

MAYOR AND SELECTMEN'S MEETING AGENDA

Monday, April 1, 2024@ 7:00 PM

Putnam Municipal Complex

Room 109

200 School Street, Putnam, CT

Also via Zoom:

Join Zoom Meeting

[https://us06web.zoom.us/j/8647](https://us06web.zoom.us/j/86471515974)

1515974

Meeting ID: 864 7151 5974

• +1 646 558 8656 US

-
1. Call to Order by the Presiding Officer
 2. Pledge of Allegiance
 3. Public Comment – 3 – minute maximum per person
 4. Approval of the Minutes
 - A. Minutes from March 18, 2024, Board of Selectmen Meeting
 5. Petitions & Communications
 - A. Letter from Nancy Cole, Business Manager
 - B. Letter from Living Faith United Methodist Church
 6. Reports of Special Committee
 7. Reports of Standing Committee
 - A. General Government Committee
 8. Unfinished Business
 - A. Purchase & Sale Agreement – Eversource property
 - B. Set the date for Public Hearing and Special Town Meeting (April 22nd 6:00 & 6:30 PM)
 - 9.. Grant Considerations and Updates
 - A. Putnam EMS/CDS Application
 10. New Business
 - A. Review and Approval of annual update of Annual Fair Housing Compliance Documents
 - B. Waiver of Building Permit for Board of Education Generator
 - C. Homeland Security Grant
 11. Public Comment – 3- minute maximum per person.

12. Executive Session – Contract Negotiations, Real Estate

13. Adjournment

Mayor and Selectmen's Meeting
 March 18, 2024
 Also, Via Zoom:
 Meeting ID # 835 7003 8813

TOPIC	DISCUSSION		
PRESENT:	Mayor Seney, Deputy Mayor Simmons, Selectman Hayes, Selectman Paquin, Selectman Pomes, Selectman Pempek, Selectwoman Marion		
ABSENT:			
1.	Call to Order	Mayor Seney called the meeting to order at 7:00 PM	
2.	Pledge of Allegiance	Led by Mayor Seney	
3.	Public Comment		None
4.	Approval of the Minutes	A.	<p>Minutes from March 4, 2024, Board of Selectmen Meeting</p> <p>Selectman Paquin made a motion not approve the minutes from the March 4, 2024, Board of Selectmen Meeting as presented. The motion was seconded by Selectman Pempek and passed with Selectman Hayes abstaining.</p>
5.	Petitions & Communications		None
6.	Reports of Special Committees		None
7.	Reports of Standing Committees	A.	<p>General Government Committee</p> <p>None</p>
8.	Town Administrator Sistare		Town Administrator Sistare reviewed the report with the Board.
9.	Unfinished Business		None
10.	Grant Considerations and Updates		<p>None</p> <p>Selectman Pempek made a motion to add item 11D) Resolution from the</p>

			State of CT. ECD to the agenda. The motion was seconded by Selectman Paquin and passed unanimously.
11.	New Business	<p>A. Rovero-Jacques Bridge – (1 lane metal) Preliminary bridge report was given to the Board. Alternative access to the WPCA treatment plant were talked about.</p> <p>B. YMCA Property Town Administrator Sistare stated the Town is getting an appraisal on the three lots next to the YMCA. A MOU is being drawn up to allow trucks to access the WPCA treatment plant from the YMCA property.</p> <p>C. School Reimbursement The Audit report from the High School project was given to the Board. The remaining funds should be received by the Town in the next batch of payments from the State.</p> <p>D. Resolution – State of CT. ECD Deputy Mayor Simmons made a motion to have Mayor Seney execute the State of Ct ECD resolution. The motion was seconded by Selectman Paquin and passed unanimously.</p>	
12	Adjournment		Selectman Pempek made a motion to adjourn at 7:33 PM. The motion was seconded by Selectman Paquin and passed unanimously.
			Respectfully submitted: Denise A. Geeza, Executive Assistant



PUTNAM PUBLIC SCHOOLS

Steve Rioux Superintendent of Schools
152 Woodstock Avenue, Putnam, CT 06260
Phone: 860-963-6900 Email: rioux@putnam.k12.ct.us

March 20, 2024

Mayor Barney Seney
Town of Putnam
200 School Street
Putnam, CT 06260

Board of Selectmen
Town of Putnam
200 School Street
Putnam, CT 06260

Dear Mayor Seney and Members of the Board of Selectmen:

I wanted to take a moment to express my heartfelt gratitude for the beautiful flowers that you sent. The lovely arrangement has brightened my days, and I am truly touched by your thoughtful gesture.

As many of you may know, my career as a business administrator has been devoted to the Putnam community. I take pride in the work I have done for the students, staff, families, Town officials and community members.

You should know that the work to close this project was truly a team effort. I would like to acknowledge the assistance of Mark Jeffko of O&G Industries, who worked closely with me. His knowledge and expertise of school construction projects and ineligible costs was critical in securing the correct amount of funding. I could not have done it without his help, and I am grateful that the Town will finally receive what is owed to them.

Thank you again for your kind gesture. I appreciate your thoughtfulness.

Sincerely,

Nancy T. Cole
Business Administrator

/ntc

Proud of our Past - Charting our Future

www.putnamschoolsct.us



Dear Ms. Sistare,

Working with and helping those who are without shelter can be a daunting task. Many times you find yourself in a no win situation, stuck between what you hope for a person and where they see themselves in their own circumstances. But such a crisis compels those with the means to do something about it to act.

On February 19, 2024, Living Faith United Methodist Church in partnership with Interfaith Human Services of Putnam embarked on a new program called Just A Place To Go, a daytime warming/cooling shelter. It is *just a place to go* for food, showers, special services, and more.

We are beginning by opening on Mondays from 10-2 for light refreshments, charging electronics, showering (by appointment), laundry drop off, new clothes, and meeting with a case worker. This is in addition to our Friday Community Meal, served at noon. While Fridays are centered around *just a place to go eat*, the hall is used for socialization, games, and there is access to the IHSP-NU2U clothing closet.

As we gain momentum with use and adapt to the needs of our homeless clients, we also plan to be open on Thursdays and are investigating other services that might be available, like haircuts and wellness checks.

We are hoping your Outreach Workers will join us in this journey by scheduling meetings with their clients on either Monday or Friday at Just A Place To Go, located on the back entrance to the church, 53 Grove Street in Putnam, CT. We have created a special private meeting place where both clients and case managers can be comfortable during conversation time.

If you have any questions about Just A Place To Go or have any program suggestions, please contact me at 757-642-1655, Cathy Taylor at 860-933-0897 or Kathi Peterson at 860-455-3552.

Sincerely,

A handwritten signature in black ink that reads 'Ross Thomas Johnson'. The signature is written in a cursive, slightly stylized font.

Reverend Ross Thomas Johnson

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT, made this ____ day of April, 2024 (“Effective Date”), by and between **THE TOWN OF PUTNAM**, a municipal corporation with an address at 200 School Street, Putnam, Connecticut 06260 (hereinafter collectively referred to as “**Buyer**”), and **THE CONNECTICUT LIGHT AND POWER COMPANY d/b/a EVERSOURCE ENERGY**, a specially chartered Connecticut corporation with an address at 107 Seldon Street, Berlin, Connecticut 06037 (“**Seller**”).

WITNESSETH:

In consideration of the mutual promises and agreements hereinafter contained and other good and valuable consideration, the parties mutually agree as follows:

1. THE PROPERTY

1.1 Description. Subject to the terms and conditions of this Agreement, Seller agrees to sell and transfer, and Buyer agrees to purchase and acquire, all of Seller’s right, title, and interest in and to certain land (“**Property**”) situated in the Town of Putnam, County of Windham, and State of Connecticut, more commonly known as 161 Kennedy Drive, and more specifically described in Exhibit A attached hereto.

2. PURCHASE PRICE

2.1 Purchase Price. The purchase price for the Property (“**Purchase Price**”) is Ninety-Seven Thousand and 00/100 Dollars (\$97,000.00).

2.2 Deposit. The Buyer shall deposit Nine Thousand Seven Hundred and 00/100 Dollars (\$9,700.00) (the “**Deposit**”), with Seller’s counsel, Updike, Kelly & Spellacy, P.C.

2.3 Payment. At Closing, Buyer shall pay Seller the Purchase Price, inclusive of the Deposit and subject to adjustment for the prorations as provided herein in immediately available funds.

3. CLOSING OF TITLE

3.1 Closing Date. The closing of title (the “**Closing**”) shall, subject to the provisions hereof, be held through the mails upon thirty (30) days prior written notice from Buyer to Seller; provided, that in no event shall the Closing occur, (i) prior to the expiration of the Due Diligence Period, or (ii) subsequent to May 31, 2024 (the “**Closing Date**”). Possession of the Property shall be delivered to Buyer on the Closing Date in the condition specified in **Section 10.2**.

4. DUE DILIGENCE PERIOD

4.1 Inspection. During the period from the date of this Agreement and continuing to April 1, 2024 (the “**Due Diligence Period**”), Buyer shall, in good faith, at Buyer’s sole cost and expense, review and investigate the Property, the character, quality and general utility of

the Property and the state of title to the Property. If, during the Due Diligence Period, Buyer determines in Buyer's sole discretion that the Property is not acceptable, Buyer shall have the right to terminate this Agreement by delivery of written notice to Seller on or before the last day of the Due Diligence Period. If Buyer exercises its right to terminate as aforesaid, this Agreement shall terminate as of the date such termination notice is given by Buyer, in which event the Deposit shall be returned to Buyer. If Buyer does not exercise its right to terminate, this Agreement shall continue in full force and effect, and Buyer shall have no further right to terminate this Agreement pursuant to this **Section 4.1**. During the Due Diligence Period, Seller shall provide Buyer and Buyer's representatives with access to the Property at reasonable times during normal business hours on business days for the purposes of carrying out the responsibilities of Buyer pursuant to this **Section 4.1**.

4.2 No Conduct of Tests. During the Due Diligence Period, Buyer shall not be permitted to conduct any physical or environmental inspection of the Property.

4.3 Buyer's Due Diligence Agreements. Prior to any access to the Property Buyer shall procure, and cause Buyer's agents, contractors or representatives (collectively, "**Buyer's Agents**"), to procure, and to at all times maintain while this Agreement remains in force and effect, a commercial general liability insurance policy of at least \$1,000,000 per occurrence, naming Seller as an additional insured party and providing for prior written notice to Seller prior to any cancellation or modification.

5. TITLE TO AND CONDITION OF THE PROPERTY

5.1 Conveyance of the Property. Seller shall convey title to the Property to Buyer by Quit-Claim Deed (the "**Deed**"), in the form Exhibit B, attached hereto.

5.2 Title.

A. During the Due Diligence Period, Buyer shall conduct, at its own cost and expense, such title search of the Property as it deems necessary to determine the existence of any title defects. No matter shall be construed as a defect in title so long as such matter is not construed as such under the Standards of Title of the Connecticut Bar Association, whenever applicable. Notice of any defect in title shall be given to Seller not later than forty-five (45) days after the date of this Agreement. If Buyer timely notifies Seller of a defect in title to the Real Property, Seller shall have ten (10) days (the "**Title Cure Period**") after receipt of such notice during which Seller may, but shall not be obligated to, remedy the defect(s) specified in Buyer's notice. Upon the first to occur of (i) Seller's notice to Buyer of Seller's inability to remedy such defect in title, or (ii) the expiration of the Title Cure Period at a time when Seller shall have failed to remedy any defect in title, Buyer shall have a period of ten (10) days to elect in writing (the "**Buyer's Election Notice**") either (a) to accept that title which Seller is able to convey, subject to the provisions of **Section 11** hereof, or (b) to terminate this Agreement, in which event the Deposit shall be returned to Buyer, and this Agreement shall thereafter become null and void and all parties hereto shall be released from any liability hereunder, except any liability which expressly survives such termination as set forth in this Agreement. If Buyer fails to deliver to Seller the Buyer's Election Notice during such ten (10) day period, then Buyer shall be deemed to have elected to terminate this Agreement.

B. If Buyer notifies Seller of its election to accept title with any such defect(s) within such ten (10) day period, then the Closing Date shall be the later of the Closing Date specified in **Section 3**, or fifteen (15) days after Seller's receipt of the Buyer's Election Notice, but in no event later than the Closing Date in Section 3.

C. If Seller remedies the defect specified in the Buyer's Election Notice before the expiration of the Title Cure Period, then the Closing Date shall be the later of the Closing Date specified in **Section 3** or fifteen (15) days after Seller delivers to Buyer written notice that such title defect has been remedied, but in no event later than the Closing Date in Section 3.

