

**TOWN OF CROMWELL - TOWN COUNCIL  
TOWN HALL COUNCIL CHAMBERS  
41 WEST STREET, CROMWELL, CT 06416  
REGULAR MEETING MINUTES**

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Wednesday, January 11, 2023 - 7:00 p.m.

**Present:** Mayor S. Fortenbach, Deputy Mayor J. Henehan, Councilman Demetriades, Councilwoman J. Donohue, Councilwoman P. Luna, Councilman J. Polke

**Absent:** Councilman A. Waters

**Also Present:** Town Manager Salvatore, Chief LaMontagne, Captain Sifodaskalakis, Public Works Director Lou Spina, Finance Director Sharon DeVoe

**A. CALL TO ORDER**

Mayor Fortenbach called the meeting to order at 7:00 p.m.

**B. PLEDGE OF ALLEGIANCE**

The Town Council stood to recite the Pledge of Allegiance.

**C. APPROVAL OF AGENDA**

**MOTION** made by J. Donohue and **SECONDED** by J. Henehan to amend the agenda to include Item 7G. Discussion and possible approval for the Town Manager to accept the Neglected Cemetery Grant on behalf of the Town of Cromwell.  
**All in favor.**

**D. COMMISSION CHAIRMAN REPORTS/LIAISON REPORT/STAFF REPORTS**

**1. CMS Building Committee**

Rosanna Glynn was in attendance to present her report to the Town Council. See *Attachment A* for CMS Building Committee report.

Councilwoman Donohue asked about the auditorium waiver and if the Building Committee is confident and comfortable on how it is moving along. Ms. Glynn replied that they have a meeting next month with the State to begin discussion about what the waiver will include. They need Perkins to give them their final drawing and assessment of what the layout will look like. The schematic drawings are complete. There was miscommunication regarding the required stage size and auditorium seating and a meeting was held today with a path forward with some options. Ms. Glynn stated that they do hope to stay with the waiver. Councilwoman Donohue asked if they are within the expected budget required to be reimbursed by the State and if their intent is to stay within budget. Ms. Glynn responded that there is a real

risk, the highest risk and impact is a result of the economic situation; when the estimates were done in March/April, the inflation rate was nowhere near where it is today. They had a 6% escalation rate added to their budget as a buffer. She added that they have two cost assessments being conducted in parallel, one by Newfield and one by Perkins, they plan to have numbers next week and will present at the next CMS Building Committee Meeting. She explained that the real numbers do not come in until they go out to bid in June. Deputy Mayor Henehan asked if they have discussed flexibility. He expressed it is incumbent upon the group that this needs to be thought about throughout the project. Ms. Glynn replied that the priority is the building itself and that they need to make sure the footprint meets the intent of the curriculum that the school is trying to achieve. She explained areas of cutting costs include materials or any features we want that we may have to postpone. Councilman Polke said he read the Middletown Press article and it is great that they are still trying to stay within budget.

There was further discussion regarding the space waiver for the auditorium. Ms. Glynn said if there is anything beyond what is allowed in the policies and procedures, they will not reimburse anything. If they approve the waiver, then we get 39% reimbursement of the addition.

Town Manager Salvatore mentioned to Ms. Glynn that a constituent inquired with DEEP about possible restrictions in Watrous Park. DEEP is now currently looking into any restrictions. Ms. Glynn indicated that a title search was conducted when the property was surveyed. Town Manager Salvatore stated that his staff also conducted an extensive search of the property and he is confident with the Town Staff's research. Town Manager Salvatore asked Ms. Glynn to please provide a copy of the title search.

## **2. Board of Education**

Chairwoman Celina Kelleher updated the Council on the following:

- The first Facilities Meeting with the new Director of Operations was held. They went over areas of concern including the ongoing boiler concerns. They are at their life expectancy and being repaired often.
- The Culinary Kitchen is complete and the Certificate of Approval was received. Staff will be trained today and the kitchen will be in use immediately. A student took a video of the Culinary Kitchen and posted it to their YouTube page if anyone wants to take a look.
- The Board approved a new school calendar. They anticipate changes to Professional Development Days.
- They have approved a new course for Cromwell High School. They are moving Choir, Jazz, and Band to an actual course from an after-school activity.

- Budget update: There were some unexpected Special Education expenses in December. They are looking into open purchase orders and pumping the breaks on some of them. They are also going to refrain from filling open positions. They will be taking the first crack at their budget on January 24, 2023.

**E. MAYOR'S UPDATE**

Mayor Fortenbach read his report. *See Attachment B.* He recognized the Public Works crew for their work on December 23<sup>rd</sup> when the weather was 50 degrees and then dropped quickly. He continued, they did a fantastic job and threaded the needle so well by getting material down at the right time. Traveling on Christmas Eve could have been dangerous.

