

TOWN OF OLD SAYBROOK
SELECTMEN'S OFFICE

302 Main Street • Old Saybrook, Connecticut 06475-2384
Telephone (860) 395-3123 • Fax (860) 395-3125

**MEETING OF THE BOARD OF SELECTMEN
TUESDAY, MAY 12, 2020
3:30 P.M.**

Teleconference Number: 646-307-1479

Teleconference ID: 807700

Video Meeting URL: <https://confoneoldsaybrook.globalmeet.com/OSBOS>

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. COMMENTS FROM THE PUBLIC

IV. COMMENTS FROM THE SELECTMAN

V. APPROVAL OF MINUTES: Board of Selectmen Meeting April 14, 2020

VI. BUSINESS BEFORE THE BOARD

- A.** Based on the recommendation of the Board of Finance and the Board of Selectmen, and pursuant to Governor Ned Lamont's Executive Order 7S, to approve the transfer of \$39,378 from the town's capital non-recurring fund 3350 for the purposes of installing a new library door entrance (\$19,200) and a new boiler (\$16,598), which sum includes a contingency; and to place those monies into a new fund entitled: "Library Door & Boiler Repair".
 - B.** Based on the recommendation of the Board of Finance and the Board of Selectmen, and pursuant to Governor Ned Lamont's Executive Order 7S, to approve the sum of \$376,609.84 for the purchase of a municipal roll off truck, municipal dump truck and a mason dump truck, said amount to be financed for a term not to exceed five (5) years, said amount to be paid from the Department of Public Works Reserve Fund 3353.
 - C.** Ingham Road Trailhead Grant Application-Discussion and requested action to approve grant request.
 - D.** The Katharine Hepburn Cultural Arts Center Booth Relocation Proposal – Discussion and requested action to refer to Board of Finance for action.
 - E.** Ratification of Computer Equipment Grant Funding Program Application Request- Discussion and requested action.
- VII. COMMENTS FROM THE SELECTMEN** – Bond Commission update: Update on Defined Contribution Plan/ Pension Plan in a volatile stock market.

VIII. ADJOURNMENT



The Trust for Public Land
THE PRESERVE STEWARDSHIP GRANT FUND

PURPOSE: The Preserve Stewardship Grant Fund has been established to provide funding to projects at the land known as The Preserve in Old Saybrook, Essex, and Westbrook, Connecticut. The purposes of this fund are to enhance the protection of natural resources on the land, secure the protection of wildlife habitat on the land, improve public access for passive recreational use, contribute to research efforts for habitat and resources found on The Preserve and aid in environmental education focused on the ecosystems present on the land and relating to it. The Trust for Public Land Connecticut Office administers the funds.

ELIGIBLE ENTITIES: Municipalities of Old Saybrook, Essex, and Westbrook, qualified nonprofits which serve the area of The Preserve, and qualified educational institutions.

PROCESS: Grant proposals shall be considered on a rolling basis. Applicants shall complete all sections of this application with particular attention to the proposal guidelines.

PROPOSAL GUIDELINES: Proposals for funding shall include at a minimum:

- *Description of project:* include goals, outcomes sought, impacts expected & specific activities.
- *Timeline:* projects are limited to one year.
- *Budget for project:* including description of any matching funds or in kind services.
- *Organizational description:* include organizational budget and 501(c) (3) determination letter and most recent audited financial statement and IRS Form 990.
- *Map of project area*

REPORTING REQUIREMENTS: Grant recipients will be required to submit a project report including, but not limited to: description of the work completed for the project, success at meeting goals outlined in the application, lessons learned and a financial report with budget vs. actual expenditures one year after receipt of grant.

CONTACT INFORMATION

Organization Name

Town of Old Saybrook

Primary Contact Name

Carl P. Fortuna, Jr., First Selectman

Address

302 Main St.

City, State, Zip

Old Saybrook, CT 06475

Email Address

cfortuna@oldsaybrookct.gov

Website

www.oldsaybrookct.gov

Telephone Number

860-395-3123

Please describe how the funds will be used.

The Town requests the funds for the identification and construction of a secondary entrance to The Preserve at Ingham Hill Road in Old Saybrook.

What impact will the project have and how will the impact be measured? Please be specific. Include both qualitative and quantitative measurements.

The project will have a positive impact by providing a secondary functional entrance to The Preserve for residents and visitors to the recently-acquired open space. The current curb cut and open woodland configuration is inadequate for the anticipated level of visitation to the area, so the Town and State will improve it to an adequate standard for automobiles with special treatment for species identified as typical to this habitat.

Time line: projects are limited to one year.

This request is for funds incurred April 2020 through November 2021.

Land disturbance activities including digging, ground clearing, heavy machinery driving and staging is expected to be done during the turtle's active season, which is April 1 through November 1. (To avoid negative impact to bat species, tree removal will be done outside the maternity season, which is May 15 through August 15.)

PROJECT BUDGET

Budget for project: include description of any matching funds or in-kind services.

In-kind Services Budget:

Survey, Preliminary Design, Final Design	\$ 35,000.00 (25%)
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Project Budget:

Site work, construction and stabilization:	\$ 81,942.38	
Maintenance and Protection of Traffic (2%):	\$ 1,816.62	
Construction Staking:	\$ 1,816.62	
Payment and Performance Bond:	\$ <u>2,270.78</u>	
		+ \$ <u>106,408.73</u> (75%)
		\$ <u>141,408.73</u> (100%)

Please attach organizational budget and attach 501 (c) (3) determination letter and most recent audited financial statement and IRS Form 990.

Please submit this form to: June Sgobbo via email june.sgobbo@tpl.org or mail to: The Trust for Public Land, 101 Whitney Avenue, New Haven, CT 06510. Any questions, please call: 203-777-7367, ext. 2

June 27, 2019

Christopher Taylor
Nathan L. Jacobson & Associates, INC
86 Main St
Chester, CT 06412
CTAYLOR@NLJA.COM

NDDDB Determination No: 201815592

Project: Construction of a Cul-De-Sac Turn Around and Trailhead Parking Lot on Ingham Hill Rd (The Preserve) in Old Saybrook

Expiration: June 27, 2021

I have reviewed Natural Diversity Database (NDDDB) maps and files regarding this project. According to our records, there are State-listed species (RCSA Sec. 26-306) documented adjacent and downstream from the area.

