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: Agency Board
FROM: Carl J. Stephani, Executive Director

DATE WRITTEN: February 12, 2014
FOR AGENDA:

SUBJECT: Election of Officers

The Agency's Bylaws specify four offices for the Agency Board: Chair, Vice Chair, Treasurer, and Secretary. With the resignation of all former Board members the Agency is left without officers. Each Board officer has responsibilities in relation to the conduct of meetings, the signing certain documents, and so forth.

Section V.A of the Agency's Bylaws states that:
"In the event of a vacancy, a successor shall be elected at the next meeting of the Agency Board to serve the unexpired term."

On that basis, it is my

RECOMMENDATION
that your Board
Allow me to conduct a simple open procedure for the nomination and election of Agency Board Officers who will serve terms thru June 30, 2014;
OR,
Determine how you wish to go about electing Board Officers and complete that process.

January 2014
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	91,501	-1	100.00%
Transportation Planning Grant	457,072	34,742	277,174	179,898	60.64%
Paratransit Admin./Contractor	1,825,000	155,892	1,068,347	756,653	58.54%
State Grant In Aid (SGIA)	125,000	0	62,500	62,500	50.00%
Paratransit System Advertising	500	3,174	5,099	-4,599	1019.80%
R5EPT	1,400	0	650	750	46.43%
CEDS-Municipality	20,000	0	20,000	0	100.00%
EDA Disaster Recovery	111,258	0	0	111,258	0.00%
FEMA Natural Hazard	8,733	0	0	8,733	0.00%
Pequabuck River Dam	82,250	0	0	82,250	0.00%
Pequabuck River Dam (3rd)	100,000	0	0	100,000	0.00%
CERT Administrative	8,000	0	4,000	4,000	50.00%
Sustainable Communities	75,000	0	15,397	59,603	20.53%
EDA - EDD	33,500	0	0	33,500	0.00%
RPI - GIS Mapping	74,670	0	0	74,670	0.00%
FMPP - Urban Oaks	70,533	0	43,348	27,185	61.46%
Litchfield Natural Hazard	20,000	0	0	20,000	0.00%
Miscellaneous Revenues	1,000	6	6,388	-5,388	638.82%
Budgeted Revenues	3,105,416	193,814	1,594,404	1,511,012	
58% completed					

EXPENDITURES	Budget	Current Month	Year To Date	Balance	% Used
Salaries/Payroll Taxes/Workers Comp.	803,544	89,003	418,080	385,464	52.03%
Retirement/Administration	27,757	2,240	10,564	17,193	38.06%
Health/Life & STD Insurance	118,540	8,115	55,788	62,752	47.06%
Directors & Officers/Liability/Bonding Ins.	7,810	0	5,521	2,289	70.69%
Accounting/Legal	17,500	0	10,500	7,000	60.00%
Paratransit Contractor	1,705,000	141,126	992,069	712,931	58.19%
Equipment Service Contracts/Maintenance	5,000	0	1,039	3,961	20.78%
Equipment/Software Purchases	21,002	1,222	14,626	6,376	69.64%
Rent	33,500	2,836	18,570	14,930	55.43%
Office Cleaning	6,600	285	2,070	4,530	31.36%
Telephone/Postage	5,000	674	4,046	954	80.92%
Office Upgrades	7,000	0	0	7,000	0.00%
Supplies	3,000	187	1,074	1,926	35.80%
Training/Workshops/Seminars/Conf.	18,000	449	15,134	2,866	84.08%
Travel in State/Meetings/Forums	15,200	1,424	8,735	6,465	57.47%
Dues/Subscriptions	15,010	260	8,425	6,585	56.13%
Publications	400	0	0	400	0.00%
Advertising	2,000	0	469	1,531	23.45%
Pequabuck River Dam	42,250	533	2,511	39,739	5.94%
Pequabuck River Dam	100,000	0	0	100,000	0.00%
RPI GIS Mapping	74,670	16,469	31,898	42,772	42.72%
FMPP Urban Oaks	68,033	0	42,561	25,472	62.56%
Miscellaneous Expenditures	8,600	0	2,785	5,815	32.38%
		0			
Budgeted Expenses	3,105,416	264,823	1,646,465	1,458,951	

CASH ON HAND					
Checking Acct. Balance - BOA				34,445	
CT State Treas.Short-Term Investment Fund				4,167	
Money Market - BOA				88,291	
CD - Thomaston Savings Bank				101,461	
CD - Webster Savings Bank				49,838	
	TOTAL CASH ON HAND			278,202	
Accounts Receivable			60,225		
Accrued Liability - Staff vacation/sick payout			105,965		

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: Agency Board
FROM: Carl J. Stephani, Executive Director

DATE WRITTEN: February 11, 2014
FOR AGENDA: February 18, 2014

SUBJECT: Planning and Zoning Referral Review Committee (RRC)

One of the functions of the Central Connecticut RPA is the review of proposals for changes in planning or zoning proposed by its member towns, or towns in the surrounding area. Those reviews used to be completed by a standing committee of the Agency called the Regional Plan Committee (RPC). The RPC comprised the Board representatives appointed by each of the seven member towns' Planning Commissions.

Now that there are no Planning Commission representatives on the Board, there is no one to complete the planning and zoning referral reviews.

In response to that situation, it was suggested that a new special committee be established, as provided for in the Agency's Bylaws, whose only responsibility would be the review of planning and zoning referrals. It was also suggested that the former members of the RPC be invited to serve on this new committee, which could be called the Planning and Zoning Referral Review Committee (RRC).

On February 4, 2014, I contacted the former members of the RPC to invite them to serve on the yet-to-be-established Planning and Zoning Referral Review Committee with the following results:

Former Comprehensive Plan Committee Members Willing to Accept an Appointment to the RPC						
Berlin	Dennis Kern	no		Plainville	Jennifer Bartiss-Earley	yes
Bristol	Don Padlo	yes		Plymouth	Carl Johnson	*?
Burlington	Paul Raichelles	no		Southington	Rudy Cabata	yes
New Britain	Steve Schiller	yes				

* this member was not able to be reached as of the preparation of this memorandum

The CEOs of Berlin, Burlington, and Plymouth can nominate representatives from their Towns to fill the otherwise vacant positions.

The Referral Review function is a function assigned by statute to a town's Regional Planning

Organization. As you know, the CCRPA's RPO functions are being moved some time between August 2014 and December 31, 2014, to adjacent Councils of Government. Therefore this Committee should be established with the clear understanding that it would cease to exist as soon as all seven CCRPA towns have formally joined their future RPO (i.e., the Council of Governments serving Hartford, Waterbury, or Litchfield)

In the past, the Regional Planning Committee has utilized the following procedures, which have proven effective for them:

> The RPC acts on behalf of the Agency Board in relation to all types of referrals requiring an advisory report, providing that the RPC decision is unanimous; non-unanimous decisions are automatically referred to the Agency Board. The RPC may also recommend that significant referral items be acted upon by the Agency Board, even if the Committee decision on the item is unanimous."

On that basis, it is my

RECOMMENDATION

that your Board

Authorize the establishment of a Planning and Zoning Referral Review Committee (RRC) with the following constraints:

A. Purpose - to complete reviews of land development and regulation proposals as required under the Connecticut General Statutes;

B. Membership - one representative from each member town appointed by the Agency Board;

C. Procedures - acts on behalf of the Agency Board, when making unanimous decisions; refers non-unanimous decisions to the Agency Board for final action.

D. Dissolution - when the member towns have each joined adjacent Councils of Government the RRC is automatically dissolved.

cc: Padlo, Schiller, Bartiss-Earley, Cabata

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: Abigail St. Peter, Associate Planner
DATE: February 11, 2014
FOR AGENDA: February 18, 2014
SUBJECT: Execution of a contract with First Transit, Inc. for the provision of paratransit service

CCRPA has a contract with the Connecticut Department of Transportation (ConnDOT) through June 30, 2018 to provide paratransit service to the Central Connecticut Region. Paratransit is transportation service for individuals who, because of disability, cannot use the local (CTTRANSIT) bus system. By federal law, paratransit must be provided within ¾ miles of local bus routes. CCRPA contracts with a transportation provider for paratransit service. Contractor responsibilities include transportation of riders, provision and maintenance of vehicles, scheduling and dispatching, staff training, and related tasks required for the provision of the service.

DATTCO, Inc. has provided paratransit service to the region since 1993. The current five-year term of CCRPA's contract with DATTCO ends June 30, 2014. Provision of paratransit service in the region beyond this date will require a new contract, which in turn must be arrived at through an open and competitive process.

