customers to have diverse routing for their mission critical services. Crown Castle Fiber offers customers a complete suite of fiber-based networking solutions including Dark Fiber, Ethernet, Wavelengths, SONET, Video, Internet Access, and Collocation.

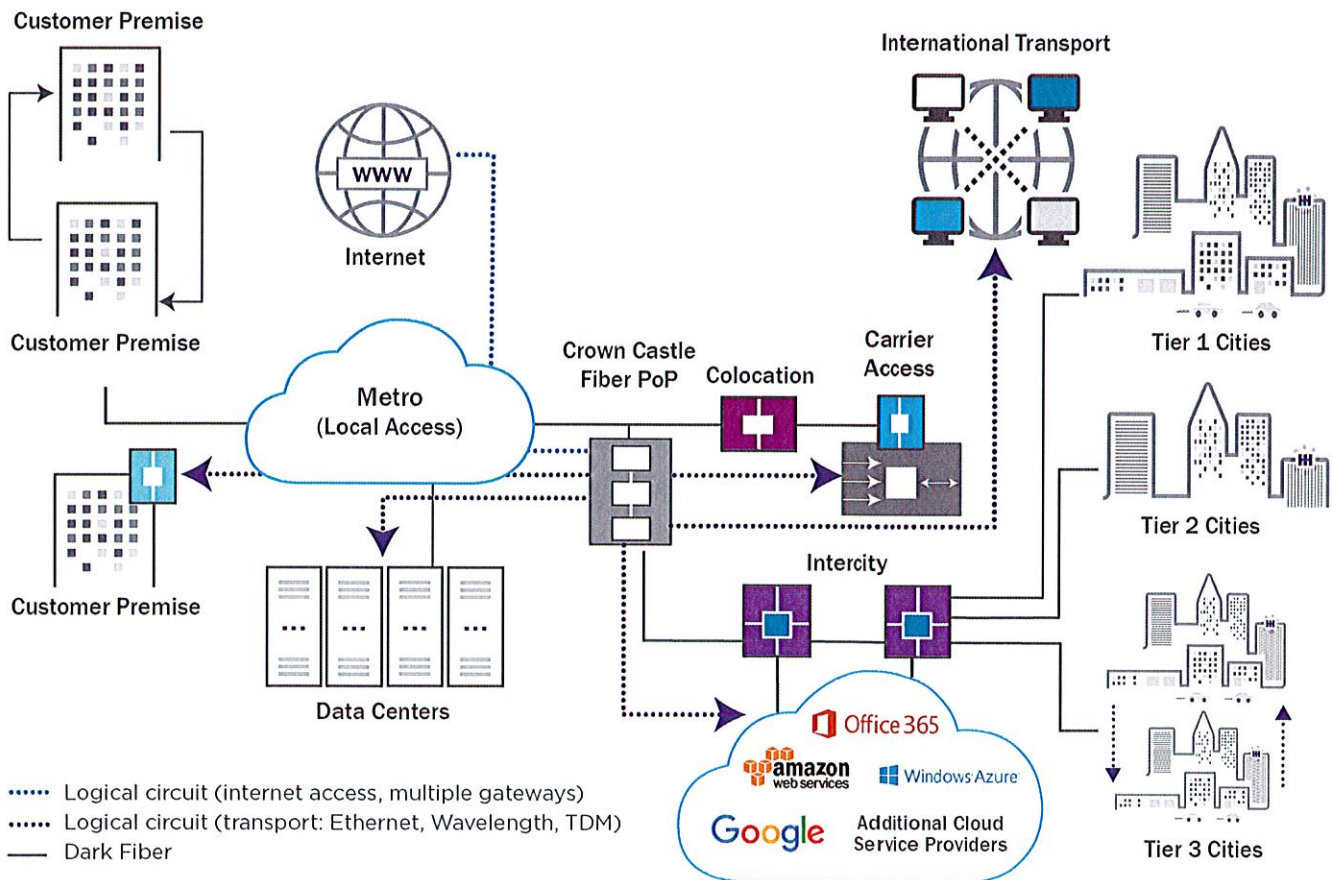
Crown Castle Fiber is committed to providing exceptional support and care to customers while ensuring industry-leading levels of service and reliability for their networks. At a time when the fiber industry is going through great changes, we are committed to being a dependable, stable partner that you can count on. Since we own our entire fiber network, we are directly invested in its integrity and can provide faster response times and issue resolution.

- **Expertise:**
 - We provide customized fiber solutions for customers across the United States, including the top 50 markets in the country.
- **Consultation:**
 - We take the time to carefully consider all your needs and deliver a solution that meets your business requirements and opens up new opportunities.
- **Service:**
 - We have locally based service teams available to you whenever you need them, and with our around-the-clock Network Operations Center, you can be sure your network will always be in good hands.
- **Streamlined solution:**
 - With a single point of contact, you'll always know who to reach out to for all of your network needs.

Crown Castle Footprint



How it all works together



Dark Fiber

Product Overview

Dark Fiber is a high-capacity network solution for those who need unlimited bandwidth, complete service control, and total reliability. We offer a variety of connectivity options from individual strands of fiber to complex multi-site designs customized for you. For 25 years, we've built Dark Fiber networking solutions for customers across a wide variety of industries—working closely with them to meet their needs through our dense, nationwide fiber footprint.

Key benefits

Control: Design, build and plan the evolution of your own network while managing budget and project costs according your business growth. You have the freedom to select technologies and equipment used, on your timeline.

Security: With private physical network infrastructure on your own dedicated strands of fiber, you can maximize your security.

Scalability: With unlimited bandwidth capabilities you have the ability to easily scale your network depending on the needs of your organization.

Features

- Switched Full access to approximately 80,000 route miles of fiber
- 32,000+ on-net buildings
- 900+ connected data centers, PoPs, and Cos
- Multi-site designs customized for you
- Access to unique fiber assets, routes and secure rights-of-way
- 25 years of experience building and maintaining fiber networks for over 8,000 customers
- Locally based service teams are available to you whenever you need them

Ethernet



Product Overview

Our Ethernet solutions combine the reliability and ubiquity of Carrier Ethernet with next-generation metro area transport technology. The result is an efficient, fully restorable network that's easy to manage and ready for any vertical or application requirement. Additionally, the natural flexibility of Carrier Ethernet allows us to Offer you a range of solutions that give you varying levels of control to meet the bandwidth and security requirements you need—today and in the future.

Our business Ethernet solutions include Metro-E Advanced Private Line, E-Line, Ethernet Virtual Private Line (EVPL), and Ethernet Private LAN (E-LAN). With support for Layer 2 point-to-point, point-to-multipoint, and multipoint-to-multipoint topologies, you can seamlessly extend your Ethernet network from your building into the metro area and beyond.

Key benefits

Resiliency: Nationwide MPLS core routes traffic via the best available path directing packets around outages and congestion.