D. Buyer shall accept the Real Property subject to (i) any state of facts which an accurate survey or physical inspection of the Property would disclose, and (ii) the following items: building and zoning restrictions and regulations of the municipal authorities and amendments and additions thereto in effect at the Closing Date; sewer, drainage, water, gas, electric and telephone easements serving the Property, if any; the lien of non-delinquent real property taxes and assessments.

E. Unless Buyer terminates this Agreement pursuant to **Section 5.2.A** above, Buyer shall be deemed to have agreed to purchase the Property subject to any matter Buyer accepts or is deemed to have accepted under **Sections 5.2.A and 5.2.D** hereof.

6. REPRESENTATIONS AND WARRANTIES

6.1 Seller. The representations and warranties of Seller in this **Section 6.1** are a material inducement for Buyer to enter into this Agreement. Such representations and warranties of Seller shall be true, accurate and complete as of the date hereof and on the Closing Date. Seller's representations and warranties shall not survive the Closing and the passing of title to the Property. Seller represents and warrants to Buyer as follows:

A. Seller is a specially chartered corporation duly organized, validly existing and in good standing under the laws of the State of Connecticut. Seller has the requisite power to carry out its business, execute this Agreement, and perform its obligations hereunder.

B. This Agreement is a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally.

C. The execution, delivery and performance of this Agreement by Seller have been duly authorized by all necessary action on the part of Seller and all required consents or approvals have been obtained.

D. Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and the Income Tax Regulations thereunder.

E. Seller has not dealt with any real estate broker or finder in connection with the sale of the Property to Buyer or this Agreement.

F. At the Closing, there will be no outstanding contracts made by Seller for any improvements to the Property which have not been fully paid for.

6.2 Buyer. The representations and warranties of Buyer in this **Section 6.2** are a material inducement for Seller to enter into this Agreement. Such representations and warranties of Buyer shall be true, accurate and complete as of the date hereof and on the Closing Date. Buyer's representations and warranties shall not survive the Closing and the passing of title to the Property. Buyer represents and warrants to Seller as follows:

A. Buyer is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Connecticut. Buyer has the requisite power to carry out its business, execute this Agreement, and perform its obligations hereunder.

B. The execution, delivery and performance of this Agreement by Buyer have been duly authorized by all necessary action on the part of Buyer and all required consents or approvals have been obtained.

C. This Agreement is a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally.

D. Buyer has not dealt with any real estate broker or finder in connection with the purchase of the Property from Seller or this Agreement.

7. COVENANTS

7.1 Seller. Seller covenants and agrees with Buyer as follows:

A. Seller shall use reasonable efforts, in good faith and with diligence, to cause all of the representations and warranties made by Seller in **Section 6.1** hereof to be true and correct on and as of the Closing Date.

B. From the date hereof through the Closing Date, Seller shall continue to maintain, repair, manage and operate the Property, as applicable, consistent with Seller's past practices and in a businesslike manner.

C. Seller shall not modify, amend, encumber or permit the Property to be encumbered with any encumbrance, lien or other claim or right.

7.2 Buyer. Buyer covenants and agrees with Seller to use reasonable efforts, in good faith and with diligence, to cause all of the representations and warranties made by Buyer in **Section 6.2** hereof to be true and correct on and as of the Closing Date.

8. RESERVED

9. CONDITIONS PRECEDENT

9.1 Seller. The obligations of Seller to Close under this Agreement are subject to satisfaction of all the conditions set forth in this **Section 9.1**. Seller may waive any or all such conditions in whole or in part, but any such waiver shall be effective only if made in writing. After the Closing, any such condition that has not been satisfied shall be treated as having been waived in writing. No such waiver shall constitute a waiver by Seller of any of its rights or remedies if Buyer defaults in the performance of any covenant or agreement to be performed by Buyer under this Agreement or if Buyer breaches any representation or warranty made by Buyer in **Section 6.2** hereof. If any condition set forth in this **Section 9.1** is not fully satisfied or waived in writing by Seller, this Agreement shall terminate, but without releasing Buyer from liability if Buyer defaults in the performance of any covenant or agreement to be performed by Buyer under this Agreement or if Buyer breaches any such representation or warranty made by Buyer before such termination. The conditions are as follows:

A. On the Closing Date, Buyer shall not be in default in the performance of any material covenant to be performed by Buyer under this Agreement.

B. On the Closing Date, all representations and warranties made by Buyer in **Section 6.2** hereof shall be true and correct in all material respects as if made on and as of the Closing Date.

9.2 Buyer. The obligations of Buyer to Close under this Agreement are subject to satisfaction of all of the conditions set forth in this **Section 9.2**. Buyer may waive any or all of such conditions in whole or in part, but any such waiver shall be effective only if made in writing. After the Closing, any such condition that has not been satisfied shall be treated as having been waived in writing. No such waiver shall constitute a waiver by Buyer of any of its rights or remedies if Seller defaults in the performance of any covenant or agreement to be performed by Seller under this Agreement or if Seller breaches any representation or warranty made by Seller in **Section 6.1** hereof. If any condition set forth in this **Section 9.2** is not fully satisfied or waived in writing by Buyer, this Agreement shall terminate, but without releasing Seller from liability if Seller defaults in the performance of any covenant or agreement to be performed by Seller under this Agreement or if Seller breaches any such representation or warranty made by Seller before such termination. The conditions are as follows:

A. On the Closing Date, Seller shall not be in default in the performance of any material covenant to be performed by Seller under this Agreement.

B. On the Closing Date, all representations and warranties made by Seller in **Section 6.1** hereof shall be true and correct in all material respects as if made on and as of the Closing Date.

10. CLOSING

10.1 Procedure. The following shall occur at the Closing on the Closing Date:

A. Seller shall deliver to Buyer:

(i) the Deed, duly executed and acknowledged by Seller;

(ii) a Non-Foreign Affidavit duly executed by Seller and in form sufficient to satisfy the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder; and

(iv) such affidavits or certificates as may be reasonably required by any title insurance company furnishing title insurance in connection with the purchase of the Property regarding: (a) parties and possession, and (b) mechanic's and materialmen's liens.

B. Buyer shall deliver to Seller the total Purchase Price for the Property in immediately available funds in accordance with **Section 2.1** hereof, subject to adjustment in accordance with **Section 10.4** hereof;

10.2 Possession. Seller shall transfer vacant possession of the Property to Buyer on the Closing Date.

10.3 Adjustment Date. For purposes of this Agreement, the term "**Adjustment Date**" shall mean 12:00 midnight preceding the day on which funds are to be transferred to the Seller in accordance with **Section 10.1**. If for any reason whatsoever, Seller does not receive the funds pursuant to **Section 10.1**, the adjustments under this **Section 10.3** shall be recomputed daily until such receipt by Seller. All adjustments shall be to the Purchase Price and shall be calculated on the basis of a 365-day year.

10.4 Customary Adjustments. Subject to the provisions of **Section 10.5** below, all customary adjustments to the Purchase Price, if any, shall be adjusted as of the Adjustment Date in accordance with the standards and customs of the Wyndam County Bar Association.

10.5 Costs.

A. Buyer shall pay the following costs of closing this transaction:

(i) the fees and costs of its legal counsel;

(ii) all costs of recording instruments relative to the sale of the Property, including the Deed and any survey of the Property (Buyer hereby agreeing to deliver to Seller recording information for any such survey or other instrument within five (5) days of recording), but excluding the cost of recording any instruments necessary to deliver clear title as required by **Section 5.1**; and

(iii) the cost of any title insurance which Buyer may desire with respect to title to the Property.

B. Seller shall pay the fees and costs of its legal counsel.

11. MISCELLANEOUS

11.1 Buyer Default. Because (i) anticipated damages hereunder are uncertain in amount and difficult to prove, (ii) the parties hereto wish to liquidate said damages in advance, and (iii) monies paid pursuant to this Agreement are not greatly disproportionate to the damage reasonably anticipated in the event of default, it is further agreed that if Buyer is unable to perform in accordance with the provisions hereof, Buyer shall forfeit all claims to the Property, and the Deposit shall become the sole property of Seller. In such event, this Agreement shall terminate and become null and void and all parties hereto shall be released from any liability hereunder, except for any obligations which by their terms survive termination of this Agreement.

11.2 Seller Default. If Seller shall refuse or fail to convey the Property as herein provided or otherwise be in default of this Agreement for any reason other than (i) a default by Buyer, or (ii) any other provision of this Agreement which permits Seller to terminate this Agreement or otherwise relieves Seller of the obligation to convey the Property, then Buyer shall elect as its sole remedy, either to terminate the Agreement and recover the Deposit, or to specifically enforce Seller's obligations to convey the Property.

11.3 Governing Law. This Agreement shall be construed according to the internal laws of the State of Connecticut.

11.4 Entire Agreement. This Agreement states the entire agreement between the parties and supersedes all prior agreements and negotiations, either oral or written, with respect to the subject matter hereof and neither Seller nor Buyer is or shall be bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in this Agreement.

11.5 Notice. Any notice, demand or other written instrument permitted or required to be given or sent under this Agreement, shall be in writing, signed by the party giving the same, and shall be sent by overnight courier, effective upon receipt, addressed to the party intended to receive the same at the address set forth below:

If to Buyer:

Town of Putnam
200 School Street
Putnam, Connecticut 06260

If to Seller:

The Connecticut Light and Power Company
d/b/a Eversource Energy
107 Selden Street
Berlin, Connecticut 06037

with a copy to:

Updike, Kelly & Spellacy, P.C.
265 Church Street - 10th Floor
New Haven, Connecticut 06510
Attn: John Mulcahy, Esq.

Any party hereto shall have the right to change the place to which any such notice shall be sent by a similar notice sent in like manner to all parties hereto.

11.6 Agreement Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and permitted assigns.

11.7 Assignment. Buyer shall not assign its interests in this Agreement without the prior written consent of Seller, which may be withheld in Seller's sole discretion.

11.8 Attorneys' Fees. If there is any legal action or proceeding between Seller and Buyer arising from or based upon this Agreement, including, without limitation, arbitration, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by such prevailing party in such action or proceeding. The provisions of this **Section 11.8** shall survive the Closing and/or any termination of this Agreement.

11.9 Further Assurances. From and after the date of this Agreement, Seller and Buyer shall do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement.

11.10 Modifications; Waivers. No provision of this Agreement may be, amended, waived or modified, including, without limitation, by conduct, custom or course of dealing, other than by an express writing signed by the party against whom enforcement of such amendment, waiver or modification is sought.

11.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which, when taken together, shall constitute one and the same Agreement.

11.12 Severance. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.

11.13 Interpretation. This Agreement shall be interpreted without regard to any presumption or other rule requiring construction against the party that drafted this Agreement. If any words or phrases in this Agreement shall have been stricken out or otherwise mutually eliminated; whether or not any other words or phrases have been added, this Agreement shall be construed as if the words or phrases so stricken out or otherwise eliminated were never included in this Agreement and no implication or inference shall be drawn from the fact that said words or phrases were so stricken out or otherwise eliminated. Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words imparting the singular number shall mean and include the plural number and vice versa.

[remainder of page intentionally left blank; signature page follows]

[signature page to Agreement for Sale and Purchase of Real Estate]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above mentioned.

SELLER:

**THE CONNECTICUT LIGHT AND POWER
COMPANY d/b/a EVERSOURCE ENERGY**

By: _____

Printed Name: _____

Its: _____

BUYER:

TOWN OF PUTNAM

By: _____

Printed Name: _____

Its: _____

SCHEDULE OF EXHIBITS

EXHIBIT A - Description of Real Property

EXHIBIT B – Form of Deed

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

161 Kennedy Drive, Putnam, Connecticut (Map 015/Block 122/Lot 000)

Being all that parcel of land lying in the easterly side of Kennedy Drive in the Town of Putnam, Windham County, and state of Connecticut as depicted on a map or plan entitled, **“MAP SHOWING EASEMENT TO BE RESERVED ACROSS LAND OF THE TOWN OF PUTNAM, PUTNAM, CONNECTICUT”** DATE 3/12/2024 SCALE 1” = 20’ R.E. DWG:24250.

Said Parcel of land is bounded and described as follows:

Beginning at the southwest corner of the herein described parcel of land at a rebar set in the easterly line of Kennedy Drive and in the northerly line of land now or formerly of the Global Manufacturing LLC.

Thence running N12°-10’-55” E along Kennedy Drive, a distance of 334.18’ to a mag nail set in pavement at the northwesterly corner of the herein described parcel of land; thence running N 89°-07’-03” E along land now or formerly of the Town of Putnam, a distance of 94.04’ to a Mag nail set in pavement; thence running S 6°-33’-58” E along land of the Town of Putnam, a distance of 154.40’ to a Railroad spike set in pavement; thence running s 19°-36’-02”W along land of said Town of Putnam, a distance of 130.19’ to the northwesterly corner of land of Global Manufacturing LLC.

