January 2012
CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY
FINANCIAL REPORT AND CASH FLOW STATEMENT

REVENUES	Budget	Current Month	Year To Date	Balance	% Received
Municipal Contributions	91,500	0	91,500	0	100.00%
Transportation Planning Grant	642,576	36,084	232,539	410,037	36.19%
Paratransit Admin./Contractor	1,555,000	147,861	970,197	584,803	62.39%
Paratransit System Advertising	5,000	2,160	3,395	1,605	67.90%
SGIA	12,541	0	12,541	0	100.00%
R5EPT	2,500	0	1,299	1,201	51.96%
CEDS-Municipality	10,000	0	2,632	7,368	26.32%
CEDS - USEDA	20,000	19,423	19,423	577	97.12%
Pequabuck River Dam	164,500	0	82,250	82,250	50.00%
CERT Administrative	8,000	0	0	8,000	0.00%
Sustainable Communities	41,163	1,743	1,743	39,420	4.23%
Miscellaneous Revenues	1,000	5	867	133	86.71%
Budgeted Revenues	2,553,780	207,276	1,418,386	1,135,394	
58.00 % completed					

EXPENDITURES	Budget	Current Month	Year To Date	Balance	% Used
Salaries/Payroll Taxes/Workers Comp.	549,688	36,988	265,853	283,835	48.36%
Retirement/Administration	17,239	497	4,316	12,923	25.04%
Health/Life & STD Insurance	175,362	8,011	61,954	113,408	35.33%
Directors & Officers/Liability/Bonding Ins.	6,410	0	5,071	1,339	79.11%
Accounting/Legal	17,500	0	12,850	4,650	73.43%
Paratransit Contractor	1,465,000	139,546	901,561	563,439	61.54%
Equipment Service Contracts/Maintenance	3,500	94	3,492	8	99.77%
Equipment/Software Purchases	45,900	2,445	11,100	34,800	24.18%
Rent	30,180	2,515	17,605	12,575	58.33%
Office Cleaning	5,200	250	2,000	3,200	38.46%
Telephone/Postage	5,000	322	2,218	2,782	44.36%
Supplies	4,000	0	772	3,228	19.30%
Training/Workshops/Seminars/Conf.	18,000	490	2,677	15,323	14.87%
Travel in State/Meetings/Forums	22,615	336	9,744	12,871	43.09%
Dues/Subscriptions	11,346	1,015	5,454	5,892	48.07%
Publications	400	0	128	272	32.00%
CPC Referral Consultant	2,940	231	1,000	1,941	34.00%
Advertising	3,000	360	466	2,534	15.53%
Pequabuck River Dam	164,500	0	0	164,500	0.00%
Miscellaneous Expenditures	6,000	1,471	4,438	1,562	73.97%
Budgeted Expenses	2,553,780	194,571	1,312,699	1,241,082	

CASH ON HAND					
Checking Acct. Balance - BOA				249,320	
CT State Treas.Short-Term Investment Fund				4,156	
Money Market - BOA				139,596	
CD - Thomaston Savings Bank				100,760	
CD - Webster Savings Bank				50,078	
	TOTAL CASH ON HAND			543,910	

CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY
225 N MAIN STREET, SUITE 304, BRISTOL CT 06010 • WWW.CCRPA.ORG • 860.589.7820(P) • 860.589.6950(F)

MEMORANDUM

TO: Program, Finance and Personnel Committee
FROM: Carl J. Stephani, Executive Director

DATE: February 21, 2012

FOR AGENDA: March 1, 2012

SUBJECT: DATTCO One-year Paratransit Service Contract Extension

On May 7, 2009, the Agency Board authorized execution of a three-year contract with DATTCO for the provision of paratransit services to the Region. These subsidized transit services are federally mandated services that ConnDOT is required to assure the provision of to all citizens with disabilities who live within three-quarters of a mile of a regular, or "fixed route," transit service. Because ConnDOT prefers to pass this responsibility on to organizations more closely involved with their local populations than they are, ConnDOT contracts with various agencies throughout the state to provide paratransit service. We are ConnDOT's contractor for paratransit service in our Region. We screen the applicants for the service and, in turn, have a contract with DATTCO to actually operate the buses. Our current contract with DATTCO, which expires on June 30, 2012, allows for a one-year extension, and one more one-year extension after that.

Over the past three years we have had some issues with the reporting of certain types of data to us by DATTCO, and in the handling of some of our clients complaints by DATTCO staff. Upon further investigation, however, it turns out that to some extent those issues arose from the guidance, or lack of guidance, given to DATTCO by our former Transit Programs Manager. The contract extension we are recommending to you calls for those issues to be addressed by DATTCO by certain noted dates. These issues have been discussed thoroughly by DATTCO, ConnDOT and our staff. We all believe they are realistic conditions to the contract extension, and that there should be little or no confusion about what is being required.

On that basis, it is my

RECOMMENDATION

that your Committee

Recommend that the Agency Board authorize the execution of the attached Draft one-year contract extension with DATTCO for the provision of paratransit services to the Region.

cc: Agency Board

Attachment: Draft DATTCO One-year Paratransit Service Contract Extension

CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY
2225 N MAIN STREET, SUITE 304, BRISTOL CT 06010 • WWW.CCRPA.ORG • 860.589.7820(p) • 860.589.6950(f)

CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY (CCRPA)
AND
DATTCO INCORPORATED

CONDITIONAL CONTRACT EXTENSION FOR

CONTRACT BETWEEN THE CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY AND DATTCO INCORPORATED CONCERNING PROVISION OF AMERICANS WITH DISABILITIES (ACT) PARATRANSIT SERVICES

JULY 1, 2009 THROUGH JUNE 30, 2012

A. **Whereas.** The Central Connecticut Regional Planning Agency (CCRPA) and DATTCO, Inc. entered into a contract ("Contract") for the provision of paratransit services in accordance with the Americans with Disabilities Act (ADA) commencing July 1, 2009 and said contract may be extended for a maximum of two (2) years beyond the original expiration date, and whereas both parties are desirous of enacting an extension of the agreement, then,