Scalability: WAN connectivity from 10Mbps to 100Gbps with guaranteed network performance.

Flexibility: Our dense network infrastructure allows for multiple entrances and diverse fiber routes.

Features

- Switched Ethernet core provides resilient, high-availability transport services
- Available in switched or dedicated service options
- Flexible configurations:
 - **E-Line:** Point-to-point private line
 - **EVPL:** Point-to-point or point-to-multipoint
 - **E-LAN:** Multipoint-to-multipoint
 - **Metro-E Advanced Private Line:** private fiber over dedicated equipment
- Multiple access protection options
- 24/7 network surveillance and monitoring
- Numerous cloud access points for Amazon Web Services, Google, Microsoft Azure and other Cloud Service Providers

Internet Access

Product Overview

Our enterprise-class fiber optic Internet Access keeps you connected to the outside world while supporting mission-critical applications. Perfect for businesses and organizations, such as school districts, our high-performance internet offering connects your locations efficiently and affordably.

With high-speed connections to key peering points and data centers, we deliver a reliable and scalable solution with optional capabilities such as bursting, high-availability connectivity, or sharing IP access over a Wide Area Network (WAN).

Key benefits

Speed: High-speed fiber optic connection delivered directly to your business, data center or PoP.

Scalability: Increase your bandwidth connection as your business grows.

Reliability: Direct connection to our robust and diverse fiber network, with additional protection options.

Service: Network Operations Center providing proactive traffic monitoring and technical support 24/7 -- never outsourced.

Features

- Switched Robust metro and backbone network infrastructures
- Multiple and geographically diverse peering connections ensures reliable access points to the internet
- Bandwidth rates from 10Mbps up to 10Gbps
- Option to burst above subscribed bandwidth rates when needed
- IPv6-compatible, dual stack connection capable

Cloud Connect

Product Overview

As organizations continue to move critical business functions to the cloud, your underlying network performance becomes absolutely crucial. With Cloud Connect, you get a fast, secure, and direct connection between your office, data center, or colocation environment and your cloud service provider—ensuring your cloud-based applications perform at their optimal levels.

With 25 years of experience and one of the largest fiber footprints in the country, we offer a level of reliability and assurance that's unmatched in the industry. Our wide range of flexible bandwidth and interface options give you mission-critical access to private, public, and hybrid cloud providers including Amazon Web Services and Microsoft Azure. We'll work closely with you to design a solution that's customized for your organization's cloud computing network infrastructure while minimizing operational costs.

Key benefits

Security: Direct Cloud connectivity is available for your sensitive applications, protecting you against the risk of running through the public internet.

Speed and performance: Dedicated connections decrease latency and increase performance of your cloud-based transactions and applications.

Flexibility: Connections can be tailored to your needs with bandwidth ranging from 10Mbps to 100Gbps.

Features

- Speeds ranging from 10Mbps to 100Gbps
- Multiple connectivity options to Amazon Web Services, Google, and Microsoft Azure
- Cloud on-ramps throughout the US provide broad geographic coverage
- Cloud connectivity via Internet Access, Ethernet, Wavelength available in most areas

Network Management Services for Monitoring and Alerting

Geographic Diverse Locations

Generator & UPS Protected Facilities

On-Net Network Connectivity

- Boxborough, Massachusetts
- Melville, New York
- Rochester, New York

Systems & Tools

- Microsoft CRM
- NETCRACKER
- OSP Insight GIS System
- Operations Data Warehouse
- Traffic / Taper Reporting Tool

Trouble Ticket Management

- 24x7 Onsite Management Support
- Tier I & II Troubleshooting
- Incident Management
- Customer Communications & Escalations
- Technical Support Engineers
- Tier III Troubleshooting
- Vendor TAC Engagement
- Engineering Engagement

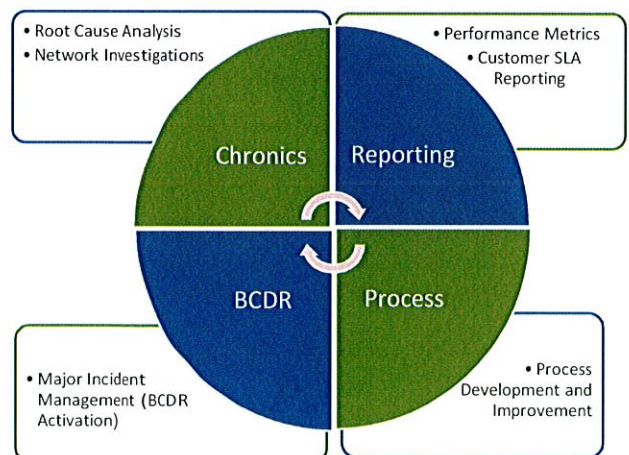
Network Operations Center Systems and Tools

IBM Tivoli NETCOOL Network Management System

- Automation & Enhancements
- Alarm Filtering
- Alarm Enrichment
- Backbone Topology MAPS
- Customizable, dedicated customer alarm views

Microsoft Dynamics CRM Ticketing System

- Automation & Enhancements
- Automatic Notification upon ticket creation
- Standardize Templates for Communication
- Automatic Ticket Assignments
- Automated management escalation of unresolved Trouble tickets.



Your Dedicated Team of Fiber Experts

Sales

Bob David

Strategic Sales Manager

(203) 521-6199

Bob.David@crowncastle.com

Curtis Fox

Fiber Sales Manager

(201) 247-2170

Curt.fox@crowncastle.com

Sales Engineering

Ken Felton

Sr. Sales Engineer

(585) 743-1747

Ken.Felton@crowncastle.com

Keith DiLorenzo

Sr. Sales Engineer

(845) 458-7732

Keith.DiLorenzo@crowncastle.com

Jason Ewing

Manager, Fiber Sales Engineering

(585) 697-5173

Jason.Ewing@crowncastle.com

Client Services & Business Development

Joe Wilson

Director of Business Development, Gov/Ed

(518) 373-3529

Joe.Wilson@crowncastle.com

Tatiana Lima

Client Services Manager

(585) 517-3722

Samuel.Desalvo@crowncastle.com

Colleen McIntyre

Manager, Enterprise Client Services

(724) 416-2259

Colleen.McIntyre@crowncastle.com

Dale Kammerich

Director, Enterprise Client Services

(314) 513-0142

Dale.Kammerich@crowncastle.com

Service Management

Fred Hoggan

Project Manager

(203) 456-7890

projectmanager@crowncastle.com

Wendy Drake

Manager, Enterprise Project Delivery

(585) 568-8420

Wendy.Drake@crowncastle.com

Darrin Smith

Director, Project Management

(978) 264-6008

Darrin.Smith@crowncastle.com

Network Operations

24/7/365 NOC

855-93-FIBER, Option #

FiberSupport@crowncastle.com

REFERENCES:

Frank Gentile
City of Danbury
Director of IT
203 797-4560
f.gentile@danbury-ct.gov
155 Deer Hill Ave
Danbury, CT 06810

Shawn Flynn
IT Manager
City of Hartford / Hartford BOE
sflynn@hartford.gov
260 Constitution Plaza
Hartford, CT 06103
(860) 757-9499

Ray Carcano
CT Education Network
State of Connecticut
raymond.carcano@uconn.edu
55 Farmington Ave
Hartford, CT 06105
(860) 622-4564

Proposal



Customer Name:	Town of Berlin (Connecticut)
Proposal Number:	Account 28640/Opp204142-02
Date:	6/8/2022
Account Manager:	Bob David
Sales Engineer:	Keith DiLorenzo
Service:	Dark Fiber (State Contract Pricing)
Design:	Point-to-Point

Dark Fiber Solution:	Two strands of Fiber from 1567 Berlin Tpke Sage Park to 238 Kensington Rd – Berlin _ Option A is Berlin doing the dig, Option B is Crown Castle doing the dig			
2 strands of Dark Fiber				
	Option A 240 Month Term	Option B 240 Month Term		
Non-Recurring Charge	\$71,000	\$111,000		
Yearly Maintenance Charge	\$2800	\$2800		

If we do the dig it would be: \$2800.00 Annual Maintenance (\$233.00 per month) for 20 years plus \$111,000 upfront - we will provide the full excavation / call before you dig requirements / provide the conduit within excavation and placing of the fiber. If we need to provide handholds along the way based on length those will be included in the structure

If you do the dig and we pull fiber through it: \$2800.00 Annual Maintenance (\$233.00 per month) for 20 years plus \$71,000 upfront

This is for dark fiber (two strands) from 1567 Berlin Tpke Sage Park to 238 Kensington Rd, Berlin, CT



State Contract Procurement

Proposed Crown Castle services can be used off the State of CT Contract.

Contract #-Crown Castle RFP 001-A-23-7049

CONTRACT SUPPLEMENT
RFP-37 Rev. 4/11/19
Prev. Rev. 11/22/16

Jean Del Greco
Contract Specialist

860-713-5623
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

20ITZ0021MB

Contract Award Date:

9 June 2001

SUPPLEMENT DATE:

29 April 2019

CONTRACT AWARD SUPPLEMENT #1

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Lease Agreement Fiber Optic Cable
Fibertech Master Agreement B-00-021

FOR:
Department of Administrative Services, All Using State
Agencies, Political Subdivisions, and Not-for-Profit
Organizations

TERM OF CONTRACT:
9 June 2001 through 31 December 2050

AGENCY REQUISITION NUMBER:

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Crown Castle Fiber LLC**

Company Address: **1220 Augusta Drive Suite 600 Houston, TX 77057-2261**

Contact Person: **Michelle Kavey**

Tel. No.: **617-848-3026**

Company/Contact Person Email Address: fiberbilling3@crowncastle.com

Contact Person Address:

Remittance Address:

Company Web Site:

Delivery:

Certification Type (SBE, MBE or None):

Contract Value: \$

Prompt Payment Terms: **0% 00 Net 45**

Agrees to Supply Political SubDivisions:

PLEASE NOTE:

Legal entity consolidation from Fibertech to Crown Castle Fiber, LLC.

All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.



300 Meridan Centre Rochester, NY 14618

January 21, 2011

Jacqueline Shirley
State of Connecticut
Department of Information Technology
101 East River Drive
East Hartford, CT 06108-3274

Please add the following product schedule to Master Agreement B-00-021 Fibertech/State of Connecticut to include the following:

PRICING SCHEDULE for BTOP Grant NT10BIX5570150 project, and compliance with Davis-Bacon Act:

The State of Connecticut will lease no less than 12 Fiber Strands at: \$4,166.67 per mille per strand.

Thank you for your consideration. Please contact me if you have any additional questions.

Sincerely,

A large, dark, rectangular redacted area covering the signature of Steve Splvey.

Steve Splvey
Fibertech Networks



phone 585-697-5100
fax 585-568-8499
300 Meridian Centre
Rochester, NY 14618

November 10, 2009

Kris Wohlgemuth
State of Connecticut
Department of Information Technology
101 East River Drive
East Hartford, CT 06108-3274

Dear Kris,

Please update the product schedule in the Master Agreement B-00-021 Fibertech/State of Connecticut to include the following new provision for entrance facilities into 1 location only. This is for the CEN project and represents access into Level 3 Communication POP which resides at 21 Harborview in Stamford, CT:

Monthly Interconnection fee- \$350 per month or yearly fee of \$4200.

Thanks you for your attention to this matter.

Regards,

Daniel Berl
Senior Sales Director
Fibertech Networks

August 20, 2009

*off data
8/27/09*

Jacqueline Shirley
State of Connecticut
Department of Information Technology
101 East River Drive
East Hartford, CT 06108-3274

Please update the product schedule in Master Agreement B-00-021 Fibertech/State of Connecticut to include the following:

PRICING SCHEDULE FOR TSP:

Provisioning

- Level E (Highest Priority) – Additional \$1000NRC per point-to-point connection
- Level 1 - Additional \$900NRC per point-to-point connection
- Level 2 - Additional \$800NRC per point-to-point connection
- Level 3 - Additional \$700NRC per point-to-point connection
- Level 4 - Additional \$600NRC per point-to-point connection
- Level 5 - Additional \$500NRC per point-to-point connection
- Level 0 (No priority) – No charge, as the point-to-point circuit would not receive a TSP priority

Restoration

- Level 1 - Additional \$90MRC per point-to-point connection
- Level 2 - Additional \$80MRC per point-to-point connection
- Level 3 - Additional \$70MRC per point-to-point connection
- Level 4 - Additional \$60MRC per point-to-point connection
- Level 5 - Additional \$50MRC per point-to-point connection
- Level 0 (No priority) – No charge, as the point-to-point circuit would not receive a TSP priority

Thank you for your consideration, and please contact me if you have any additional questions.