**F. TOWN MANAGER'S UPDATE**

Town Manager added the following to his report:

- He informed the Council that under Informational Items he provided information regarding Watrous Park. He was contacted by DEEP regarding a complaint about concerns of possible restrictions on a parcel. He showed the Council on a map exactly where the aware of concern is. He assured the Council that he is confident that staff did a great job looking into this and he is sure there are no restrictions.
- The Kick-Off presentations were given by Sondra of BerryDunn on January 10<sup>th</sup> at 9:30 a.m. and 2 p.m. They were very well attended and many good questions were asked. Sondra will be meeting with individuals one on one if they choose to do so. He informed the Council that virtual bi-weekly meetings are held via Zoom, he has one scheduled for tomorrow. He added that the survey for employees to fill out will go out soon and will be anonymous. Overall, he is very pleased with the company and the work they have done so far. He hopes positive feedback comes from this to make the Town more productive as a whole and for employees to be more comfortable.
- He asked the Town Council to contact his office if anyone wants to see a building or wishes to observe an operation. We will make arrangements.

**G. FINANCIAL/FINANCE DIRECTOR'S UPDATE**

**1. Budget Report**

Sharon DeVoe was in attendance to present her budget report and to answer any questions of the Town Council.

**2. Long Range Capital Planning Committee Memo**

Finance Director DeVoe was in attendance to present her Long-Range Capital Planning Memo to the Town Council.

Councilman Demetriades asked when we can expect to have the drainage study information back for the storm water and infrastructure improvement. Public Works Director Spina said he will get it to him as soon as we receive it.

Town Manager Salvatore explained we have \$180,000 in CNR. To meet the level that was put in place for 60-day reserves, we are going to be \$200,000 short in that area and he is not projecting that we will have any surplus this year. Therefore, his recommendation on behalf of finance, as we are preparing the budget for next fiscal year is that we consider using the ARPA funds to honor some CNR requests. He informed the Council that we need an adequate radio system for the Public Works Department which will cost roughly \$500,000, we will also need equipment and police cars, etc. The only area this money will be available is in the ARPA funds. There will be federal money coming down for drainage projects. There is also a grant in State government that may be utilized for funding for the Community Center. We are looking at possible sites. Currently, staff is looking at Snow Park (Coles Road across from Black Birch).

Councilwoman Donohue expressed her disappointment that the Public Works Radio System was not the first thing the ARPA money was used for and that it went towards several Recreational Items. She explained, this Public Works Radio System is critical to our infrastructure and should have been a priority over Recreational Items. Town Manager Salvatore explained that he said right from the start that this radio system needed replacement. He added that the previous Public Works Director did not expand on this. He assured Councilwoman Donohue that we have not lost sight of this purchase. When Mr. Spina returned to the Town, he began to look at numbers. We are waiting on the State right now. We have to be accepted by the Commissioner of DESPP before the radio vendor will have a discussion with the Town regarding our needs. We have been working on this right along but it is a long process.

Councilman Demetriades explained that this was an item on the list of ARPA fund priorities that was asked for by the Council. We did not have all the pieces we are close to having now for this particular project. He believes we always had part of the money allocated for considering a Public Works Radio System.

Town Manager Salvatore explained one major area of drainage is Nooks Hill Road by the Railroad Trussell. We are trying to get permission from a private owner and then the State of Connecticut. We do not have permission yet from the private property owner. Once we get permission, we plan to work with the Sewer Department to send a camera down to look at what is exactly there. This is going

to be a major project that needs to be done and has always been a problem area. Discussion followed regarding drainage projects.

**3. Tax Refunds**

**MOTION** made by J. Polke and **SECONDED** by P. Luna to approve Tax Refunds #1-7.

**All in favor.**

**4. Set dates and times for 2023-2024 budget workshops (March).**

The Town Council agreed to hold the Budget Workshops on February 28<sup>th</sup> and March 1<sup>st</sup> at 4:30 p.m. in the Council Chambers.

**5. Authorize Mayor to set date and time for public hearing on the Capital Improvement Program (March).**

**MOTION** made by J. Donohue and **SECONDED** by J. Demetriades to set the date and time for the public hearing for the Capital Improvement Program.

**All in favor.**

**6. Authorize Mayor to set date and time for Special Town Meeting to approve Sewer Usage Budget and Sewer Assessment Budget (March)**

**MOTION** made by J. Donohue and **SECONDED** by J. Henehan to set the date and time as March 8, 2023 at 6:45 p.m. for the Special Town Meeting to approve Sewer Usage Budget and Sewer Assessment Budget.

**All in favor.**

**7. Discussion and possible approval for the Town Manager to accept the Neglected Cemetery Grant on behalf of the Town of Cromwell. See Attachment C.**

Public Works Director Spina was in attendance to answer questions of the Town Council. He explained it is a small grant we have received twice before.

**MOTION** made by J. Henehan and **SECONDED** by P. Luna to authorize the Town Manager, Anthony Salvatore to enter into and execute any and all agreements, contracts and documents necessary to obtain the Neglected Cemetery Grant should the Town be selected for a grant award.

**All in favor.**

**H. CHIEF OF POLICE'S UPDATE**

The Chief of Police was in attendance to present her report to the Town Council. She added the following to her report:

- Officer Visconti was injured twice at the academy. She has a doctor's appointment coming up. Hopefully it is an expedited transition to get her out on the road.
- The officers started this week on their new shifts. She feels this will bring a significant increase in moral.
- They started a new hiring process.
- They sent people to the agility test, one backed out and one passed. We have one candidate moving forward. They will be continually conducting interviews.
- There is a candidate from a previous testing phase who was in violation of the Police Department's tattoo policy, the candidate is having it removed and they will be meeting with the candidate soon to see where they stand.
- There was an accident involving a cruiser on Main Street. The officer was not in the car. The car was parked under a light. This is still under investigation.