B. THE GOVERNING BOARD has authorized a one (1) year extension from July 1, 2012 to June 30, 2013 contingent upon achievement of the following actions:
    a. Reservations and communication procedures to be implemented within 30 days of the execution of this agreement.
        i. A live reservationist will be available to take reservations from 8 AM to 5 PM, Monday through Friday. Clients will be able to call DATTCO, Inc. at 1-800-997-0700 during this time to speak to a reservationist to schedule a trip.
        ii. DATTCO will take reservations, cancellations, and schedule changes outside the hours 8 AM to 5 PM Monday through Friday, and on Saturday and Sunday via a live reservationist/dispatcher or at a minimum, by digital/mechanical means. Clients will be able to call DATTCO, Inc. at 1-800-997-0700 during this time and leave a message.
        iii. When a client calls outside the reservation hours, which are 8 AM to 5 PM Monday through Friday, and leaves a message, a reservationist will return the client's call on the following business day to confirm.
        iv. A live dispatcher will be available to answer client inquiries, including but not limited to inquiries regarding the status of a vehicle, during all hours

when a vehicle is on the road. A dispatcher will be available to answer inquiries from 6 AM to 9:30 PM, Monday through Saturday. However the hours of operation may vary depending on trips scheduled for the day. Such hours are also subject to change based on the operating schedules of CT Transit. Clients will be able to reach DATTCO, Inc. at 1-800-997-0700 if calling from 8 AM to 5 PM Monday through Friday. If clients call outside the hours 8 AM to 5 PM Monday through Friday, clients will be able to reach a live dispatcher at DATTCO, Inc. at (860) 229-4878 extension 662.

v. Dispatchers must have communication with all drivers during all hours of operation.

b. Staff training
   i. DATTCO, Inc. will develop and submit written customer service policies and procedures, acceptable to CCRPA, for all staff involved in the paratransit program within thirty (30) days of the execution of this agreement.
   ii. The customer service policies and procedures will be implemented and all staff involved in the paratransit program will receive training regarding them within sixty (60) days of the signing of this contract extension.
   iii. CCRPA will develop paratransit service policies and procedures and DATTCO, Inc will facilitate meetings with both DATTCO, Inc. paratransit office staff and drivers regarding them.

c. Data collection and reporting systems will be implemented by DATTCO, Inc. within 30 days of execution of this agreement.
   i. Trapeze will be consulted regarding monthly operating reports generated from Novus. Queries will be corrected to accurately reflect performance.
   ii. On a monthly basis, DATTCO, Inc. will report
      1. The number of demand and subscription trips requested
      2. The number of cancellations for both demand and subscription trips
      3. The number of no-shows for both demand and subscription trips
      4. The number of demand and subscription trips provided
      5. The number of wheelchair trips provided
      6. The number of non-wheelchair trips provided
      7. The number of denied trips
      8. The number of missed trips
      9. The number of trips outside the 30 minute pick-up window

10. The number of trips that were of excessive duration (in excess of 1.5 times the standard public transportation trip duration).
11. The total revenue hours
12. The total mileage

iii. DATTCO, Inc. will enter data into Novus by the 10th of each month to accompany the monthly invoice.

iv. DATTCO, Inc. will provide a monthly report to CCRPA on the number of answered calls, calls left on a mechanical device, and unanswered calls. For answered calls, DATTCO, Inc. will provide the telephone wait time. This report will accompany the monthly invoice.

v. DATTCO, Inc. will log and track all complaints. The complaint log will be available to CCRPA at any time upon request. DATTCO, Inc. will make all reasonable efforts to resolve complaints, and will inform CCRPA of unresolved issues. DATTCO, Inc. and CCRPA will meet once a month to review complaints.

d. The following accounting controls will be implemented by DATTCO, Inc. within 30 days of execution of this agreement.

i. DATTCO, Inc. will maintain detailed record of the sale of ticket books, driver daily cash out sheets, monetary deposits relating to ticket book sales, and monthly invoices which will be accompanied by a copy of the general ledger.

ii. DATTCO, Inc. will provide CCRPA with a written description of the procedure used to determine fuel usage and will determine fuel usage on a quarterly basis and submit its calculations to CCRPA.

iii. All monthly invoices and accompanying information will be provided to CCRPA by the 10th of the following month.

C. **Terms of Contract.** Both the Central Connecticut Regional Planning Agency and DATTCO, Inc. agree to extend the Contract for a period of one (1) year, from July 1, 2012 through June 30, 2013.

D. **Compensation.** DATTCO, Inc. shall be compensated for services rendered pursuant to this Contract at an hourly rate of $45.58 for Fiscal Year 2012-2013 based upon Revenue Vehicle Hours. All fares collected from passengers shall be retained by DATTCO, Inc. and offset the total amount requested in the monthly invoice. In addition to the hourly rate, DATTCO, Inc. will be compensated for all costs related to the purchase of Ultra-low sulfur #2 diesel fuel with the exception of Connecticut's diesel fuel excise tax. This amount will be billed separately and accompanied by a monthly report to CCRPA detailing fuel usage under the terms of this Contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

WITNESSES:

Central Connecticut Regional Planning Agency

By: _____ Seal
Carl J. Stephani
Executive Director

_____
Name

_____
Name

DATTCO Incorporated

By: _____ Seal
Louis A. DeVivo
Chairman/CEO

_____
Name

_____
Name

Date: _____

Attachment I

Definitions

1. The number of demand and subscription trips requested. This refers to the number of one-time trips for individual (non-recurring) appointments and the number of trips for recurring appointments that were scheduled.
2. The number of cancellations for both demand and subscription trips. This refers to the number of trips that were cancelled prior to the scheduled pick-up time for both one-time and recurring trips.
3. The number of no-shows for both demand and subscription trips. This refers to the number of trips that were missed by an individual without advanced notification for both one-time and recurring trips.
4. The number of demand and subscription trips provided. This refers to the actual number of both one-time and recurring trips performed.
5. The number of wheelchair trips provided. This also includes the number of scooter trips provided.
6. The number of non-wheelchair trips provided. This refers to the number of ambulatory trips provided.
7. The number of denied trips. This refers to the number of trips DATTCO, Inc. was required to provide but did not.
8. The number of missed trips. This refers to trips missed by DATTCO, Inc., including trips where the vehicle never arrived or if the vehicle arrived outside of the pick-up window and the rider decided to cancel the trip.
9. The number of trips outside the pick-up window. This refers to the number of trips where the vehicle arrived outside of the thirty (30) minute pick-up window, either more than fifteen (15) minutes before the scheduled pick-up time or more than fifteen (15) minutes after the scheduled pick-up time.
10. The number of trips that were of excessive duration. This refers to the number of trips where clients spent an unreasonable amount of time on the paratransit vehicle. To calculate this, a sample of trips for the month will be evaluated. The amount of time a client spent on the vehicle will be compared to the amount of time the same trip would have taken on the regular fixed route. If the amount of time on the paratransit vehicle is 1.5 times the amount of time a similar trip would have taken on the regular bus route, the trip duration will be considered excessive.
11. The total revenue hours. This refers to the hours billed to CCRPA by DATTCO, Inc. for the provision of paratransit service.
12. The total mileage. This refers to the total mileage the paratransit vehicles traveled for the provision of ADA paratransit service.

CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY

Serving Berlin, Bristol, Burlington, New Britain, Plainville, Plymouth, and Southington

225 North Main Street, Suite 304 Internet: http://ccrpa.org Tel: (860) 589-7820
Bristol, CT 06010-4993 Fax/TDD: (860) 589-6950 or (860) 224-9888

MEMORANDUM

TO: Agency Board
FROM: Francis R. Pickering. Senior Planner
DATE: March 1, 2012

SUBJECT: DEEP America the Beautiful Grant, Personal Services Agreement

CCRPA applied for and was awarded an America the Beautiful grant through the Connecticut Department of Energy and Environmental Protection's (DEEP) urban forestry program. The grant will enable Agency staff to conduct a project entitled "Greening the air: urban tree canopy assessment and enhancement for better air quality in New Britain." The project, which was developed in concert with and has the support of City staff, will measure the New Britain's tree canopy, including quantifying the extent to which trees improve the City's environment. The project will study future tree cover scenarios and the environmental benefits they may deliver, and will conclude with a targeted set of strategies, actions, and projects to realize these benefits. While the research part of the project is specific to New Britain, the project's conclusions will be generalizable to other urban areas in the region and state. The project is expected to be completed by December 2012. The grant will provide CCRPA with $8,000, to be matched one-to-one. (FY 2012/13 SGIA funds are expected to serve as the match.) A copy of the successful grant application is attached and provides more detail.

For CCRPA to draw on grant funds and begin work on the project, a Personal Services Agreement with DEEP and Certified Resolution must be executed. Copies of both documents are attached.

The grant will enable Agency staff to undertake advanced research and develop projects of benefit to the region. This work is otherwise unfunded; without the grant, such activities cannot occur.

On that basis, it is my

RECOMMENDATION

that your Board:

Approve the attached Personal Services Agreement and execute Resolution 20120202D.

ATTACHMENT(S): DEEP Urban Forestry Grant Application, Personal Services Agreement, Resolution No. 20120202D

Connecticut Department of

ENERGY &
ENVIRONMENTAL
PROTECTION

FEB 01 2012

January 30, 2012

DEEP Urban Forestry Grant Program

Enclosed for signature are 2 copies of a contract between **Central Connecticut Regional Planning Agency** and the Department of Energy and Environmental Protection providing funding for the DEEP Urban Forestry Grant Program project entitled "**Municipal Urban Forestry Planning and Maintenance.** ." Each contract consists of a packet containing a signature page, standard administrative terms and conditions and Appendices containing at a minimum a Scope of Work, Schedule of Payments and various reporting forms.

We request that the attached instructions be followed carefully and **the signed contracts and incumbency certification be returned to:**

The Department of Energy and Environmental Protection
Urban Forestry Grant Program
79 Elm Street
Hartford, CT 06106
Attn: Chris Donnelly

We appreciate your cooperation and assistance. If you have any questions or problems concerning the contract approval process, please feel free to contact me at 860.424.3699. Should you have any questions concerning the Scope of Work or Schedule of Payments, please contact Chris Donnelly at 860-424-3178.

Sincerely,

Ondria Lucky

Ondria Lucky
Grants and Contracts Manager
DEEP – Financial Management Division

cc: Chris Donnelly
Enclosures
Contracts
Processing Instructions
Model Incumbency Certification Language

79 Elm Street • Hartford, CT 06106-5127
Phone: (860) 424-3601
Fax: (860) 424-4071

Processing Instructions

1. Please obtain a signed and sealed "**incumbency certification**" indicating that the person signing the contract was the incumbent chief elected or executive official authorized to sign legal documents on behalf of your municipality on the date of the signing. The incumbency certification should be typed on municipal letterhead and must be attested to within 30 days of the date of contract signing. Model language is attached below for your use;
2. Have both contract signature pages (Personal Service Agreement form) signed by the official authorized in the incumbency certification to execute contracts with the DEEP (use only the space designated for contractor signature and title). Signatures must match typed names exactly. Be consistent with use of middle initials and any title such as Jr., III, etc.;
3. Return the contract in its entirety (as described in the first paragraph of this letter), along with the incumbency certification by the designated date, in order to obtain the remaining state approvals.

(Model Language For Use by Municipal Officials)

INCUMBENCY CERTIFICATION

I, [Name], [Clerk, etc.] of the [Town / City] of [Enter Municipality Name], DO HEREBY certify that as of [Date of Contract Signing], [Name of Incumbent Authorized Official] holds the office of the [Title of Authorized Official] and has held that office since [Date Appointed]. The [Title of Authorized Official] is the official authorized to enter into contracts on behalf of the municipality pursuant to CGS Sec. 7-148(c) as amended.