Sincerely,

Steve Spivey
Fibertech Networks



350 Mountain Center, Rochester, NY 14619 (585.697.5100)

Quotation

Date Received: 05-Jun-09
Date Prepared: 05-Jun-09
Quotation Valid Until: IF APPLICABLE
Quotation # (Customer):

CT Department of Public Safety

Upright Plus 4 Annual Payments

Quotation For: CT DPS
Project Name (if applicable): 911
Customer Address: 1111 Country Club Road Middletown, CT
Prepared By: Steve Spivey 203-554-7428

Contact Name:
Prepared By (Phone): 203-554-7428

pared By (E-mail): spivey@fibertech.com

Qty	Service	Internet / Ethernet Bandwidth (Mbps)	Market	From Address	To Address	Term (Years)	Monthly Charge (MRC)	Service Activation Fee (NRC)	Other Non-Recurring Fees (NRC)	Total Non-Recurring Charge (NRC)
Other	Dark Fiber		* Conn.	Per Attached Spread Sheet and Map	Per Attached Spread Sheet and Map	20	\$0			
				Payment Due July 2009				\$891,000	\$5,509,000	\$6,400,000
				Payment Due July 2010				\$3,774,750	\$3,774,750	\$3,774,750
				Payment Due July 2011				\$3,774,750	\$3,774,750	\$3,774,750
				Payment Due July 2012				\$3,774,750	\$3,774,750	\$3,774,750
				Payment Due July 2013				\$3,774,750	\$3,774,750	\$3,774,750
				Maint. Payment Due July 31, 2010 thru July 31, 2029					\$1,026,000	\$1,026,000
				TSP Payment - Based on Level 2 for 20 Years						\$105,600
				TSP Level 2 Cost Per Year -> Please note \$80.00 / mth per pt to pt route * 12 months						

Annual Payments for Maintenance and TSP will be \$1,031,000 per year starting approximately 1 year after initial PO (or when network is accepted b

Comments / Remarks / Description (if applicable)

Pricing is based on State Contract 20 Year Dark Fiber Pricing. Per attached Spreadsheet, total amount is \$18,289,000 upfront for a 20 Year IRU. Quote reflects payment of this upfront amount spread across \$6,400,000 at time of Purchase Order and 4 annual payments beginning July 2010. There will also be an annual Maintenance amount due beginning in July 2010 for \$1,026,000 for a duration of 20 years. As an example, using TSP Level 2 for Restoration (at \$80.00 MRC per pt to pt connection - 110 of them) the STATE can elect to pay for 20 years of TSP in 4 equal annual amounts

Site Name	Address	City	Miles Between Sites	From	Estimated Loss	Map Miles	Build	Included	Net-Build Off - Net Build	On-Net
RING 1										
Greenwich Police Dept	11 Bruce Place	Greenwich	22	from New Canaan	9.1	19.25	0.55		0.55	18.70
Stamford Emer Comm Center	888 Washington Blvd. FL6	Stamford	8		3.3	7.40	0.15		0.15	7.25
Darien Police Dept	25 Hecker Ave.	Darien	5		2.1	4.10	0.13		0.13	3.97
Norwalk Police Dept	1 Monroe St.	Norwalk	7		2.9	5.80			0.00	5.80
Westport Police Dept	50 Jesup Road	Westport	8		3.3	6.40	0.28		0.28	6.12
Fairfield Emer Comm Center	100 Reef Rd.	Fairfield	8		3.3	7.10	0.28	0.28	0.00	6.82
State Police "G"	149 Prospect St.	Bridgeport	6		2.5	4.80	0.53		0.53	4.27
Easton Police Dept	700 Morehouse Rd.	Easton	9		3.7	9.50	1.71		1.71	7.79
Redding Police Dept	96 Hill Rd.	Redding	9		3.7	8.30	5.80		5.80	2.50
Danbury Fire Dept	19 New St.	Danbury	9		3.7	10.50			0.00	10.50
Bethel Police Dept	49 Plumtrees Rd. - SINGLE LAT	Bethel	5		2.1	6.00	0.40		0.40	5.60
Ridgefield Police Dept	76 East Ridge	Ridgefield	12		5.0	11.00	4.83		4.83	6.17
Weston Emer Comm Center	56 Norfield Rd.	Weston	12		5.0	10.00	4.83	4.83	0.00	5.17
Wilton Police Dept	240 Danbury Road	Wilton	4		1.7	3.80			0.00	3.80
New Canaan Police Dept	174 South Ave.	New Canaan	8		3.3	6.80	0.20	0.20	0.00	6.60
Miles between Sites Total	132									
Map Miles Total	120.75									
RING 1A										
State Police "G"	149 Prospect St.	Bridgeport	7	from Trumbull	2.9	6.00	0.73		0.73	5.27
Bridgeport Fire Dept - this is new	581 North Washington Ave	Bridgeport	3		1.2	1.80			0.00	1.80
Stratford Police Dept	2750 Main St	Stratford	6		2.5	4.40			0.00	4.40
Milford Fire Dept	72 New Haven Ave.	Milford	7		2.9	5.50	0.35		0.35	5.15
Orange Police Dept	314 Lambert Rd.	Orange	5		2.1	4.70	0.55	0.35	0.20	4.15
West Haven ERS	200 Saw Mill Rd	West Haven	4		1.7	3.20	0.20	0.20	0.00	3.00
New Haven Emer Comm Center	1 Union Avenue	New Haven	6		2.5	6.00	0.10		0.10	5.90
Hamden Central Comm	2900 Dixwell Ave.	Hamden	11		4.6	8.00	0.20		0.20	7.80
Cheshire Police Dept	500 Highland Ave.	Cheshire	16		6.6	14.40	2.40		2.40	12.00
Northwest Ct Public Safety										
Comm Ctr	28 Cheshire Rd.	Prospect	9		3.7	6.60			0.00	6.60
Naugatuck Police Dept	211 Spring St.	Naugatuck	9		3.7	7.30			0.00	7.30
State Police "J"	638 Amity Rd.	Bethany	13		5.4	11.00			0.00	11.00
Woodbridge Police Dept	4 Meeting House Lane	Woodbridge	4		1.7	2.80	0.10		0.10	2.70