Mayor Fortenbach asked a question regarding the legalization of the sale recreational marijuana in Connecticut and if there is anything the Police Department is doing now that is different than the usual DUI. Chief LaMontagne explained there are many things they cannot do such as pull a car over for the odor of marijuana. She assured the Council that the officers are very well trained for spotting individuals driving under the influence (alcohol and drugs) and will be taking all the necessary steps to continue doing what they do.

There were questions regarding the car that was hit on Main Street. Chief LaMontagne informed the Council that the car was one of the new cruisers. Town Manager Salvatore explained what happens if the car is totaled. He said once we hear back from CIRMA we will use the insurance money we get and will request an additional appropriation from the Town Council to replace the car. Chief LaMontagne added that if the car is totaled, it does not mean the equipment inside the car is totaled. Hopefully, we will be able to use that equipment and only have to pay for the labor to take the equipment out and install it in the new car.

#### **I. PUBLIC WORKS DIRECTOR'S UPDATE**

Public Works Director Spina was in attendance to present his report to the Town Council. He added the following to his report:

- The Athletic Field RFP will close this Friday afternoon. We hope to have enough money.
- The Bottle Nip Fund – for every nip sold in Town, the Town receives five cents. The Town used the funds we received to keep seasonal employees employed

longer than we usually do. We partnered the seasonal employees with the solid waste operator to pick up trash in Town.

- J. **CITIZEN COMMENTS** *(limited to 2 minutes per speaker, please be respectful)*  
None.

- K. **NEW BUSINESS**  
None.

- L. **APPROVAL OF MINUTES**  
1. December 14, 2022 Regular Meeting Minutes  
**MOTION** made by J. Donohue and **SECONDED** by J. Henahan to approve the December 14, 2022 Regular Meeting Minutes.  
**All in favor.**

- M. **RESIGNATIONS**  
1. Ruth Checko, Recreation Commission  
**MOTION** made by J. Donohue and **SECONDED** by P. Luna to accept the resignation of Ruth Checko from the Recreation Commission with regret.  
**All in favor.**

- N. **APPOINTMENTS/REAPPOINTMENTS**  
**Appointments:**

1. **Youth Advisory Board**

- a. Jason Barber (U), regular member for a term expiring 1/1/2024  
**MOTION** made by J. Demetriades and **SECONDED** by P. Luna to appoint Jason Barber as a regular member to the Youth Advisory Board for a term expiring 1/1/2024.

**All in favor.**

- b. Katrina Barber (U), regular member for a term expiring 1/1/2024  
**MOTION** made by J. Demetriades and **SECONDED** by P. Luna to appoint Katrina Barber as a regular member to the Youth Advisory Board for a term expiring 1/1/2024.

**All in favor.**

- c. Gayle Ivy (U), regular member for a term expiring 1/1/2024  
**MOTION** made by J. Demetriades and **SECONDED** by P. Luna to appoint Gayle Ivy as a regular member to the Youth Advisory Board for a term expiring 1/1/2024.  
**All in favor.**

**Reappointments:**

**1. Youth Advisory Board**

- a. Suzanne Rutner (U), regular member for a term expiring 1/1/2024

**MOTION** made by J. Donohue and **SECONDED** by J. Henehan to reappoint Suzanne Rutner as a regular member to the Youth Advisory Board for a term expiring 1/1/2024.

**All in favor.**

- b. Whitney Simmons (D), regular member for a term expiring 1/1/2024

**MOTION** made by J. Donohue and **SECONDED** by J. Henehan to reappoint Whitney Simmons as a regular member to the Youth Advisory Board for a term expiring 1/1/2024.

**All in favor.**

**O. INFORMATIONAL ITEMS**

**1. Watrous Park Deeds and Restrictions**

Town Manager Salvatore explained that this is what he discussed during his Town Manager report.

**2. Press Release - POCD Survey**

Planning Director Popper included a copy of the press release sent out regarding the Town's Plan of Conservation and Development Survey.

Councilman Demetriades stated that he completed the survey and encouraged everyone to fill it out.

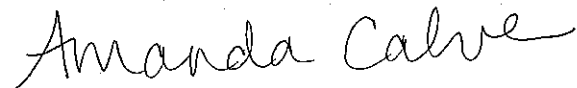
**P. ADJOURN**

**MOTION** made by J. Donohue and **SECONDED** by J. Henehan to adjourn.

**All in favor.**

The meeting adjourned at 8:17 p.m.

Respectfully submitted,



Amanda Calve  
Secretary





**Town Council Report**  
**January 11, 2023**  
 As of 1/5/23



In December, the CMS and Central Office building project was selected for the Office of School Construction Review Priority List. This means the office is recommending the project for funding to the Connecticut General Assembly which will be voted on in this legislative session.

Perkins Eastman completed the schematic design phase of the project. The committee is now reviewing the completed package and will apply any changes to the design development phase of the project.

The schematic design package will be used to develop a project estimate. The architect and the construction manager will develop independent estimates of the project's total construction cost which will inform decision making in the design development phase.