Eastern box turtle (*Terrapene carolina carolina*)- State Special Concern

Spotted turtle (*Clemmys guttata*)- State Special Concern

Both of these species are very sensitive to adult mortality because of late maturity and long life spans. Primary sources of mortality include vehicle, and machinery collisions, illegal collection, and predation.

Your proposed location for your parking area is located directly between two vernal pools that have been identified as "highest priority" vernal pools in The Preserve for conservation based on the diversity of species they contain. The area around these pools that is protected by The Preserve does not include all of the recommended 750ft envelope, and may be subject to other development pressures. Vernal pools have the best chances of healthy persistence if <25% of their envelope is disturbed. Placement of this parking lot should keep in mind the sensitivity of the area and the small area under protection.

- Enclose the parking area as much as possible with a permanent raised curb or stone wall will help keep turtles out of the parking area.
 - I concur with your design that encloses the parking lot with fencing
- Minimize new disturbance to the forest floor :
 - Keep the parking lot limited to the smaller extent indicated on your plans.
 - Make effort to control human traffic flow from this parking lot, especially mountain bikes or other vehicles, through signs and clearly marked trails as people access the property to avoid impacting animals moving in the 750ft envelope around the two vernal pools. In as much as it is possible, trails/traffic should follow existing paved/scarified surfaces, and stay out of 100ft immediate buffer of vernal pool.
 - I concur with your design modifications that remove the trailhead off of the parking area
 - Avoid creation of ruts and ditches in the area that may attract breeding amphibians.

Land disturbance activities including digging, ground clearing, heavy machinery driving and staging should be done during the turtle's active season, which is **1 April through 1 November**. Conducting land disturbance

activities while the turtle is active will allow the animal to move out of harm's way and minimize mortality to hibernating individuals. Additionally, the following recommendations will further minimize potential impacts:

- Exclusionary practices should be used to prevent any turtle access into disturbance areas. These measures will need to be installed at the limits of disturbance as shown on the plans.
- Exclusionary fencing be at least 20 in tall and must be secured to and remain in contact with the ground and be regularly maintained (at least bi-weekly and after major weather events) to secure any gaps or openings at ground level that may let animal pass through.
- All staging and storage areas, outside of previously paved locations, regardless of the duration of time they will be utilized, must be reviewed to remove individuals and exclude them from re-entry.
- All construction personnel working within the turtle habitat must be apprised of the species description and the possible presence of a listed species
- Any turtles encountered within the immediate work area shall be carefully moved to an adjacent area outside of the excluded area and fencing should be inspected to identify and remove access point.
- In areas where silt fence is used for exclusion, it shall be removed as soon as the area is stable and disturbance is finished to allow for reptile and amphibian passage to resume.

Little brown bat (*Myotis lucifugus*)- State Endangered

There are historic records of lactating females from this area. To avoid negative impact to these species avoid removing trees during the maternity season between May 15- August 15.

This determination is valid for two years. Please submit an updated NDDB Request for Review if the scope of the proposed work changes.

Natural Diversity Database information includes all information regarding critical biological resources available to us at the time of the request. This information is a compilation of data collected over the years by the Department of Energy and Environmental Protection's Bureau of Natural Resources and cooperating units of DEEP, independent conservation groups, and the scientific community. This information is not necessarily the result of comprehensive or site-specific field investigations. Consultations with the NDDB should not be substituted for on-site surveys required for environmental assessments. Current research projects and new contributors continue to identify additional populations of species and locations of habitats of concern, as well as, enhance existing data. Such new information is incorporated in the NDDB as it becomes available.

Please contact me if you have any questions (shannon.kearney@ct.gov). Thank you for consulting with the Natural Diversity Database and continuing to work with us to protect State-listed species.

Sincerely,

/s/ Shannon B. Kearney
Wildlife Biologist



Brett Elliott
Executive Director
Robin Andreoli
**Director of Development
& Community Relations**
Michael Gatta
Box Office Manager

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Joseph Smith
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Tara Winch

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Cate Blanchett
Lary Bloom
Dick Cavett
Christopher Dodd
Anthony Harvey
Katharine Houghton
Katharine Kramer
Cynthia McFadden
James Prideaux
Mark Rydell
Judy Samelson
Susie Tracy

**Spirit of Katharine
Hepburn Award
Recipients**
Dick Cavett, 2016
Glenn Close, 2017
Ann Nyberg, 2018
Christine Baranski, 2019

April 29, 2020

Mr. Carl Fortuna
First Selectman
Town of Old Saybrook
302 Main Street
Old Saybrook, CT 06475

Dear Carl,

For over the past ten years, the Kate has enjoyed a mutually beneficial relationship with the Town of Old Saybrook. A good steward of our historic home, a town-owned building, the Kate organization's true impact has been the economic activity it consistently generates for local businesses - restaurants, shops, and lodging facilities. Using the Americans for the Arts Economic Impact Study, each ticket is estimated to generate \$31.41 in local spending excluding the cost of admission. Last fiscal year the Kate boasted 43,344 individual tickets, and therefore an estimated \$1.34 million added to Main Street.

The current climate of Covid-19 has affected the Kate greatly. We are currently shuttered and entertainment venues will likely be the last to reopen given the challenges associated with social distancing. But we will reopen and we're meeting this challenge of closure with optimism, strategic planning, and forward thinking.

Utilizing the theater vacancy, we are working to move forward a project that will relocate our technical booth from the balcony to the main floor original box office. Two full rows of seating will then be restored to the balcony as it was when the building originated in the early 1900's. This will add 20 seats to inventory - and in future years, when sales strengthen post Covid-19, additional event attendees will contribute to the positive impact to Old Saybrook. This foresight now will provide lasting positive benefits to both the Kate and the community.