IN WITNESS WHEREOF, the undersigned has affixed [his/her] signature this [1st, etc.] day of [Month], [Year].

_____
Signature
[Clerk, etc.]

STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION

January 11, 2012

Francis R. Pickering
Senior Planner
Central Connecticut Regional Planning Agency
225 North Main Street, Suite 304
New Britain, CT 06010-4993

Dear Mr. Pickering:

Enclosed are two copies of the Personal Services Agreement (PSA) regarding the America the Beautiful Grant recently awarded to Central Connecticut Regional Planning Agency. This document will establish the grant between CCRPA and the Connecticut Department of Energy and Environmental Protection (DEEP).

Please begin the execution process by having the authorized signor execute and complete all fields in block 24 of both copies of the PSA. **Please do not sign the PSA in any block other than block 24.**

Resolution:

In addition to an executed Grant, the State's Attorney General requires a **signature resolution** that authorizes the individual named in the resolution to enter into the agreement and sign the Grant on behalf of the organization. **Please note that the resolution must mention the signer by name, not just by title.** The resolution must then be signed by a person affiliated with the organization, but not the same person authorized to sign the Grant.

I have enclosed a sample resolution. If you need additional information regarding the resolution, please do not hesitate to get in touch with me. In addition, details on the requirements regarding the resolution can be found at the following web site:
www.ct.gov/dep/lib/dep/business_forms/resolut.doc.

Certificate of Incumbency:

For elected officials, in addition to a resolution that authorizes that individual to sign on behalf of the municipality, a Certificate of Incumbency is also required. This certificate must indicate that date on which the individual authorized took office and how long his or her term of office is expected to last. This document must also be signed and dated by the appropriate municipal official.

Appendix "A"

The specific terms of the grant contract are given in Appendix "A". Please carefully review this appendix as it states the organization's responsibilities regarding the work to be done as part of this grant. It also details the requirements for reimbursement at the completion of the grant. It is important that this document is accurate and that you are in agreement with its terms. If there are any questions regarding the terms of said attachment, please let me know.

Federal Certification

Please also note the "Certification Regarding Lobbying" and "Certification Regarding Debarment" that are included as these are required by the Federal Government and must be signed and returned with the Grant. These documents do not require the municipal seal.

For "Subgrant Award Number or Project Name", you may put "America the Beautiful Grant".

Please return all forms and attachments. You will receive one of the copies of the fully-executed PSA after it has received the approval and signature of the DEEP's Deputy Commissioner. Please return the two signed copies of the enclosed PSA to:

Chris Donnelly
Urban Forestry Coordinator
CT DEEP Forestry
79 Elm Street
Hartford, CT 06106

If you have any questions, please call me at (860) 424-3178. I can also be contacted by e-mail, at chris.donnelly@ ct.gov, and by FAX at (860) 424-4070.

Sincerely,

Chris Donnelly

PERSONAL SERVICE AGREEMENT / GRANT / CONTRACT
Rev. 10/6/11 (DEEP Electronic Format)

America the Beautiful Urban Forestry Grant
Greening the Air: Urban Tree Canopy Assessment

STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

CHECK ONE:
☒ GRANT
☐ PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) ☒ ORIGINAL ☐ AMENDMENT

(2) IDENTIFICATION #s.
P.S.
P.O.

CONTRACTOR

(3) CONTRACTOR NAME
Central Connecticut Regional Planning Agency

(4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☒ NO

CONTRACTOR ADDRESS
225 North Main Street, Suite 304, Bristol, CT 06010-4993

CONTRACTOR FEIN/SSN
06-0837172

STATE AGENCY

(5) AGENCY NAME AND ADDRESS
DEEP - Forestry, 79 Elm Street, Hartford, CT 06106-5127

(6) Dept No.

CONTRACT PERIOD

(7) DATE (*FROM*) Upon Approval
THROUGH (*TO*) December 15, 2012

(8) INDICATE ☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. _____ ☒ NEITHER

COMPLETE DESCRIPTION OF SERVICE

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

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.
Appendix A consists of 2 pages numbered A-1 through A-2 inclusive.

Standard Terms and Conditions are contained in Pages 2 through 6 and are attached hereto and made a part hereof.

COST AND SCHEDULE OF PAYMENTS

(10)PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

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).

Total Payments Not to Exceed the Maximum Amount of $8,000.00

(11) OBLIGATED AMOUNT
$8,000.00

(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
$8,000.00	DEP44165	12060	22052	65099	DEPA00002011204	155001	2012			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. 22a-6(a)(2) as amended, 16 USC 2101-2114 Sec. 10(b)(3) CGS Sec. 7-148(c) as amended (mun. auth.)	
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE	DATE
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE Deputy Commissioner	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE:_____ DATE:_____

1. Executive Orders. The 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. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

2. 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 of the Contract.

(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 name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.

(f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party

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

3. 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.

4. 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 exceeding three thousand dollars ($3,000.00), 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. 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. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 outline 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.

11. Set Aside. State funded projects are subject to the requirements of CGS Sec. 4a-60g "Set-Aside program for small contractors, minority business enterprises, individuals with disabilities and nonprofit corporations" unless exempted from these requirements by the Department of Administrative Services Supplier Diversity Program. For contracts using non-exempted funding sources and subcontracting any portion of work, contractors are required to subcontract 25% of the total contract value to small businesses certified by the Department of Administrative Services and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by the Department of Administrative Services.

12. 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.