On November 1, CCRPA released a request for proposals for the provision of paratransit services from July 1, 2014 to June 30, 2018. Proposals were due December 16. CCRPA received proposals from DATTCO, Inc.; First Transit, Inc.; and Ride Right, LLC. A selection committee of representatives from ConnDOT, CCRPA, the ADA Advisory Committee, and a transit district with experience in paratransit reviewed and scored all proposals. First Transit, Inc. had the highest score and the selection committee recommended that CCRPA enter into contract negotiations with First Transit, Inc. At its January 9 meeting, the Agency Board unanimously voted to authorize the Executive Director to begin negotiations with First Transit, Inc. for the provision of paratransit services.

Attached is the contract with First Transit, Inc. The contract is very similar in content and scope to the current contract between CCRPA and DATTCO. The contract has been reviewed by our attorney.

On that basis, it is the

RECOMMENDATION

that your Board:

Authorize the Executive Director to execute the contract with First Transit, Inc. for the provision of paratransit services from July 1, 2014 to June 30, 2018 as it is currently drafted and with any changes by First Transit, Inc. that are found to be acceptable following review by CCRPA's attorney.

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

Contract between the Central Connecticut Regional Planning Agency and First Transit, Inc. Concerning the Provision of Americans with Disabilities Act (ADA) Paratransit Services

THIS AGREEMENT concluded at Bristol, this first day of July, 2014 by and between the Central Connecticut Regional Planning Agency or its successors and assigns, hereinafter referred to as CCRPA, and First Transit, Inc., Brian Beechem, Assistant Secretary, having its address at 600 Vine Street, Suite 1400, Cincinnati, Ohio, 45202, hereinafter referred to as First Transit.

THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. Terms of Contract and Modification by Addenda. This Contract shall be and remain in effect for the period commencing July 1, 2014 and ending June 30, 2018 unless previously terminated in accordance with any other provision of this Contract. This Contract may be modified by addenda as necessary to provide continuous paratransit service. Such addenda shall be limited to annual budgets, performance criteria, and maintenance criteria. Each addendum shall be signed by both parties, attached hereto, and made a part of the Contract. CCRPA assumes no liability for payment under the terms of this Contract until it is notified that said Contract has been approved as to form by the State of Connecticut Department of Transportation (ConnDOT).

2. Compensation. First Transit shall be compensated for its services rendered pursuant to this Contract at an hourly fixed rate of $51.11 for Fiscal Year 2014-2015, $53.38 for Fiscal Year 2015-2016, $55.24 for Fiscal Year 2016-2017, and $56.69 for Fiscal Year 2017-2018, based upon revenue vehicle hours. All fares collected from passengers shall be retained by First Transit and offset the total amount requested in the monthly invoice.

3. Termination.

A. Convenience/Lack of Funding. CCRPA may terminate this Contract, in whole or part, upon ninety (90) days written notice for convenience/lack of funding by written notice sent by certified mail, return receipt requested, to First Transit. If CCRPA terminates the Contract for convenience/lack of funding, First Transit shall be paid its full cost for services satisfactorily performed up to the date of termination. CCRPA assumes no liability for leases or other contractual agreements entered into by First Transit related to providing service for CCRPA. First Transit shall submit its request for payment, together with supporting documentation to CCRPA within thirty (30) days from the date of termination.

B. Default

1. Default in Obligation. If First Transit shall fail to perform any of the obligations secured by this Contract.
2. Default in Contract. If First Transit shall fail to perform any covenant, condition or provision of this Contract.
3. Insecurity. If CCRPA shall at any time deem itself insecure in that CCRPA in good faith believes that the prospect of payment or performance is impaired.
4. Miscellaneous. Without in any way limiting the generality of the foregoing:
    a. If First Transit shall fail to comply with any statute, requirement, rule, regulation, order or decree, of any federal, state, municipal or other governmental authority relating to the Contract.
    b. If the Contract be levied upon by virtue of an execution issued upon any judgment or any other process.
    c. If First Transit be insolvent.
    d. If a petition or arrangement in bankruptcy be, or is to be, filed against First Transit.
    e. If a general assignment for the benefit of creditors be made by First Transit.
    f. If an application for receivership of any nature be, or is to be filed, or a receiver of First Transit's property be appointed in any action or proceeding.
5. Termination shall be affected by serving written notice of Termination by certified mail, return receipt requested, to First Transit setting forth the manner in which First Transit is in default and the effective date of termination.
6. First Transit will only be paid for service performed in accordance with the manner of performance set forth in the Contract less any damages to CCRPA caused by such default through the Date of Termination.
7. Further Remedies upon Default.
    a. General. In the event of default under this Contract, First Transit and CCRPA have the rights and remedies provided in this Contract.
    b. Duty of First Transit to assemble records and Contracts. In the event of default First Transit shall upon request of CCRPA assemble all the records, and contracts and make them available to CCRPA at the place designated by CCRPA, which is reasonably convenient to both parties.

4. <u>Indemnification.</u> First Transit shall defend, indemnify and hold CCRPA, its officials, employees, and agents harmless from any and all claims, demands or actions for personal injuries or property damage arising from First Transit's actions, omissions or negligent performance of services under the Contract. Should CCRPA be joined or named as a party in any claim, suit, action or other legal proceeding arising out of the work performed by First Transit under this Contract, First Transit shall defend and hold CCRPA and its officials and employees harmless from the same, and shall pay all costs and expenses, including attorney's fees and defense costs incurred in connection therewith.

5. <u>Americans with Disabilities Act.</u> This clause applies to those who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990, Public Law 101-336, during the term of the Contract. First Transit represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of First Transit to satisfy this standard as the same applies to performance under this Contract, either now or during the term of the

Contract as it may be amended, will render the Contract voidable at the option of CCRPA upon written notice to First Transit. First Transit warrants that it will hold CCRPA harmless and indemnify CCRPA from any liability which may be imposed upon CCRPA as a result of any failure of First Transit to be in compliance with this Act, as the same applies to performance under this Contract.

6. Excusable Causes of Nonperformance. In the event that First Transit is rendered unable wholly or in part by a Force Majeure, as defined herein, to carry out its obligations under this Contract, it is agreed that on written notice to CCRPA setting forth the particulars of such Force Majeure, the obligations of First Transit to the extent affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall as far as possible be remedied with all reasonable dispatch. The term Force Majeure as employed herein shall mean acts of god, riots, embargoes, wars, blockades, insurrections, strikes and work stoppages, fires, snow, ice, floods, governmental orders or regulations, accidents and other contingencies beyond the reasonable control of First Transit and by which the exercise of due diligence, First Transit is unable to prevent or overcome.

7. Maintenance and Audit of Records. As required by CCRPA, the records, books, documents, and accounting procedures and practices of First Transit and of any subcontractor relating to work performed pursuant to this Contract shall be subject to audit and examination by CCRPA and Federal or State auditors. First Transit and any subcontractor shall permit CCRPA or its designees to inspect, copy and audit its accounts, records, and business documents to include First Transit employees salaries, hourly wages, insurance information etc., at any time during regular business hours, as they may relate to the performance under this Contract. Failure to do so shall be reason for default by First Transit.

8. Prohibited Financial Interests. No director, officer, or employee of CCRPA or a constituent municipality of CCRPA, or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof. There shall be no owners, officers, relatives, directors, shareholders, or employees of First Transit who hold elected or appointed, part-time or full-time positions with CCRPA.

9. Congressional Financial Prohibition. No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

10. Set aside language. First Transit hereby acknowledges and agrees to comply with "Special Provisions Small Contractor and Small Contractor Minority Business Enterprises (Set-Aside)", dated March 2001, a copy of which is attached hereto and made a part hereof (see Attachment "A").

A. Non-Discrimination in Employment. In connection with the execution of this Contract, First Transit shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. First Transit shall insert the foregoing provisions in all of its contracts in connection with providing this service. (See Attachment "B".)

Any complaints by any party arising from alleged violations of federal law or regulations will be referred to Federal Transit Administration (FTA) for appropriate action.

B. Non-Discrimination on the Basis of Handicap. First Transit shall insure that all fixed facility construction or alteration and all new equipment purchased comply with applicable regulations regarding Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial assistance, set forth at Title 49, Code of Federal Regulation, Part 237, and any amendment thereto.

C. Prohibition Against use of CCRPA Funds for Lobbying. First Transit agrees that it will insure that:

1. Any funds received by First Transit from CCRPA under this Contract have not been paid and shall not 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 used for publicity or propaganda purposes designed to support or defeat legislation pending before Congress; and,
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 any employee of a Member of Congress, an officer or employee of Congress, or any 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.