The following four courses are bounded on said land of the Global Manufacturing LLC: thence running S 2°-11’-57” E a distance of 38.86’ to a point; thence running S 86°-39’-45” W a distance of 23.12’ to a point; thence running S 2°-51’-44” E a distance of 11.02’ to a Monument Reset; thence running S 88°-35’-32” W a distance of 117.44’ to the point and place of beginning. Said parcel of land contains 0.949 acres more or less.

Reserving unto Eversource Energy the following easements:

- 1) 25’ wide Guy anchor Easement in favor of Eversource Energy Area Contains 850± SQ. FT.

The centerline of said easement is described as follows:

Beginning at a rebar set in the easterly line of Kennedy Drive at a point bears N 12°-10’-55” E a distance of 49.20’ from the Point of beginning of the southwest corner of the parcel herein described,

Thence running S 78°-37’-43” E a distance of 34.00’ to a point at the easterly terminus of said easement.

- 2) A 25’ wide easement in favor of Eversource Energy Area Contains 3414± SQ. FT.
The Centerline of said easement is described as follows:

Beginning at a point in the easterly line of Kennedy Drive said point bears N 12°-10'-55" E a distance of 142.31' from the Point of beginning of the southwest corner of the parcel herein described,

Thence running S 86°-53'-10" E a distance of 123.49' to angle point marked by a utility pole Eversource Energy #1193; thence running S 76°-10'-08" E a distance of 13.05' to a Rebar Set in the easterly boundary of the herein described parcel of land bearing S 19°-36'-02" W A distance of 48.24' from a Railroad spike set in pavement.

Along said 25' wide Easement, is an adjacent 10' Guy Anchor Easement in favor of Eversource Energy Area Contains 369± SQ. FT. Said Guy anchor Easement lies at the northerly side of the 25' wide easement at the described angle point and is 10' wide running 20' westerly of the angle point as measured along the northerly edge of the 25' wide easement and 15.49' easterly of the angle point as measured along the northerly boundary until it intersects the boundary of the herein described parcel of land.

EXHIBIT A
FORM OF DEED
QUIT CLAIM DEED

THE CONNECTICUT LIGHT AND POWER COMPANY d/b/a EVERSOURCE ENERGY, a specially chartered Connecticut corporation with an address at 107 Seldon Street, Berlin, Connecticut 06037 (the “Grantor”) for the consideration of Ninety-Seven Thousand and 00/100 Dollars (\$97,000.00), does give, grant, bargain, sell and confirm with QUITCLAIM COVENANTS unto THE TOWN OF PUTNAM, a municipal corporation with an address at 200 School Street, Putnam, Connecticut 06260 (the “Grantee”), and its successors and assigns forever a certain parcel of land with the improvements thereon located in the Town of Putnam, Connecticut and being more particularly bounded and described on Schedule A attached hereto (the “Premises”).

As additional consideration for the Premises, Grantee for itself and its successors and assigns, as an encumbrance on and against the Premises running with the land, indemnifies, defends, holds harmless, releases and forever discharges Grantor and its affiliates and its and their respective officers, directors, trustees, shareholders, partners, principals, affiliates, subsidiaries, employees, and their respective successors and assigns, from and/or in connection with any and all manner of action and actions, causes and causes of action, suits, debts, sums of money, fines, penalties, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands at law or in equity, whether known or unknown, which Grantee now has or may have in the future and/or which may be brought against Grantor or Grantee, arising out of or in any way connected with the environmental, physical, economic, legal or other condition of the Premises.

Reserving, however, to the Grantor, its successors and assigns forever, the following rights and easements over, under and across the portion of the Premises depicted on Schedule A-2 attached hereto:

1. The right to erect, install, construct, reconstruct, repair, maintain, replace, upgrade, relocate, inspect, patrol, operate and remove upon, over, under, through and across the easement areas identified on Schedule A-2 (the “Easement Areas”), electrical and/or communication facilities, including without limitation: poles, towers, cross-arms, guys, foundations, anchors, braces, ducts, manholes, other structures, wires, cables, conduit, conductors, fixtures and appurtenances useful in conducting electricity and/or for providing and maintaining electric and/or communication service; and monuments and signs appropriate to locate the boundaries of the Easement Areas, and
2. The right to conduct electricity and to provide electric and/or communication service by means of such facilities, and

3. The right, interests and easements to trim and keep trimmed, cut, clear and remove by mechanical means or otherwise, trees, limbs, branches, underbrush and other growth any parts of which are within the Easement Areas or on the lands conveyed herein and which in the sole opinion of the Grantor may interfere with the exercise of the rights and/or easements herein reserved or, in the sole opinion of Grantor, create a hazard to the facilities now or in the future constructed by the Grantor within the Easement Areas or impede access to the Easement Areas or such facilities, and
4. The right, interests and easements to control the growth of trees, limbs, branches, underbrush and other growth by the use of chemicals or other means, provided such chemicals shall not be applied in areas that at the time of exercising such rights are used for growing crops, or for grassland, and
5. The right, interests and easements to burn or otherwise dispose of all wood or brush cut, and
6. The right, interests and easements to reconfigure or otherwise remove any structures or other improvements (including, without limitation, curbing, pavement, parking areas), above or below grade within or projecting into the Easement Areas, and
7. The right, interests and easements for Grantor, its employees, contractors, agents and invitees to enter upon, travel, transport personnel, materials and equipment over and across the lands conveyed herein to the extent reasonably necessary for the use of, or access to, the Easement Areas, and
8. The right, interests and easements to grade, excavate, fill or otherwise improve the Easement Areas.
9. The right, interests and easements for Grantor, its employees, contractors, agents and invitees to access, cross and to use for construction laydown purposes, the lands conveyed herein.
10. The rights, interests and easements reserve herein are intended to be in the nature of permanent easements for the benefit of Grantor, its successors and assigns, and are fully apportionable and fully assignable or transferable, all or in part.
11. By acceptance of this conveyance, the Grantee hereby agrees, as a covenant running with the land, that except upon written consent from the Grantor:
 - a) No buildings or structures shall be constructed or materials, equipment, or vehicles permanently or temporarily stored within the Easement Areas; and
 - b) No grading, excavating, filling or flooding shall be placed with the Easement Areas, and
 - c) No trees or other plantings which might adversely affect underground facilities shall be placed with the Easement Areas, and

d) No use shall be made of the Easement Areas which, in the opinion of the Grantor, may interfere with the rights herein reserved or which may create a hazard to the facilities now or in the future installed by the Grantor with the Easement Areas.

12. No cessation of use or operation of all or any portion of the Easement Areas by Grantor shall be deemed an abandonment thereof resulting in the termination of any aspect of the rights, interests, or easements reserved herein.

13. Any references to "Grantor" and "Grantee" herein shall also include its respective successors and assigns. All rights, interests, easements and obligations of the parties herein shall run with the land.

[remainder of page intentionally left blank; signature page follows]

[signature page to Quit-Claim Deed]

IN WITNESS WHEREOF, THE CONNECTICUT LIGHT AND POWER COMPANY, acting herein by _____ as its _____, hereunto duly authorized, has caused its name to be signed this ____ day of _____, 2024.

Signed and delivered in the presence of:

THE CONNECTICUT LIGHT AND POWER COMPANY (d/b/a Eversource Energy)

Print Name

Print Name

Print Name

Print Name

By _____
Print Name: _____
Duly Authorized

GRANTEE:
TOWN OF PUTNAM

By _____
Print Name: _____
Duly Authorized

[acknowledgement page to Quit-Claim Deed]

STATE OF CONNECTICUT)
) ss: Berlin _____, 2024
COUNTY OF HARTFORD)

Personally appeared _____ as its _____ of agent of THE CONNECTICUT LIGHT AND POWER COMPANY d/b/a EVERSOURCE ENERGY, signer of the foregoing instrument, and acknowledged the same to be his/her free act and deed and the free act and deed of said corporation.

Notary Public
My Commission Expires:

STATE OF)
) ss: _____, 2024
COUNTY OF _____)

Personally appeared _____, _____ of the TOWN OF PUTNAM, signer of the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of said municipality.

Notary Public
My Commission Expires:

SCHEDULE A

161 Kennedy Drive, Putnam, Connecticut (Map 015/Block 122/Lot 000)

Being all that parcel of land lying in the easterly side of Kennedy Drive in the Town of Putnam, Windham County, and state of Connecticut as depicted on a map or plan entitled, "MAP SHOWING EASEMENT TO BE RESERVED ACROSS LAND OF THE TOWN OF PUTNAM, PUTNAM, CONNECTICUT" DATE 3/12/2024 SCALE 1" = 20' R.E. DWG:24250.

Said Parcel of land is bounded and described as follows:

Beginning at the southwest corner of the herein described parcel of land at a rebar set in the easterly line of Kennedy Drive and in the northerly line of land now or formerly of the Global Manufacturing LLC.

Thence running N12°-10'-55" E along Kennedy Drive, a distance of 334.18' to a mag nail set in pavement at the northwesterly corner of the herein described parcel of land; thence running N 89°-07'-03" E along land now or formerly of the Town of Putnam, a distance of 94.04' to a Mag nail set in pavement; thence running S 6°-33'-58" E along land of the Town of Putnam, a distance of 154.40' to a Railroad spike set in pavement; thence running s 19°-36'-02"W along land of said Town of Putnam, a distance of 130.19' to the northwesterly corner of land of Global Manufacturing LLC.

The following four courses are bounded on said land of the Global Manufacturing LLC: thence running S 2°-11'-57" E a distance of 38.86' to a point; thence running S 86°-39'-45" W a distance of 23.12' to a point; thence running S 2°-51'-44" E a distance of 11.02' to a Monument Reset; thence running S 88°-35'-32" W a distance of 117.44' to the point and place of beginning. Said parcel of land contains 0.949 acres more or less.

Reserving unto Eversource Energy the following easements:

- 1) 25' wide Guy anchor Easement in favor of Eversource Energy Area Contains 850± SQ. FT.

The centerline of said easement is described as follows:

Beginning at a rebar set in the easterly line of Kennedy Drive at a point bears N 12°-10'-55" E a distance of 49.20' from the Point of beginning of the southwest corner of the parcel herein described,

Thence running S 78°-37'-43" E a distance of 34.00' to a point at the easterly terminus of said easement.

- 2) A 25' wide easement in favor of Eversource Energy Area Contains 3414± SQ. FT.

The Centerline of said easement is described as follows:

Beginning at a point in the easterly line of Kennedy Drive said point bears N 12°-10'-55" E a distance of 142.31' from the Point of beginning of the southwest corner of the parcel herein described,

Thence running S 86°-53'-10" E a distance of 123.49' to angle point marked by a utility pole Eversource Energy #1193; thence running S 76°-10'-08" E a distance of 13.05' to a Rebar Set in the easterly boundary of the herein described parcel of land bearing S 19°-36'-02" W A distance of 48.24' from a Railroad spike set in pavement.

Along said 25' wide Easement, is an adjacent 10' Guy Anchor Easement in favor of Eversource Energy Area Contains 369± SQ. FT. Said Guy anchor Easement lies at the northerly side of the 25' wide easement at the described angle point and is 10' wide running 20' westerly of the angle point as measured along the northerly edge of the 25' wide easement and 15.49' easterly of the angle point as measured along the northerly boundary until it intersects the boundary of the herein described parcel of land.