13. State Audit (for grants only). The Contractor receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Contractor receiving state funds must comply with the Connecticut General Statutes §§ 7-396a and the State Single Audit Act, §§ 4-230 through 4-236 inclusive, and regulations promulgated thereunder. The Contractor agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. For purposes of this paragraph, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the

Contractor. Such audit shall include management letters and audit recommendations. Such records will be made available to the state and/or federal auditors upon request

14. 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.
15. Affirmative Action and Sexual Harassment Policy. 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.
16. Campaign Contributions. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached *Notice to Executive Branch State Contractors of Campaign Contribution and Solicitation Limitations*.
17. 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 of this Contract, this section shall govern.
18. 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 accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
    (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.
19. 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.

20. 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.
21. 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.
22. 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.
23. 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.
24. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
25. 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.
26. Confidential Information of the Contractor. The Agency will afford due regard to a written request from the Contractor for the protection of the Contractor's proprietary and/or confidential information and the Agency will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with a bid and/or this 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 written request, the Contractor shall delineate with specificity which materials provided by the Contractor to the Agency, and in Agency's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or Record that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Additionally, the Contractor shall provide the Agency with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall 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. Additionally, the Contractor shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon the Agency or the State any 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 deemed confidential and/or proprietary by the Contractor 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. Nothing in this provision shall be deemed to impose upon the Agency or the State 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.
27. Protection of State 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 Department 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 Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

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 the Department.

28. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

29. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

30. Non-Federal Match Documentation: The value of in-kind services and direct funding used by the Grantee shall be at least equivalent to 50% of the total cost of this grant. This direct funding shall be apart from this grant and not from federal sources

APPENDIX A
SCOPE OF WORK

Purpose: To provide funding to allow the Central Connecticut Regional Planning Agency (here-in known as the Contractor) develop a plan for the City of New Britain that will outline how to increase tree cover and decrease air and water pollution in the City, and also reduce the urban heat island effect.

Description: The Contractor agrees to conduct a project entitled: Greening the Air: Urban Tree Canopy Assessment. During the course of this project, the Contractor will assess the urban tree canopy cover within the City of New Britain. It will then develop future tree canopy scenarios based on the existing tree canopy, and then select the one that it considers to be the desired future canopy cover. The Contractor will quantify the benefits of the current and desired future canopy cover and develop strategies, actions and projects to realize this desired future canopy cover.

Budget: The total cost of this grant is estimated to be at least $16,000.00. The maximum amount payable by DEEP shall be $8,000.00. The value of in-kind services and direct funding used by the Grantee shall be at least equivalent to 50% of the total cost of this grant. This direct funding shall be apart from this grant and not from federal sources.

Acknowledgement of Funding: Any publication or sign produced or distributed or any publicity conducted in association with this contract must acknowledge the support provided by the Division of Forestry of the Department of Energy and Environmental Protection and Northeastern Area State and Private Forestry, U. S. Forest Service, with language similar to the following: "this publication/project is made possible by a grant provided by the Connecticut Department of Energy and Environmental Protection Division of Forestry and funding provided by Northeastern Area State and Private Forestry, U. S. Forest Service."

ADA Publication Statement:
The following statement shall be incorporated into all **publications** prepared under the terms of this contract.

> The Department of Energy and Environmental Protection is an affirmative action/equal opportunity employer and service provider. In conformance with the Americans with Disabilities Act, DEEP makes every effort to provide equally effective services for persons with disabilities. Individuals with disabilities who need this information in an alternative format, to allow them to benefit and/or participate in the agency's programs and services, should call 860-424-3035 or e-mail the ADA Coordinator, at DEP.aaoffice@CT.Gov. Persons who are hearing impaired should call the State of Connecticut relay number 711.

When advertising any **public meetings** conducted under the terms of this contract, the above publications language should be used as well as the following statement:

> **Requests for accommodations must be made at least two weeks prior to the program date.**

All **videos** produced under the terms of this contract must be made available with closed captioning.

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

Urban Forestry Coordinator
Forestry Division
Department of Energy and Environmental Protection
79 Elm Street
Hartford, CT 06106-5127

In addition, all **invoices** must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice, and shall be submitted to the address listed above.

Permits: No work shall commence until all required local, state and federal permits and approvals have been obtained.

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:

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

If it is anticipated that the project can not 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.

Final Report: Within 60 days of the expiration date of this contract, the Grantee shall submit to the Urban Forestry Coordinator, a Final Report including documentation sufficient to demonstrate that all the elements of Appendix A have been met and expenditures were made in accordance with this agreement. Such documentation shall clearly indicate those expenditures that are to be reimbursed under the term of this grant, those expenditures that are to be considered as matching funds, and the nature and value of all in-kind services that are to be considered as a match to the awarded funds expended.

In order to clearly document these expenditures, a copy of any invoices received, cancelled checks associated with the payment of these invoices, or other records as necessary, shall be included in this report.

APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this contract is eight thousand dollars ($8,000.00). The amount payable under this contract shall in no case be greater than 50% of the total cost of the project. Total cost of the project shall include any costs directly paid by the Contractor in order to meet the terms of this grant, plus the value of in-kind services and additional direct funding used by the Contractor in meeting the terms of this grant.

Reimbursement of up to the maximum amount payable under this contract shall be released following completion of project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of Appendix A have been met, and contingent upon receipt of a detailed invoice with any required supportive documentation, subject to review and approval by DEEP.

Any overpayment of funds must be returned to the Connecticut Department of Energy and Environmental Protection through a check made payable to "Department of Energy and Environmental Protection" within 90 days of the contract expiration date.

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(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined 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 resulting 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 fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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

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

APPENDIX A.

This grant is a subgrant of Federal financial assistance and as such is subject to the following:

1. OMB Circular A-102, Uniform Administrative Requirements for Grants and Agreements with State and Local Governments, section 42, regarding the retention and access requirements for records.