11. <u>Integrity.</u> First Transit hereby certifies that it, its principals, officers, directors, shareholders, sub-recipients, or subcontractors are not on the United States of America's Comptroller General's list of ineligible contractors and that none of the above persons or firms, which by defined events or behavior, potentially threaten the integrity of this Federally supported contract.

12. <u>Covenant against Contingent Fees.</u> First Transit agrees to give CCRPA a covenant against contingent fees in which the contractor warrants that no person or selling agency has been retained to solicit or secure the Contract for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide commercial or selling agencies maintained by the contractor to secure business. For a breach of violation of the warranty, CCRPA has the right to annul or terminate the Contract without liability.

13. <u>Covenant against Gratuities.</u> First Transit agrees to give CCRPA a covenant against gratuities in which the contractor warrants neither it nor its directors, officers, shareholders, employees or principals have not offered or given or will give or offer gratuities (in any form of

entertainment, gifts or otherwise) to any official or employee of CCRPA with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of the Contract.

14. <u>Scope of Service.</u>

A. First Transit will be responsible for all reservation, scheduling, and dispatch functions, which are all to be performed at the same location. This includes adhering to all ADA service criteria requirements and CCRPA service parameters. First Transit and its staff are prohibited from encouraging, soliciting or asking any person or organization to ride on the paratransit service, for any reason.

1. First Transit shall provide ADA demand-responsive transportation, in accordance to the ADA service requirements and policies established by CCRPA.
2. Demand-responsive trips shall be scheduled on an advance reservations basis (up to 14 days in advance until the day before service) unless otherwise specified by CCRPA. Same day service will not be provided.
3. Service requirements include having a person available to answer the telephone, to take reservations, schedule trips, dispatch trips and relay information to the driver, by means of a two-way radio system, cellular phone system, or other communication device, during all hours when a vehicle is on the road, with no exceptions. All calls will be answered in a timely manner, using enough personnel to ensure that passengers are not put on hold on a regular basis. Passengers using ADA service will be offered a trip within 60 minutes of the requested time, before or after, provided the passenger is not late or required to leave early from work, medical, or other critical trips. First Transit will report to CCRPA all trip requests that cannot be fulfilled within the above parameters on a monthly basis. All passenger trip requests must be accepted or declined based on CCRPA policy and vehicle availability. Alternative times and CTTRANSIT routes must always be given in the event that a trip is not available for the rider.
4. First Transit staff must be able to communicate effectively with all passengers in an accessible format. A telecommunications device for the deaf (TDD) is required. This also requires the ability to communicate in Spanish and Polish as needed.
5. Service is to be provided to passengers within a 30-minute window (fifteen minutes before to fifteen minutes after the scheduled pick-up time). Passengers will be expected to be ready to go anytime within the window.
6. Passenger pick-up time (within the 30-minute window), will be confirmed while the passenger is on the telephone to eliminate the necessity of calling passengers back to confirm trip time. First Transit must ensure that this process does not take an extended period of time and must ensure that the staff performing these functions has the knowledge and skills necessary to take reservations and schedule trips.
7. Dispatchers will control drivers while on the road. It will be the responsibility of First Transit to ensure this control through the use of two-way radio system, cellular phone system and/or other communication device.
8. Only those persons scheduled for service through the dispatch office will be eligible to ride. Personal care attendants must ride for free. All other passengers must submit a ticket or the exact fare. All ADA passengers are required to have a ticket or the exact fare for each ADA one-way trip. Tickets and/or cash will be collected for all passengers except those serving as personal care attendants. Tickets and cash fares will be collected,

counted, and secured by First Transit and will be compared with each daily driver log or manifest as proof that each passenger submitted payment. The fares will be retained by First Transit and will offset First Transit's invoice for services each month.

9. Drivers will wait five minutes but no more than 15 minutes after announcing their arrival, provided they arrive within the 30-minute window. Drivers must receive permission from the dispatcher prior to leaving.

10. All staff must be courteous and friendly at all times. Management must fully understand the need for quality and friendly service.

B. All ADA service criteria and regulations will be adhered to. First Transit staff must have a full and complete knowledge of all ADA rules and procedures and service areas. There will be no denials of legitimate trip requests except on an incidental basis. There can be no pattern or practice of trip denials.

1. CCRPA reserves the right to revise any service parameter as needed, in order to meet service requirements and regulations.

2. First Transit will not market the service or solicit ridership in any way without the expressed written permission of CCRPA.

3. Drivers shall have knowledge of best routes in order to provide timely and efficient service, with minimum mileage.

C. First Transit shall submit to CCRPA on or before the tenth day of each month a monthly operating report showing the number of revenue vehicle hours, revenue vehicle miles (both hours and miles will be for dedicated vehicles), number of requested trips, scheduled trips, ADA passenger trips provided, personal care attendant trips, companion trips, total trips provided, cancelled trips, late cancellations, no-show trips, medical no-shows, denied trips, refused trips, missed trips, wheelchair trips provided, non-wheelchair trips provided, subscription trips provided, demand responsive trips provided, on-time performance, excessive length trips, telephone wait time, cash fares collected, ten trip ticket fares collected, unpaid fares, and complimentary fares. An additional report or database shall contain the following information, including but not limited to, road calls, accidents, telephone data, complaints, daily and weekly driver sheets, invoice, and such other data as CCRPA and/or the Connecticut Department of Transportation may require for the previous month.

D. First Transit will have the overall responsibility for managing the ADA paratransit service for CCRPA. First Transit will ensure the paratransit service is meeting all local, state and federal requirements, including all FTA requirements and the ADA rules and regulations. First Transit shall perform operations planning functions to ensure the most efficient and effective service possible. This includes the identification of changes in travel patterns, the identification of long distance service corridors, and other functions as needed.

15. <u>Employees.</u> First Transit shall be responsible for the employment and supervision of all employees needed to perform the services provided for herein.

A. Such responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluations, retraining and termination. CCRPA shall not interfere with the management of First Transit's normal internal business affairs and shall not

attempt to directly discipline or terminate First Transit's employees. CCRPA may advise First Transit of any employee's inadequate performance which has a negative effect on the service being provided. In the hiring process, First Transit will seek out experienced paratransit managers, dispatchers, reservation staff, and drivers. CCRPA is interested in quality staff.

B. All drivers must participate in and successfully complete driver training and sensitivity training. All drivers must be able to speak, read, and write English clearly.

C. Prior to going into revenue service, all drivers will be evaluated by the trainer or supervisor on an individual basis to determine their competence to operate the vehicle. Drivers will not be permitted in revenue service until they have satisfactorily completed all required training and have demonstrated their understanding of their responsibilities.

D. First Transit shall provide the services of a General Manager or designated corporate official who will be on site and will have responsibility for the daily operation. First Transit shall provide the services of a Maintenance Manager. In the absence of the General Manager, a designated manager shall be fully responsible for the performance of First Transit's duties under this Contract, and shall be authorized to take all necessary actions on behalf of First Transit regarding management of paratransit services. First Transit must ensure that either the General Manager or the designated backup manager be available locally at all times.

E. In the event that the General Manager or another key manager responsible for the service is relocated, terminates employment, or otherwise becomes unavailable, First Transit shall submit the resume of a replacement candidate to CCRPA within ten working days of First Transit being notified of such relocation, termination or unavailability. If the candidate is unacceptable to CCRPA, First transit shall seek another candidate for the position, again, subject to CCRPA approval.

F. Drivers shall be in uniform at all times while in service or otherwise on duty. Driver uniforms shall be provided by First Transit to their employees. The design and type of the uniform and the logo shall be subject to CCRPA approval. Drivers shall be required to maintain a neat and clean appearance at all times while on duty. Permanent name tags will be worn by drivers at all times.

G. First Transit will be required to develop a full set of written policies and procedures for all staff involved in the program and submit to CCRPA within 30 days from the date of this Contract. These policies and procedures will be subject to CCRPA's review.

1. Establish and implement policies and procedures for all operations staff including drivers, office staff, managers, and mechanics.
2. Establish and implement drug and alcohol testing procedures for the paratransit service program that are fully compatible with local, state and federal rules.
3. First Transit will develop a full driver, reservation/scheduler, and dispatch training program, using generally accepted approaches used in the industry as well as those approaches considered standard in Connecticut. First Transit will be responsible for paying the drivers for their time in training and ensuring that the drivers attend the training. First Transit will be responsible for the following:
    - Policies and procedures (including an understanding of ADA)

- Emergency procedures
- Defensive driving
- On board training
- The proper operating of the two-way radio system, cellular phones, or other communication devices used
- Daily vehicle inspections
- Passenger assistance methods (including the ability to properly operate all lifts and mobility aid securements)
- All other materials and items required for fulfillment of this Contract

16. <u>Record Maintenance.</u> First Transit shall maintain complete computerized operating records for the duration of this Contract, available upon request for inspection, including, but not limited to, the following:

A. Telephone/dispatch logs showing the time the call was received, the name and address of the passenger, and the promised and actual pick-up times.