The town is finalizing the contract for the commissioning agent and construction manager. This process has been delayed by a question on the insurance for the commissioning agent's contract and end of year vacations for the construction manager's contract. We expect this to be completed by the end of January.

The committee has not yet received the final traffic study report pertaining to the Geer Street entrance, but the preliminary findings were presented to some town staff on December 19th. Police Chief Lamontagne researched accidents near the school entrance on Geer Street back to 2015 and found there have not been any accidents. SLR

did acknowledge the current line of sight issues at the school's current entrance and exit, however SLR was able to offer viable solutions including the creation of a three-way stop and/or adding flashing school zone signs for westbound traffic. Once the final traffic study report is available a follow up meeting will be held to discuss the results.

Perkins Eastman met with school staff to discuss the Public Address and security communications needs of the building. They will also be meeting with school facilities staff to review district standards for systems. A meeting will also be scheduled with the building inspector, fire marshal, health department and 504 officer to review the current status of the project design.

The committee is hosting a community forum with Perkins Eastman on January 25 at 7 p.m. via an online conference. There will also be an in-person viewing option available in the Arch Room at Town Hall. Perkins Eastman will provide a presentation about the project, highlight the STEAM features of the building and answer questions from the community.

Our next meeting is January 18 at 7 p.m.

Respectfully Submitted,  
Rosanna Glynn  
Chair, CMS Building Committee

**Calve, Amanda**

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**From:** Forte1977 <forte1977@comcast.net>  
**Sent:** Wednesday, January 11, 2023 5:46 PM  
**To:** Calve, Amanda  
**Subject:** Re: Mayor's update

- The CMS building project is progressing. The building committee is planning on breaking ground in October of this year. The completed traffic study will be provided to town staff for comment potentially by the end of this week.
- Climate/Culture study for town hall had its kickoff meeting on January 10, 2023. Brief presentations were given to the different disciplines within town hall and highway garage.
- I am looking at February 28<sup>th</sup> and March 1<sup>st</sup> for our budget workshops.
- I was unable to attend the retirement party for Sharon Muller & Rich Peck, however I heard it had a great turnout and good time was had by all in attendance.
- RFP's have been received for the Athletic Field Committee. If they have not been opened yet they will be very soon.
- I wanted to recognize public works for their efforts on December 23<sup>rd</sup> and putting down salt and sand I just the right time to ensure ice didn't form on the roads as temperatures dropped quickly.

On Jan 11, 2023 at 1:03 PM, <Amanda Calve> wrote:

Hi Steve,

There is nothing in the body of the message. Maybe try sending again?

Thank you!

*Amanda Calve*  
Senior Executive Assistant  
Town Manager's Office  
Town of Cromwell

**Neglected Cemetery Account Grant Program  
2023 Grant Application**

This application, its receipt, and/or any subsequent announcement or notification of an award associated with this application does not constitute a contract. A contract exists only when all required contractual documents are submitted and approved by the Office of Policy Management and the Grantee is notified that the contract is fully executed.

|  |
|--|
| <b>Name of Municipality:</b> 033 Cromwell  |
| <b>Chief Executive Officer:</b> Anthony Salvatore, Town Manager                          |
| <b>Contact Person for Grant Administration:</b> Louis J. Spina, Director of Public Works |
| <b>Contact Title and E-mail:</b> lspina@cromwellct.com                                   |
| <b>Contact Street Address:</b> 41 West St.   |
| <b>Contact City, State, Zip:</b> Cromwell Ct 06416                                       |
| <b>Contact Phone Number:</b> 860-632-3420  |
| <b>Remittance Address if Different from Above:</b>                                       |

Certification below must be by the Chief Executive Officer (e.g., Mayor, First Selectman, Town/City Manager):

I do hereby certify the following:

1. I have reviewed this Grant Application and all attachments and links thereto.
2. The information contained herein is true and accurate to the best of my knowledge.
3. The cemetery/cemeteries where work will be performed meet the definition pursuant to C.G.S. Sec. 19a-308.
4. Should my municipality receive a grant award, grant funds will only be used for allowable purposes to maintain a neglected cemetery/cemeteries as defined in C.G.S. Sec. 19a-308.
5. I am authorized to apply for these funds per municipal legislative body.

Signature: \_\_\_\_\_ Title: Director of Public Works

Printed Name: Louis J. Spina, Jr.

Date: January 10, 2023

## 2023 NEGLECTED CEMETERY ACCOUNT GRANT APPLICATION CHECKLIST

***This checklist MUST be submitted when submitting your application.***

Municipality Name: 033 Cromwell

☒ The subject-line of the email used to submit an application includes the MUNICIPALITY NAME and the words "Neglected Cemetery Account Grant Application".

☒ I have included one complete, signed, and dated application

☒ I have included the Statement of Work and Grant Award Budget

☒ I have included a certified copy of the minutes of our legislative body (i.e.: Board of Selectmen, Town Meeting or Council) which:

- o identifies the Chief Executive Officer by name and title, and states that said official is authorized to enter into and execute any and all agreements, contracts and documents necessary to obtain said grant should the town be selected for a grant award. (For embossed certification stamps that do not contain ink, please darken the embossed stamp with graphite so that it can be seen when the document is scanned/copied.)

