

TOWN COUNCIL  
**Town of Trumbull**  
CONNECTICUT  
www.trumbull-ct.gov

TOWN HALL  
Trumbull

TELEPHONE  
(203) 452-5000



AGENDA No. 739

- I CALL TO ORDER
- II MOMENT OF SILENCE
- III PLEDGE OF ALLEGIANCE
- V ROLL CALL
- VI PUBLIC COMMENT
- VII APPROVAL OF MINUTES
- VIII NEW BUSINESS

DATE: May 4, 2015  
TIME: 8:00 p.m.  
PLACE: Town Hall

NOTICE is hereby given that the Town Council of the Town of Trumbull, Connecticut will hold a regular meeting on Monday, May 4, 2015 at 8:00 p.m. at the Trumbull Town Hall, for the following purpose:

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1. RESOLUTION TC25-172: To consider and act upon a resolution which would amend Chapter 18 Taxation of the Trumbull Municipal Code to include Article VI, Senior and Disabled Volunteer Tax Abatement. (L&A Public Hearing)
  2. RESOLUTION TC25-173: To consider and act upon a resolution which would amend Chapter 2 Administration, Article II of the Trumbull Municipal Code to include Section 2-55 et seq, Trumbull Compensation Plan for non-union, appointed and elected officials. (Finance Public Hearing)
  3. RESOLUTION TC25-174: To consider and act upon a resolution which authorize First Selectman Timothy M. Herbst to sign an agreement entitled "Master Municipal Agreement for Rights of Way Projects". (L&A)

IX ADJOURNMENT

COPY OF THE RESOLUTION ATTACHED HERETO  
Carl A. Massaro, Jr., Chairman Trumbull Town Council

## RESOLUTIONS

1. RESOLUTION TC25-172: BE IT RESOLVED and ORDAINED, That Chapter 18 Taxation of the Trumbull Municipal Code is hereby amended to include Article VI, Senior and Disabled Volunteer Tax Abatement. (Full Ordinance Attached)
2. RESOLUTION TC25-173: BE IT RESOLVED and ORDAINED, That Chapter 2 Administration, Article II of the Trumbull Municipal Code is hereby amended to include Section 2-55 et seq, Trumbull Compensation Plan for non-union, appointed and elected officials. (Full Ordinance Attached)
3. RESOLUTION TC25-174: BE IT RESOLVED, That First Selectman Timothy M. Herbst is hereby authorized to sign an agreement entitled “Master Municipal Agreement for Rights of Way Projects”.

Sec. \_\_\_\_\_. Senior and Disabled Persons Volunteer Tax Relief.

(a) *Purpose.* In order to promote community development through service to the Town of Trumbull by drawing on the skills, knowledge and experience of its senior and disabled citizens, the town hereby establishes a program of tax relief for qualifying seniors and disabled persons who choose to give their time, talent and energy by volunteering to provide services to the Town.

(b) *Qualifications and benefits.* Beginning with the Grand List of 2015, qualifying taxpayers who volunteer fifty (50) hours of service to the Town of Trumbull shall be eligible for a tax credit not to exceed three hundred (\$300.00) upon his or her real property taxes in accordance with the provisions of hereof. The service period shall be July 1, 2015 to December 31, 2015.

For this Grand List, the aggregate total of participants shall not exceed 50 and the aggregate total of credits shall not exceed \$15,000.00.

Beginning with the grand list of 2016, qualifying taxpayers who volunteer to provide one hundred (100) hours of service to the Town of Trumbull, shall be eligible for a tax credit upon his or her real estate taxes in accordance with the provisions hereof. The service period shall be the calendar year of 2016, et seq.

For the Grand List of 2016, et seq, the aggregate total of participants shall not exceed 50 and the aggregate total of credits shall not exceed \$30,000.00.