B. A vehicle log showing the vehicle pull-out and pull-in time, total revenue vehicle hours, fuel usage, and mileage for each vehicle by day.

C. A daily computerized trip sheet for each driver filled out completely and correctly.

D. Complete records of passengers transported, hours and miles of service and fares collected, by route, by day, by month, and by year.

E. A complete record of all accidents involving a vehicle that is in ADA service.

F. All other reports as may be required by CCRPA.

All passenger trip records shall be available to CCRPA for immediate inspection upon request.

The CCRPA retains unconditional ownership of all documents, data, information, reports or other materials produced under this Contract. All documents, data, information, reports or other materials must be made accessible, at any time requested, in any format requested to CCRPA. At the end of the Contract term, all documents, data, information, reports or other materials must be relinquished to CCRPA as requested.

17. <u>Paratransit Vehicles.</u>
A. First Transit will supply all revenue vehicles as required by the ADA regulations, and all on-board communication and other devices for use in the pratransit service. First Transit will be required to provide a high-quality, local maintenance facility and programs.

B. First Transit will provide all of the vehicles necessary for the service. Vehicles that are used must comply with the vehicle requirements of the ADA. First Transit will be responsible for all maintenance and insurance costs. All vehicles used in the ADA service must at all times be mechanically sound with no body damage and clean, inside and out. CCRPA reserves the right to

reject any vehicle from ADA service for any of the above reasons. All additional vehicles to be used in service must first be approved by CCRPA in writing.

C. CCRPA reserves the right to change the exterior treatment of paratransit vehicles after consultation with First Transit at CCRPA's expense.

18. <u>Vehicle Maintenance.</u> All maintenance must be performed in accordance with industry accepted procedures and the manufacturer's recommendations. Preventive maintenance efforts will be monitored by CCRPA and must adhere to the manufacturer's requirements. Specific emphasis on safety is required. Maintenance will be performed by mechanics licensed under all applicable state and local standards, at a local facility in the area that is to be the sole responsibility of First Transit. The following fleet maintenance reports will be provided on request:

1. Road call report
2. Vehicle cleaning reports
3. Repair orders
4. Vehicle repair record
5. Fleet inventory

A. First Transit will develop all forms and procedures to properly track maintenance. At a minimum the file for each vehicle will include:

1. Vehicle identification number, license number, and funding source
2. Vehicle maintenance and repair history, including description of maintenance and repair performance, all work orders for each vehicle, vendor or facility doing the work, cost, date, and mileage
3. Vehicle equipment check log verifying that special equipment has been checked according to the manufacturer's suggested schedule or semi-annually, whichever comes first.
4. Documentation that preventive maintenance was performed according to the schedule established by First Transit.
5. Vehicle maintenance requests submitted by drivers, including what action was taken and when.
6. Vehicle pre-trip inspection log, signed by driver.
7. Fuel and fluid usage by month.

B. First Transit will develop a preventive maintenance program that assures protection for the fleet. First Transit will provide and maintain a parts inventory adequate to prevent excessive down-time resulting in disruption of service.

C. First Transit will maintain the security of the operations and maintenance facility. First Transit will be responsible for any loss or damage resulting from a security problem.

19. <u>Insurance.</u> First Transit must maintain insurance (refer to Attachment "C") in force during the life of the Contract. Said liability policies shall provide that CCRPA and the Connecticut Department of Transportation be named as an additional insured for First Transit's full limits of coverage. Copies of all insurance certificates, with CCRPA and the Connecticut Department of

Transportation as additional insured, and notification of cancellation or refusal to renew, will be supplied to CCRPA prior to Contract initiation. This insurance will protect First Transit, CCRPA, and the Connecticut Department of Transportation from claims which may arise from First Transit's of subcontractor's acts or omissions.

First Transit will be responsible for paying all increases in vehicle insurance costs during the life of this Contract.

20. Safety and Risk Management. Accident and incident investigation is a critical component of successful risk management. First Transit will be required to develop the forms and policies and procedures for accident investigation. First Transit will report all incidents and vehicle accidents to CCRPA within six hours of the occurrence. Those situations where a person as a result of an accident or incident may be hurt must be reported to CCRPA verbally immediately after the occurrence. Accident reports will be submitted to CCRPA on the next working day with the preliminary results of the follow up investigation.

21. System Performance Standards.
A. System performance will be reviewed every month to evaluate system efficiency. System productivity will be at least 1.9 passengers per revenue vehicle hour. All efforts should be made to attain this productivity standard in order to run efficiently.

B. Passenger ride time will not exceed the amount of time an individual would spend on the CTTRANSIT bus, to/from the same locations at the same time, including walking time to/from the bus stop.

C. In the event a vehicle is disabled, all passengers on board will be picked up by another vehicle(s) within 30 minutes. Best efforts shall be made to notify passengers awaiting pick-up of any delay over 30 minutes.

D. Valid complaints and violations combined shall not exceed one per 1,000 one-way trips. This will be calculated on a monthly basis. Valid complaints, regarding any aspect of the service, will be verified and resolved by First Transit. First Transit must provide a log of all complaints to CCRPA as requested.

E. CCRPA reserves the right to request the removal of a First Transit driver from service if it is determined to be in the best interest of CCRPA. Such request will be made in writing to First Transit.

F. Meetings between CCRPA and First Transit to review service and coordinate activities will be held as needed.

22. Signage. First Transit agrees to use appropriate signage to identify the Central Connecticut Paratransit Service of the Central Connecticut Regional Planning Agency on their buses being used for this purpose.

23. Notice. All notices that may be required hereunder shall be addressed as follows:

A. Central Connecticut Regional Planning Agency, 225 North Main Street, Suite 304, Bristol, CT 06010

B. First Transit, Inc., 600 Vine Street, Suite 1400, Cincinnati, OH 45202

24. No Waiver or Estoppels. Any failure by CCRPA to exercise any right set forth in this Contract shall not constitute a waiver thereof. Nothing in this Contract or in the obligations secured by it shall preclude any other remedy by action or otherwise for the enforcement of this Contract or the payment in full of the obligations secured by it.

25. Succession. This Agreement shall bind the respective executors, administrators, distributes, successors and assigns of First Transit and CCRPA.

26. Governing Law. The rights and duties of the parties under this Contract shall be governed by the laws of the State of Connecticut.

27. Grammatical Changes. Whenever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

28. Third Party Approval. CCRPA shall submit this Contract to the State of Connecticut Department of Transportation for its review. No reimbursable costs shall be incurred or paid to First Transit, Inc. prior to written approval of the Contract by the State of Connecticut Department of Transportation.

29. The Contract. This Contract consists of (1) this document; including any changes or modifications imposed on the CCRPA in connection with the receipt of Federal funds to finance this grant contract; (2) the request for proposals issued by the CCRPA (CCRPA-RFP-PARA 2014) including all attachments and addenda; (3) the response submitted by the Contractor; (4) any other provisions referred to in this Contract; (5) Agreement Bulletin No. 07-7; (6) Executive Order No. 14; (7) Agreement Bulletin No. 09-7; (8) Attachment “A”; (9) Attachment “B”; (10) Attachment “C”.

This is a contract between the Central Connecticut Regional Planning Agency and First Transit, Inc. concerning the provision of Americans with Disabilities (ADA) paratransit services.

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

WITNESSES:

_____
Name:

_____
Name:

_____
Name:

_____
Name:

CENTRAL CONNECTICUT REGIONAL PLANNING AGENCY

By: _____ Seal
Carl Stephani, Executive Director
Central Connecticut Regional Planning Agency

Date: _____

FIRST TRANSIT, INC.

By: _____ Seal
Brian Beechem, Assistant Secretary
First Transit, Inc.

Date: _____

STATE OF CONNECTICUT

DEPARTMENT OF TRANSPORTATION

June 25, 2007

AGREEMENT BULLETIN NO. 07-7

TO: ALL CONCERNED

FROM: Valerie C. Joyner
Administrator of Oper. & Support
Bureau of Finance & Administration

SUBJECT: Executive Order No. 14

All State contracts, agreements, supplemental agreements and subcontracts shall contain the following language as applicable:

Cleaning and Sanitizing Products and Services

This contract is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2007 and, as such, the contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order 14. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 14 is incorporated herein by reference and made a part hereof. This Executive Order No. 14 shall be made a part of any applicable subcontracts to this Agreement. The parties agree to abide by such Executive Order.