2. Administrative requirements:
   (a) local agencies - all applicable state and federal laws and regulations
   (b) college/university/non profit organizations - OMB Circular A-110

3. Cost principles:
   (a) local governments - OMB Circular A-87
   (b) non profit organizations - OMB Circular A-122
   (c) college or university - OMB Circular A-21

CERTIFICATION REGARDING LOBBYING
(7 CFR 3018)

Certification for Contracts, Grants, Loans
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement:

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions:

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was

CERTIFICATION REGARDING LOBBYING
(7 CFR 3018)

[continued]

made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization Name | Subgrant Award Number or Project Name

Name and Title of Authorized Representative

Signature | Date

Appendix B.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS (7 CFR 3017)

(Before completing certification, read instructions below and on reverse)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

_____

Organization Name Subgrant award Number or Project Name

_____

Name and Title of Authorized Representative

_____

Signature Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out above.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is laster determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or

Appendix B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS (7 CFR 3017)

debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible", "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but it not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION — Representation By Entity For Contracts Valued at Less Than $50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

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INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at less than $50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN ENTITY:

I, _____ , _____ , of _____ ,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____ ,
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

_____ _____
Authorized Signatory Date

_____
Printed Name

Connecticut Department of ENERGY & ENVIRONMENTAL PROTECTION

APPLICATION FORM
DEEP Urban Forestry Grant Program

This form is to be returned with a written proposal of no more than 5 pages.

Under which Project Category does this proposal fall? (see listing on page 4)

Municipal Urban Forestry Planning and Maintenance

Project Title: Greening the air: urban tree canopy assessment and enhancement for better air quality in New Britain

Project Location (Municipality): New Britain

Name of Applicant: Central Connecticut Regional Planning Agency Federal ID #: 06-0837172

Applicant's Address: 225 N Main St Ste 304

City: Bristol State: CT Zip: 06010-4993

Contact Person: Francis R. Pickering Phone # and FAX #: 860-589-7820 x200

Contact Person's Title: Senior Planner e-mail: francis@ccrpa.org

Brief Description of Project: The project will assess the urban tree canopy in New Britain and develop an implementation plan to enhance and expand it. The project will measure the City's existing tree canopy, describe future canopy scenarios and select a desired one, quantify the benefits of the existing and desired future canopy (i.e., the ecosystem services they provide), and develop strategies, actions, and projects to realize the desired scenario. The project will provide a plan for the City and CCRPA to follow, that will significantly increase tree cover and decrease air and water pollution as well as the urban heat island effect in the City.

Total Amount of the Project: $16,000
(*Include Grant Request plus Match*)

Grant Funds Requested: $8,000

Local Cash Match to Be Provided: $8,000

Value of In-Kind Match To Be Provided: $0

Project Start Date: 12/1/2011 Project Ending Date: 9/30/2012

Please give the names of additional groups (if any) to be involved: City of New Britain, King's Mark RC&D

Stakeholders to be invited to participate are listed in the attached application.

Carl J. Stephani, Executive Director

Printed Name and Title of Authorized Representative

Signature

September 16, 2011

Date

Upon approval of the grant application, grantees must sign a Personal Services Agreement.
Return completed applications to: DEEP Division of Forestry, 79 Elm St., Hartford, CT 06106.
Completed applications must be received by 4:00 pm on Friday, September 16, 2011.

DEEP Urban Forestry Grant Application

Summary

Legal name of applicant Central Connecticut Regional Planning Agency

Federal ID number 06-0837172

Contact name Francis R. Pickering
address 225 N Main St Ste 304, Bristol, CT 06010-4993
phone number 860-589-7820 x200
fax number 860-589-7820
e-mail address francis@ccrpa.org

Project title Greening the air: urban tree canopy assessment and enhancement for better air quality in New Britain

Project cost $16,000

Requested grant amount $8,000

Project duration December 1, 2011-September 30, 2012

Purpose and objectives of the project CCRPA will assess the urban tree canopy in New Britain and develop an implementation plan to enhance and expand it. The project's objectives are to measure the City's existing tree canopy, describe future canopy scenarios and select a desired one, quantify the benefits of the existing and desired future canopy (i.e., the ecosystem services they provide), and develop strategies, actions, and projects to realize the desired scenario. The goal of the project is to provide a plan for the City and CCRPA to follow, and a template for others to learn from, that will significantly increase tree cover and decrease air pollution, water pollution, and the urban heat island effect in the City in the mid-term. (In addition to adding green infrastructure, Implementation of the plan also stands to expand wildlife habitat, save energy, shore up property values, and bolster economic development.)

Narrative

Activities proposed

CCRPA will undertake an Urban Tree Canopy assessment for New Britain. The assessment will be structured after the USDA Forest Service's Forest Opportunity Spectrum and conducted as follows.

CCRPA will determine how much urban tree cover New Britain has. Tree canopy in the City will be measured via remote sensing data. These include the National Land Cover Database and statewide aerial surveys. Tree coverage will be computed from these data using i-Tree and other techniques.

CCRPA will determine how this tree cover helps the City. The social and environmental benefits of the canopy will be evaluated. CCRPA will estimate the air pollution reduction, heat island mitigation, and carbon storage/sequestration capacity of the canopy. Given the large number of highway miles in New Britain and their proximity to neighborhoods, CCRPA plans to focus on the degree to which existing canopy mitigates air pollutants dispersed from Routes 9 and 72 in the City. To achieve this, current emissions and their uptake by City trees will be estimated. Where appropriate, CCRPA will employ emissions modeling software (e.g. Breeze AERMOD, SELMAGIS) to quantify these.

CCRPA will determine how much urban tree cover New Britain could have. Staff will assess the potential for tree canopy growth via GIS analysis. Land cover will be integrated with relevant data (e.g. terrain, roads, building, and parcels) to yield possible scenarios. Scenarios are expected to include maximum canopy as well as more realistic/cost-effective opportunities (e.g., planting of trees on City/State property; limited planting on private property; or a preselected canopy percentage).

CCRPA will determine how this potential urban tree cover would help the City. The benefits of each scenario will be quantified as before.

CCRPA will determine how much it costs to get there. Cost estimates for each scenario will be developed. Comparable experiences with the associated forest maintenance and urban reforestation opportunities will serve as the basis for the estimates; estimated costs will be verified with city staff. Based the analysis, CCRPA will identify a desired scenario and associated opportunities.