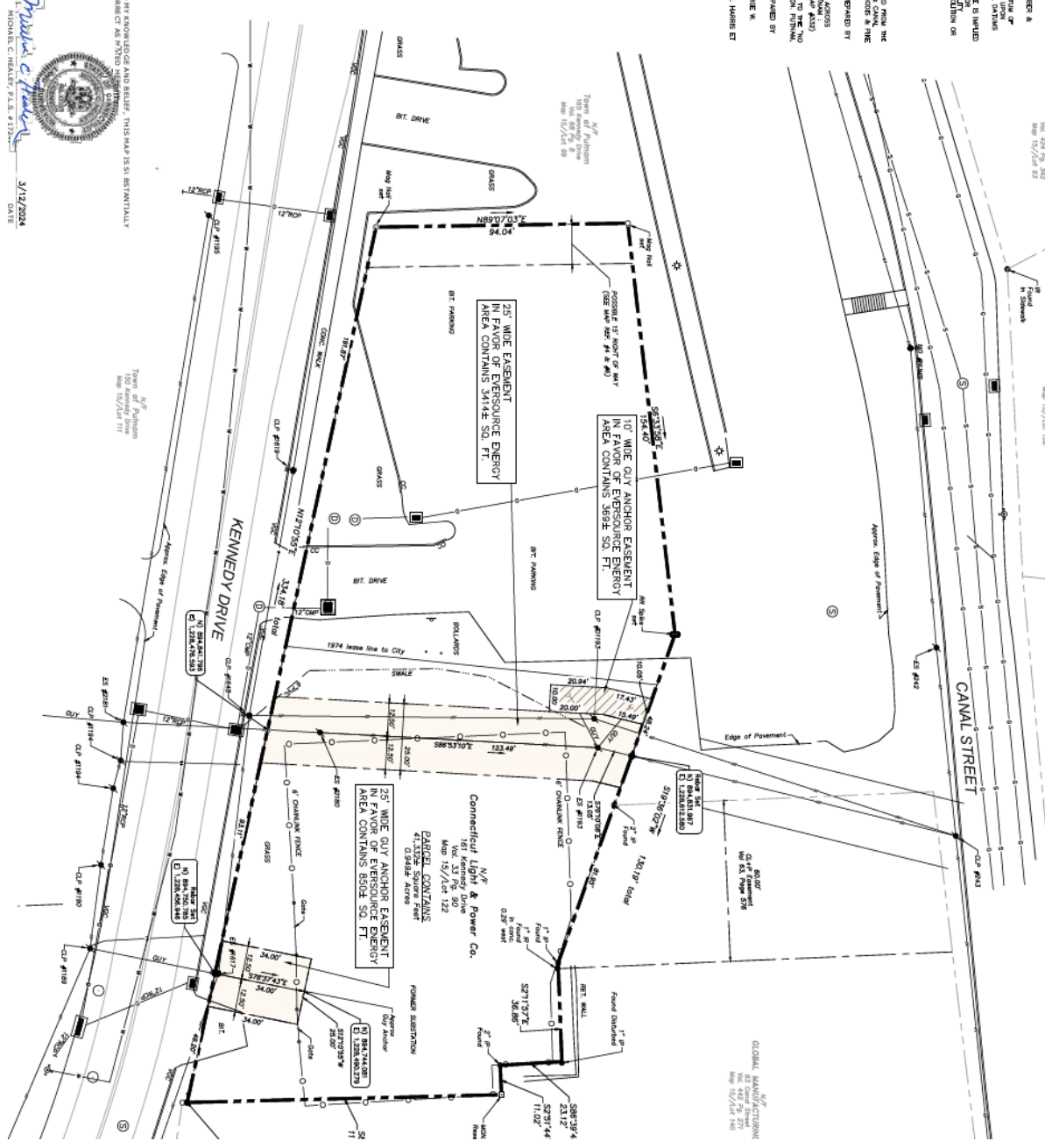
Thence running S 86°-53'-10" E a distance of 123.49' to angle point marked by a utility pole Eversource Energy #1193; thence running S 76°-10'-08" E a distance of 13.05' to a Rebar Set in the easterly boundary of the herein described parcel of land bearing S 19°-36'-02" W A distance of 48.24' from a Railroad spike set in pavement.

Along said 25' wide Easement, is an adjacent 10' Guy Anchor Easement in favor of Eversource Energy Area Contains 369± SQ. FT. Said Guy anchor Easement lies at the northerly side of the 25' wide easement at the described angle point and is 10' wide running 20' westerly of the angle point as measured along the northerly edge of the 25' wide easement and 15.49' easterly of the angle point as measured along the northerly boundary until it intersects the boundary of the herein described parcel of land.

SCHEDULE A-2

FIGURE 8
 LAYOUT OF
 THE PROPOSED
 ENERGY
 FACILITY
 AND
 ADJACENT
 AREAS
 AS
 SHOWN
 ON
 THIS
 PLAN
 OR
 ANY
 OTHER
 PLAN
 OR
 MAP
 OR
 RECORD
 HEREON

DEVELOPER FROM THE
 THE & CANAL
 AREAS
 3. PREPARED BY
 ANY ACCESS
 TO THE
 AREAS
 REFERRED TO IN
 THIS PLAN
 SHALL BE
 THE RESPONSIBILITY
 OF THE
 DEVELOPER
 AND
 NOT
 THE
 ENGINEER
 OR
 ARCHITECT
 UNLESS
 OTHERWISE
 SPECIFIED
 HEREON



TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY
 CORRECT AS SHOWN HEREON

THIS SURVEY IS NOT VALID UNLESS IT CONTAINS THE NAME
 AND ADDRESS OF THE ENGINEER OR ARCHITECT WHO HAS
 SUBMITTED REVISIONS TO THIS PLAN OTHER THAN BY THE
 ORIGINAL SURVEYOR SPECIFICALLY VOID THIS CERTIFICATION.

Michael C. Healey
 MICHAEL C. HEALEY, P.E., P.S.
 3/12/2024
 DATE

From: N/P
 151 Kennedy Drive
 Map 15/2/14 111

From: N/P
 43 Canal Street
 Map 15/2/14 111

MEMORANDUM

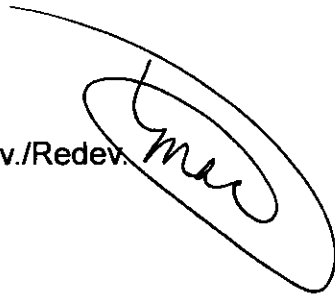
TO: Barney Seney, Mayor

CC: Elaine Sistare, Town Administrator

FROM: Mary Ann Chinatti, Director, Econ. & Comm. Dev./Redev.

DATE: March 27, 2024

SUBJ: Putnam EMS/CDS Application - Synopsis



The Town, on behalf of Putnam EMS, will be applying for a *Rural Development, Community Facilities Grant* under the Congressionally Directed Spending (CDS) Program through Senator Blumenthal's office in the amount of \$517,500. Those funds to be used for rehabilitation of the Putnam Emergency Management Services building to include:

- 2 full baths;
- 1 kitchen;
- 2 sleeping quarters;
- 1 office; and
- 1 common area.

The required match for CDS funding is based on population per the 2020 Census. Putnam's 2020 Census population was 9,230, so the Town's required match would be 45%, or \$232,875.

The required CDS preliminary questionnaire must be submitted no later than April 14, 2024. Should the Town be notified its request has been selected to advance in the process, we will then be required to complete/submit an application.

:MAC

AGENDA ITEM COVERSHEET

Submitted by: Mary Ann Chinatti, ECD Director **Date for Consideration:** April 01, 2024

Town Attorney Review Required: N/A

Financial Summary: N/A

Staff Recommendation:

Review and Approval of annual update of Annual Fair Housing Compliance Documents

April is Fair Housing

Board Action Required:

The Board is requested to:

Authorize annual updated Compliance Documents and accept the month of April as Fair Housing month. Upon approval, Mayor executes all documents requiring execution and documents are returned to the Economic and Community Development Dept. for public display.

Supporting Materials (if yes, list attachments):

- **ADA Notice**
- **Affirmative Action Policy Statement**
- **Armstrong/Walker “Excessive Force” Certification**
- **Compliance with Title VI of the Civil Rights Act**
- **Fair Housing Policy Statement**
- **Fair Housing Resolution Town of Putnam**
- **Town of Putnam’s Section 3 Plan**
- **Town of Putnam Relocation Policy**
- **Residential Antidisplacement and Relocation Assistance Plan**
- **Municipal Grievance Procedure**
- **Celebrating April is Fair Housing announcement.**

ADA NOTICE

The Town of Putnam does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities. The Town of Putnam does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided by Title II of the Americans with Disabilities Act of 1990.

Questions, concerns, complaints, or requests for additional information regarding the ADA may be forwarded to the Town of Putnam's designated ADA Compliance Coordinator.

Name: Norman B. Seney, Jr.

Title: ADA Coordinator

Office Address: 126 Church Street, Putnam, Connecticut 06260

Phone Number: 860-963-6800

E-mail Address: barney.seney@putnamct.us

Days/Hours: Monday – Wednesday 8:30 am -4:30 pm;
Thursday 8:00 am -6:00 pm; Friday 8:00 am -1:00 pm

Individuals who need auxiliary aids for effective communication in programs and services of the Town of Putnam are invited to make their needs and preferences known to the ADA Compliance Coordinator.

This notice is available upon request in large print, on audio tape, and in Braille, from the ADA Compliance Coordinator.

Norman B. Seney, Jr., Mayor

Date



TOWN OF PUTNAM

MUNICIPAL COMPLEX

TOWN HALL

200 SCHOOL STREET • PUTNAM, CT 06260

AFFIRMATIVE ACTION POLICY STATEMENT

As Mayor for the Town of Putnam, I recognize the need for Affirmative Action and I pledge my commitment to undertake positive actions to overcome the present effects of past practices or barriers to equal employment opportunity and to achieve the full and fair participation of minorities, women, people with disabilities, older persons, and all other protected groups found to be underutilized in the Town's work force or affected by policies having an adverse impact. In the spirit of Executive Order 11, signed by Governor Ella Grasso November 21, 1975, and Executive Order 9, signed by Governor William A. O'Neill on January 3, 1984, I further state that this Town will comply with the anti-discrimination provisions on the State and Federal laws and regulations listed at the end of this section.

I recognize the hiring difficulties experienced by minorities, people with disabilities and by many older persons and, where appropriate, I have set goals to overcome the present effects of past discrimination, if any, to achieve the full and fair utilization of such persons in the work force. I further pledge that the Town will affirmatively provide services and programs in a fair and impartial manner.

Where adverse impact is identified, the Town of Putnam will: (1) review its personnel policies and procedures to ensure that barriers, which unnecessarily exclude protected classes and practices, which have an illegal discriminatory impact, are identified and eliminated; (2) explore alternative approaches to employ minorities and members of protected classes; (3) administer all terms, conditions, privileges and benefits of the employment process in an equitable manner; and (4) establish procedures for the extra effort that may be necessary to ensure that the recruitment and hiring of protected group members reflect their availability in the job market.

It is the policy of the Town of Putnam to provide equal employment opportunities without consideration of race, color, religion, age, sex, marital status, national origin, genetic information, past/present history of mental disability, ancestry, mental retardation, learning or physical disabilities including but, not limited to blindness, sexual orientation, gender identity or expression, political belief or criminal record, unless the provisions of Section 46a-60(b), 46a-80(b) and 46a-81(b) of the Connecticut General Statutes are controlling or there is a bonafide occupational qualification excluding persons in one of the above protected groups. This policy applies to all aspects of the employer/employee relationship including, but not limited to, recruitment, hiring,

referrals, classifying, advertising, training, upgrading, promotion, benefits, compensation, discipline, layoff and terminations.

The Town of Putnam will implement, monitor and enforce this Affirmative Action Policy Statement in conjunction with the applicable federal and state laws, regulations and executive orders listed below: 13th, 14th, and 15th Amendments of the United States Constitution, the Civil Rights Act of 1866, 1870, 1871, the Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (non-discrimination under federal contracts), Act 1 Sections 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Section 46a-63-64), Discrimination against Criminal Offenders (46a-80), Connecticut General Statutes, Connecticut Code of Fair Accommodations Law (46-63-64), definition of Blind (46a-51(1)), definition of Physically Disabled (46a-51(15)), definition of Mentally Retarded (46a-51(13)), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60(a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title I of the State and the Local Fiscal Assistance Act of 1972 and the Americans with Disabilities Act of 1992.

This policy statement will be given annually to all Town of Putnam employees and will also be posted throughout the Town. I also expect each supplier, union, consultant and other entity(s) with which we do business to comply with all applicable State and Federal Equal Opportunity laws and regulations. The Town of Putnam will not knowingly do business with any entity debarred from participation in any federal or state program or found to be in violation of any state or federal anti-discrimination law.

The responsibility to achieve the successful implementation of our goals and objectives is Norman B. Seney, Mayor, 860-963-6800 x 103, barney.seney@putnamct.gov.

April 1, 2024

Norman B. Seney, Jr.
Mayor

THIS STATEMENT IS AVAILABLE IN LARGE PRINT OR ON AUDIO TAPE FROM JACKIE LEFEVRE, THE ADA-504 COORDINATOR BY CALLING 860-963-6834.



TOWN OF PUTNAM
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ARMSTRONG/WALKER “EXCESSIVE FORCE” CERTIFICATION

The Town of Putnam has adopted and will enforce a policy to prohibit the use of excessive force by law enforcement agencies within its jurisdiction. That policy prohibits the use of excessive force against any individuals engaged in nonviolent civil rights demonstrations.

Therefore, I certify that the above-mentioned policy:

- will stand a practicable test of use;
- will be available for review by the Department of Housing;
- will be enforced by the Town of Putnam; and
- is in compliance with the ARMSTRONG/WALKER “Excessive Force” Amendment (P.L. 101-144).

April 1, 2024

Norman B. Seney, Jr.
Mayor
Town of Putnam



TOWN OF PUTNAM
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TOWN HALL
200 SCHOOL STREET • PUTNAM, CT 06260

TOWN OF PUTNAM

COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Town of Putnam does not discriminate in the provision of services, the administration of its programs, or contractual agreements. The Town of Putnam seeks to fully carry out its responsibilities under the Title VI Regulations.