Please disseminate this information to those persons having a need to know.

Attachment

VCJ/JQC/aid

List 1

STATE OF CONNECTICUT

BY HER EXCELLENCY

M. JODI RELL

GOVERNOR

EXECUTIVE ORDER NO. 14

WHEREAS, cleaning and sanitizing products are necessary for creating and maintaining clean, healthy and sanitary conditions in State facilities and workplaces;

WHEREAS, chemicals contained in certain cleaning and sanitizing products may be released into the environment during normal use;

WHEREAS, choosing less harmful cleaning and sanitizing products for use in State facilities and workplaces and taking steps to reduce exposure by office and custodial workers, will minimize potential impacts on human health, will improve environmental quality and will reduce pollution;

WHEREAS, the procurement and the proper use and application of cleaning and sanitizing products that perform well and that have positive environmental attributes such as biodegradability, low toxicity, low volatile organic compound content, reduced packaging, and low life cycle energy use will reduce the environmental impacts of routine cleaning and sanitizing activities while also ensuring clean and sanitary State facilities; and

NOW, THEREFORE, I, M. Jodi Rell, Governor of the State of Connecticut, by virtue of the authority vested in me by the Constitution and Statutes of the State, do hereby ORDER and DIRECT:

1. All state agencies in the executive branch shall procure and use cleaning and/or sanitizing products having properties that minimize potential impacts to human health and the environment, consistent with maintaining clean and sanitary State facilities.

2. All state agencies in the executive branch shall include in new contracts for the procurement of cleaning products or cleaning services, an appropriate requirement consistent with this Executive Order and the standards and guidelines established by the Department of Administrative Services under Paragraph 3 of this Executive Order.

3. The Department of Administrative Services, in consultation with the Department of Public Health, the Department of Public Works and the Department of Environmental Protection, shall not later than January 1, 2007, establish and publish written standards and guidelines to provide direction to all state agencies in the executive branch in connection with the implementation of this Executive Order.

4. The Department of Administrative Services shall provide the Office of the Governor with a report assessing the effectiveness of this Executive Order within one year of the effective date of this Executive Order.

5. Municipal governments, political subdivisions and school districts that are not expressly subject to the requirements of this Order are encouraged to review their purchasing and use of cleaning products

and/or sanitizing products and are hereby urged to comply with the provisions of this Executive Order where deemed appropriate.

6. All state agencies in the executive branch covered by this Executive Order shall, wherever feasible, transition to environmentally and health-friendly cleaning and/or sanitizing products. Such transition shall be accomplished in a manner that avoids the waste of existing inventories, accommodates establishment of supply chains for new products, enables the training of personnel in appropriate work practices, and allows the phase-out of products and practices inconsistent with this Executive Order.

7. This Order shall take effect immediately.

This Order shall take effect immediately.

Dated at Hartford this 17th day of April, 2006

M. JODI RELL
Governor

By Her Excellency's Command:

Susan Bysiewicz
Secretary of the State

STATE OF CONNECTICUT

DEPARTMENT OF TRANSPORTATION

April 29, 2009

AGREEMENT BULLETIN NO. 09-7

TO: ALL CONCERNED

FROM: Valerie A. Poyner
Admin. Operations & Support
Bureau of Finance & Administration

SUBJECT: Connecticut Required Contract/Agreement Provisions

The following clause, in quotes, shall be incorporated in all original contracts/agreements, with the exception of those contracts/agreements with Municipalities, Political Subdivisions of the State, Amtrak and Metro-North:

> "The (*) hereby acknowledges and agrees to comply with the "Connecticut Required Contract/Agreement Provisions Specific Equal Employment Opportunity Responsibilities", dated March 3, 2009, as may be amended from time to time a copy of which is attached hereto and made a part hereof."

The "Connecticut Required Contract/Agreement Provisions" does not apply to contracts/agreements between the State and Municipalities and Political Subdivisions of the State. While the requirement to comply with "Connecticut Required Contract/Agreement Provisions", **does not apply** to Municipalities and Political Subdivisions of the State directly, they are required to pass this requirement down to any contractors, consulting engineers or other vendors, they may hire.

Therefore, whenever the State enters into contracts/agreements with Municipalities or other Political Subdivisions of the State where State or Federal funds are received and the Municipality or Political Subdivision of the State then enters into contracts/agreements with contractors, consulting engineers or other vendors, the State must include the **paragraph quoted below** in all such contracts/agreements between the State and Municipalities or other Political Subdivisions of the State.

> "When the (**) receives State or Federal funds it shall incorporate the "Connecticut Required Contract/Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as may be amended from time to time, as a material term of any contracts/agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The (**) shall also attach a copy of the SEEOR, as part of any contracts/agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts."

The "Connecticut Required Contract/Agreement Provisions" does not apply to Amtrak and Metro-North.

(*) Insert correct noun such as "Second Party", "Contractor", "Consulting Engineer", etc.

(**) Insert correct noun such as "Municipality", "Regional Planning Agency/Organization", "Transit District", etc.

This Agreement Bulletin supersedes Agreement Bulletin Nos. 98-2, 96-2 and 95-3.

Please disseminate this information to all those persons having a need to know.

Attachment

VCJ/GWB/gwb

List 1

Attachment "A"

SPECIAL PROVISIONS
SMALL CONTRACTOR AND SMALL CONTRACTOR MINORITY BUSINESS ENTERPRISES
(SET-ASIDE)

March, 2001

NOTE: Certain of the requirements and procedures stated in this "Special Provision" are applicable prior to the execution of the Agreement. "Contractor" means "Second Party", "Consultant", "Consulting Engineer" as named in the Agreement.

I. GENERAL

A. The Contractor shall cooperate with the Connecticut Department of Transportation (CONNDOT) in implementing the required contract obligations concerning "Small Contractor" and "Small Contractor Minority Business Enterprises" utilization on this Agreement in accordance with Section 4a-60g of the Connecticut General Statutes as revised. References, throughout this "Special Provision", to "Small Contractor" are also implied references to "Small Contractor Minority Business Enterprises" as both relate to Section IIA of these provisions. The Contractor shall also cooperate with CONNDOT in reviewing the Contractor's activities relating to this provision. This "Special Provision" is in addition to all other equal opportunity employment requirements of this Agreement.

B. For the purpose of this "Special Provision", the "Small Contractor" named to satisfy the set-aside requirements must be certified by the Department of Administrative Services, Business Connections/Set Aside Unit [(860) 713-5236; www.das.state.ct.us/busopp.htm] as a "Small Contractor" as defined by Section 4a-60g of the Connecticut General Statutes as revised and is subject to approval by CONNDOT to do the work for which it is nominated.

C. Contractors who allow work which they have designated for "Small Contractor" participation in the pre-award submission required under Section IIC to be performed by other than the approved "Small Contractor" organization and prior to concurrence by CONNDOT, will not be paid for the value of the work performed by organizations other than the "Small Contractor" designated.

D. If the Contractor is unable to achieve the specified contract goals for "Small Contractor" participation, the Contractor shall submit written documentation to CONNDOT's initiating unit (i.e. the unit responsible for administering the Agreement) indicating his/her good faith efforts to satisfy goal requirements. Documentation is to include but not be limited to the following:

1. A detailed statement of the efforts made to select additional subcontract opportunities for work to be performed by each "Small Contractor" in order to increase the likelihood of achieving the stated goal.

2. A detailed statement, including documentation of the efforts made to contact and solicit contracts with each "Small Contractor", including the names, addresses, dates and telephone numbers of each "Small Contractor" contacted, and a description of the information provided to each "Small Contractor" regarding the scope of services and anticipated time schedule of items proposed to be subcontracted and the nature of response from firms contacted.

3. For each "Small Contractor" that placed a subcontract quotation which the Contractor considered not to be acceptable, provide a detailed statement of the reasons for this conclusion.

4. Documents to support contacts made with CONNDOT requesting assistance in satisfying the Agreement specified or adjusted "Small Contractor" dollar requirements.

5. Document other special efforts undertaken by the Contractor to meet the defined goal.

E. Failure of the Contractor to have at least the specified dollar amount of this Agreement performed by "Small Contractor" as required in Section IIA of this "Special Provision" will result in the reduction in the Agreement payment to the Contractor by an amount equivalent to that determined by subtracting from the specific dollar amount required in Section IIA, the dollar payments for the work actually performed by each "Small Contractor". The deficiency in "Small Contractor" achievement, will therefore, be deducted from the final contract payment. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified or adjusted dollar amount to the satisfaction of CONNDOT, no reduction in payments will be imposed.

F. All records must be retained for a period of three (3) years following completion and acceptance of the work performed under the Agreement and shall be available at reasonable times and places for inspection by authorized representatives of CONNDOT.