☒ I have included a completed, signed and dated Municipal Certification of Eligibility for Discretionary State funding form including any associated attachments as noted on form, if applicable. (Included below)

☒ I have included a completed, signed and dated OPM Vendor/Bidder/Applicant Profile Sheet form OPM-A-15 (included below)

☒ I have included the General Grant Conditions (Included below)

**Reminder this checklist MUST be submitted with your application.**

Completed By: Louis J. Spina, Jr.  
lspina@cromwellct.com

E-mail Address:

Date: 10/20/23

## **STATEMENT OF WORK AND GRANT AWARD BUDGET**

**NAME OF APPLICANT MUNICIPALITY:** 033 Cromwell

**GRANT PROGRAM NAME:** 2023 Neglected Cemetery Account Grant Program

**CONCISE GRANT PROGRAM SUMMARY (PROGRAM PURPOSE/INTENT/MISSION):** Municipal maintenance of neglected burial grounds and cemeteries, as described in Section 19a-308 of the Connecticut General Statutes.

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### **I. INTRODUCTION**

#### **CONCISE PROJECT DESCRIPTION INCLUDING ALL CEMETERY NAMES AND PHYSICAL ADDRESSES:**

Quarry Cemetery

24 Ranney Road

Cromwell, Ct. 06416

Repair of chain link fence, tree maintenance, brush removal

## II. STATEMENT OF WORK

The grantee proposes to complete the work and/or proposes to purchase goods and/or services as delineated in the following table and in accordance with the below proposed budget. Note that the items listed in the "Tasks" column are simply examples. You may delete any and all that are not applicable.

[illegible]

### III. PROPOSED NEGLECTED CEMETERY ACCOUNT GRANT AWARD BUDGET :

List proposed grant award budget items below.

| Description                | Amount of Anticipated Neglected Cemetery Account Grant Funding (Up to \$5,000) | Amount Federal Funding | Amount Grantee Match Funding | Amount Other Funding | If "Other", list source name and type (private, state, etc.) | TOTALS:    |
|----------------------------|--|------------------------|------------------------------|----------------------|--|------------|
| replacing chain link fence | \$2,500.00   |                        | \$1,500.00                   |                      |  | \$4,000.00 |
| tree pruning/removal       | \$2,500.00   |                        | \$1,500.00                   |                      |  | \$4,000.00 |
|                            |  |                        |                              |                      |  |            |
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|                            |  |                        |                              |                      |  |            |
|                            |  |                        |                              |                      |  |            |
|                            |  |                        |                              |                      |  |            |
| <b>TOTALS:</b>             | \$5,000.00   |                        | \$3,000.00                   |                      |  | \$8,000.00 |

#### PAYMENT TERMS

- No payments will be made for expenditures incurred prior to the grant start date or after the grant end date unless provided for in statute or program provisions.
- Payment requests shall be submitted on OPM's approved payment request forms.
- Payment request forms shall be completed and signed by the appropriate authorized official who has the authority to sign binding contracts on behalf of the municipality.



**Municipal Certification of  
Eligibility for Discretionary State Funding**

*(This form to be completed by municipality)*

Name of Discretionary Grant Funding Program: Neglected Cemetery Account Grant Program

Name of Municipality & Town Code: 033 Cromwell (hereinafter referred to as "Town/City")

In accordance with C.G.S. § 8-23, as amended by **Public Act 15-95**, any municipality that has not adopted a plan of conservation and development (POCD) within the past ten years is ineligible for **discretionary state funding** unless they submit a "Notice of Expired POCD" to the OPM Secretary and to the Commissioners of Transportation, Energy and Environmental Protection, and Community and Economic Development, **and** they request and receive a waiver from the prohibition on a grant-by-grant basis from the OPM Secretary

☐ In accordance with C.G.S. § 8-23(a)(1), the Town/City has adopted a POCD within the last ten years; the adopted plan expires **Select Date**.

☐ The Town/City has **not** adopted a POCD within the last ten years as required by C.G.S. § 8-23(a)(1) and:

☒ In accordance with C.G.S. § 8-23(a)(2), the Town/City has submitted a "**Notice of Expired POCD**" to the OPM Secretary and the Commissioners of Transportation, Energy and Environmental Protection, and Economic and Community Development that explains why such plan was not adopted within the required ten year period (copy attached).

**AND**

☒ In accordance with C.G.S. § 8-23(b), the Town/City has submitted a "**Waiver Request Letter**" to the OPM Secretary requesting a waiver of the discretionary state funding prohibition for this grant application (copy attached).

I attest that the aforementioned information is accurate and complete and that I am the representative of the Town/City who is authorized to execute this certification.