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the grounds of race, color, or national origin in programs and activities receiving Federal financial assistance. Title VI provides that “No person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program” covered by the Regulations.

This policy is effectuated through the methods of administration outlined in the Town’s Fair Housing Action Plan and is fully implemented to ensure compliance by the Town as the recipient, and by subrecipients. The cooperation of all Town personnel is required.

April 1, 2024

Norman B. Seney, Jr.
Mayor
Town of Putnam



TOWN OF PUTNAM

MUNICIPAL COMPLEX

TOWN HALL

200 SCHOOL STREET • PUTNAM, CT 06260

Fair Housing Policy Statement

It is the policy of the Town of Putnam to promote fair housing opportunities and to encourage racial and economic integration in all its programs and housing development activities.

Programs funded and administered by the Town must comply with the provisions of Section 46a-64c of the C.G.S., and with related state and federal laws and regulations that prohibit discriminatory housing practices.

The Town of Putnam or any sub-recipient of the Town will carry out an affirmative marketing program to attract prospective buyers or tenants of all majority or minority groups, without consideration of race, color, religion, sex, national origin, ancestry, creed, sexual orientation, gender identity or expression, marital status, lawful source of income, disability, familial status, age or because the individual has children in all programs and housing development activities funded or administered by the Town.

The Putnam Mayor's Office is responsible for the enforcement and implementation of this policy. Jackie LeFevre, Fair Housing Officer may be reached at 860-963-6834 or jackie.lefevre@putnamct.us.

Complaints pertaining to discrimination in any program funded or administered by the Town of Putnam may be filed with the Mayor's Office. The Town's Grievance Procedure will be utilized in these cases.

Complaints may also be filed with the Commission on Human Rights and Opportunities, Special Enforcement Unit, 450 Columbus Boulevard, Suite 2, Hartford, CT 06103, Telephone (860) 541-3403 within 180 days of the alleged violation by submitting a notarized complaint and/or the Boston Regional Office of FHEO, U.S. Department of Housing and Urban Development, Thomas P. O'Neill, Jr. Federal Building, 10 Causeway Street, Room 321, Boston, MA 02222-1092, Telephone (617) 994-8300 or 1-800-827-5005, TTY (617) 565-5453. A complaint may be filed with HUD within one year after an alleged violation. Additionally, an individual may file suit, at his/her own expense, in Federal District Court or State Court within two years of an alleged violation. If the individual cannot afford an attorney, the Court may appoint one. A suit can be brought even after filing a complaint, if the complaining party has not signed a conciliation agreement and an Administrative Law Judge has not started a hearing. A court may award actual and punitive damages and attorney's fees and costs.

A copy of this policy statement will be given annually to all Town employees and they are expected to fully comply with it. In addition, a copy will be posted throughout the Town.

Date

Norman B. Seney, Jr., Mayor

THIS STATEMENT IS AVAILABLE IN LARGE PRINT OR ON AUDIO TAPE by contacting Jackie Lefevre, Fair Housing Officer, 156 Main Street, Putnam, Connecticut 06260, Telephone 860-963-6834.



TOWN OF PUTNAM
MUNICIPAL COMPLEX
TOWN HALL
200 SCHOOL STREET • PUTNAM, CT 06260

**FAIR HOUSING RESOLUTION
TOWN OF PUTNAM**

WHEREAS, all persons are afforded a right to full and equal housing opportunities in the neighborhood of their choice; and

WHEREAS, Federal fair housing laws require that all individuals, regardless of race, color, religion, sex, handicap, familial status or national origin, be given equal access to all housing related opportunities, and be allowed to make free choices regarding housing location; and

WHEREAS, Connecticut fair housing laws require that all individuals, regardless of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, familial status, learning disability, physical or mental disability, sexual orientation or gender identity or expression be given equal access to all housing-related opportunities, including rental and home ownership opportunities, and be allowed to make free choices regarding housing location; and

WHEREAS, the Town of PUTNAM is committed to upholding these laws, and realizes that these laws must be supplemented by an Affirmative Statement publicly endorsing the right of all people to full and equal housing opportunities in the neighborhood of their choice.

NOW, THEREFORE, BE IT RESOLVED, that the Town of Putnam hereby endorses a Fair Housing Policy to ensure equal opportunity for all persons to rent, purchase, obtain financing and enjoy all other housing-related services of their choice on a non-discriminatory basis as provided by state and federal law; and

BE IT FURTHER RESOLVED, that the Mayor of the Town of Putnam or his/her designated representative is responsible for responding to and assisting any person who alleges to be the victim of an illegal discriminatory

housing practice in the Town of Putnam and for advising such person of the right to file a complaint with the State of Connecticut Commission on Human Rights and Opportunities (CHRO) or the U.S. Department of Housing and Urban Development (HUD) or to seek assistance from the FT Fair Housing Center, legal services, or other fair housing organizations to protect his/her right to equal housing opportunities.

PUTNAM BOARD OF SELECTMEN

Norman B. Seney, Jr.
Mayor

Dated at Putnam, Connecticut
this 1st day of April 2024.



TOWN OF PUTNAM
MUNICIPAL COMPLEX
TOWN HALL
200 SCHOOL STREET • PUTNAM, CT 06260

TOWN OF PUTNAM'S SECTION 3 PLAN

This Plan will serve as the Town of Putnam's Section 3 Plan in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, are, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations directed to low- and moderate-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

APPLICABILITY

This Section 3 Plan applies to all of Putnam's federally funded activities for housing and community development that are over the mandated thresholds.

PURPOSE

The purpose of the Section 3 Plan is to provide to the greatest extent feasible economic opportunities for low- and very low-income persons in the form of training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing assistance (including Section 8 assistance), and community development assistance used for the following projects:

- (i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement).
- (ii) Housing construction; and
- (iii) Other public construction.

Economic opportunities provided under this Section 3 Plan will be consistent with Federal, State and local laws and regulations, including employment and contracting procedures established by the State for all state agencies.

EMPLOYMENT AND CONTRACTING GOALS

The Town of Putnam will comply, to the greatest extent feasible, with the goals established in this section, when awarding contracts or conducting new hires resulting from activities or projects subject to the requirements of Section 3.

The goals apply to housing and community development activities for which the amount of assistance received from HUD exceeds \$200,000; and the contract or subcontract exceeds \$100,000.

EMPLOYMENT GOALS

Training and employment opportunities will be made available to Section 3 residents as follows:

- (i) thirty percent (30%) of the aggregate number of new hires for the one year period beginning in FY1999 and continuing thereafter.

The following order of preferences will be maintained in meeting the goals established above.

- (i) first priority will be given to Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located
- (ii) second priority will be given to participants in HUD Youthbuild Programs
- (iii) third priority will be given to homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located for housing constructed under the Stewart B. McKinney Homeless Assistance Act
- (iv) other Section 3 residents.

Persons requesting consideration for the above preferences will be required to submit the appropriate documentation to demonstrate their eligibility. Acceptable documentation includes, but is not limited to the following:

- proof of residency in a public housing development;
- evidence of eligibility for Section 8 certificate or voucher;
- evidence of eligibility for a federally assisted program for low/mod income (e.g. Jobs, JTPA, Jobs Corps.);
- evidence of eligibility for a State or local assistance program for low/mod income, or receipt of AFDC; or
- self-certification statement of income eligibility.

CONTRACTING GOALS

This section applies to contractors and subcontractors performing work on Section 3 covered project(s) where the amount of the contract or subcontract exceeds \$100,000.

The Town of Putnam commits to award to Section 3 business concerns:

- (1) at least ten percent (10%) of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- (2) at least three percent (3%) of the total dollar amount of all other Section 3 covered contracts.

The following order of preference will be followed when providing contracting opportunities to Section 3 businesses:

- (i) first priority will be given to Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located, and
- (ii) second, applicants selected to carry out HUD Youthbuild Programs.

Procurement activities from this award will be conducted in a competitive manner, consistent with 24 CFR 85.36(c)(2).

Businesses requesting consideration for the above preferences will be required to submit the appropriate documentation to demonstrate their eligibility.

SECTION 3 COVERED PROJECT AREA

The area for Section 3 covered project(s) will be the following ten (10) towns:

Putnam	Brooklyn	Pomfret	Woodstock	Sterling
Plainfield	Thompson	Killingly	Canterbury	Eastford

SECTION 3 RESIDENT

A Section 3 resident means:

- (i) A public housing resident; or
- (ii) An individual who resides in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended, and who is:
 - a. A low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary...
 - b. A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median income for the area, as determined by the Secretary...
 - c. A person seeking the training and employment preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference. Section 8 assistance means assistance provided under Section 8 of the 1937 Act (42 U.S.C. 1437f) pursuant to 24 CFR Part 882, subpart G.

SECTION 3 BUSINESS CONCERN

A business will qualify as a Section 3 Business Concern if it meets one or more of the following criteria:

- (i) At least 51% of the legal owners of the business qualify as Section 3 residents; or
- (ii) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- (iii) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (i) or (ii).

MECHANISM TO BE ADOPTED TO COMPLY, TO THE GREATEST EXTENT FEASIBLE, WITH THE EMPLOYMENT AND CONTRACTING GOALS

The Town of Putnam commits to do the following:

1. Send notices of job availability subject to these requirements to recruitment sources and organizations which are capable of referring eligible Section 3 applicants.
2. Send out letters to community organizations requesting their assistance in recruiting qualified Section 3 residents for specific, state employment certification lists.
3. Work with the State of Connecticut's Department of Administrative Services Recruitment Division in recruiting qualified Section 3 residents for specific, state employment certification lists.
4. Inform all developers, bidders, contractors and sub-contractors performing work on a Section 3 funded activity of their responsibility to comply with the federal requirements.
5. Maintain a record of all communications, statements, advertisements and contract provisions directed at disseminating the Town's commitment to these requirements.
6. Refrain from knowingly doing business with any developer, bidder, contractor, sub-contractor or supplier of materials upon notification from HUD that the entity has been found to be in violation of the Section 3 mandates.
7. Network and cooperate with State agencies including the Department of Labor and the Department of Social Services to create training and employment opportunities for low- and very low-income residents.
8. When determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.

9. Contact business assistance agencies, minority contractor's associations and community organizations utilized as resource centers to inform them of contracting opportunities and request their assistance in identifying Section 3 businesses that may be interested in bidding for work in connection with Section 3 covered assistance.
10. Provide written notice to known Section 3 business concerns of contracting opportunities. The notice will allow sufficient time for the Section 3 business concerns to respond to the bid invitation or request for proposals.
11. Follow up with Section 3 business concerns that have expressed interest in participating in contracting opportunities.
12. Advise Section 3 business concerns where they might seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
13. Where appropriate, break out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
14. Contact agencies administering HUD Youthbuild programs to notify them of contracting opportunities.
15. Advertise contracting opportunities through trade associations, newspaper(s) of general circulation and minority newspapers.
16. Support businesses that provide economic opportunities to low-income persons by linking them to support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at State and local levels.
17. Support joint ventures with Section 3 business concerns.

**ALL CONTRACTS SUBJECT TO THE SECTION 3 REQUIREMENTS WILL
INCLUDE THE FOLLOWING CLAUSE**

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of the contract, the parties

to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 125 regulations.

- C. The contractor agrees to send each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with the regulations in CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 required employment opportunities to be directed; were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

ANNOUNCEMENT OF PROGRAM AVAILABILITY

All Putnam's programs are subject to the requirements of Section 3, for which awards are made on a competitive basis for housing rehabilitation, construction, or other public construction, and where the amount to be awarded to the applicant exceeds \$200,000 will include in the announcement a Section 3 statement, informing the prospective applicants that the funds are subject to these requirements.

The following statement will be included: in accordance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, to the greatest extent feasible training, employment and contracting opportunities, derived from these funds must be given to Section 3 residents and Section 3 businesses.

FILING AND PROCESSING COMPLAINTS

Any individual or business concern alleging that the Town of Putnam or any of its funding recipients are in violation of the requirements of this Act, may file a complaint with the Town Administrator's Office. Complaints filed with this Office will follow the internal grievance procedure.

CONCLUDING STATEMENT

As Mayor of the Town of Putnam, I pledge the Town's commitment to fully comply to the greatest extent feasible with the objectives of this Plan.

April 1, 2024

Norman B. Seney, Jr.
Mayor
Town of Putnam

TOWN OF PUTNAM
RELOCATION POLICY

The Town of Putnam shall minimize the displacement of persons as a result of activities assisted with funds provided directly or indirectly by the US Department of Housing and Urban Development (HUD). However, in the event a project requiring displacement is undertaken, the Town will comply with its Residential Anti-Displacement and Relocation Assistance Plan and this Relocation Policy.