G. Nothing contained herein, is intended to relieve any contractor or subcontractor from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Agreement.

II. SPECIFIC REQUIREMENTS

In order to increase the participation of "Small Contractors", CONNDOT requires the following:

A. Not less than one (%) percent of the final value of this contract shall be subcontracted to and performed by, and/or supplied by, manufactured by and paid to "Small Contractors" and/or "Small Contractors Minority Business Enterprises".

If the above percentage is zero (0%) AND an asterisk (*) has been entered in the adjacent brackets [ ], this contract is 100% solely set-aside for participation by "Small Contractors" and/or "Small Contractors Minority Business Enterprises".

B. The Contractor shall assure that each "Small Contractor" will have an equitable opportunity to compete under this "Special Provision", particularly by arranging solicitations, time for the preparation of fee proposals, Scope of Work, and Delivery Schedules so as to facilitate the participation of each "Small Contractor".

C. The Contractor shall provide to the Negotiations Committee, in addition to his fee concurrence letter, the following items stipulated in 1 and 2:

1. Certification (Exhibit I) signed by each named "Small Contractor" [subcontractor listing a description of the work and] certifying that the dollar amount of all contract(s) and/or subcontract(s) that have been awarded to him/her for the current State Fiscal Year (July 1 - June 30) does not exceed the Fiscal Year limit of $10,000,000.00.

2. A certification of work to be subcontracted (Exhibit I) signed by both the Contractor and the "Small Contractor" listing the work items and the dollar value of the items that the nominated "Small Contractor" is to perform on the project to achieve the minimum percentage indicated in Section IIA above.

3. **It is the responsibility of the Contractor to ensure that the "Small Contractor" and "Small Contractor Minority Business Enterprises" named are qualified to perform the designated scope of work.**

D. After the Contractor signs the Agreement, the Contractor will be required to meet with CONNDOT's initiating unit or his/her designee to review the following:

1. What is expected with respect to the "Small Contractor" set aside requirements.

2. Failure to comply with and meet the requirement can and will result in monetary deductions from payment.

3. Each quarter after the start of the "Small Contractor" the Contractor shall submit a report to CONNDOT's initiating unit indicating the work done by, and the dollars paid to each "Small Contractor" to date.

4. What is required when a request to sublet to a "Small Contractor" is submitted.

E. The Contractor shall submit to CONNDOT's initiating unit all requests for subcontractor approvals on standard forms provided by the Department.

If the request for approval is for a "Small Contractor" subcontractor for the purpose of meeting the contract required "Small Contractor" percentage stipulated in Section IIA, a copy of the legal agreement between the Contractor and the "Small Contractor" subcontractor must also be submitted at the same time. Any subsequent amendments or modifications of the agreement between the Contractor and the "Small Contractor" subcontractor must also be submitted to CONNDOT's initiating unit with an explanation of the change(s). The agreement must show items of work to be performed, phases/tasks and, if a partial item, the work involved by both parties.

In addition, the following documents are to be attached, if applicable:

(1) A statement explaining any method or arrangement for renting equipment. If rental is from a Contractor, a copy of Rental Agreement must be submitted.

(2) A statement addressing any special arrangements for manpower.

F. In instances where a change from the originally approved named "Small Contractor" (see Section IB) is proposed, the Contractor is required to submit, in a reasonable and expeditious manner, a revised submission, comprised of the documentation required in Section IIC, Paragraphs 1 and 2 and Section E together with documentation to substantiate and justify the change (i.e., documentation to provide a basis for the change) to CONNDOT's initiating unit for its review and approval prior to the implementation of the change. The Contractor must demonstrate that the originally named "Small Contractor" is unable to perform in conformity to specifications, or unwilling to perform, or is in default of its contract, or is overextended on other jobs. The Contractor's ability to negotiate a more advantageous contract with another "Small Contractor" is not a valid basis for change. Documentation shall include a letter of release from the originally named "Small Contractor" indicating the reason(s) for the release.

G. Contractors subcontracting with a "Small Contractor" to perform work or services as required by this "Special Provision" shall not terminate such firms without advising CONNDOT, in writing, and providing adequate documentation to substantiate the reasons for termination if the designated "Small Contractor" firm has not started or completed the work or the services for which it has been contracted to perform.

III. BROKERING

For the purpose of this "Special Provision", a "Broker" is one who acts as an agent for others in negotiating contracts, purchases, sales, etc., in return for a fee or commission. Brokering of work by a "Small Contractor" is not allowed and is an Agreement violation.

IV. PRE-AWARD WAIVERS:

If the Contractor's submission of the "Small Contractor" listing, as required by Section IIC, indicates that it is unable, by subcontracting to obtain commitments which at least equal the amount required by Section IIA, it may request, in writing, a waiver of up to 50% of the amount required by Section IIA. To obtain such a waiver, the Contractor must submit a completed "Application for Waiver of Small Contractor Goals" to CONNDOT's initiating unit which must also contain the following documentation:

1. Information described in Section ID.

2. For each "Small Contractor" contacted but unavailable, a statement from each "Small Contractor" confirming its unavailability.

Upon receipt of the submission requesting a waiver, CONNDOT's initiating unit shall submit the documentation to the Director of the Office of Contract Compliance who shall review it for completeness. After completion of the Director of Contract Compliance's review, he/she should write a narrative of his/her findings of the application for a waiver, which is to include his/her recommendation. The Director of Contract Compliance shall submit the written narrative to the Chairperson of the Disadvantaged Business Enterprises (DBE) Screening Committee at least five (5) working days before the scheduled meeting. The Contractor shall be invited to attend the meeting and present his/her position. The DBE Screening Committee shall render a decision on the waiver request within five (5) working days after the meeting. The DBE Screening Committee's decision shall be final. Waiver applications are available from the CONNDOT initiating unit.

Attachment "B"

March 3, 2009

CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. **General:**

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors
Consultants and Subconsultants
Suppliers of Materials and Vendors (where applicable)
Municipalities (where applicable)
Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of $10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. **Equal Employment Opportunity Policy:**

The Company will develop, accept and adopt as its operating policy an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. **Equal Employment Opportunity Officer:**

The Company will designate and make known to ConnDOT contracting officers an Equal Employment Opportunity Officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active equal employment opportunity program and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy:

a. All members of the Company's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Company's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Company's equal employment opportunity policy and its implementation will be reviewed and explained. The meeting will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisor or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Company's equal employment opportunity obligations within thirty days following their reporting for duty with the Company.

(3) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Company's procedures for locating and hiring minority group employees.

b. In order to make the Company's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Company will place their equal employment opportunity policy in areas readily accessible to employees, applicants for employment and potential employees. The Company will bring the equal opportunity policy to the attention of employees through meetings, employee handbooks, or other appropriate means.

5. Recruitment:

a. When advertising for employees, the Company will include in all advertisements the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project workforce would normally be derived. The Company shall comply with this provision and the recruitment requirements outlined in their ConnDOT approved Affirmative Action Plan.

b. The Company will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Company will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources, procedures whereby minority group employees, and applicants may be referred to the Company for employment consideration.

In the event that the Company has a valid bargaining agreement providing for exclusive hiring hall referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the Company's compliance with equal employment opportunity

contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Company to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Company will encourage his/her present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. **Personnel Actions:**
Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoffs, and termination, shall be taken without regard to race, color, religion, sex, or national origin, etc. The company's personnel actions shall comply with this provision and the requirements outlined in their ConnDOT approved Affirmative Action Plan.

a. The Company will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Company will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Company will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Company will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The general contract provision entitled A(76) Affirmative Action Requirements is made part of this document by reference.

7. **Training and Promotion:**
a. The Company will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Company's work force requirements and as permissible under Federal and State regulations, the Company shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded.

c. The Company will advise employees and applicants for employment of available training programs and the entrance requirements for each.

d. The Company will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. **Unions:**

If the Company relies in whole or in part upon unions as a source of employees, the Company will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Company either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The Company will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Company will use best efforts to incorporate an Equal Opportunity clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.

c. The Company is to obtain information as to the referral practices and policies of the labor union except to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Company, the Company shall so certify to the Connecticut Department of Transportation (ConnDOT) and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Company with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Company will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Company from meeting the obligations under Executive Order 11246 as amended, and these special provisions, such Company shall immediately notify ConnDOT.

9. **Subcontracting:**

a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors, or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract compliance.

b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. **Records and Reports:**

a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;

2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),.
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors, or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c. The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409.

11. **Affirmative Action Plan**

Companies with contracts, agreements or purchase orders valued at $10,000 or more will submit a ConnDOT Affirmative Action Plan.