Louis J. Spina, Jr. , Director of Public Works

Signature: \_\_\_\_\_

Select Date

033 Cromwell

(Form OPM-A-15, Jun-2017)

**OPM VENDOR/BIDDER/APPLICANT PROFILE SHEET**

This form is to be completed by entities responding to any OPM solicitation (RFP, RFA, RFI, RFQ, etc.) for supplies, services and/or grant funding.

|  |  |
|--|--|
| Entity Name (do not abbreviate):<br>Town of Cromwell | Federal Employer Id Number/SSN:                          |
| Entity Address:<br>41 West St, Cromwell, Ct. 06416   |  |
| Contact Person's Name:<br>Louis J. Spina, Jr.        | Telephone Number(s):<br>860-632-3420                     |
| Contact Person's Title:<br>Director of Public Works  | Contact Person's email Address:<br>lspina@cromwellct.com |

**AFFIRMATION OF VENDOR/BIDDER/APPLICANT**

The undersigned applicant/respondent affirms and declares:

- 1.) That this proposal/application is executed and signed by said vendor/bidder/applicant with full knowledge and acceptance of the conditions as stated in the CONDITIONS Section of the solicitation.  
☐ YES ☐ NO ☐ N/A (no solicitation)
- 2.) That the objectives, services and/or deliverables outlined in the solicitation shall be met/delivered by the vendor/bidder/applicant as proposed therein, at the budget/cost proposed therein (if applicable), and within the timeframes as delineated within the solicitation  
☐ YES ☐ NO ☐ N/A (no solicitation)
- 3.) That neither the vendor/bidder/applicant and/or any company official nor any subcontractor to the vendor/bidder/applicant and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut or the Federal Government.  
☐ YES ☐ NO
- 4.) That neither the vendor/bidder/applicant and/or any company official nor any subcontractor to the vendor/bidder/applicant and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with other states within the United States.  
☐ YES ☐ NO

**ACKNOWLEDGEMENT OF VENDOR/BIDDER/APPLICANT**

- 5.) With regard to a State contract as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the undersigned expressly acknowledges:  
Receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions.  
☐ YES ☐ NO ☐ N/A pursuant to CHRO definition below\*

\*Prohibitions not applicable to "a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee."

|   |                     |
|---|---------------------|
| Written Signature of Person Authorized to Bind the Vendor/Bidder Contractually: | Date:               |
| Type or Print Name of Authorized Signatory:                                     | Title of Signatory: |

**IF VENDOR/BIDDER/APPLICANT IS A CORPORATION**

What is the authority of signatory to bind the vendor/bidder/applicant contractually?

☐ Corporate Resolution ☐ Corporate By Laws ☐ Other XXXXXXXXXX

Is your business income reportable to the IRS? ☐ Yes ☐ No

Are you a DAS certified minority owned business? ☐ Yes ☐ No If YES, check all that apply.

☐ Women Owned ☐ Black ☐ Hispanic ☐ American Indian ☐ Disabled ☐ Iberian Peninsula ☐ Asian ☐ Other

| Subject of Solicitation | Submission Due | Division | Date Issued |
|-------------------------|----------------|----------|-------------|
|                         |                |          |             |

## OFFICE OF POLICY AND MANAGEMENT

*Intergovernmental Policy and Planning*

**450 CAPITOL AVENUE**

**MS # 54SLP**

**HARTFORD, CT 06106**

### **GENERAL GRANT CONDITIONS**

#### **SECTION 1: Use of Grant Funds.**

The Grantee agrees to expend the grant funds awarded pursuant to this agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as Grantee. Grant funds shall not, without advance written approval by the Office of Policy and Management (OPM), be obligated prior to the starting date or subsequent to the end date of the grant period.

#### **SECTION 2: Fiscal Control.**

The Grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of grant funds. The Grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to ensure that expenditures charged to grant activities are made for allowable purposes only.

#### **SECTION 3: Retention of Records and Records Accessibility.**

3.1 All grant-funded activities performed by the Grantee, its subcontractors and its subgrantees shall be subject to the inspection and approval of OPM at all times, and Grantee shall furnish all information concerning the grant-funded activities. OPM or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its subcontractors or subgrantees pertaining to work performed under this agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. OPM or its representatives will give the Grantee and its subcontractors and subgrantees at least twenty-four (24) hours' notice of such intended examination. At OPM's request, the Grantee and subcontractors and subgrantees shall provide OPM with hard copies or an electronic format of any data or information in the possession or control of the Grantee, subcontractor and subgrantee which pertains to OPM's business under this agreement.

3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of activities under this agreement for a minimum of six (6) years for municipalities and Regional Councils of Government, and three (3) years for all other grantees starting from the date of submission of the final report with the following qualifications and shall make them available for inspection and audit by OPM or its representative:

- a. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved; and
- b. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.

3.3 Any subcontractor or subgrantee under this agreement shall retain and maintain accurate records and documents relating to performance of activities under this agreement for a minimum of three (3) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by OPM or its representative. The Grantee must incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or subgrantee providing services and/or conducting activities under this agreement.

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**SECTION 4: Insurance.**

The Grantee agrees that while performing any activities specified in this Grant, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the activities to be performed, so as to "save harmless" OPM and the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with OPM prior to the award of funding.

**SECTION 5: Conflict of Interest.**

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or subgrant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employee is related to any of the foregoing persons.

**SECTION 6: Reports.**

The Grantee shall submit such reports as OPM shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, Grantee affirmative action packets, and subgrantee packets and budgets. Cash requests may be withheld by OPM until complete and timely reports are received and approved.