In order to qualify for the benefits of this volunteer tax relief program, residents

(i) at the close of the preceding calendar year must be sixty-five years of age and over, or whose spouses, living with them, are sixty-five years of age or over, or sixty years of age or over and the surviving spouse of a taxpayer qualified in this municipality under this section at the time of his or her death or with respect to real property on which such residents or their spouses are liable for taxes under section 12-48 of the Connecticut General Statutes, or at the close of the preceding calendar year have not attained sixty-five years of age but are eligible in accordance with applicable federal regulations to receive permanent total disability benefits under Social Security, or have not engaged in employment covered by Social Security and accordingly have not qualified for benefits thereunder, but who has become qualified for permanent total disability benefits under any federal, state or local government retirement or disability plan, including the Railroad Retirement Act and any government-related teacher's retirement plan, in which requirements with respect qualifications for such permanent total disability benefits are comparable to such requirements under Social Security, and

(ii) must volunteer the requisite hours of service as set forth in this subsection (b), and

(iii) own or be held in trust for their benefit and occupy as their principal residence, real property in the Town of Trumbull or be liable for the payment of taxes thereon pursuant to Section 12-48 of the Connecticut General Statutes, and

(iv) must not be delinquent on the payment of any taxes or assessments due the Town of Trumbull or the Trumbull Water Pollution Control Authority

Qualifying taxpayers who participate in this program for the Grand List years of 2016 and thereafter and shall have reached the minimum requirement of one hundred (100) hours of service as set forth herein shall be entitled to a tax credit of a fixed amount of not more than six hundred dollars (\$600.00), provided that said taxpayer satisfies the conditions of subsections (b) and (c). No more than two qualifying taxpayers who participate in this program and reside in the same principal residence may be entitled to a tax credit under this program, provided both taxpayers satisfy the conditions of subsections (b) and (c). Qualifying taxpayers must reach the specific number of hours as set forth herein to be eligible for the respective tax credits. In no event may the amount of tax credits per household exceed the amount of real property tax levied against the residence.

(c) *Program implementation.* The Tax Assessor, or its designee, shall be responsible for administration of the Senior and Disabled Persons Volunteer Tax Relief Program.

For Grand List year 2015, the Assessor shall prepare a list of approved Town related activities and services, excluding the Board of Education, for which qualifying taxpayers may choose to volunteer. Eligible taxpayers shall submit a completed application form and authorize a background check. Placements shall be based upon the skills, interests and applicant's ability to perform all duties and responsibilities of the placement.

For Grand List year 2016, et seq, the Assessor shall create an approved list of qualifying scientific, educational, literary, historical, governmental, charitable and non-profit entities located in the Town of Trumbull for which qualifying taxpayers may choose to volunteer in addition to Town-related activities and services. Such entities shall meet the spirit and intent of the ordinance, and provide direct benefit and support to the Trumbull Community. The Tax Assessor shall prepare application forms to be completed by taxpayers qualifying for benefits hereunder who wish to participate in the senior volunteer tax relief program.

Volunteer hours are to be completed in one calendar year. They shall be certified by the department or entity for which the services are rendered and submitted to the Tax Assessor by January 31<sup>st</sup> following the calendar year of service. Accumulated volunteer hours not reaching the minimum number to earn the tax credit may not be carried over to the following year. The Tax Assessor shall coordinate the application of the credit to the taxpayer's bill with the Tax Collector.

The tax credit earned shall be applied to the tax bill issued for payment in July of the year following the calendar year of service.

(d) *Disqualification.* Any such property tax relief granted to any such resident shall not

disqualify such resident with respect to any benefits for which such resident shall be eligible under the provisions of C.G.S. 12-129b to 12-129d, inclusive, and 12-170aa, and any such property tax relief provided under this section shall be in addition to any such benefits for which such resident shall be eligible under said sections. Notwithstanding the foregoing, a resident is ineligible to apply for this program

(i) if at the time of such application, the resident is delinquent in any taxes owed to the Town of Trumbull or the Water Pollution Control Authority, and (ii) for any grand list year that such resident is also receiving benefits pursuant to the Town's Senior Tax Deferral Relief Program. For the purposes of this program, the hours spent by a resident as an elected or appointed town or government official, volunteer firefighter or emergency service personnel, or employee, shall not be included in the determination of total number of requisite hours volunteered by the resident.

(e) *Termination/Amendment.* This program may be terminated or amended by the Town Council at any time with or without cause in the event it is deemed by the Town to be in its best interest to do so.