The total project cost is estimated to be \$85,000-\$100,000. Given the Kate's record of exemplary care of the building, we ask the Town of Old Saybrook to consider supporting the cost of permanent modifications to the town-owned building.

These line items are defined as:

Central Systems, Inc., Sprinkler pipe relocation, modifications:	\$5,464.00
New England Energy Controls, HVAC relocation, modifications:	\$6,754.80
New England Joinery & Works, Crown molding section recreation:	\$1,783.00
StairwayShop.com, Galaxy Fire Rated Powered Scissor Attic Stair:	<u>\$3,070.74</u>
	\$17,072.54

The Kate organization will secure the remainder of the funds from other sources to cover general contractor work, carpet, finishes, theatrical specific equipment, and additional theater seats. (Seats alone are \$25,000 of the project).



Brett Elliott
Executive Director
Robin Andreoli
**Director of Development
& Community Relations**
Michael Gatta
Box Office Manager

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Judy Samelson
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**Spirit of Katharine
Hepburn Award**

Recipients

Dick Cavett, 2016
Glenn Close, 2017
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Christine Baranski, 2019

To give scope to the return on investment for both the Kate and the Town, We've projected that 50 of approximate 275 annual shows will be near sell-outs and utilize the new seats in future years. 20 seats at an average ticket price of \$38, multiplied by 50 shows equals \$38 thousand. Most beneficial to the Kate is the ability to use those dollars to attract slightly larger acts which are dollars directly put back into programming. For the Town of Old Saybrook, this would be an estimated \$31.4 thousand placed back into the local economy per year.

We hope you will consider our request even in light of the current international pandemic under the lens that the Kate will once again be a leader in the economic success of Old Saybrook, and with this project, will do so with greater capacity and ability.

Don't hesitate to let me know if I can be available for any additional questions or further detail.

Best,

Brett Elliott
Executive Director

NEW ENGLAND JOINERY WORKS
19 Bokum Rd.
Essex Ct 06426

Quote

Job Name	Date	Estimate #
	4/8/2020	2598

Name / Address
The Kate

Ship To

Qty	Description	Rate	Total
1	9 piece cornice molding detail to match existing molding where cabinets are removed. This price includes tooling charges, setups, and materials. Moldings are paint grade Poplar. Approximately 10' needed.	1,318.00	1,318.00T
1	3 pc chair rail section to blend in where sound room is removed. Price includes setup and material. We have tooling already for these. Approximately 5' needed	190.00	190.00T
1	3 pc base molding section. This price includes setups and materials. We have the tooling for these profiles as well. Approximately 5' needed.	275.00	275.00T

Signature		This estimate is based on current availability of material and may be withdrawn in 30 days		Subtotal	\$1,783.00
Phone #	Fax #	E-mail		Sales Tax (6.35%)	\$113.22
1-860-7673377	1-860-767-3315	nejw@att.net		Total	\$1,896.22

From: Jay Morello <jmorello@comcast.net>
Sent: Wednesday, April 15, 2020 9:31 AM
To: Brett Elliott <Brett.Elliott@TheKate.org>
Subject: RE: The Kate- Old Saybrook

Good morning, Brett –

I hope all is well with you.

The cost associated with modifying the existing automatic fire sprinkler system to adequately protect the proposed balcony area “control room” removal per our on-site review and as described below is estimated to be \$5,464.00 excluding tax.

Scope of Work:

1. Remove the existing branch line that currently serves the “control room” & disconnect the riser the feeds the lower level (bathroom) area.
2. Relocate the existing “dry” pendent automatic fire sprinkler symmetrically the existing open ceiling area fire sprinklers located in the theater area & refeed it from a different location (to allow clearance for the proposed motorized attic access stair).
3. Install new “dry” pendent automatic fire sprinklers in the ceiling of the removed “control room” symmetrically with the existing open ceiling area fire sprinklers located in the theater area.
4. Refeed & relocate the riser that serves the lower level (bathroom) area to the proposed “pipe-chase” that will emulate similar existing floor-to-ceiling architectural features located in the theater.
5. The fire sprinkler system will be activated at all times whenever our scope of work is not being performed.
6. We will be mindful to maintain a neat work area at all times and limit our footprint to our direct work area only.

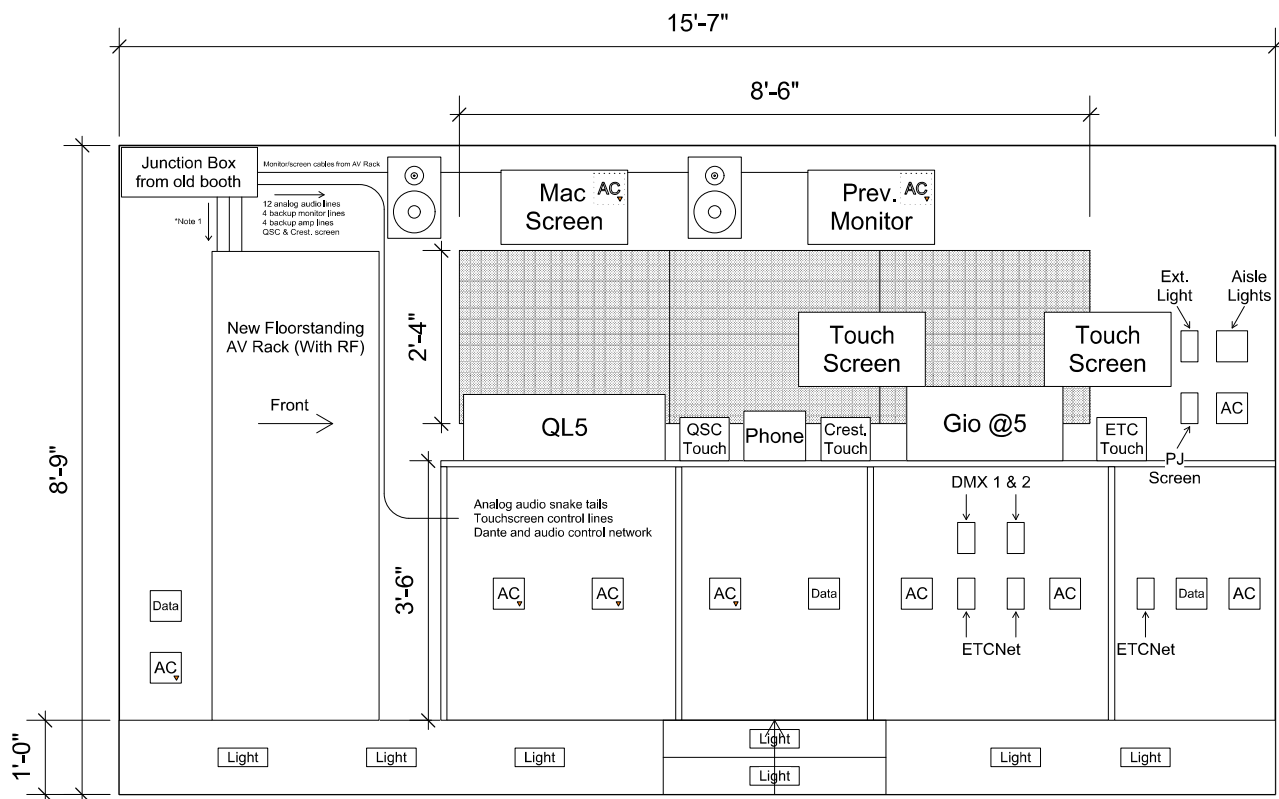
We Exclude:

- Engineered drawings
- Architectural finishes and/or refinishes
- Hole patching
- Permit fee (if applicable)
- Building fire watching while performing our scope of work
- Premium time labor
- Allowances for tasks not outlined in the above described scope of work.


Thank you very much for the opportunity to be involved with this project. Please do not hesitate to contact us if you have any questions or if you would like us to prepare for the project.

Best Regards,
Jay Morello

President
Central Systems, Inc.



Note 1
Shotgun mic line
Lobby speaker lines
RF Antenna A & B
Icecrypt Satellite lines
Coax cable line for cable box
Surround sound audio lines
Projector lines
Isolated ground power, two 20 amp circuits
All Dante/Audio Network lines
Additional open conduit for monitor/screen runs

	The Kate	
	Booth Relocation Project	
	Date 04/10/2020	Revision #4
	Scale: 1/2" = 1'	
	Drafted by: Jacob Kaufman	

The Kate- Booth Renovation Matrix

<u>Component</u>	<u>Contractor</u>	<u>High Quote</u>	<u>PHASE 1</u>	<u>PHASE 2</u>	<u>PHASE 3</u>	<u>TOWN</u>	<u>NAA</u>	<u>Notes:</u>
General Construction	John Vogt	\$6,000.00	\$6,000.00					Remove Upper Booth Walls, repair lower molding, patch, sand. Cut window, frame, add header. Build booth floor. Install door/laddar. Booth door. Booth Desk Build
Materials		\$5,000.00	\$5,000.00					lumber, drywall, hardware, paint, counter materials
Crown/Base Molding Recreation	New England Joinery & Works/Matt	\$1,783.00	\$1,783.00			Town?		Crown Molding restore, 2nd level chair rail and basebaord recreation.
Booth Window	Sierra Pacific//ABRCT	\$7,537.00		\$7,537.00				Custom Made Acordian Window
Balcony/Booth Railings	Grayson Metal	\$3,000.00		\$3,000.00				Balcony stair railing, booth back fold railing
Black Ceiling Acoustic Tiles		\$500.00	\$500.00					
Powered Attic Drop Laddar	Galexxy	\$3,000.00	\$3,000.00			Town?		wall switch
AV Rack	Middle Atlantic	\$4,978.41	\$4,978.41					
Booth Chairs	TBD	\$1,000.00			\$1,000.00			(max budget)
Window Shades and Blackout	Exploring Options	\$1,500.00						Balcony 2 windows and booth blackout.
Electric/audio work	PTE	\$9,500.00					\$9,500.00	All audio runs to new booth, conduit in wall, electric moves, switch for ceiling stairs, new lighting positions
Electic Materials		\$6,924.00	\$6,924.00					
Retro Down Lights	Barbizon (4 needed)	\$3,391.00					\$3,391.00	
New Lighting Position Materials	Barbizon	\$13,148.00			\$13,148.00			Pipe, ETC NET Ports, Electric
New Theater Seats	Highland Seating/Irwin	\$25,000.00			\$25,000.00			18 new chairs and reconfigurations (new quote coming)
Carpet for balcony/Booth	Coastal Concepts (did carpet last fall)	\$5,000.00		\$5,000.00				Replace Existing Carpet

The Kate- Booth Renovation Matrix

<u>Component</u>	<u>Contractor</u>	<u>High Quote</u>	<u>PHASE 1</u>	<u>PHASE 2</u>	<u>PHASE 3</u>	<u>TOWN</u>	<u>NAA</u>	<u>Notes:</u>
Sprinkler relocaiton	Central Systems, Inc./Jay Morello	\$5,464.00				\$5,464.00		Match Theater ceiling sprinkler config, relocate pipe conneting flooor 3 to 2, move pipe in attic.
HVAC relocation	New England Energy Controls	\$6,754.80				\$6,754.80		Decomission Booth, relocated ducts, strengthen lower booth flow?
			\$109,480.21	\$28,185.41	\$15,537.00	\$39,148.00	\$12,218.80	\$12,891.00

FLOOR CONSTRUCTION

FAILURE TO MEET MINIMUM FLOOR REQUIREMENTS COULD REQUIRE ALTERNATE FASTENING METHODS, INCLUDING ADDITIONAL INSTALLATION LABOR, PARTS, AND TIME. EXTRA COSTS ARE NOT THE RESPONSIBILITY OF IRWIN SEATING COMPANY. IN ADDITION, THE INSTALLATION FASTENER WARRANTY MAY BE VOIDED.