**SECTION 7: Funding Limitation.**

Funding of this project in no way obligates OPM to fund the project in excess of this Grant, beyond the period of this grant, or in future years.

**SECTION 8: Revised Budget.**

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the Grantee agrees to submit to OPM a revised budget and budget narrative equal to and in the same distribution as the grant award not later than thirty (30) days after signing of the Grant. Cash requests will be withheld until the revision is received and approved.

**SECTION 9: Audits.**

9.1 In accordance with the following conditions, the Grantee agrees to have conducted audits of each of the fiscal years included in the period of this Grant and any amendments thereto.

9.2 If the Grantee meets the requirements of the State Single Audit Act, §§ 4-230 through 4-236, as amended, of the Connecticut General Statutes, the Grantee's independent auditor is required to submit a State Single Audit Report to OPM. Connecticut General Statutes § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from OPM for this Grant and it is the only State Financial Assistance that the Grantee has expended during its fiscal year. The State Single Audit Report or Program-Specific Audit Report, including the management letter and corrective action plan, if applicable, should be uploaded by the Grantee's independent auditor to OPM's Electronic Audit Reporting System (EARS) website no later than six months after the end of the audit period. The Grantee shall submit one hard copy of the State Single Audit Report or Program-Specific Audit Report, including the management letter and corrective action plan, if applicable, to the OPM Office of Finance no later than six months after the end of the audit period. The Grantee shall also submit Form DE-2017 Supplement to the Audit Report, Detail of OPM Expenditures to the OPM Business Office by email no later than 3 months after the end of the audit period.

9.3 If the Grantee receives any federal funds in this Grant, as identified on the Notice of Grant Award, and meets the audit requirements of OMB Circular A-133, Audits of State and Local Governments and Non-Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Auditing Standards Generally Accepted In the United States of America, Government Auditing Standards issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular

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requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of \$750,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee expended Financial Assistance under only one federal program during its fiscal year. For audit purposes, State or grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted to the Federal Audit Clearinghouse by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

#### **SECTION 10: Unexpended Funds and or Disallowed Costs.**

If project costs are less than the grant, and or any project costs have been disallowed, the Grantee agrees to return or forfeit the unexpended/disallowed funds to OPM no later than sixty (60) days following the end date of the Grant.

#### **Section 11: Grant Extensions.**

If permissible, pursuant to the provisions of the relevant grant program, if the Grantee seeks an extension to the grant period, it is the Grantee's responsibility to request an extension in writing to the Secretary of the Office of Policy and Management not later than 45 days prior to the Grant's end date. Such requests will be considered on a case-by-case basis and decisions will be made at the sole discretion of the Secretary or designee. Requests for extensions submitted later than the last 45 days prior to the Grant's end date may be denied. No extensions to the end date of a grant will be made if a grant's end date has already passed.

#### **Section 12: Termination or Reduction for Convenience and Default.**

OPM has the right to terminate or reduce a grant. Such reasons to reduce or terminate a grant award include, but are not limited to, if the Grantee: cancels, suspends or significantly changes the scope and activities of a funded project; fails to progress in fulfilling objective(s) of the grant award; fails to comply with the terms of the grant award; owes a final or any past due reports for a previously received OPM grant; is unable to raise the required match; announces or takes steps to dissolve its business and or demonstrates inadequate financial or overall governance management or oversight.

#### **SECTION 13: Nondiscrimination and Affirmative Action.**

13.1 The Grantee agrees to comply with each provision of Connecticut General Statutes §§ 4a-60, 4a-60a, 46a-68e and 46a-68f, and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities (CHRO) pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, 46a-68f, and 46a-86 related to affirmative action and nondiscrimination provisions in contracts, compliance, and reporting.

13.2 In accordance with Connecticut General Statutes § 4a-60(a)(1) the Grantee agrees and warrants that in the performance of the Grant Award such Grantee 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 Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut.

13.3 In accordance with Connecticut General Statutes § 4a-60(a)(1) the Grantee 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 such Grantee that such disability prevents performance of the work involved.

13.4 In accordance with Connecticut General Statutes § 4a-60(a)(2) the Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by CHRO.

13.5 In accordance with Connecticut General Statutes § 4a-60a(a)(1) the Grantee agrees and warrants that in the performance of the Grant such Grantee 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 of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

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13.6 In accordance with Connecticut General Statutes §§ 4a-60(a)(3) and 4a-60a(a)(2) the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by CHRO advising the labor union or workers' representative of the Grantee's commitments, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

13.7 In accordance with Connecticut General Statutes §§ 4a-60(a)(5) and 4a-60a(a)(4), the Grantee agrees to provide CHRO with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee which relate to the provisions of this section and Connecticut General Statutes § 46a-56.

13.8 In accordance with Connecticut General Statutes § 4a-60(b) if the Grant is a public works contract, the Grantee agrees and warrants that the Grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by CHRO, of its good faith efforts, pursuant to Connecticut General Statutes §§ 4a-60(f) and 4a-60(g), respectively. For the purposes of this document, "Public Works Contract" is defined in accordance with Connecticut General Statutes § 46a-68b; and "Minority Business Enterprise" is defined in accordance with § 4a-60(e).