Attachment "C"

Insurance. With respect to the operations performed by the Operator under the terms of this Agreement and also those performed for the Operator by its subcontractor(s), the Operator will be required to carry, and shall ensure its subcontractor(s) carry, the insurance coverage included in paragraphs (a), (b) and (c) below, for the duration of this Agreement, and any supplements thereto, with the State and the CCRPA being named as an additional insured party for paragraphs (a) and (b) below, at no direct cost to the State and the CCRPA. In the event the Operator secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (a) and/or (b) below, the State of Connecticut and the CCRPA shall be named as an additional insured.

(a) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of not less than One Million Dollars ($1,000,000) single limit for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident or occurrence, a total (or aggregate) limit of Two Million Dollars ($2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

(b) The operation of all motor vehicles, including those hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of (a) One Million Dollars ($1,000,000) for vehicles with a seating capacity of ten (10) or less passengers, (b) One Million Five Hundred Thousand Dollars ($1,500,000) for vehicles with a seating capacity of eleven (11) through fourteen (14) passengers, and (c) Five Million Dollars ($5,000,000) for vehicles with a seating capacity of fifteen (15) or more, for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence.

(c) Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States respectively.

In conjunction with the above, the Operator agrees to furnish to the CCRPA a Certificate of Insurance on the form or forms **acceptable** to the CCRPA and State, fully executed by an insurance company or companies satisfactory to the CCRPA and the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

The Operator shall produce, within five (5) business days, a copy, or copies, of all applicable insurance policies requested by the CCRPA. In providing said policies, the Operator may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration, or termination of this Agreement.

If the Operator elects to be self-insured rather than acquiring coverage from an insurance company, the Operator shall ensure to the CCRPA and the State that it is adequately protected. The Operator shall submit a notarized statement from an authorized representative providing the following information:

1) Certifying that the Operator is self-insured;

2) Describing its financial condition and self-insured funding mechanism;

3) Specifying the process on how to file a claim against the Operator's self insurance program, including information regarding the name, title and address of the person to be notified in the event of a claim; and

4) Agreeing to indemnify and save harmless the State of Connecticut, its officials, agents, and employees and the CCRPA, from all claims, suits, actions, damages, and costs of every name and description resulting from, or arising out of, activities performed by the Operator under this Agreement with the CCRPA.

If requested by the CCRPA, the Operator must provide any additional evidence of its status as a self-insured entity. If such self-insurance program is acceptable to the CCRPA and the State, in its sole discretion, then the Operator shall assume any and all claims as a self-insured entity.

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: Agency Board
FROM: Carl J. Stephani, Executive Director

DATE WRITTEN: February 12, 2014
FOR AGENDA:

SUBJECT: Establishment of a "Transition Board"

On, or before December 31, 2014, the CCRPA will lose its state designation as a Regional Planning Agency (RPA) under CGS Section 8-31a. At the point there will be close-out business to conduct for the RPA for a period of time, and the regular business of the organization's Metropolitan Planning Organization (MPO), Economic Development District (EDD), and Paratransit Service will have to be conducted until a succession plan for them has been created and fully implemented.

One other RPO in the state is facing a similar situation and has been encouraged by OPM to form a "Transition Board" to assure appropriate management of the organization's assets until such time as they can be properly divested and appropriate "close out" documents can be prepared, e.g. final audit. It has also been suggested that the Transition Board comprise the seven member Town CEOs, and that it be established by resolution instead of simple motion.

There is no urgency to this action which can be taken at the last meeting of the Agency Board before it is dissolved (December 31,2014, unless special actions are taken to dissolve it earlier). On that basis, it is my

RECOMMENDATION

that your Board

Direct staff to recommend a Resolution to the Board at the Board's last official meeting, whenever that should occur, establishing a "Transition Board" with the following parameters:

"The Chief Elected Officials, or their designees, shall serve as members of a 'Transition Board' until the organizations's assets and liabilities, including its Metropolitan Planning Organization, Economic Development District, and Paratransit Service, have been completely divested at which point the Transition Board itself will dissolve. The sole purpose of the Transition Board shall be to assure the appropriate management of the organization's assets until their total divestiture is complete."

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: Agency Board
FROM: Carl J. Stephani, Executive Director

DATE WRITTEN: February 12, 2014
FOR AGENDA:

SUBJECT: Funding Options for 2014

This agenda item was requested by Town Manager Robert Lee and is related to the budget request letters you were sent on January 24th. In that letter the Agency's three municipal funding requests were identified as:

- Regional Planning Organization (RPO) - funding which relates to all seven towns which was requested for one half of the FY2014-2015 because (unless special action is taken by the towns for an earlier dissolution) the RPO will dissolve on December 31, 2014, which is half way thru the FY2014-2015. These funds will be invoiced quarterly only for the first and second quarters of FY2014-2015;
- Metropolitan Planning Organization (MPO) - funding which also relates to all seven towns, and which was requested for the full FY2014-2015 because there is no "sunset" date for the MPO; and
- Economic Development District (EDD) - funding which relates to Bristol, New Britain, Plainville, and Plymouth, and which was requested for the full FY2014-2015 because there is no "sunset" date for the EDD.

The other primary element of the Agency's operations is the Paratransit Service, but it is self-sustaining and requires no local match.

The attached spread sheets show exactly what each town has been asked to budget in FY2014-2015 for each of the three programs noted above (RPO, MPO, EDD), as well as the current year's amounts.

It has been suggested to the adjacent RPOs to which your towns will be moving that, since they will begin receiving an additional $.50 per capita from the State OPM starting July 1, 2014, as a result of your town moving to them, they might use that extra funding to pay the difference between whatever dues you would normally be required to pay to them and what you pay to the CCRPA for dues for any period during which you are simultaneously a member of both RPOs,

Another approach would be for the new RPOs to which you are moving to invoice you only for

the difference between CCRPA's dues and their dues for any time period during which you are a member of both RPOs.

Many other approaches too numerous to mention could be taken to address this issue.

This was suggested as a discussion item by Town Manager Lee; hence, no action is proposed.

Attachments: FY2014-2015 Municipal Budget Request Spreadsheets

CCRPA MUNICIPAL MPO
DUES CALCULATIONS FOR
FY 2014-2015

CCRPA town list	Town total MPO Dues for Fiscal 14/15	Town total RPO dues for 6 months of fiscal 14/15	Town total dues for fiscal 14/15
Berlin	**$ 8,578.04**	$ 892.45	**$9,470**
Bristol	**$ 16,856.34**	$ 1,753.71	**$18,610**
Burlington	**$ 5,748.90**	$ 598.11	**$6,347**
New Britain	**$ 15,883.86**	$ 1,652.54	**$17,536**
Plainville	**$ 5,411.80**	$ 563.04	**$5,975**
Plymouth	**$ 5,182.15**	$ 539.14	**$5,721**
Southington	**$ 15,181.92**	$ 1,579.51	**$16,761**
		$ -	**$0**
Total	**$ 72,843.00**	$ 7,578.50	**$80,422**

Updated: 2/11/2014

CCRPA MUNICIPAL DUES CALCULATIONS
FOR FY 2014-2015

CCRPA Town List	Pop. Count July 1, 2011	Town's Percent of Region Pop.	Town Due$ Per Region Pop.	Assessment Year Oct. 1, 2010 Equalized Net Grand List	Town's Percent of Region ENGL	Town Due$ Per Region ENGL	Town Land in Square Miles	Town's Percent of Region Area	Town Due$ Per Square Miles	Town's Percent of CCRPA Due$	Town Total Paid Fiscal 13/14	Town Total Due$ Fiscal 14/15
Bristol	60,473	37.0%	$3,701	$5,587,418,252	45.1%	$2,254	26.5	37.1%	$1,856	39.0%	**$7,860**	**$7,810**
New Britain	73,055	44.7%	$4,470	$3,797,502,495	30.6%	$1,532	13.3	18.6%	$931	34.7%	**$6,921**	**$6,933**
Plainville	17,670	10.8%	$1,081	$1,936,121,474	15.6%	$781	9.9	13.9%	$693	12.8%	**$2,520**	**$2,555**
Plymouth	12,218	7.5%	$748	$1,075,877,169	8.7%	$434	21.7	30.4%	$1,520	13.5%	**$2,699**	**$2,701**
Total	163,416	100.0%	$10,000	$12,396,919,390	100.0%	$5,000	71.4	100.0%	$5,000	100.0%	**$20,000**	**$20,000**
			$10,000			$5,000			$5,000			**$20,000**