MINIMUM WOOD FLOOR REQUIREMENTS

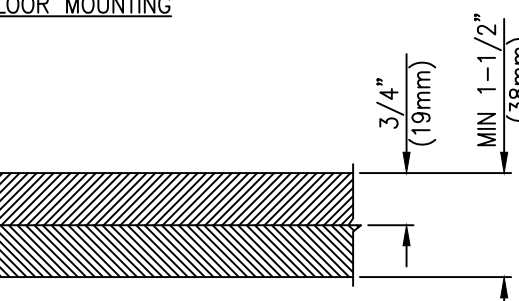
NEW WOOD FLOOR REQUIREMENTS

- TOTAL WOOD FLOOR THICKNESS MUST BE A MINIMUM OF 1-1/2" THICK

PRE-EXISTING WOOD FLOOR:

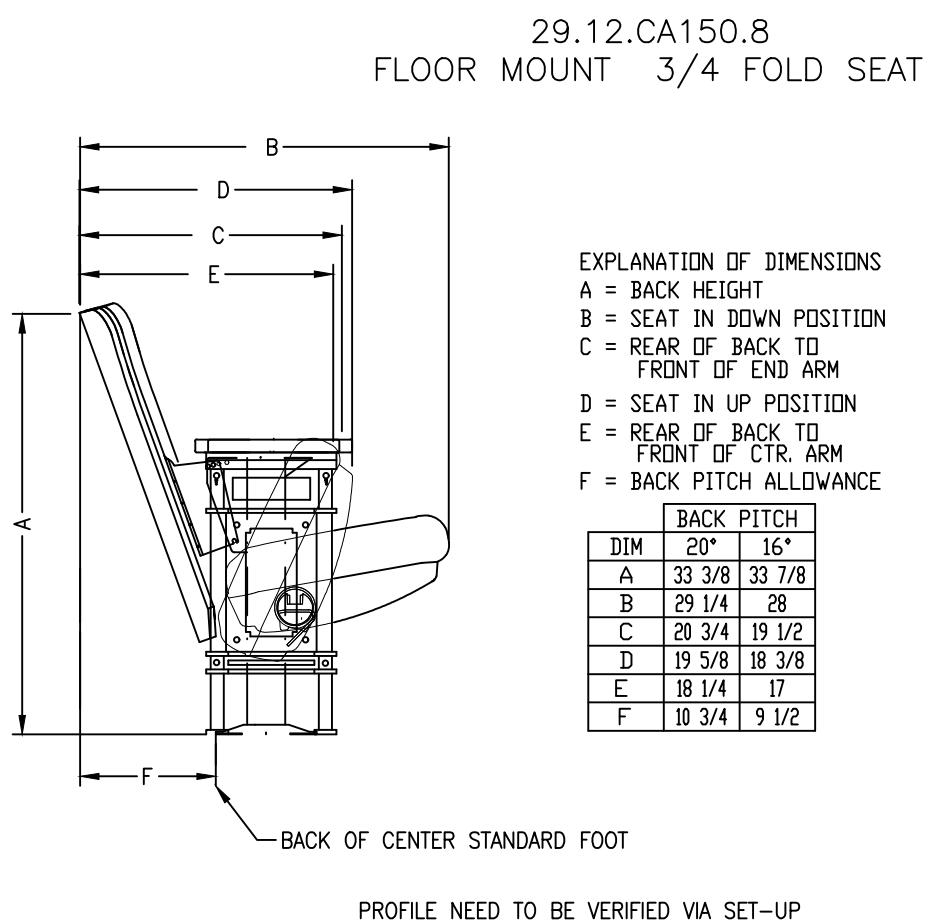
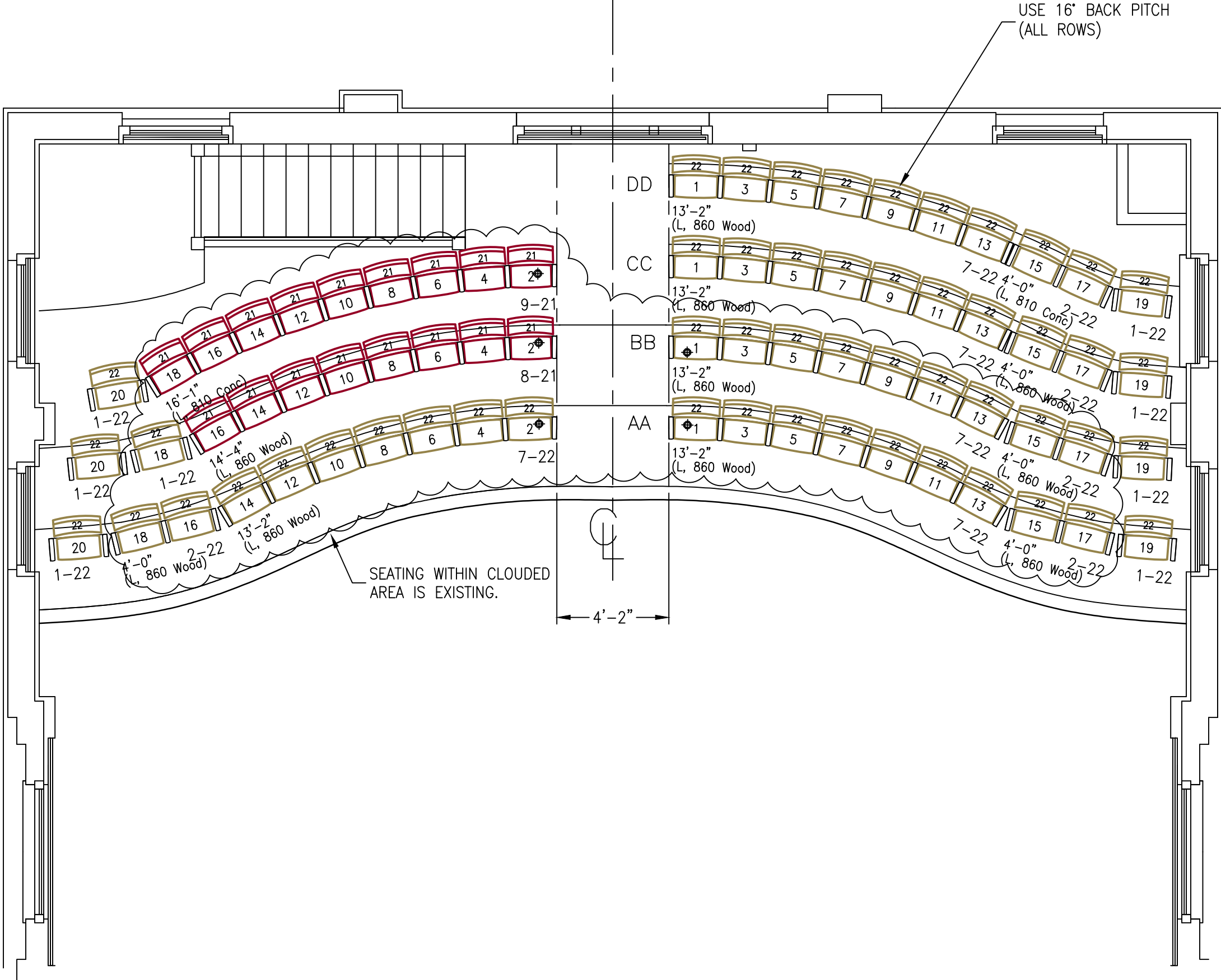
- EXISTING WOOD SHOULD BE TESTED TO VERIFY IF MINIMUM REQUIREMENTS CAN BE MET