Seymour Police Dept	11 Franklin St.	Seymour	8		3.3	5.70	0.35	0.10	0.25	5.35
Ansonia	2 Elm St.	Ansonia	7		2.9	5.50	0.25	0.25	0.00	5.25
Derby Police Dept	125 Water St.	Derby	5		2.1	4.90	0.50		0.50	4.40
Shelton Police Dept	85 Wheeler St.	Shelton	4		1.7	2.50			0.00	2.50
Monroe Police Dept	7 Fan Hill Rd.	Monroe	11		4.6	8.60	2.65		2.65	5.95
Trumbull Police Dept	158 Edison Rd.	Trumbull	9		3.7	7.40	1.50	1.30	0.20	5.90
Miles between Sites Total	144								0.00	0.00
Map Miles Total	116.3								0.00	0.00
RING 2									0.00	0.00
Danbury Fire Dept	19 New St.	Danbury	17	from Brookfield	7.1	8.40	5.20		5.20	3.20
New Fairfield Emer Comm Center	302 Ball Pond Road	New Fairfield	9		3.7	7.50	0.33		0.33	7.17
New Milford Police Dept	49 Poplar St.	New Milford	20		8.3	18.30	0.83	0.33	0.50	17.47
Litchfield County Dispatch Center	452 Bantam Road	Litchfield	27		11.2	26.00	0.50	0.50	0.00	25.50
State Police "L"	452-A Bantam Rd.	Litchfield							0.00	0.00
Torrington Police Dept	576 Main St.	Torrington	9		3.7	8.00	0.50		0.50	7.50
Winsted Police Dept (Pt to Pt)	338 Main St.	Winsted	12		5.0	10.10	7.50		7.50	2.60
State Police "B" (Pt to Pt)	463B Ashley Falls Road	North Canaan	30.5		12.7	17.80	17.80		17.80	0.00
Canton Police Dept	45 River Road	Canton	23		9.5	19.70	1.10	0.50	0.60	18.60
Farmington Police Dept	319 New Britain Ave.	Farmington	11		4.6	9.80	1.30	0.60	0.70	8.50
Avon Police Dept	60 West Main St.	Avon	9		3.7	7.70	0.95	0.70	0.25	6.75
Newington Police Dept	131 Cedar St.	Newington	15		6.2	12.80	1.25	0.25	1.00	11.55
New Britain ERC	125 Columbus Blvd.	New Britain	7		2.9	5.50	0.25		0.25	5.25
Plainville Police Dept	27 Neal Court	Plainville	7		2.9	5.80	0.45		0.45	5.35
Southington Police Dept	69 Lazy Lane	Southington	6		2.5	4.60	3.70		3.70	0.90
Bristol Police Dept	131 North Main St.	Bristol	11		4.6	8.00	3.75	3.50	0.25	4.25
Plymouth Police Dept	80 Main St.	Terryville	6		2.5	5.00	3.40		3.40	1.60
Thomaston Police Dept	158 Main St.	Thomaston	5		2.1	2.70	2.70		2.70	0.00
Wolcott Police Dept	225 Nichols Rd.	Wolcott	22		9.1	8.30	0.85	0.25	0.60	7.45
Waterbury Police Dept	255 East Main St.	Waterbury	7		2.9	5.10	0.60	0.60	0.00	4.50
Watertown Police Dept	195 French St.	Watertown	10		4.2	12.20	0.20	0.20	0.20	12.00
Middlebury Police Dept	200 Southford Rd.	Middlebury	13		5.4	11.10	0.20	0.20	0.00	10.90
Southbury Police Dept	421 Main St. South	Southbury	7		2.9	6.00			0.00	6.00
State Police "A"	90 Lakeside Rd.	Southbury	2		0.8	1.30			0.00	1.30
Newtown Emer Dispatch	3 Main St.	Newtown	10		4.2	7.60	0.50		0.50	7.10

[illegible]

[illegible]

Willimantic Switch Board Fire	22 Meadow Street	Willimantic	27			11.2	24.40	10.00	10.00	0.50	14.40
Chfs Assoc											
Quinebaug Emergency Comm											
Center	55 Westcott Rd.	Danielson	23			9.5	21.00	21.00		21.00	0.00
State Police "D"	55 Westcott Road	Danielson								0.00	0.00
Putnam Police Dept	189 Church St.	Putnam	10			4.2	9.50	9.50		9.50	0.00
UConn Police Dept	126 N. Eagleville Rd.	Storrs	33			13.7	29.00	28.00		28.00	1.00
State Police "C"	1320 Tolland Stage Rd.	Tolland	11			4.6	9.00			0.00	9.00
Tolland County Mutual Aid											
Dispatch	56 Tolland Green	Tolland	2			0.8	2.20			0.50	2.20
Vernon Police Dept	725 Hartford Tpk.	Vernon	8			3.3	6.30			0.00	6.30
South Windsor Police Dept	151 Sand Hill Rd.	South Windsor	10			4.2	8.00			0.00	8.00
Glastonbury Police Dept	2108 Main St	Glastonbury	22			9.1	17.70	0.30		0.30	17.40
Miles between Sites Total	319.5										
Map Miles Total	266.7										
TOTALS			1286				1,061.35	244.54	47.49	198.05	816.81
15% Add for Maint Loop, Sag							1,220.55			227.76	939.33
TOTAL ESTIMATED MILES										227.76	1,878.66
ESTIAMTED COSTS										9,565,815.00	6,575,320.50
OTHER FEES										16,141,135.50	
Service Activation Fee											
(one time NRC)											
Yearly Cost once accepted			110.0	Curculits	\$8,100	PS # 1 Item 1	\$891,000.0		TOTAL	\$17,032,135.50	
Maintenance						Price of PS#1					
Off-Net Build			228			\$3,600.00	\$820,800.00				
On-Net			684			\$300.00	\$205,200.00				
							\$1,026,000.00	per year			



phone 585-697-5100
fax 585-568-8499
300 Meridian Centre
Rochester, NY 14618

March 25, 2009

eff date

Jacqueline Shirley
State of Connecticut
Department of Information Technology
Dir of IT Contracts and Purchasing
101 East River Drive
East Hartford, CT 06108-3274

Hi Jean-

Please consider this request to update the product schedule in Master Agreement B-00-021 Fibertech/State of Connecticut to include the following revisions:

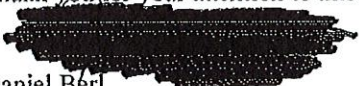
Add splicing cables-

In order to complete the end to end installation of the fiber optic cables, fusion splicing is required at certain locations along the existing fiber backbone and in certain building locations. Splicing for these fiber optic cables will have the following price schedule:

\$1000 per location and \$100 per fiber splice, per location.

(Therefore if there are 6 fibers being spliced at 4 locations it will be a 1 time fee of \$6,400.)

Thank you for your attention to this matter.


Daniel Berl
Regional Sales Director
Fibertech Networks



STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
101 East River Drive
East Hartford, CT 06108-3274
Contracts and Purchasing Division

October 15, 2008 *eff. 10/16*

Steve Spivey
Enterprise Sale Manger
Fibertech Networks
300 Meridian Centre
Rochester, NY 14618

Re: Master Agreement # B-00-021

Dear Mr. Spivey:

I have received your recent request to update the Product Schedule associated with the above-noted Department of Information Technology Master Agreement. **This updates items/services and adds new items/services to Product Schedule # 1.**

PRICING SCHEDULE for ETHERNET:

BASELINE PRICING - All pricing is 36 Month Contract

10 Meg Circuit -	\$ 750.00 per month	* currently on schedule
20 Meg Circuit -	\$ 850.00 per month	* currently on schedule
30 Meg Circuit -	\$ 895.00 per month	* currently on schedule
50 Meg Circuit -	\$ 995.00 per month	* new lower price
100 Meg Circuit -	\$1095.00 per month	* new bandwidth option

ADDITIONAL POTENTIAL CHARGES:

MILEAGE CHARGE: Any Circuit over 20 of our route miles (Hub to Spoke) -

10 Meg Circuit -	\$125.00 per month	* new lower price
20 Meg Circuit -	\$200.00 per month	* new lower price
30 Meg Circuit -	\$300.00 per month	* new lower price
50 Meg Circuit -	\$500.00 per month	* new lower price
100 Meg Circuit -	\$800.00 per month	* new lower price

NEW BUILD CHARGE:

Building Entry Charge: \$125.00 per month - this is for any building we currently do not have fiber in.
Lateral Extension Charge: \$125.00 per month for first ¼ mile of new build on public right of way required to reach the building being serviced
Lateral Extension Charge: \$400.00 per month for each ¼ mile of new build on public right of way (from ¼ mile to the first mile) required to reach the building being serviced *** (clarification for longer builds)

Lateral Extension Charge over 1 Mile:
\$1500.00 per month for each mile over the 1st mile of new build on public right of way required to reach the building being serviced *** (clarification for longer builds)

NEW TERM PRICING SCHEDULE:

BASELINE PRICING - All pricing is 60 Month Contract ** all 60 month pricing is new option

10 Meg Circuit -	\$ 700.00 per month
20 Meg Circuit -	\$ 800.00 per month
30 Meg Circuit -	\$ 825.00 per month
50 Meg Circuit -	\$ 925.00 per month
100 Meg Circuit -	\$1050.00 per month

ADDITIONAL POTENTIAL CHARGES:

MILEAGE CHARGE: Any Circuit over 20 of our route miles (Hub to Spoke) -

10 Meg Circuit -	\$125.00 per month
20 Meg Circuit -	\$200.00 per month
30 Meg Circuit -	\$300.00 per month
50 Meg Circuit -	\$500.00 per month
100 Meg Circuit -	\$800.00 per month

NEW BUILD CHARGE:

Building Entry Charge: \$125.00 per month - this is for any building we currently do not have fiber in.
Lateral Extension Charge: \$125.00 per month for first ¼ mile of new build on public right of way required to reach the building being serviced
Lateral Extension Charge: \$375.00 per month for each ¼ mile of new build on public right of way (from ¼ mile to the first mile) required to reach the building being serviced *** (clarification for longer builds)
Lateral Extension Charge over 1 Mile:
\$1250.00 per month for each mile over the 1st mile of new build on public right of way required to reach the building being serviced *** (clarification for longer builds)

PRICING SCHEDULE for Dark Fiber:

Following pricing is for dark fiber routes where the State will lease fibers and pay a monthly amount, rather than paying an upfront use charge (under the current agreement - 20 year lease). This is a new pricing option in addition to the current pricing afforded on Product Schedule 1 - dated January 22, 2007

BASELINE PRICING - All pricing is 60 Month Contract - NEW

On-Net (Fiber Network Already in Place) Fiber Miles: \$70.00 per mile
Usually two strands are required: \$140.00 per on-net route mile (assumes 2 strands)
Pricing is inclusive of maintenance charges (which on the 20 year IRU pricing were priced out separately)

Off-Net (newly constructed lateral miles – not including building entries)
\$1250.00 per off-net mile, includes 2 strands
Pricing is inclusive of maintenance charges (which on the 20 year IRU pricing were priced out separately)

For example: 2 buildings that were 4 miles apart (all on-net) and ½ mile off-net would have the following monthly lease rate:

$\$70.00 / \text{mile} * 4 \text{ miles} * 2 \text{ strands} = \$420.00 \text{ per month} - \text{contract term 60 months}$
 $\$1250.00 * \frac{1}{2} \text{ mile for offnet} - 2 \text{ strands} = \$625.00 \text{ per month} - \text{contract term 60 months}$

Total Monthly = \$1045.00 per month

Additional costs would be for building entrances and any digging required (pricing on original MA)

BASELINE PRICING - All pricing is 120 Month Contract - NEW

On-Net (Fiber Network Already in Place) Fiber Miles: \$65.00 per mile
Usually two strands are required: \$130.00 per on-net route mile (assumes 2 strands)
Pricing is inclusive of maintenance charges (which on the 20 year IRU pricing were priced out separately)

Off-Net (newly constructed lateral miles – not including building entries)
\$1150.00 per off-net mile, includes 2 strands
Pricing is inclusive of maintenance charges (which on the 20 year IRU pricing were priced out separately)

For example 2 buildings that were 4 miles apart (all on-net) and ½ mile off-net would have the following monthly lease rate:

$\$65.00 / \text{mile} * 4 \text{ miles} * 2 \text{ strands} = \$390.00 \text{ per month} - \text{contract term 120 months}$
 $\$1150.00 * \frac{1}{2} \text{ mile for offnet} - 2 \text{ strands} = \$525.00 \text{ per month} - \text{contract term 120 months}$

Total Monthly = \$915.00 per month

Additional costs would be for building entrances and any digging required (pricing on original MA)

In addition to these costs, the standard pricing for building entries and any additional underground construction will apply, see original MA. Those costs will still be charged as a one-time fee (non-recurring charge).



phone 585-697-5100
fax 585-568-8499
300 Meridian Centre
Rochester, NY 14618

April 29, 2008

Jacqueline Shirley
State of Connecticut
DOIT
101 East River Drive
East Hartford, CT 06108-3274

Dear Jacqueline,

In accordance with our conversation today regarding our multiple contract, please allow this request below to supersede the updated product schedule request recently made on March 7th, 2008. Therefore if you could please update the product schedule in Master Agreement B-00-021 Fibertech/State of Connecticut to include the following revisions:

Under section #4- COSTS FOR BUILDING ENTRY CONDUITS

4b. Change verbiage to read a 1 time Service Activation Fee of \$8,100 will apply for each lateral cable to be placed, terminated & installed.

4c. Change verbiage to read \$85/foot to construct a single 4" conduit from the public right of way to the building. (instead of \$150/ft)

Thank you for your attention to this matter.

Sincerely,

Daniel Berl
Regional Sales Director
Fibertech Networks



phone 585-697-5100
fax 585-442-8845
300 Meridian Centre
Rochester, NY 14618

April 1, 2008

Jacqueline Shirley
State of Connecticut
Director IT Contracts & Purchasing
101 East River Drive
East Hartford, CT 06108


Dear Jacqueline Shirley;

Please see the schedule below of Library phase locations that we would like to have added to the original bids #023-A-27-7027-C & B-00-021.

We are currently in the second year of the five year payout for this phase.