13.9 In accordance with §§ 4a-60(h) and 4a-60a(c) the Grantee shall include the provisions of subsections 11.1 to 11.8 inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of CHRO. The Grantee 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 Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the Grantee 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.

13.10 For the purposes of this entire Nondiscrimination section, "Grant Award" includes any extension or modification of the Grant Award, "Grantee" includes any successors or assigns of the Grantee, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this section, "Grant Award" does not include a grant where each grantee is (1) a political subdivision of the State of Connecticut, including, but not limited to municipalities, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3), or (4) of this subsection.

13.11 Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Grantee, for itself and its authorized signatory of this Grant, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Grant to assure that the Grant will be performed in compliance with the nondiscrimination requirements of such sections. The Grantee and its authorized signatory of this Grant 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 Grant or (C) initialing this nondiscrimination affirmation in the following box:

#### **SECTION 14: Executive Orders and Other Enactments.**

14.1 All references in this Grant 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 Grant at any time during its term, or that may be made applicable to the Grant during its term. This Grant shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Grantee is not relieved of its obligation to perform under this Grant if it chooses to contest the applicability of the Enactments or OPM's authority to require compliance with the Enactments.

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14.2 This Grant 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 Grant as if they had been fully set forth in it.

14.3 This Grant 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; (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 Grant as if fully set forth in it.

**SECTION 15: Americans with Disabilities Act.**

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the grant award period. The Grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Grantee to satisfy this standard either now or during the period of the Grant, as it may be amended, will render the grant voidable at the option of OPM upon notice to the Grantee. The Grantee warrants that it will hold OPM and the State harmless from any liability, which may be imposed upon OPM and the State as a result of any failure of the Grantee to be in compliance with this Act.

**SECTION 16: Independent Contractor.**

The Grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the Grantee will notify OPM of the contractor's identity.

**SECTION 17: Federal Compliance and Assurances.**

If the Grantee receives any federal funds in this Grant, as identified on the Notice of Grant Award, the Grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 as amended; and the Age Discrimination Act of 1975, to the effect that no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this Grant.

**SECTION 18: Non-Supplanting.**

18.1 If the Grantee receives any federal funds in this Grant as identified on the Notice of Grant Award, the Grantee agrees that these grant funds will be used to supplement and increase, but not supplant, the level of state, local, private and federal funds that would, otherwise, be made available for this project and to serve this target population and will in no event replace such state, local, private and federal funds.

18.2 The Grantee shall not use state funds conveyed by the Grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. OPM may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the Grant.

**SECTION 19: Additional Federal Conditions.**

If the Grantee receives any federal funds in this Grant as identified on the Notice of Grant Award, the Grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the federal grantor agency to OPM and which are, hereby, made a part of this grant award.

**SECTION 20: Indemnification.**

The Grantee, hereby, agrees to indemnify, defend and save and hold harmless the State of Connecticut, including, but not limited to, OPM, their respective officers, employees and agents for any breach of this agreement.

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**SECTION 21: Municipal Public Works Contracts and Quasi-Public Agency Projects Funded in Whole or Part by the State in Excess of \$50,000.**

Municipalities awarding municipal public works contracts and quasi-public agencies entering into contracts for quasi-public agency projects, funded in whole or part with grant funds awarded pursuant to this agreement, shall adhere to the requirements of Connecticut General Statutes §§ 4a-60, 4a-60a, 4a-60g, 46a-56, 46a-68c, 46a-68d, 46a-68g, and 46a-86 relating, but not limited to: nondiscrimination, affirmative action, and the set-aside program for small contractors and minority business enterprises. "Municipal Public Works Contract" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(14) and "Quasi Public Agency Project" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(15).

**SECTION 22: Campaign Contribution and Solicitation Prohibitions.**

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Grant represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice and, if applicable, Grantee shall complete and submit State of Connecticut Campaign Contribution Certification (OPM Form 1) to OPM at the time of submission of proposal and/or application (if no proposal or application, submit to OPM prior to execution of Grant Award).

**SECTION 23: Access to Contract and State Data.**

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

**SECTION 24: Additional Restrictions on Use of Federal Funds.**

Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.

**SECTION 25: Forum and Choice of Law.**

The parties deem the Grant 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 Grant 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 Grantee 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 26: Sovereign Immunity.**

The parties acknowledge and agree that nothing in the Solicitation or the Grant 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 Grant. To the extent that this section conflicts with any other Section, this Section shall govern.

**Section 27: Requirements for Nonprofit Organizations.**

If the Grantee is a nonprofit organization, the Grantee agrees to maintain its 501(c)(3) status and to maintain up-to-date annual filings as follows: (1) Certificate of Legal Existence with the Connecticut Secretary of the State; (2) Charitable Organization Registration with the Connecticut Department of Consumer Protection, unless exempted by Connecticut General Statutes § 21a-190d; and (3) Return of

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Organization Exempt From Income Tax Form 990 with the Internal Revenue Service. At OPM's request, the Grantee shall provide OPM with documentation pertaining to Grantee's 501(c) (3) and or annual filings.

**SECTION 28: Special Grant Conditions.**

The Grantee agrees to comply with the attached Special Grant Conditions, which have been issued in connection with this specific grant award, and which are hereby made a part of this award.

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