The Town shall provide relocation assistance to each low- or moderate-income household that is **permanently displaced** by demolition or the conversion of their dwelling unit to another use as a direct result of an activity assisted under through HUD Programs. Relocation assistance shall comply with the implementing regulations of 49 CFR Part 24 (Uniform Relocation Act (URA)) or Section 104(d) of the Housing and Community Development Act of 1974 as amended, and Section 570.606, whichever is most beneficial to the tenant. The low- or moderate-income household shall receive relocation assistance pursuant to 24 CFR Part 42 (HUD's regulations implementing the URA) to include advisory services, moving and related expenses, and replacement housing assistance.

If a low- or moderate-income household is required to **temporarily relocate** from their dwelling unit as a direct result of a HUD-assisted activity (e.g. housing rehabilitation/lead paint hazard control), the Town of Putnam may provide relocation assistance. When necessary, temporary relocation assistance shall be provided as follows:

Owner-occupant: Relocation assistance is not required for homeowners by law. Therefore, the Town will strongly advocate for homeowners to temporarily relocate with family or friends during the rehabilitation process. If the homeowner is low- or moderate-income and is unable to relocate with family, the Town may provide a cash stipend in lieu of relocation expenses to offset relocation expenses. The stipend amount will be based on household size, period (in days) of relocation and work scope (relating to moving personal items).

The Town may make an exception for elderly and/or very low-income homeowners. In these cases, the Town may provide relocation services in excess of a cash stipend to include moving and related expenses and replacement housing assistance.

Tenant households: Tenant household will receive relocation benefits as detailed in the Uniform Relocation Act (49 CFR Part 24).

April 1, 2024

Norman B. Seney, Jr.
Mayor
Town of Putnam

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN

The Town of Putnam shall minimize the displacement of persons as a result of activities assisted with funds provided directly or indirectly by the US Department of Housing and Urban Development (HUD).

However, in the event that a project requiring displacement is undertaken, the Town of Putnam, in compliance with Section 104(d) of the Housing and Community Development Act of 1974 as amended will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than as low- and moderate-income housing as a direct result of activities assisted with federal funds, as described in 24 CFR 42.301 and in Section 570.606.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the Town of Putnam will make public and submit to the State of Connecticut's Department of Housing the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a low- and moderate-income dwelling unit for at least twenty (20) years from the date of initial occupancy.

The Town of Putnam will provide relocation assistance, as described in 24 CFR 42.350, to each low- and moderate-income household displaced by the demolition of housing or by the conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the Act, the Town of Putnam will require the following to minimize the displacement of people from their homes:

The owner of the property shall certify adherence to the following conditions for participation in the Putnam Small Cities Block Grant Program:

1. That no tenant has been, or will be, dislocated without due cause, for the purpose of evading terms of the agreement.
2. When a low- and moderate-income tenant occupied unit, or vacant unit is assisted under the Program, that unit will continue to be occupied by a low- and moderate-income household for five (5) years following the close of the work.
3. The rent collected from assisted units will be limited to the maximum allowed by the Fair Market Rent determined by the US Department of Housing and Urban Development (HUD) or the State's Department of Economic and Community Development (DECD) for a period of three (3) years following the completion of the work. *
4. The property owner shall not refuse to rent to tenants holding HUD Section 8 Housing Certificates or Vouchers, State Chapter 707 Housing Certificates, or any other recognized housing voucher certificate except for good cause such as tenants who failed to pay the rent, maintain the dwelling unit, or otherwise are in violation of the terms and conditions of the tenancy.
5. The property owner shall exercise affirmative fair housing marketing for the units in the subject property when they become vacant and shall not discriminate in housing on the grounds of race, color, national origin, ancestry, age, religion, welfare status, children, marital status, physical handicaps, sexual orientation or sex.
6. Dwelling units in the subject property will be maintained in a decent, safe, and sanitary condition.

* The "Barney Frank" amendment to Section 104(d) of the Housing and Community Development Act of 1974 requires that the rent of a low- or moderate-income tenant cannot be raised to exceed 30% of their income for a period of five (5) years after the unit has been assisted with Small Cities Block Grant monies.

April 1, 2024

Norman B. Seney Jr.
Mayor
Town of Putnam



TOWN OF PUTNAM
MUNICIPAL COMPLEX
TOWN HALL
200 SCHOOL STREET • PUTNAM, CT 06260

**Town of Putnam
Municipal Grievance Procedure**

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in employment practices and policies or the provision of services, activities, programs, or benefits by the Town of Putnam.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

Jackie Lefevre
Fair Housing Officer
200 School Street
Putnam, Connecticut 06260
860-963-6800 ext. 201

Within 15 calendar days after receipt of the complaint, the Fair Housing Officer will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Fair Housing Officer will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the Town of Putnam and after options for substantive resolution of the complaint.

If the response by Fair Housing Officer does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the Mayor or his or her designee.

Within 15 calendar days after receipt of the appeal, the Mayor or his or her designee will meet the complainant to discuss the complaint and possible resolutions.

Within 15 calendar days after the meeting the Mayor or his or her designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the Fair Housing Officer, appeals to the Mayor or his or her designee, and responses from the Fair Housing Officer and the Mayor will be kept by the Town of Putnam for at least three years.

Norman B. Seney Jr.
Mayor

Date

Fair Housing CELEBRATE

April IS FAIR HOUSING MONTH

IT'S YOUR RIGHT!

The Fair Housing Act

Prohibits discrimination in housing based on:

- *Race or Color*
- *National Origin*
- *Creed (Religion)*
- *Ancestry*
- *Learning disability*
- *Sex*
- *Familial status (family's w/children under the age of 18 living w/parents or legal custodians and pregnant women)*
- *Disability/handicap (physical, mental, learning, or intellectual)*
- *Gender identity or expression*
- *Sexual Orientation*
- *Marital Status*
- *Lawful source of income (e.g. Housing assistance such as sect. 8, security deposit assistance etc.)*
- *Age (non- minors)*
- *Veteran status*

The Town's Fair Housing Coordinator, Ms. Jackie Lefevre, is responsible for the implementation of this policy; and may be reached at (860) 963-6800 ext. 201.

Complaints may also be filed with Commission of Human Rights Office Central Office located at:

450 Columbus Boulevard
Hartford, CT 06103-1835
860/ 541-3400
Connecticut Toll Free 1-800-477-5737
TDD 860-541-3400
Housing Discrimination Unit 860-541-3403

(4/2024)

AGENDA ITEM COVERSHEET

Item Submitted by: Chad Sessums

Date: March 25, 2024

Legal advice required:

Item Summary: Putnam Board of Education is installing a Generator and associated components for Freezers and coolers that serve the Elementary and Middle Schools

Financial Summary: Town permit fee to be waived \$ 740.00

Staff Recommendation: Building Department Approval granted

Board Action Required:

Supporting Materials (if yes, list attachments):

**FFY 2023 STATE HOMELAND SECURITY GRANT PROGRAM
AMENDMENT of MEMORANDUM of AGREEMENT
CHECKLIST**

Instructions for: TOWN OF PUTNAM
Received by: Scott E. Belleville EMD
For the Amendment:
<input checked="" type="checkbox"/> A municipal point of contact has been identified
<input checked="" type="checkbox"/> The Chief Executive Officer's name and title has been typed in the space provided.
<input checked="" type="checkbox"/> The Town Clerk has certified through the use of a raised town seal or notarization that the CEO listed on the FY 2022 HSGP Memorandum of Agreement remains the CEO for the listed municipality.

Instructions for: Region 4 Fiduciary Agent
Received by:
<input type="checkbox"/> The fiduciary agent's Chief Executive Officer's name and title has been signed in the space provided.
<input type="checkbox"/> The municipality's CEO's name and title has been typed in the space provided
<input type="checkbox"/> The Town Clerk has certified through the use of a raised town seal or notarization that the CEO listed on the FY 2022 HSGP Memorandum of Agreement remains the CEO for the listed municipality.
Submit completed MOAs and resolutions to your DESPP/DEMHS Program Manager by email on a quarterly basis prior to completion of FY 2023 expenditures.
Please note: The Fiduciary shall complete Custodial Ownership Form for any Municipality that takes ownership of equipment purchased with 2023 HSGP funds by the REPT. (Sample attached, Fiduciary will complete for custodial owners of equipment purchased under the FY 2023 Homeland Security Grant Program).

AMENDMENT of MEMORANDUM of AGREEMENT

By and Between the State of Connecticut Department of Emergency Services and Public Protection/ Division of Emergency Management and Homeland Security (DESPP/DEMHS)

And the
TOWN OF PUTNAM

Regarding use of Federal Fiscal year 2023 State Homeland Security Grant (HSGP) funding and custodial ownership of regional assets in DEMHS.

1. This is an Amendment to the Memorandum of Agreement (MOA) between DESPP/DEMHS, the municipality of TOWN OF PUTNAM, the fiduciary agent Southeastern CT COG and the Region 4 REPT concerning the Federal Fiscal Year 2022 State Homeland Security Grant funding and custodial ownership of regional assets in DEMHS Region 4.
2. This Amendment is presented as the updated Agreement for Federal Fiscal Year 2023 of the State Homeland Security grant funding.
3. DESPP/DEMHS and municipality of TOWN OF PUTNAM agree to the continuation of the FY 2022 Memorandum of Agreement and all terms and conditions set therein for the FY 2023 Homeland Security Grant Program, authorizing DESPP/DEMHS to act as the agent of municipality of TOWN OF PUTNAM and allowing the DESPP/DEMHS to retain and administer grant funds provided under 2023 Homeland Security Grant Program (HSGP) for state-administered projects on behalf of the local unit of government, listed below.
4. All references to Federal Fiscal Year 2022 shall be changed to Federal Fiscal Year 2023.
5. Section A6 and Section C1 of the original agreement shall be deleted. Section A4 of the original agreement shall be amended to read:
For FY 2023, the municipality of TOWN OF PUTNAM is eligible to participate in those Federal Fiscal Year 2023 SHSGP regional allocations made through the Region 4 REPT in the amount of \$400,288.97 (\$361,203.97 for regional projects, \$29,085 for soft target projects, \$10,000 for the regional hazardous materials team) which will be made available to the jurisdictions in Region 4 in the manner recommended by the Region 4 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by DESPP/DEMHS
6. The State of Connecticut is retaining pass-through funds from 2023 SHSGP in the total amount of \$1,748,256.89 on behalf of local units of government, for projects identified in the following investment justifications designed to benefit and support the state's municipalities:

- Regional Collaboration;
- Enhancing Information and Intelligence Sharing and Analysis with Federal Agencies, including DHS*;
- Addressing Emergent Threats;
- Capitol Region Metropolitan Medical Response System (MMRS) Medical Preparation and Response;
- Community Preparedness and Resilience/Citizen Corps.*;
- New England Disaster Training Center;
- Enhancing Cybersecurity*;
- Combating Domestic Violent Extremism*;
- Enhancing election security*;
- Enhancing Connecticut Operational Readiness and Response (*denotes National Priority Project)

6. Section B1 shall be amended to read:
 “DESPP/DEMHS and municipality of TOWN OF PUTNAM enter into Part I of this MOA authorizing DESPP/DEMHS to act as the agent of municipality of TOWN OF PUTNAM and allowing the DESPP/DEMHS to retain and administer grant funds provided under **2023 SHSGP** for the **identified state administered local** projects listed above, and also for the fiduciary agent of Southeastern CT COG to provide the financial programmatic oversight described below.”

7. Section D shall be amended to read:
 “D. Southeastern CT COG and municipality of TOWN OF PUTNAM Responsibilities.
 1. Municipality of TOWN OF PUTNAM agrees to allow the Southeastern CT COG to provide financial and programmatic oversight of the Federal Fiscal Year 2023 regional allocation in the amount of \$400,288.97 (\$361,203.97 for regional projects, \$29,085 for soft target projects, \$10,000 for the regional hazardous materials team) targeted to member municipalities in DEMHS Region 4 and recommended through the Region 4 REPT in accordance with is approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 4 REPT and DESPP/DEMHS.”

8. All other terms and conditions of the original MOA, which were not modified by this amendment shall remain in full force and effect.

9. Points of Contact: the following individuals are identified as Points of Contact for the Grantor agency and the Subgrantee:

DESPP/DEMHS	Subgrantee/Regional Fiduciary	Regional Emergency Planning Team Chair
Brenda Bergeron, Deputy Commissioner	Southeastern CT COG	Thomas Sparkman
Brenda.bergeron@ct.gov	mpaquette@seccog.org	tsparkman@lisbonct.com

10. Approvals and acceptances: the signature below, or on behalf of the above named grantee, indicates acceptance of the above references award and further certifies that the signee has the authority to execute this agreement on behalf of the grantee;

I acknowledge that I have read, understand and will comply with the aforementioned conditions and the conditions of the original MOA.