FLOOR MOUNTING



RISER MOUNTING

- CHAIRS CAN ONLY BE FLOOR MOUNTED ON WOOD FLOORS. IRWIN SEATING COMPANY DOES NOT RECOMMEND THE USE OF RISER MOUNTED STANDARDS ON WOOD RISERS.





3251 FRUIT RIDGE AVE. NW
GRAND RAPIDS, MI 49544
PHONE: 866-GO IRWIN
FAX: 616-574-7411
WWW.IRWINSEATING.COM

COMPLIANCE WITH THE REQUIRED LOCAL, NATIONAL BUILDING, ADA, AND SAFETY CODES IS THE EXCLUSIVE RESPONSIBILITY OF THE OWNER/ARCHITECT/CONTRACTOR. SEATING LAYOUT DRAWINGS ARE BASED ON CODE REQUIREMENTS FOR ASSEMBLY SEATING AS FOUND IN I.B.C., BUILDING CODE. CODE INFORMATION ABOVE IS OFFERED FOR INFORMATIONAL PURPOSES FOR THE OWNER/ARCHITECT/CONTRACTOR. IRWIN SEATING COMPANY TAKES NO RESPONSIBILITY FOR CODE INTERPRETATION OR COMPLIANCE.

RELEASE / REVISION		BY	DATE
A	INITIAL RELEASE	GJL	8/23/18
B	REVISED PER REQUEST	AGW	3/18/20

CHAIR SUMMARY
29.12.150.8
FLOOR MOUNT

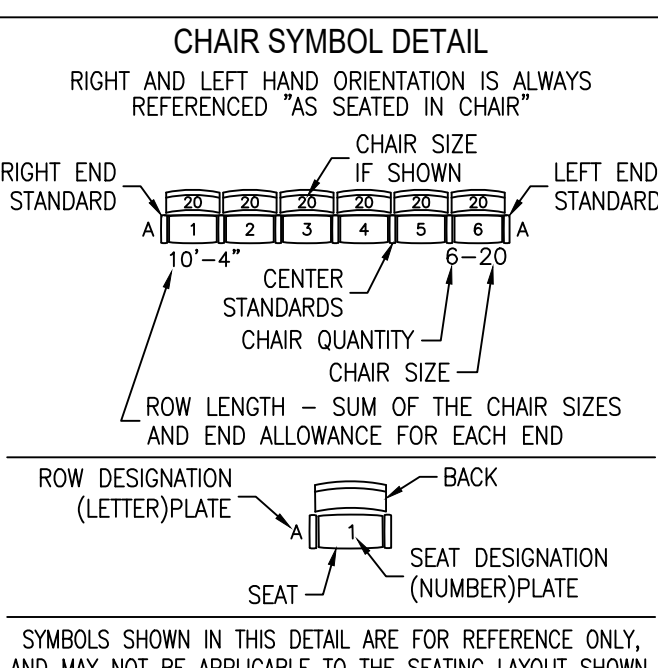
22" CHAIRS	- 25
TOTAL	- 25

PROSPECT DRAWING NOTE:

IRWIN SEATING COMPANY MAY NOT HAVE INCLUDED ALL ACCESSORIES AND/OR ADA REQUIREMENTS THAT WERE REQUESTED AT THIS STAGE. CHAIR SIZES/QUANTITIES ARE ESTIMATED AND ARE SUBJECT TO CHANGE BASED ON ACTUAL FIELD DIMENSIONS AND/OR OTHER INFORMATION PROVIDED TO IRWIN SEATING COMPANY.

'SPECIAL PRODUCT' NOTES:
(FOR INTERNAL USE ONLY)

NO SPECIAL PRODUCT NOTES REQUIRED



END STANDARD END ALLOWANCES:
2" FOR EACH END STANDARD

ACCESSORY LEGEND		
SYMBOL	ACCESSORY DESCRIPTION	QTY
	SEAT TAGS: LP2 OVAL BRONZE ON SEAT	PER PRINT
(MB)	MOVABLE BASES: 1 SINGLE, 5 DOUBLE	11

ORIGINATED BY: GLADE LATHROP
CONTACT INFORMATION
E-MAIL: gladdies.lathrop@irwinseating.com
PHONE: (616) 574-7446
SCALE: NONE

PROJECT NUMBER
P12576
SHEET: **1** OF **1**



PROPOSAL

**Project: Katherine Hepburn Cultural Arts Center
Location: 300 Main Street
Old Saybrook, CT 06475**

**Proposal Date: 4/21/2020
Valid Until: 5/21/2020**

To: Brett Elliot

Brett, NEEC is pleased to provide you with a proposal to relocate and rework the existing ductwork to accommodate new seating where the existing sound booth is located. This proposal includes demo of the existing ductwork, installation of the new ductwork, fire dampers, branch ductwork and diffusers. We are estimating two technicians for 5 days to complete the required work.