Library Phase	5 Year Cost	Annual Cost
1 Bridgeport Public Library	\$18,176	\$3,635
2 Danbury Public Library	\$13,138	\$2,628
3 Welles-Turner Memorial Library	\$11,627	\$2,325
4 Meriden Public Library	\$20,868	\$4,174
5 New Haven Free	\$34,701	\$6,940
6 New London Public Library	\$8,100	\$1,620
7 Stratford Library	\$29,381	\$5,876
8 Wallingford Public Library	\$11,627	\$2,325
9 Silas Bronson Library	\$18,740	\$3,748
10 Willmantic Public Library	\$20,868	\$4,174
11 Redding Middle School	\$146,425	\$29,285
12 Common Ground High	\$82,583	\$16,517
13 Russell Library	\$52,790	\$10,558
14 The Bridge Academy	\$75,973	\$15,195
Library Phase Total	<u>\$544,997</u>	<u>\$108,999</u>

Sincerely,


Michael Hurley
VP of Sales and Marketing
Fibertech Networks, LLC
300 Meridian Centre
Rochester, NY 14618

Customer Driven. To The Last Mile.

www.fibertech.com



300 Meridan Centre Rochester, NY 14618

March 7, 2008 *off date*

Jacqueline Shirley
State of Connecticut
Department of Information Technology
101 East River Drive
East Hartford, CT 06108-3274

Please update the product schedule in Master Agreement B-00-021 Fibertech/State of Connecticut to include the following:

New Construction ½ Mile Minimum	\$21,000
U/G Construction, Building Entrance Interduct (270')	\$ 2,160
Building Entrance Splicing	\$ 8,100
Annual Maintenance	\$ 3,600

Sincerely,

A blacked-out rectangular area redacting the signature of Steve Spivey.

Steve Spivey



STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
101 East River Drive
East Hartford, CT 06108-3274
Contracts and Purchasing Division

January 22, 2007 *off. date*

Steve Spivey
Enterprise Sales Manager
Fibertech Networks
480 Mansfield Avenue
Darien, CT 06820

Re: Master Agreement # B-00-021

Dear Mr. Spivey:

I have received your recent request to update the Product Schedule associated with the above-noted Department of Information Technology Master Agreement. This change includes the following:

LIT SERVICE Baseline pricing:

10 Meg Circuit: \$750.00/Month
20 Meg Circuit: \$850.00/Month
30 Meg Circuit: \$895.00/Month
50 Meg Circuit: \$1095.00/Month

New Building charge: \$125.00/Month any building that Fibertech is not built into.

Lateral Extension charge: \$125.00/Quarter mile build on public right of way to reach the building.

Circuits over 20 Fibertech route miles Hub to Spoke:

10Meg Circuit: \$875.00/Month
20 Meg Circuit: \$1050.00/Month
30 Meg Circuit: \$1195.00/Month
50 Meg Circuit: \$1495.00/Month
100 Meg Circuit: \$1895.00/Month

Given the Terms and Conditions of this agreement, the request to update the Product Schedule is approved. Please consider the services a part of the associated Master Agreement and file this approval with the appropriate agreement for future reference.

12/18/03
off. date

Fiber Technologies Market Addition

Market: Hartford
Customer: State of Conn
Sales Rep: Dan Berl
Fibers: 2 fibers
Construction: Aerial/Underground
Target: MCI
1 Gold Street to DOIT
Route: From existing underground network, interconnect with MCI at the existing splice point local and terminate fibers at DOIT
Term: 20 year

		Contract Cost
Construction Budget:	New Construction	
	New Aerial	
	Existing Network	3 miles
	building entrance	
	Splice point	1
	Building Connections	
	Total	\$22,336
Annual Building Interconnection Fee	Total Cost	\$4,200
	Aerial	
	UG	

The Annual Building Interconnection Fee will be charged annually, beginning upon acceptance of the cable and continuing up to 20 years.

Completion Date: 30 days from order date for existing structure

Projected Revenue:

Comments: State of Connecticut to provide easement into the building
Estimate assumes the availability of existing structure
Existing network costs are not included in cost estimate

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. 2022-55 P.O.
--	--

CONTRACTOR	(3) CONTRACTOR NAME Town of Berlin		(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 240 Kensington Road, Berlin, CT 06037		
STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - Bureau of Central Services, Financial Management Division, 79 Elm Street, Hartford, CT 06106		CONTRACTOR FEIN/SSN 06-6002016
CONTRACT PERIOD	(7) DATE (FROM) Execution	THROUGH (TO) Execution +3 years	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. <input checked="" type="checkbox"/> NEITHER

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 5 pages numbered A-1 through A-5 inclusive.</p> <p>Page 1 of 7</p> <p>Standard Terms and Conditions are contained in Pages 2 through 7 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 numbered B-1).</p> <p>Total Payments Not to Exceed the Maximum Amount of \$2,774,254.00.</p>		

(11) OBLIGATED AMOUNT \$2,774,254.00											
(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	
\$2,774,254.00	DEP43310	13019	41239	66099	DEPA00030100016	155005				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) <i>Arosha Jaywickrema</i>	TITLE Arosha Jaywickrema, Town Manager	DATE 2/1/22	
(25) AGENCY (AUTHORIZED OFFICIAL) <i>Katherine S. Dykes</i>	TITLE Katherine S. Dykes, Commissioner	DATE 2/28/2022	
(26) ATTORNEY GENERAL (APPROVED AS TO FORM) Joseph Rubin, Asst. Dep. A.G. Digitally signed by Joseph Rubin, Asst. Dep. A.G. Date: 2022.03.04 14:27:06 -0500		DATE	

DISTRIBUTION: CONTRACTOR

AGENCY

FUNDS AVAILABLE: /s/ David M Johnson 2/16/2022

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, unmatured, 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. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
4. 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.

5. 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.

6. 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.

7. 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.

- 8. 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.
- 9. 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.
- 10. 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.

11. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
 - (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
 - (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
 - (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.

18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.

29. 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.
30. 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.

APPENDIX A
SCOPE OF WORK

1. **Purpose:** To provide a grant-in-aid to the Town of Berlin ("Contractor") under the State's Urban Act program to provide for a) installation of a scoreboard at Sage Park and b) rehabilitation at Biscoglio Field at Berlin High School including installation of a synthetic turf playing surface and associated improvements.
2. **Project Title:** The Contractor shall perform a project entitled "Town of Berlin Improvements to Sage Park and Berlin High School" ("Project").
3. **Deliverables:**
 - a. **Scoreboard Replacement:** Upon final approval and execution of this grant agreement ("Contract") by all parties, the Contractor shall design and install a Daktronics Live Video Display and all associated audio-visual components ("Scoreboard"), together with associated site work, on Scalise Field at Sage Park. Following installation, the Contractor shall restore any area disturbed by such installation to its previous condition. Installation and any necessary restoration shall be completed within thirty-six (36) months of final approval and execution of the Contract.
 - b. **Biscoglio Field Improvements:** Upon final approval and execution of the Contract by all parties, the Contractor shall design and install a synthetic turf surface with shock pad and curbing at Biscoglio Field, together with associated site work. The Contractor shall also purchase and install necessary equipment for operation of the field, including but not limited to uprights, goals, safety netting, and a new scoreboard. Following installation, the Contractor shall restore any area disturbed by such installation to its previous condition. Installation and any necessary restoration shall be completed within twenty-four (24) months of final approval and execution of the Contract.
 - c. **Allowable Associated Costs:** Associated work for the above-described improvements shall include, as applicable, required surveying, design, bid package development, advertising, engineering, and architectural services.
4. **Design.** The Contractor shall ensure that the location, design, installation construction, design materials and work schedule related to this Project comply with all State of Connecticut building codes, the Americans with Disabilities Act, and are of a nature that will minimize maintenance and ensure public safety.
5. **Permits.** The Contractor is responsible for developing and obtaining all applicable permits prior to construction. No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor. The Execution of this Contract in no way constitutes the approval by the Agency or any other State

Departments of any permit needed by the Contractor to complete the Project as outlined above. The Execution of this Contract affords the Contractor no preferential treatment when seeking approval of any such permits.