H. James Haselkamp, Jr.  
Director of Labor Relations  
Jhaselkamp@trumbull-ct.gov

**Town of Trumbull**  
**CONNECTICUT**

Town Hall  
5866 Main Street  
Trumbull, Connecticut 06611  
Phone: 203.452.5031  
Fax: 203.452.3856



**MEMORANDUM**

To: Town Council Members  
Fr: H. James Haselkamp, Jr., Director of Labor Relations  
Re: Compensation Plan for Elected and Appointed Officials  
Dt: April 22, 2015

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Attached please find a draft of the Compensation Plan for Elected and Appointed Officials. The plan creates salary ranges for various non-union and appointed positions. These ranges were established based on existing salaries, internal comparisons with union and non-union positions and external comparisons, where applicable. I have made some revisions to the original plan submitted to the Board of Finance. These changes deal primarily with adjustments to the First Selectman's salary and the notion it should be increased over time and changing the index used to periodically adjust the ranges which will now be tied to overall public sector union settlements rather than an external compensation index. I look forward to your inquiries in regard and if you have questions in advance of the meeting please feel free to give me a call.

**DEPARTMENT OF HUMAN RESOURCES**

**TOWN OF TRUMBULL**

**COMPENSATION PLAN**

**FOR**

**NON-UNION, APPOINTED AND ELECTED  
OFFICIALS**

Adopted: May, xx 2015  
Effective January 1, 2016

I. **Introduction:**

A. **Background:** This Pay Plan covers non-union, appointed and elected officials except as specifically noted.

B. **Pay Plan Objectives:**

1. Internal equity;
2. Competitive with the municipal market;
3. Links pay and performance;
4. Easy to administer;
5. Provides continuity and flexibility.

II. **Administration of the Compensation Plan for Non-Union, Appointed and Elected Officials:**

A. **Appointments:** The minimum rate of pay for a classification shall normally be paid upon new appointment. An appointing authority may recommend a new appointment or reappointment at a rate higher than the minimum rate established for the classification, by written request to the Director of Labor Relations. The Director may approve a starting or reappointment rate beyond the minimum of the salary range but not to exceed the midpoint of the range.

B. **Promotions:** In the event an employee is promoted from one position covered by this salary plan to another position included in a different grade of this salary plan, the salary of the employee shall increase at least 10% but not more than 20%, except in such cases when the increase would place the salary beyond the maximum established for the grade of that position or below the minimum established for that position. In the former case, the maximum rate of pay for that classification will be paid and in the latter case, the minimum rate of pay for that classification will be paid. The determination of the actual percentage increase will be made by the individual's supervisor based on that individual's salary in the range subject to the approval of the Director of Labor Relations.

C. **Within Grade Salary Increase:** All employees covered by this plan (except elected officials) shall receive increases based solely on performance appraisals, on forms approved by Human Resources. For employees with less than three months tenure, no increases shall be given. Performance appraisal forms are appended hereto and made a part hereof. Performance appraisal forms shall be based on job descriptions, tasks and standards developed for each position covered by this plan. Salary increases shall be, at a minimum, the same as provided to the supervisors union (MATHAS). A salary adjustment shall be given if the evaluation indicated the individual "meets expectations". If the employee fails to meet expectations, he or she shall not be eligible for a salary adjustment. Effective July 1<sup>st</sup> each year's salaries shall be adjusted based on the terms and condition outlined herein. As condition precedent, Personnel Appraisal Forms must be completed and submitted to the Human Resources Department by the date established by the Human Resources department for the individual to be eligible for a salary increase.

- D. **Pay Rates for New Positions:** In the event a new classification is established, the Personnel Department set the appropriate pay grade.
- F. **Reallocation of Positions:** In the event of significant changes in the job content of a particular Ordinance position, the Personnel Director shall recommend to the Personnel Committee the appropriate pay grade.
- Reallocation of a position does not impact the salary of any incumbent unless the incumbent is below the minimum or above the maximum of the new grade. In the event of the former, the incumbent's salary shall be adjusted to the minimum of the grade. In the latter case, the incumbent's salary shall remain fixed until the maximum of the new range reaches the incumbent's salary.
- G. **Elected Officials:** The salary for elected officials and certain appointed Officials shall be as outlines in Section K. Changes in the salaries for elected officials shall be effective January 1st of the year they are elected or reelected.
- H. **Position Status:** All salary ranges and recommendations are for full time positions. If positions are filled on less than a full time basis, salaries shall be prorated and adjusted accordingly.
- I. **Maintenance of Salary Plan Objectives:** In order to maintain the salary plan objectives, the Personnel department shall periodic review of the salary ranges.
- J. **Adjustment of Ranges:** The ranges shall be adjusted every other year starting January 1, 2018, by the statewide average of public sector union settlements (non-public safety) rounded to the nearest quarter.
- K. Effective January 1, 2016 allocation of positions to grade shall be as follows: \*