Labor: 2 men, 5 days @ \$95/hr = \$5700.00

Material (i.e. trunk duct, flex duct, fire dampers, balancing dampers, insulation, hardware, etc.) = \$1054.80

Total Proposed Amount = \$6754.80

Scott G. Demi
Vice President
New England Energy Controls Inc.
Office-(860)873-9999
Cell-(860)790-0542
Fax-(860)873-1899

Sdemi@neeccontrols.com

STATE OF CONNECTICUT SECRETARY OF THE STATE

Computer Equipment GRANT FUNDING PROGRAM

The Secretary of the State is pleased to announce a grant funding program for municipalities in the State of Connecticut. This grant funding program is intended to provide municipalities with supplemental funds necessary to replace and upgrade computer equipment that is used in connection with the operation of the Connecticut Voter Registration System ("CVRS").

This grant funding program is administered pursuant to the additional federal funding provided to states through the Help America Vote Act.

- Election Systems have been categorized as "Critical Infrastructure" by the Department of Homeland Security
- We are aware that certain communities currently use computer equipment that runs Windows 7 or other non-supported versions of Microsoft Windows
- Running Windows 7 or other non-supported versions of Microsoft Windows without continued software and security updates creates at greater risk for viruses and malware.

Municipalities who participate in this grant funding program must adhere to the following provisions:

- The State will pay one-half (1/2) of the total cost for the purchase of new computer equipment to be used in association with the Connecticut Voter Registration and Election Management Systems in an amount not to exceed \$3,000 per municipality.
- The Town agrees to MATCH the amount provided by the State to complete the purchase of such new computer equipment.
- The Town shall maintain its official voter registry list and enrollment lists in accordance with the provisions of Title 9 of the Connecticut General Statutes on the Connecticut Voter Registration System and shall manage all aspects of the election using the Election Management System on such computer equipment.
- The Town agrees to perform proper maintenance and install and apply all required security upgrades and patches as recommended by the computer hardware and software manufacturers.
- The Town may enter into this agreement only after both Registrars of Voters have completed the prescribed certification course established pursuant to Connecticut General Statutes §9-192a.

STATE OF CONNECTICUT
SECRETARY OF THE STATE

Computer Equipment GRANT FUNDING AGREEMENT

with

The Town of _____, Connecticut

THIS AGREEMENT, made this ____ day of _____, 20__ by and between the State of Connecticut acting by and through Denise W. Merrill, Secretary of the State (hereinafter, sometimes, the Secretary), duly authorized pursuant to Connecticut General Statutes Sec. 3-77, and the Town of _____, Connecticut, a municipal corporation acting by and through _____, duly authorized pursuant to Connecticut General Statutes Section 7-148 (hereinafter TOWN) for the ownership, operation and maintenance of the computer equipment for use in implementing the Statewide Voter Registration System, Election Management System and other associated systems, witnessed that:

WHEREAS, Election Systems have been categorized as "Critical Infrastructure" by the Department of Homeland Security and the State of Connecticut has created computerized Connecticut Voter Registration and Election Management Systems to be coordinated, implemented and administered by the Secretary of the State; **and**

WHEREAS certain computer equipment is required for use in connection with that project; **and**

WHEREAS we are aware that certain communities currently use computer equipment that runs Windows 7 or other non-supported versions of Microsoft Windows; **and**

WHEREAS running Windows 7 or other non-supported versions of Microsoft Windows without continued software and security updates creates at greater risk for viruses and malware. The Secretary of the State is offering grant funding to replace such non-supported computer equipment subject to THE TERMS, CONDITIONS, AND LIMITATIONS SET FORTH in this agreement.

NOW, THEREFORE, in consideration of the covenants, terms and conditions hereinafter expressed, the parties, by their duly authorized representatives, do mutually agree as follows:

GENERAL PROVISIONS

1. The following definitions shall apply to terms used in this agreement:

- (a). **Computer equipment** means the equipment, including, but not limited to the computer, keyboard, monitor, and mouse purchased pursuant to this agreement;
- (b). **Connecticut Voter Registration System and Election Management System** means a computer system consisting of a mainframe or other suitable server, personal computers, associated peripherals and software on which Registrars of Voters in Connecticut store and maintain the official voter lists of their municipalities as well as manage and report election results and other required reports pursuant to Title 9 of the General Statutes.

- (c). **State Software** means the programs which operate the Connecticut Voter Registration and Election Management System;
- (d). **State** means the State of Connecticut;
- (e). **Secretary** means the Connecticut Secretary of the State or his authorized representative.
- (f). **Other Software** means any software that is not State Software and that is included or installed on the computer equipment.

2. The State hereby agrees to remit to the Town one-half (1/2) of the total cost for the purchase of new computer equipment to be used in association with the Connecticut Voter Registration and Election Management Systems in an amount not to exceed \$_____ per machine purchased. The Town agrees to MATCH such amount to complete the purchase of such new computer equipment. The Town further accepts, all of the State's right, title and interest in, the computer equipment subject to the terms and conditions of this agreement. Upon execution of this agreement, Town assumes the risk of loss of said computer equipment and the Town shall thereafter be responsible for any cost of insurance, repair, maintenance, and operation of said equipment.

3. The computer equipment comes with manufacturer's warranties. The manufacturers will supply the provisions of these warranties. The State makes NO WARRANTY of any kind, including any IMPLIED WARRANTY OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE, with respect to the computer equipment or any OTHER SOFTWARE or other item referred to in this agreement.