6. **Easements.** The Contractor shall ensure that all necessary easements and/or rights-of-way are obtained and shall submit to DEEP a legal opinion indicating that such easements and/or rights-of-way have either been obtained or are not required.
7. **Ownership.** The Contractor represents that it has ownership of the property in the form of fee simple, free from any lien or claim that would prevent such land or buildings from being retained or utilized for the use or uses outlined above.
8. **Acknowledgment.** The Contractor shall provide credit to an Urban Act grant from the State of Connecticut administered through the Department of Energy and Environmental Protection for its contribution to the Project by erecting a sign stating such fact. The Contractor shall erect a permanent plaque or sign on the Project area acknowledging that said Project is a public recreational area and that said Project received a grant from the State of Connecticut administered through the Department of Energy and Environmental Protection.
9. **Accessibility to the Public.** Said Project is a public area and as such, it shall be open to the public. The public, for purposes of this Contract, shall be defined as any resident of any municipality, state, country or nation.
10. **Fees.** Should a parking/patron fee be levied on patrons to use the Property, the fee charged to nonresidents of the Town of Berlin shall not exceed twice that charged to residents. Where there is no charge to residents, but a fee is charged to nonresidents, nonresident fees cannot exceed those charged at comparable State or local facilities. Reservation, membership or annual permit systems available to residents must also be available to nonresidents, and the period of availability must be the same for both residents and nonresidents.

11. 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 <mailto: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.

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

Department of Energy and Environmental Protection
Clean Water & Capital Contract Administration Unit
Bureau of Central Services
Financial Management Division
79 Elm Street
Hartford, CT 06106-5127
DEEP.ContractAdmin@ct.gov

All Project-related **invoices** shall be submitted monthly accompanied by a payment submission letter signed by the authorized representative. Invoices should be compiled by service type and vendor and accompany the payment request. The payment letter should reference The PO #, PSA #, Project Title, amount, dates, and description of services covered by the invoices, and shall be submitted to:

Department of Energy and Environmental Protection
Clean Water & Capital Contract Administration Unit
Bureau of Central Services
Financial Management Division
79 Elm Street
Hartford, CT 06106-5127

13. Status Report: Following Execution of this Contract, the Contractor shall provide a Project status report to the DEEP – Clean Water & Capital Contract Administration Unit once every six months during the time in which this Contract is in effect. Such Project status report shall include a brief description (1 or more pages) indicating the work completed to date and the anticipated Project completion date.

14. 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.

15. Meetings. The Contractor will provide for and give advance notice to the DEEP of regular meetings attended by the Contractor and/or its designated project representative(s). The Contractor will provide for and give advance notice to the DEEP of meetings between the project engineering consultant(s), contractor(s) and the Contractor so as to allow the DEEP an opportunity to attend such meetings.

16. Subcontracting Award Procedures:

- a. Any subcontractor chosen by the Contractor to perform any portion of the above-described work must be listed as an approved contractor under the Department of Administrative Services Contractor Prequalification Program. Program requirements are described at DAS.Prequalification@ct.gov or (860) 713-5280.
- b. The Contractor agrees that when awarding service contracts for an amount less than \$10,000, it shall follow established contract awarding procedures. The Contractor

also agrees that competitive open bidding is required when awarding contracts in excess of \$10,000. The award shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the Contractor, price and other relevant factors considered. The Contractor must provide prior written justification to the Commissioner prior to the acceptance of a no-bid contract or the award of a contract to other than the lowest bidder and such contract awards are subject to the approval of the Commissioner. The Contractor shall obtain DEEP authorization prior to the award of any construction contract. Upon DEEP's authorization to award each construction contract, the Contractor shall forward a copy of the notice to proceed to DEEP.

- 17. Safety and Accident Prevention.** Contractor and all Contracting Parties must comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Contractor is responsible for assuring that all safeguards, safety devices, and protective equipment are provided. The Contractor will take all other reasonable actions necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of work on the Project.
- 18. Records:** The Contractor agrees to keep separate accounts by Project for the receipt and disbursement of all eligible funds for the Project.
- 19. Reimbursement Requests:** The Contractor shall submit requests for reimbursement in accordance with the attached Appendix B.
- 20. Final Report:** Prior to the expiration date of this Contract, the Contractor shall submit to the DEEP-Financial Management Division, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met. Said report shall include, but not be limited to, photos of the Project area, copies of applicable permits or certificates, certification that all elements of the Project scope as defined have been completed, and as-built plans, certified by a professional engineer (P.E.) licensed to practice in the State of Connecticut.
- 21. Final Financial Report:** Prior to the expiration date of this Contract, the Contractor shall submit a Final Financial Report to the DEEP-Financial Management Division, with supporting documentation sufficient to demonstrate expenditures identified in the Project proposal.

APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is Two Million Seven Hundred Seventy-Four Thousand Two Hundred Fifty-Four dollars (\$2,774,254.00).

Payments by the Commissioner shall allow for use of these 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. Funds shall be reimbursed for the successful completion of work described in Appendix A and contingent upon receipt and approval by DEEP of detailed invoices with any required supportive documentation. All payments to the Contractor are subject to review and approval by the Commissioner, at her sole discretion.
- b. Reimbursement requests shall be submitted no more frequently than monthly.
- c. The Final payment shall be reimbursed following completion of the Project to the Commissioner's satisfaction; review and approval by DEEP of a Final Report and Final Financial Report; and receipt of associated documentation demonstrating that all the elements of Appendix A have been met. Final payment shall be processed contingent upon receipt of detailed invoices with any required supportive documentation, subject to review and approval by DEEP.

APPENDIX C

SAMPLE FINAL FINANCIAL REPORT

Contractor Name: _____

PSA #: _____

DESCRIPTION	Award Costs	Other (Matching) Costs (if applicable)	Total Costs
Salaries			
Fringe @ _____ %			
Travel			
Contractual (specify)			
Equipment			
Printing			
Materials & Supplies			
Other (specify)			
Totals			

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.