Per the Notice of Funding Opportunity, States shall review their written consent agreements yearly and ensure that they are still valid. If a written consent agreement is already in place from previous fiscal years, DHS/FEMA will continue to recognize it for FY 2023, unless the written consent review indicates the local government is no longer in agreement.

If the town, town CEO, or other designated agent do not agree or approve of the Amendment they must contact DESPP/DEMHS within 30 days of receipt of this Amendment. If DESPP/DEMHS is not notified within the 30 days, the Amendment will be considered incorporated into the original agreement.

Through this amendment towns are not required sign MOAs each fiscal year as long as the authorized signing agent has not changed. **This Amendment may be accepted by notification through e-mail and submitted to DEMHS through the regional fiduciary, with a notarization that the town CEO signatory on the FY 2022 MOA remains as the CEO.**

For the municipality of TOWN OF PUTNAM :

Norman B. Seney
CEO Typed Name

Mayor
Title



For the Southeastern CT COG as the Region 4 Fiduciary Agent:

Its Chief Executive Officer
Duly Authorized
Signed Name

Date

For the Department of Emergency Services and Public Protection:

Deputy Commissioner
Brenda M. Bergeron
Duly Authorized

Date

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE: Connecticut Department of Emergency
Services and Public Protection
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2023-SS-00046-S01

TABLE OF CONTENTS

Article I	Summary Description of Award
Article II	HSGP Performance Goal
Article III	DHS Standard Terms and Conditions Generally
Article IV	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article V	General Acknowledgements and Assurances
Article VI	Acknowledgement of Federal Funding from DHS
Article VII	Activities Conducted Abroad
Article VIII	Age Discrimination Act of 1975
Article IX	Americans with Disabilities Act of 1990
Article X	Best Practices for Collection and Use of Personally Identifiable Information
Article XI	Civil Rights Act of 1964 - Title VI
Article XII	Civil Rights Act of 1968
Article XIII	Copyright
Article XIV	Debarment and Suspension
Article XV	Drug-Free Workplace Regulations
Article XVI	Duplication of Benefits

Article XVII	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XVIII	E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety
Article XIX	Energy Policy and Conservation Act
Article XX	False Claims Act and Program Fraud Civil Remedies
Article XXI	Federal Debt Status
Article XXII	Federal Leadership on Reducing Text Messaging while Driving
Article XXIII	Fly America Act of 1974
Article XXIV	Hotel and Motel Fire Safety Act of 1990
Article XXV	John S. McCain National Defense Authorization Act of Fiscal Year 2019
Article XXVI	Limited English Proficiency (Civil Rights Act of 1964 - Title VI)
Article XXVII	Lobbying Prohibitions
Article XXVIII	National Environmental Policy Act
Article XXIX	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXX	Non-Supplanting Requirement
Article XXXI	Notice of Funding Opportunity Requirements
Article XXXII	Patents and Intellectual Property Rights
Article XXXIII	Procurement of Recovered Materials
Article XXXIV	Rehabilitation Act of 1973
Article XXXV	Reporting of Matters Related to Recipient Integrity and Performance
Article XXXVI	Reporting Subawards and Executive Compensation
Article XXXVII	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Article XXXVIII	SAFECOM
Article XXXIX	Terrorist Financing
Article XL	Trafficking Victims Protection Act of 2000 (TVPA)
Article XLI	Universal Identifier and System of Award Management
Article XLII	USA PATRIOT Act of 2001
Article XLIII	Use of DHS Seal, Logo and Flags
Article XLIV	Whistleblower Protection Act
Article XLV	Environmental Planning and Historic Preservation (EHP) Review
Article XLVI	Applicability of DHS Standard Terms and Conditions to Tribes
Article XLVII	Acceptance of Post Award Changes
Article XLVIII	Disposition of Equipment Acquired Under the Federal Award
Article XLIX	Prior Approval for Modification of Approved Budget
Article L	Indirect Cost Rate

Article I - Summary Description of Award

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$4,847,500. This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances Non-Construction Programs, or OMB Standard Form 424D Assurances Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two

or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XIX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal

award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVI - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection

Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XL - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XLI - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLIII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and

executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVI - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVIII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLIX - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article L - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

**TOWN OF PUTNAM
ECONOMIC DEVELOPMENT COMMISSION
Minutes of a Regular Meeting**

The Putnam Economic & Community Development Commission met for a Regular meeting on Tuesday, March 12, 2024, in Conference Room - 201, 200 School Street, Putnam, CT 06260, or

Via Zoom

<https://us06web.zoom.us/j/89039232555?pwd=aavzw29hH1sRK0z9brRughgHWiHrxt.1>

Meeting ID: 890 3923 2555

Passcode: 4cPEkk

The Chair opened the meeting at 8:30 a.m.

1.Roll Call: Chair Lee Konicki, ECD Director Mary Ann Chinatti, Commission Members Doug Taylor, Mike Bogdanski, and Paul Grenier; ECD Administrative Assistant Jackie Lefevre, Director of Land Use, Zoning Officer Bruce Fitzback.
Absent: Vice-Chair Dawn Krasnecky.

2.Approval of Meeting Minutes*: Member Taylor motioned to approve the Special meeting minutes of February 27, 2024, with a revision to remove Vice-Chair from member Grenier's name, seconded by Member Bogdanski, motion passed.

3. Reporting of Expenditures: Expenditures were reviewed.

4. New Business: None

The Chair and Director agreed to add an agenda item next month, under New Business: "Executive Session" real estate acquisition."

5. Old Business:

- I. Bylaws: Jackie to resend PRA By-laws to the Chair. He will review and see if they can be revised and used as ECD By-laws. This agenda item will be revisited at the next meeting.
- ii. FOIA Workshop- March 21, 6pm: All encouraged to attend. The chair has conflict in schedule and can't attend.

6. Updates:

I. Tech Park – Lots 1,3, 4: ECD Director Chinatti shared that she has spoken with the appraiser and shared with him, based on vote at the February 26th Special Meeting, of up to \$ 2,500 per lot, will be allotted. A six-week time frame was given for appraisal completion.

II. 49 Front Street: The chair gave a compliment on how clean the property was at his recent visit downtown.

III. 176, 178, 192 Park Rd.: A Town Meeting scheduled, on a sale, for the beginning of next month.

iv. Available Commercial Properties: List reviewed. The ECD Director will be attending the next NECID Commercial Realtors meeting, to be hosted here, on April 2nd. This is the monthly meeting of local realtors. She intends to propose a power point color brochure be created to use on the Town's website to attract interested businesses.

v. Trade Name Certificates: No questions/comments

vi. Chickering Building: nothing to report except the realtor shared she is getting they are getting the run around from the potential buyer,

7. Other:

Chair Konicki shared he recently read a well written advertisement on Facebook/online website, posted by the Northeast CT Farmer's Group.

8. Public Participation: None

9. ADJOURNMENT: Motion to adjourn by Member Bogdanski, Seconded by Member Taylor, motion carried. Meeting adjourned at 8:42 a.m.

Respectfully submitted by Recording Secretary Jackie Lefevre



**FFY 2023 STATE HOMELAND SECURITY GRANT
PROGRAM Region 4 MEMORANDUM OF AGREEMENT**




Data Sheet


Step 1- Fill out this datasheet form to auto populate MOA document in this PDF file.

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

Step 2- After populating the document, obtain the correct signatures as outlined by the completion checklist on the following page. Digital and /or scanned signatures can be used, no hardcopy/original signatures are required.

Town Information: 	
Person Completing Document:	Scott E. Belleville
Municipality Name:	TOWN OF PUTNAM
Town CEO Name:	Norman B. Seney
Town CEO Title (ie. Mayor):	Mayor

***Municipality Name - Municipalities can enter the name as either the long or short name, for example: enter name as either "New Haven" or "City of New Haven"**

Point of Contact Information: 	
POC Name & Title:	Scott E. Belleville EMD
Address:	200 School St., Putnam, CT 06260
Email:	scott.belleville@putnamct.us
Phone:	(860) 336-7054
Fax:	N/A



**FFY 2023 STATE HOMELAND SECURITY GRANT
PROGRAM Region 4 MEMORANDUM OF AGREEMENT
CHECKLIST**



Please use this checklist to ensure completion and accuracy of the following agreement.

1. Instructions for: TOWN OF PUTNAM

Received by: Scott E. Belleville

For the MOA:

- A municipal point of contact has been identified (p. 1 and 10).
- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.

Authorizing Resolution Attached

The Blanket Resolution Template includes the recommended language for a resolution. If the information on a blanket resolution signed in a prior year is still valid, the town clerk can verify the accuracy, sign and seal the resolution. In order for a raised seal to be visible in a scan, please rub a pencil over the seal. If a Blanket Resolution is not used, the resolution must reference the FFY 2023 Homeland Security Grant Program. No other resolutions shall be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2023 HSGP funds by the REPT.

(Sample attached, the Fiduciary will complete this form for custodial owners of equipment purchased under the FY 2023 Homeland Security Grant Program)

Once complete, e-mail (no hard copies need to be sent) the complete MOA package (MOA and resolution) to: Mark Paquette, Southeastern CT COG, Region 4 Fiduciary at: mpaquette@seccog.org

2. Instructions for the Southeastern CT COG as Regional Fiduciary

Received by: _____

Review and Signature

- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.
- All of the items listed on this checklist have been completed and are correct.

Submit completed MOAs and resolutions to your DESPP/DEMHS Program Manager by email on a quarterly basis prior to completion of FY 2023 expenditures.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2023 HSGP funds by the REPT. (Sample attached, Fiduciary will complete for custodial owners of equipment purchased under the FY 2023 Homeland Security Grant Program).

DUE DATE:

**Send to Regional Fiduciary on or before
September 30, 2024**

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2023 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 4

I. AGREEMENT REGARDING THE USE OF FEDERAL HOMELAND SECURITY GRANT FUNDS TO SUPPORT REGIONAL SET-ASIDE PROJECTS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF PUTNAM, the Southeastern CT COG (Fiduciary) and the Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2023 State Homeland Security Grant Program (SHSGP), Award No. EMW-2023-SS-00046. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Advisory Council, through its Homeland Security Working Group, has approved the allocation formula for grant funds available under the SHSGP;
4. The State of Connecticut is retaining pass-through funds from 2023 SHSGP in the total amount of \$1,748,256.89 on behalf of local units of government, for the following eleven regional set-aside projects designed to benefit the state's municipalities:
 1. Regional Collaboration; 2. Enhancing Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS*; 3. Addressing Emergent Threats; 4. Capitol Region Metropolitan Medical Response System (MMRS); 5. Enhancing Community Preparedness and Resilience/Citizen Corps*. 6. New England Disaster Training Center; 7. Enhancing Cybersecurity*; 8. Combating Domestic Violent Extremism*; 9. Enhancing the Protection of Soft Targets/Crowded Places* (allocation included in REPT subgrants); 10. Enhancing election security*; and 11. Enhancing Connecticut Operational Readiness and Response
 2. (*denotes National Priority Project)
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 4 including TOWN OF PUTNAM – has created, and established bylaws for, the Region 4 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 4
6. TOWN OF PUTNAM is eligible to participate in those Federal Fiscal Year 2023 SHSGP regional allocations made through the Region 4 REPT in the amount of \$400,288.97 (\$361,203.97 for regional projects, \$29,085 for soft target projects, \$10,000 for the regional hazardous materials team) for Region 4 which will be made available to the jurisdictions in Region 4 in the manner recommended by the Region 4 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by DESPP/DEMHS.

B. Purpose of Agreement

1. DESPP/DEMHS and TOWN OF PUTNAM enter into Part I of this MOA authorizing DESPP/DEMHS to act as the agent of TOWN OF PUTNAM and allowing the DESPP/DEMHS to retain and administer grant funds provided under 2023 SHSGP for the eleven regional set-aside projects listed above, and also for The Southeastern CT COG to provide the financial and programmatic oversight described below.

C. SAA and TOWN OF PUTNAM Responsibilities.

1. DESPP/DEMHS agrees to administer the SHSGP grant funds of \$1,748,256.89 in furtherance of the eleven regional set-aside projects listed above.
TOWN OF PUTNAM agrees to allow State of Connecticut to provide financial and programmatic oversight of the \$1,748,256.89 for the purpose of supporting the allocations and uses of funds under the

2023 SHSGP consistent with the 2023 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. TOWN OF PUTNAM agrees to allow DESPP/DEMHS to hold, manage, and disburse the grant funds that have been reserved for the eleven regional set-aside projects listed above.