CCRPA will develop an implementation plan to get there. The plan will lay out a roadmap to the desired scenario, including strategies, actions, and projects; responsible parties; timeframes; and potential speed bumps on the way. The plan will emphasize strategies, actions, and projects with a high probability of success and a high benefit-cost ratio. These are expected to include changes to planning, development, and maintenance operations, as well as revision to local and regional plans and to the Long-Range Transportation Plan, as well as submission of projects under programs such as Congestion Mitigation & Air Quality and Transportation Enhancements.

CCRPA will distribute the plan and final report.
Staff will prepare a final report upon completion of the project. Staff will share the plan and report with USDA, DEEP, RPOs, and local governments. Where feasible and desired, CCRPA will undertake a similar project for other municipalities in its region.

Participants

CCRPA staff will carry out the project. Project staff will continue to consult with municipal officials. Stakeholders will be informed of the project and invited to participate. These include the:

- Health, Municipal Development (planning), Public Works, and Parks and Recreation Departments of the City of New Britain
- Arch Are, Broad Street, and East Side, and North Oak Neighborhood Revitalization Zones
- New Britain Downtown Development District
- Central Connecticut State University

- King's Mark Resource Conservation & Development
- Keep New Britain Beautiful

Equipment needed

CCRPA does not require new equipment for this project.

Project administration

The project will be administered by CCRPA. CCRPA has a strong history of successfully managing federal and State grants. Francis R. Pickering, CCRPA's Senior Planner, will be the Project Manager. Mr. Pickering has an M.A. in Environmental Management and is managing a dam removal project funded by DEEP. Timothy Malone, Regional Planner at CCRPA, will serve as Primary Researcher. Additional Agency staff may be involved as needed.

Timetable

Item	Completion date by end of
Kickoff meeting	December 2011
Data collection	January 2011
Data processing	February 2011
Determination of existing tree cover	March 2011
Existing benefits assessment	March 2011
Determination of potential tree cover (scenarios)	June 2011
Potential benefits assessment	June 2011
Cost estimates	July 2011
Municipal staff meeting	July 2011
Implementation plan (draft)	August 2011
Public meeting and draft review	September 2011
Final implementation plan and report	September 2011
Project submission	*Depends on program deadline.*

Anticipated end result

The project will culminate in an implementation plan for New Britain. The plan will quantify the existing forest resources in the city and the ecosystem services they provide, as well as the potential for growth in both. The implementation plan, which will guide the City and CCRPA, and is intended to serve as a template for others to learn from, will identify a desired future tree canopy and spell out the strategies, actions, and projects to be implemented to reach that goal. Projects described in the plan that entail significant costs will be presented in such a way as to make their translation into funding proposals as straightforward and effortless as possible.

CCRPA will work with New Britain and other stakeholders to put the strategies, actions, and projects listed in the implementation plan into effect upon its completion. For projects with an identified cost, CCPRA will submit funding proposals on the City's behalf. CCRPA expects to submit proposals to programs such as Transportation Enhancements and the Congestion Mitigation and Air Quality. While (as far as we know) neither program has been used for urban forestry projects in Connecticut, such work is eligible under both, and CCRPA has had considerable success funding environmental projects through nontraditional sources. (Most recently, FHWA awarded the Agency $800,000 to

complete purchase of the nearly 200-acre Plymouth Reservoir property.) CCRPA is excited to take advantage of the flexibility that many of these programs offer and looks forward to establishing a positive precedent for urban forests throughout the State.

Budget

The total project budget is $16,000. $8,000 is being sought through this America the Beautiful grant. CCRPA will commit $8,000 of staff time (drawn from its uncommitted General Fund) to the project. No equipment or supplies are required for this project; mileage and other consumables will not be charged to the project but covered by CCRPA. The only cost charged to the project will be staff time. An estimate of staff time and cost is below. Hourly estimates include necessary preparation time.

Item	Hours (est.)	Cost
Kickoff meeting	5	$225
Data collection	15	$675
Data processing	25	$1125
Determination of existing tree cover	40	$1800
Existing benefits assessment	80	$3600
Determination of tree cover scenarios	40	$1800
Potential benefits assessment	80	$3600
Cost estimates	30	$1350
Municipal staff meeting	2	$90
Implementation plan (draft)	20	$900
Public meeting and draft review	8	$360
Final implementation plan and report	10	$450
Project submission	*Depends on program.*	*Will not be charged to project.*

Benefits

Background

Such an assessment is critically needed in New Britain for the following reasons:

The need for greenery is great. At over 5,000 persons per square mile, the City is extremely dense. Such high population concentration limits green space per capita at the same time as it elevates the aggregate demand for it. Many residents do not have access to a private yard or public park. (DEEP has designated New Britain an Environmental Justice community.) In addition, car ownership rates are low. Many residents cannot drive to a park; they are restricted to what is in walking or bus riding distance. A healthy, dense urban forest is all the more vital in such an environment.

Asphalt covers the city. Four expressways carve up the City; highway rights-of-way account for 18.7% of the City's area. This limits tree cover and contributes to high levels of air, noise, and heat pollution.

The air in the City is polluted and results in negative health outcomes. The high number of vehicle miles traveled and the concentration of point source emitters (industrial operations) in and around the City contribute to air quality that is worse than Hartford County as a whole (which already fails to

meet federal air quality standards). The Department of Public Health has ranked New Britain 5th of all municipalities in the state for emergency room visits and hospitalizations prompted by asthma. Infant mortality rates, which air quality influences, in the City are above the State average and rising.

Water pollution is a problem. The City's primary watercourses, the Quinnipiac River and Willow Brook, are polluted; contamination is consistent with urban runoff.

The City has lost many trees. Trees can significantly reduce air (and water) pollutant concentrations and their health effects, yet the City has lost a large proportion of its historical tree cover.