Source: U.S Bureau of the Census

Source: CT. Office of Policy & Management

Source: CCRPA

Updated: 2/11/2014

CCRPA MUNICIPAL RPO
DUES CALCULATIONS FOR
FY 2014-2015

CCRPA Town List	Pop. Count July 1, 2011	Town's Percent of Region Pop.	Town Due$ Per Region Pop.	Assessment Year Oct. 1, 2010 Equalized Net Grand List	Town's Percent of Region ENGL	Town Due$ Per Region ENGL	Town Land in Square Miles	Town's Percent of Region Area	Town Due$ Per Square Miles	Town Total Due$ Fiscal 14/15	Town's Percent of CCRPA Due$	Town Total Paid Fiscal 13/14
Berlin	19,694	8.4%	$635	$3,173,994,700	14.1%	$536	26.5	16.2%	$614	**$1,785**	11.8%	**$10,736**
Bristol	60,473	25.7%	$1,950	$5,587,418,252	24.9%	$944	26.5	16.2%	$614	**$3,507**	23.1%	**$21,375**
Burlington	9,191	3.9%	$296	$1,241,201,726	5.5%	$210	29.8	18.2%	$690	**$1,196**	7.9%	**$7,201**
New Britain	73,055	31.1%	$2,356	$3,797,502,495	16.9%	$641	13.3	8.1%	$308	**$3,305**	21.8%	**$19,958**
Plainville	17,670	7.5%	$570	$1,936,121,474	8.6%	$327	9.9	6.1%	$229	**$1,126**	7.4%	**$6,735**
Plymouth	12,218	5.2%	$394	$1,075,877,169	4.8%	$182	21.7	13.3%	$503	**$1,078**	7.1%	**$6,519**
Southington	42,731	18.2%	$1,378	$5,622,660,761	25.1%	$950	35.9	21.9%	$832	**$3,159**	20.8%	**$18,977**
Total	235,032	100.0%	$7,579	$22,434,776,577	100.0%	$3,789	163.6	100.0%	$3,789	**$15,157**	100.0%	**$91,500**
			$7,579			$3,789			$3,789	**$15,157**		

Source: U.S Bureau of the Census

Source: CT. Office of Policy & Management

Source: CCRPA

Updated: 2/11/2014

CCRPA MUNICIPAL MPO
DUES CALCULATIONS FOR
FY 2014-2015

CCRPA Town List	Pop. Count July 1, 2011	Town's Percent of Region Pop.	Town Due$ Per Region Pop.	Assessment Year Oct. 1, 2010 Equalized Net Grand List	Town's Percent of Region ENGL	Town Due$ Per Region ENGL	Town Land in Square Miles	Town's Percent of Region Area	Town Due$ Per Square Miles	Town Total Due$ Fiscal 14/15	Town's Percent of CCRPA Due$	Town Total Paid Fiscal 13/14
Berlin	19,694	8.4%	$3,052	$3,173,994,700	14.1%	$2,576	26.5	16.2%	$2,950	**$8,578**	11.8%	**$10,736**
Bristol	60,473	25.7%	$9,371	$5,587,418,252	24.9%	$4,535	26.5	16.2%	$2,950	**$16,856**	23.1%	**$21,375**
Burlington	9,191	3.9%	$1,424	$1,241,201,726	5.5%	$1,008	29.8	18.2%	$3,317	**$5,749**	7.9%	**$7,201**
New Britain	73,055	31.1%	$11,321	$3,797,502,495	16.9%	$3,083	13.3	8.1%	$1,480	**$15,884**	21.8%	**$19,958**
Plainville	17,670	7.5%	$2,738	$1,936,121,474	8.6%	$1,572	9.9	6.1%	$1,102	**$5,412**	7.4%	**$6,735**
Plymouth	12,218	5.2%	$1,893	$1,075,877,169	4.8%	$873	21.7	13.3%	$2,415	**$5,182**	7.1%	**$6,519**
Southington	42,731	18.2%	$6,622	$5,622,660,761	25.1%	$4,564	35.9	21.9%	$3,996	**$15,182**	20.8%	**$18,977**
Total	235,032	100.0%	$36,422	$22,434,776,577	100.0%	$18,211	163.6	100.0%	$18,211	**$72,843**	100.0%	**$91,500**
			$36,422			$18,211			$18,211	**$72,843**		

Source: U.S Bureau of the Census

Source: CT. Office of Policy & Management

Source: CCRPA

Updated: 2/11/2014

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: Agency Board
FROM: Carl J. Stephani, Executive Director
DATE WRITTEN: February 12, 2014

FOR AGENDA: February 18, 2014
SUBJECT: Staffing needs during Transition

Town Manager Robert Lee has asked that this item be included on the agenda.
As you know, on or before December 31, 2014, the CCRPA will lose its state designation as a Regional Planning Agency (RPA) under CGS Section 8-31a.

OPM and ConnDOT have recommended that some time prior to that date the Agency establish a "Transition Board" to conduct the necessary affairs of the organization between December 31, 2014, and the time when the organization's assets are fully liquidated.

During that "Transition Period" (between December 31, 2014, and whenever the organization is completely liquidated) there will be a need for staff work to be performed. One other RPO in the State is in a similar situation, however they do not host a Metropolitan Planning Organization (MPO), Economic Development District (EDD), or Paratransit Service. Their solution will be to contract with a current staff member for a period of time to help "close out the books" for the organization.

In our situation, we not only need to close out the books for the RPO, but we also need to prepare and implement succession plans to smoothly move the organization's MPO, EDD, and Paratransit Service - which involve the majority of the organization's current projects and staff - thru the appropriate transition. The MPO transition in particular is difficult to identify at this point because MPO re-structuring is the topic of a Study which ConnDOT is preparing for presentation to the Legislature on July 1, 2014. For that reason it has been suggested by ConnDOT that the initiation of changes to MPOs should be deferred until after their Study is completed.

In view of these facts, it is my intention to prepare a budget for the FY2014-2015 for your initial review at the March Board meeting that would continue to fund staffing to maintain the operations of the Central Connecticut MPO, EDD and Paratransit Service thru June 30, 2015, with the staffing required to continue to perform those functions. Then, as succession plans are approved and implemented for each of those functions, the funding and staffing associated with them would be also be transitioned.

There is no recommendation associated with this topic. The normal annual budget review process will provide you with a Draft Budget at your March meeting, a Preliminary Budget at your April meeting, a Final Budget at your May meeting, with Final Budget adoption at the June meeting; unless you direct otherwise.

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: Agency Board
FROM: Carl J. Stephani, Executive Director

DATE WRITTEN: February 12, 2014
FOR AGENDA:

SUBJECT: Setting regular meeting date/time/location

The Agency Board has traditionally met in the evenings (Section IV.A of the Agency's Bylaws states: "Unless otherwise determined, the Board shall meet at 7:30 P.M. on the first Thursday of every month except in July and August").

It may be more convenient for you, as CEOs, to meet during the daytime.

It would be convenient for members of the public and others who are interested in the operations of the Board to have a regular schedule of meeting; such as, noon on the third Tuesday of the month at the CCRPA offices. Special meetings can always be called. (Section IV.C of the Agency Bylaws states: "Special meetings may be called by the Agency Board Chairperson, or by petition to the Secretary by 20% of the Agency Board members representing at least three towns").

On that basis, it is my

RECOMMENDATION
that your Board
Select a regular time, day and location for holding Agency Board meetings so that staff can advise interested parties appropriately.

REGIONAL PLANNING ORGANIZATION (RPO) RE-ORGANIZATION

Questions/Answers

February 2014

1. Must our municipality vote to withdraw from the CCRPA's RPO?
   No. The CCRPA's RPO will be dissolved automatically by statute on December 31, 2014. If you wish to withdraw from the CCRPA's RPO prior to that date, you would need to adopt a resolution to do that.

2. When should our municipality join its new RPO?
   That is a decision between you and your new RPO. COGCNV has indicated that it would like Bristol and Plymouth to join them as of January 1, 2015; CRCOG and NW Hills COG may have different preferences.

3. What value do we have to our new RPO?
   As of July 1, 2014, the Statutes will award an annual grant of $.50 per capita to each RPO in the State which is not being dismembered. The CCRPA RPO is being dismembered and does not qualify for that grant. Whether you become a member of your new RPO on September 1, 2014, or January 1, 2015, your new RPO will still receive the benefit of your per capita allocation during FY2014-2015.

4. How to we join our new RPO?
   You adopt a resolution which indicates your determination to do so, and advise your new RPO.

5. Does our municipality need to do anything to continue as a member of the Region's Metropolitan Planning Organization (MPO), Economic Development District (EDD), and Paratransit Service?
   No. The operation of those programs is not directly impacted by the dissolution of the Region's RPO.