D. Southeastern CT COG and TOWN OF PUTNAM Responsibilities

TOWN OF PUTNAM also agrees to allow the Southeastern CT COG to provide financial and programmatic oversight of the Federal Fiscal Year 2023 regional allocation in the amount of \$400,288.97 (\$361,203.97 for regional projects, \$29,085 for soft target projects, \$10,000 for the regional hazardous materials team) targeted to member municipalities in DEMHS Region 4 and recommended through the Region 2 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 4 REPT and DEMHS.

II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS) as the State Administrative Agent (SAA) the municipality of TOWN OF PUTNAM, the Southeastern CT COG (Fiduciary), and the DEMHS Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. TOWN OF PUTNAM has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of TOWN OF PUTNAM, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
4. The parties also agree that TOWN OF PUTNAM may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2023 grant funds, as approved by the Region 4 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 4 REPT.
5. The Region 4 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, all equipment and resources sharing and coordination. All equipment and resources purchased with SHSGP money in this region is eligible for use by any municipality in the region, regardless of who is the custodial owner. An inventory of all equipment purchased with this money shall be maintained and available to DEMHS and all Region 4 municipalities if requested.
6. The Southeastern CT COG (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 4 for Federal Fiscal Year 2023;

B. Purpose.

DESPP/DEMHS, the Region 4 REPT, Southeastern CT COG (Fiduciary), and TOWN OF PUTNAM, enter into Part II of this MOA regarding asset(s) for which TOWN OF PUTNAM agrees to be the custodial owner, and which are described in the approved 2023 Subgrant Application and will be added to this MOA as Appendix A.

C. Agreements and Responsibilities of the Parties.

1. Definitions.

As used in this MOA:

- The term "authorized training" means training that is authorized by DESPP/DEMHS.
- The term "custodial owner" means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(4) below.

2. Responsibilities of DESPP/DEMHS and Southeastern CT COG (Fiduciary)

In its role as SAA, DESPP/DEMHS will subgrant funds to Southeastern CT COG which, as the Region 4 Fiscal Agent, will procure the asset(s) listed in their approved Subgrant Application (which will be added to Appendix A).

3. Appendix A.

The parties agree that decisions regarding the placement of regional assets in TOWN OF PUTNAM may be made after the execution of this agreement and that Appendix A shall be completed accordingly. TOWN OF PUTNAM agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that Appendix A must be signed by the DEMHS Deputy Commissioner, the chair of the Region 4 REPT, and the Chief Executive Officer, or his/her designee, of TOWN OF PUTNAM.

4. Responsibilities of Custodial Owner

TOWN OF PUTNAM understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) which will be added to Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, TOWN OF PUTNAM agrees:

- a. To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
- b. To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of TOWN OF PUTNAM's municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
- c. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DESPP/DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DESPP/DEMHS;
- d. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
- e. To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DESPP/DEMHS as requested;
- f. To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DESPP/DEMHS as requested.
- g. To maintain all necessary insurance regarding the asset(s) and their use;
- h. To cooperate with any state or federal audit of the asset(s) and/or their use;
- i. To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
- j. That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
- k. That all maintenance and operations of the asset(s) by TOWN OF PUTNAM shall conform to the manufacturer's recommendations. If appropriate, TOWN OF PUTNAM shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of TOWN OF PUTNAM performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

5. Responsibilities of the REPT.

The Region 4 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), TOWN OF PUTNAM is furthering regional collaboration and mutual aid on behalf of all of the members of Region 4

6. Assignment of Asset(s).

If TOWN OF PUTNAM does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DESPP/DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DESPP/DEMHS will provide 60 days' notice before re-assigning the asset.

7. Effective Date.

The terms of this agreement will become effective when all parties have executed it.

8. Authority to Enter Agreement.

DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the DESPP/DEMHS pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The Municipality of TOWN OF PUTNAM is authorized to enter into this agreement through its Chief Executive Officer, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

9. Duration of Agreement.

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by DESPP/DEMHS, giving

TOWN OF PUTNAM written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

10. Amendment of the Agreement.

This agreement may be modified upon the mutual written consent of the parties.

11. Additional Required Terms and Conditions

Parties agree to incorporate the additional terms in Appendix B and Appendix C into this agreement. Parties agree to be bound by the terms in Appendix B and Appendix C.

Points of Contact

1. The Point of Contact for DESPP/DEMHS as the SAA	
Name & Title: Deputy Commissioner Brenda M. Bergeron	
Address: 1111 Country Club Road, Middletown, CT 06457	
Emails: brenda.bergeron@ct.gov and DEMHS.HSGP@ct.gov	Phone: 860-685-8531
	Fax: 860-685-8551
2. The Point of Contact for (Please fill in the following fields)	
Name & Title: Scott E. Belleville	TOWN OF PUTNAM EMD
Address: 200 School St., Putnam, CT 06260	
Email Address: scott.belleville@putnamct.us	Phone: (860) 336-7054
	Fax: N/A

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

THE TOWN OF PUTNAM

By: _____ Date: _____

Its Chief Executive Officer
Duly Authorized

Typed Name & Title: Norman B. Seney

Mayor _____

THE Southeastern CT COG, as fiduciary agent By:

_____ Date: _____

Its Chief Executive Officer
Duly Authorized
Typed Name _____

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

By: _____ Date: _____

Brenda M. Bergeron
Duly Authorized

MEMORANDUM OF AGREEMENT

REGARDING USE OF
FEDERAL FISCAL YEAR 2023 STATE HOMELAND SECURITY
GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL
ASSETS IN DEMHS REGION 4

AMENDMENT TO APPENDIX A

FOR THE TOWN OF PUTNAM

Equipment Description

Command and Communications Trailer
IMT-4 Support Trailer
 *15KW Generator
 *8KW Generator
 *400 Square Foot Inflatable Tent\
 *HVAC Unit for Inflatable Tent
Polaris UTV with Enclosed Trailer
15' Traffic Trailer
2 - Message Boards
Light Tower w/ 8KW Diesel Generator
2011 F-450 Tow Vehicle

THE TOWN OF PUTNAM

By: _____
Its Chief Executive Officer Duly Authorized

Date: _____

Typed Name & Title: Norman B. Seney

Mayor

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

By: _____
Brenda M. Bergeron
Deputy Commissioner
Duly Authorized

Date: _____



**STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY
APPENDIX B**



State of Connecticut General Terms and Conditions

SECTION 1: Audits

- 1.1 For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

SECTION 2: Access to Contract and State Data.

- 2.1 The Contractor shall provide to the Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Agency in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.

SECTION 3: Forum and Choice of Law.

- 3.1 The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

SECTION 4: Termination.

- 4.1 Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

- 4.2 Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- 4.3 The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- 4.4 Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- 4.5 The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- 4.6 For breach or violation of any of the provisions in the section concerning representations and warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- 4.7 Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- 4.8 Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

SECTION 5: Tangible Personal Property.

- 5.1 The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- 5.1.1 For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - 5.1.2 A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - 5.1.3 The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - 5.1.4 The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - 5.1.5 Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- 5.2 For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- 5.3 The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

SECTION 6: Indemnification.

- 6.1 The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including

but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- 6.2 The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- 6.3 The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- 6.4 The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- 6.5 The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- 6.6 This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

SECTION 7: Sovereign Immunity.

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

SECTION 8: Summary of State Ethics Laws.

- 8.1 Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary

and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

SECTION 9: Audit and Inspection of Plants, Places of Business and Records.

- 9.1 The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- 9.2 The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- 9.3 The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- 9.4 The Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Agreement. The Contractor shall remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Agreement's setoff provision.
- 9.5 The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- 9.6 The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- 9.7 The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

SECTION 10: Campaign Contribution Restriction.

- 10.1 For all State contracts, defined in Conn. Gen. Stat. §9-612 as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

SECTION 11: Protection of Confidential Information.

- 11.1 Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- 11.2 Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- 11.2.1 A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - 11.2.2 Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - 11.2.3 A process for reviewing policies and security measures at least annually
 - 11.2.4 Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 11.2.5 Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- 11.3 The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential

Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- 11.4 The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- 11.5 Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
- 11.6 The above section uses the terms "Confidential Information" and "Confidential Information Breach." Please use the following two definitions for those terms and include them, alphabetized, in the definition section of the contract:

"Confidential Information" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

"Confidential Information Breach" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

SECTION 12: Executive Orders and Other Enactments.

- 12.1 All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

- 12.2 This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- 12.3 This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

SECTION 13: Nondiscrimination.

- 13.1 For purposes of this Section, the following terms are defined as follows:
- 13.1.1 "Commission" means the Commission on Human Rights and Opportunities;
- 13.1.2 "Contract" and "contract" include any extension or modification of the Contract or contract;
- 13.1.3 "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- 13.1.4 "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- 13.1.5 "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 13.1.6 "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- 13.1.7 "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- 13.1.8 "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- 13.1.9 "minority business enterprise" means any small contractor or supplier of

materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

13.1.10 "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

13.2 (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such

information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

- 13.8 The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 13.9 Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

SECTION 14: Iran Investment Energy Certification.

- 14.1 Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- 14.2 If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

SECTION 15: Consulting Agreement Representation.

- 15.1 Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral

agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title	Name of Firm (if applicable)	
Start Date	End Date	Cost
The basic terms of the consulting agreement are: _____		
Description of Services Provided: _____		
Is the consultant a former State employee or former public official? <input type="checkbox"/> YES <input type="checkbox"/> NO		
If YES: _____		
Name of Former State Agency	Termination Date of Employment	

- SECTION 16: Large State Contract Representation for Contractor.**
- 16.1 Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
 - 16.2 That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
 - 16.3 That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key

personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

- 16.4 That the Contractor is submitting bids or proposals without fraud or collusion with any person.

SECTION 17: Large State Contract Representation for Official or Employee of State Agency.

- 17.1 Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

SECTION 18: Call Center and Customer Service Work.

- 18.1 Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.

SECTION 19: Compliance with Consumer Data Privacy and Online Monitoring.

- 19.1 Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Homeland Security Grant Program

GRANTEE: Connecticut Department of Emergency
Services and Public Protection
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2023-SS-00046-S01

TABLE OF CONTENTS

Article I	Summary Description of Award
Article II	HSGP Performance Goal
Article III	DHS Standard Terms and Conditions Generally
Article IV	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article V	General Acknowledgements and Assurances
Article VI	Acknowledgement of Federal Funding from DHS
Article VII	Activities Conducted Abroad
Article VIII	Age Discrimination Act of 1975
Article IX	Americans with Disabilities Act of 1990
Article X	Best Practices for Collection and Use of Personally Identifiable Information
Article XI	Civil Rights Act of 1964 - Title VI
Article XII	Civil Rights Act of 1968
Article XIII	Copyright
Article XIV	Debarment and Suspension
Article XV	Drug-Free Workplace Regulations
Article XVI	Duplication of Benefits

Article XVII	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XVIII	E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety
Article XIX	Energy Policy and Conservation Act
Article XX	False Claims Act and Program Fraud Civil Remedies
Article XXI	Federal Debt Status
Article XXII	Federal Leadership on Reducing Text Messaging while Driving
Article XXIII	Fly America Act of 1974
Article XXIV	Hotel and Motel Fire Safety Act of 1990
Article XXV	John S. McCain National Defense Authorization Act of Fiscal Year 2019
Article XXVI	Limited English Proficiency (Civil Rights Act of 1964 - Title VI)
Article XXVII	Lobbying Prohibitions
Article XXVIII	National Environmental Policy Act
Article XXIX	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXX	Non-Supplanting Requirement
Article XXXI	Notice of Funding Opportunity Requirements
Article XXXII	Patents and Intellectual Property Rights
Article XXXIII	Procurement of Recovered Materials
Article XXXIV	Rehabilitation Act of 1973
Article XXXV	Reporting of Matters Related to Recipient Integrity and Performance
Article XXXVI	Reporting Subawards and Executive Compensation
Article XXXVII	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Article XXXVIII	SAFECOM
Article XXXIX	Terrorist Financing
Article XL	Trafficking Victims Protection Act of 2000 (TVPA)
Article XLI	Universal Identifier and System of Award Management
Article XLII	USA PATRIOT Act of 2001
Article XLIII	Use of DHS Seal, Logo and Flags
Article XLIV	Whistleblower Protection Act
Article XLV	Environmental Planning and Historic Preservation (EHP) Review
Article XLVI	Applicability of DHS Standard Terms and Conditions to Tribes
Article XLVII	Acceptance of Post Award Changes
Article XLVIII	Disposition of Equipment Acquired Under the Federal Award
Article XLIX	Prior Approval for Modification of Approved Budget
Article L	Indirect Cost Rate

Article I - Summary Description of Award

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$4,847,500. This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances Non-Construction Programs, or OMB Standard Form 424D Assurances Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two

or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XIX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal

award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVI - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection

Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XL - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XLI - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLIII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and

executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVI - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVIII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLIX - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article L - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.