4. Town agrees not to dispose of any computer equipment purchased with funds pursuant to this agreement without the approval of the Secretary.

5. Town agrees to assume the responsibility for the computer equipment operation costs, equipment power, printer, paper, toner, and ribbon costs, and other costs and supplies associated with the repair, operation and maintenance of said computer equipment.

6. Town shall henceforth maintain its official voter registry list and enrollment lists in accordance with the provisions of Title 9 of the Connecticut General Statutes on the Connecticut Voter Registration System and shall manage all aspects of the election using the Election Management System on such computer equipment.

7. Town shall use the computer equipment primarily for the Connecticut Voter Registration and Election Management Systems. Town may load and use on the computer equipment any OTHER SOFTWARE which does not conflict with, reduce the efficiency of, or compromise the security of, the operation of the Connecticut Voter Registration and Election Management Systems. Town shall configure or reconfigure said equipment, as directed by the Secretary, for the most efficient operation of the systems. Town shall forthwith remove from the computer equipment any software, which the Secretary, in her sole discretion, determines may conflict with, reduce the efficiency of, or compromise the security of, the operation of the Connecticut Voter Registration and Election Management Systems.

8. Connecticut Voter Registration and Election Management System Software will remain the property of the State of Connecticut; Town may use said Software in accordance with the terms and conditions of this agreement. The Software may not be altered in any way without the express written permission of the Secretary.

9. Town shall enter into and comply with any necessary licensing agreements with respect to the OTHER SOFTWARE contained on the computer equipment. Town shall indemnify and hold the

State harmless from any claims arising from such licensing agreements, as well as, from Town's use or misuse of any OTHER SOFTWARE contained on the computer equipment. Town's obligations under this section survive termination of this agreement.

11. Upon termination by either party, with or without cause, the Town shall **either**, [1] forthwith return, and assign all of town's right title and interest in the computer equipment, and OTHER SOFTWARE to the secretary, **or** [2] pay to the State of Connecticut a termination fee which shall be a portion of the total funding provided by the Secretary of the State pursuant to this agreement, as set forth below. The amount of the termination fee will depend on when the termination occurs and shall be computed as follows:

If the termination occurs,

<i>On or after the</i>	<i>But before the</i>	<i>The termination fee is:</i>
Date Town executes this agreement	1 st Anniversary of this agreement	100%
1 st Anniversary of this agreement	2nd Anniversary of this agreement	2/3 of Total Reimbursable Costs
2nd Anniversary of this agreement	3rd Anniversary of this agreement	1/3 of Total Reimbursable Costs
3rd Anniversary of this agreement		No termination fee

12. If Town fails to perform any of its obligations under this agreement, including but not limited to the obligations under paragraphs 6 and 7, the secretary may terminate this agreement.

13. Town agrees to perform proper maintenance and install and apply all required security upgrades and patches as recommended by the computer hardware and software manufacturers. Failure to perform such maintenance may terminate this agreement.

14. Town may enter into this agreement only after both Registrars of Voters have completed the prescribed certification course established pursuant to Connecticut General Statutes §9-192a. If Town elects a new Registrar of Voters during the duration of this agreement, such new Registrar of Voters shall complete the prescribed certification course established pursuant to Connecticut General Statutes §9-192a.

SEVERABILITY

It is the intent of the parties that, should any portion of this agreement be finally declared invalid by any court, all other portions shall remain in full force and effect subject to any amendments that may thereafter be made in writing by the parties.

ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the complete and exclusive agreement of the parties hereto and shall not be modified except in writing executed by an authorized representative of each party.

INDEMNIFICATION

Town agrees to indemnify and save harmless the State of Connecticut, the Secretary and his, employees against any and all claims, demands, actions, suits, and proceeding by others including, but not limited to, those based on copyright and any agreement between the State and Microsoft, against all liability to others, including but not limited to any liability for damages by


reason of or arising out of any misuse of OTHER SOFTWARE or any cause of action whatsoever, including, but not limited to, any liability or cause of action based on copyright and any agreement between the State and Microsoft, and against any loss, cost, expense, and damage resulting therefrom, arising out of or involving any negligence on the part of the Town in the exercise or enjoyment of this agreement.

NONDISCRIMINATION

THIS AGREEMENT INCLUDES ADDITIONAL NONDISCRIMINATION PROVISIONS LABELED "TERMS / CONDITIONS" ATTACHED HERETO AND MADE PART HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly signed on the dates hereinafter stated.

The Town of Old Saybrook, Connecticut

By: 

Town Manager
Duly Authorized

Dated:

State of Connecticut
Secretary of the State

By: _____
Denise W. Merrill
Secretary of the State
Duly Authorized

Dated:

TERMS/CONDITIONS

EXECUTIVE ORDERS

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or non compliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor, agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies; will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

NON-DISCRIMINATION CLAUSE

The contractor agrees and warrants that, (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 Conn. Gen Stat. §32-9n, and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.

For purposes of this section, "Commission" means the Commission on Human Rights and Opportunities

For purposes of this section, "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

(b)(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, mental retardation 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. The contractor further agrees to take affirmative action to insure 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, mental retardation, 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. (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 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 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 Conn. Gen. Stat § 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §46a-56, 46a-68e and 46a-68f; (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 §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 project.

(c)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

(d)The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts

(e)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 Conn. Gen. Stat. §46a-56, as amended by Section 5 of Public Act 89-253, 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.

(f)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.

(g)(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 of 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 section 46a-56. (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 as relate to the provisions of this section and section 46a-56 of the general statutes.

(h)The contractor shall include the provisions of subsection (g) 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 section 46a-56 of the general statutes, 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.

Effective 7/1/89 - Amended 4/1/91 - Amended 11/1/91 - Revised 6/1/94

Said Executive Order No. Three of Governor Thomas J. Meskill is attached hereto as Schedule E and said Executive Order No. Seventeen of Governor Thomas J. Meskill is attached hereto as Schedule F.