Municipal resources are limited. The City lacks the resources to conduct an urban tree canopy assessment, including assessment of current and potential future pollution reduction potential. Unemployment stands at 13.3%, 23.0% of the population is below the poverty line, and property values are depressed in New Britain. DECD has designated the City a Distressed Municipality.

Benefits

The project will achieve the following benefits:

Urban tree canopy will be assessed. For the first time, tree cover across the city will be measured. The project will quantify overall coverage as well as identify locations where it could be improved (i.e., the potential, desirable future tree canopy).

The benefits of the urban tree canopy will be quantified. This analysis will provide an empirical basis for maintenance of the existing urban forest and to support its future restoration and expansion. This will play a central role as New Britain and State pursue redevelopment projects in the City. Funded projects that New Britain, CCRPA, and the State are pursuing that stand to benefit from this project include the New Britain-Hartford Busway, station-area transit-oriented development, downtown redevelopment, streetscape enhancement, and the continued transformation of the campus of Central Connecticut State University.

The project will lay in a well-defined course and build momentum for change. The project will produce an implementation plan with a priority list of well-defined strategies, actions, and projects. Strategies and actions will integrate into local planning, development, and maintenance operations, as well as into regional planning and project development processes. It is hoped that project will serve as a template for other cities and regions in the state; CCRPA also expects that it will directly result in the submission of funding proposals under programs such as Transportation Enhancements and Congestion Mitigation & Air Quality.

Significant, demonstrable benefits to the environment and public health will be made possible. Uncertainty about the extent of the existing urban tree canopy, the potential for its expansion, and the effects of such growth on local air quality stymy otherwise meritorious projects. By completing the necessary analysis and planning, the project will eliminate this uncertainty and enable feasible implementation strategies, actions, and projects to be put into effect.

CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY
Serving Berlin, Bristol, Burlington, New Britain, Plainville, Plymouth, and Southington
225 North Main Street, Suite 304, Bristol, CT 06010-4993 · tel/fax: 860-589-7820 · http://ccrpa.org

Resolution No. 20120202D

DEEP America the Beautiful Grant, Personal Service Agreement

I, Donald Naples, Secretary of the Central Connecticut Regional Planning Agency, a regional planning agency organized and existing under the laws of the State of Connecticut ("the Agency") do hereby certify and that the following is a true and correct copy of a resolution duly adopted at a meeting of the Agency Board of the Central Connecticut Regional Planning Agency duly held and convened on March 1, 2012, at which meeting a duly constituted quorum of the Agency Board was present and acting throughout and that such resolution has not been modified, rescinded, or revoked and is at present in full force and effect.

RESOLVED: That Carl J. Stephani, the Executive Director of the Central Connecticut Regional Planning Agency, is empowered and authorized to execute and deliver in the name and on behalf of this Agency a certain contract with the State of Connecticut, Department of Energy and Environmental Protection, and to affix the corporate seal. Carl J. Stephani currently holds the office of Executive Director of the Central Connecticut Regional Planning Agency and has held that office since November 13, 2000.

IT WITNESS WHEREOF, the undersigned has affixed his signature and the corporate seal of the Agency this first day of March, 2012.

Secretary, Central Connecticut Regional Planning Agency

CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY

Serving Berlin, Bristol, Burlington, New Britain, Plainville, Plymouth, and Southington

225 North Main Street, Suite 304
Bristol, CT 06010-4993

Internet: http://ccrpa.org
Fax/TDD: (860) 589-6950

Tel: (860) 589-7820
or (860) 224-9888

MEMORANDUM

TO: Agency Board
FROM: Ethan C. Abeles, Transportation Planner

DATE: February 22, 2012

FOR AGENDA: March 1, 2012

SUBJECT: STIP/TIP amendment for new Town of Plymouth project 110-134 (Plymouth Reservoir Preservation/Thomaston Dam Access)

The short time frame required for approval of this amendment means the Transportation Improvement Committee was unable to review it for recommendation to this Board. This amendment will add this new STIP/TIP project funded with $800,000 from the Public Lands Highway Discretionary Program (PLHD) and an $815,000 local match comprised of a DEEP grant and a contribution from the water company.

This project will use these funds to acquire and preserve the Plymouth Reservoir as open space (177 acres). These trails will link the Dam with the Reservoir in the immediate area, establishing a continuous recreational and wildlife corridor, and creating the first significant riverside trail in Western Connecticut.

This project exemplifies the commitment to the preservation of public lands and open space within our region that is strongly supported by CCRPA. On that basis, it is our

RECOMMENDATION

That your Board

Approve STIP/TIP amendment for new Town of Plymouth project 110-134

Attachment: Amendment Descriptions

Project 110-134:

FACode	Proj#	Town	Description	Phase	Year	Tot$(000)	Fed$(000)	Sta$(000)	Loc$(000)	Comments
PLHD	0110-0134	PLYMOUTH	PLYMOUTH RESERVOIR PRESERVATION - THOMASTON DAM ACCESS	ROW	2012	1,615	800	0	815	NEW PROJECT

Bureau of Policy and Planning

Project No	Region	Route	Town	Description	Project Manager
0110-0134	9		Plymouth	Plymouth Reservoir Preservation - Thomaston Dam Access	

Phase	Year	FA CODE	TOTAL	FEDERAL	STATE	LOCAL	Fiscal Impact:	2010	2011	2012	2013	FYI
RW	2012	PLHD	1,615,000	800,000	0	815,000		0	0	800,000	0	0

Revision Code 05-New project

amendment: Add new project - FY2011 Public Lands Highways Discretionary Program (PLHD) - Funds will be used to acquire and preserve the Plymouth Reservoir as open space (177 acres). These trails will link the Dam with the Reservoir in the immediate area, establishing a continuous recreational and wildlife corridor, and creating the first significant riverside trail in Western Connecticut.

0110-0134 RW *Phase Total:* 1,615,000 *Federal Share:* 800,000 *State Share:* 0 *Local Share:* 815,000