**Category**

**1. Elected Officials      Effective: January 1, 2016**

Selectman (First Term)	Year 1 80% of the Minimum of Director of Finance Range Year 2 85% of the Minimum of Director of Finance Range
Selectman (Second Term)	Year 1 90% of the Minimum of Director of Finance Range Year 2 95% of the Minimum of Director of Finance Range
Selectman (Third Term)	Year 1 100% of the Minimum of Director of Finance Range Year 2 105% of the Minimum of Director of Finance Range
Selectman (Four Term)	Year 1                      Midpoint of the Director of Finance Range
Treasurer (Part time)	25% of Minimum of Director of Finance Range
Town Clerk	60% of the Minimum of Dir. of Finance Range

<b>2. <u>Department Heads</u></b>	<b><u>*Minimum</u></b>	<b><u>Midpoint</u></b>	<b><u>Maximum</u></b>
Chief of Staff	\$77,500	\$87,500	\$97,500
Director of Finance	\$115,000	\$125,000	\$135,000
Director of Public Works	\$110,000	\$120,000	\$130,000

Director of Health	\$90,000	\$100,000	\$110,000
Director of Labor Relations	\$110,000	\$120,000	\$130,000
Director of ECD	\$105,000	\$115,000	\$125,000
Director of EMS	\$80,000	\$90,000	\$100,000
Director of Parks and Recreation	\$95,000	\$105,000	\$115,000
Police Chief	\$115,000	\$125,000	\$135,000
Operations Director Golf Course	\$85,000	\$95,000	\$105,000
<b>3. <u>Supervisors/Administrators</u></b>			
Asst. Finance Director	\$85,000	\$95,000	\$105,000
Personnel Manager	\$72,500	\$82,500	\$92,500
Deputy Police Chief	\$100,000	\$110,000	\$120,000
<b>4. <u>Support Staff</u></b>			
Executive Assistant (First Selectman/PD)	\$55,000	\$60,000	\$65,000
Secretary (First Selectman)	\$45,000	\$50,000	\$55,000
Human Resources Assistant	\$45,000	\$50,000	\$65,000

\* Any employee below the minimum shall be moved to the minimum of the range.

L. **Transition:** Those employees with existing employment contracts will be covered by the plan after their current contract expires or if mutually agreed upon may execute amendments to their current contracts where they will be subject to the Plan.

M. **Effective Date of Pay Plan:** January 1<sup>st</sup>, 2016

**MASTER MUNICIPAL AGREEMENT  
FOR RIGHTS OF WAY PROJECTS**

THIS MASTER MUNICIPAL AGREEMENT FOR RIGHTS OF WAY ACTIVITIES (“Master Agreement” or “Agreement”) is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION (the “DOT”), and the TOWN OF Trumbull, 5688 Main Street, Trumbull, Connecticut 06611 (the “Municipality”). The DOT or the Municipality may each be referred to individually as the “Party” and collectively may be referred to as the “Parties.”

WHEREAS, the Municipality undertakes, and may financially participate in, rights of way activities, in conjunction with improvements to locally-maintained roadways, structures and transportation enhancement facilities that are eligible for government financial assistance from the DOT, the federal government, or both; and

WHEREAS, the DOT is the authorized entity responsible for distributing the state and federal government financial assistance with respect to these municipal projects; and

WHEREAS, on a project-by-project basis either the Municipality or the DOT takes on the responsibility for the administration of the rights of way phase of a particular municipal project, and the parties wish for this Master Agreement to address the rights of way phase of the Municipality or State’s administered projects; and

WHEREAS, the Commissioner is authorized to enter into this Agreement and distribute state and federal financial assistance to the Municipality for these projects pursuant to § 13a-98e and § 13a-165 of the Connecticut General Statutes; and

WHEREAS, the DOT and the Municipality wish to set forth their respective duties, rights, and obligations with respect to these projects that are undertaken pursuant to this Master Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

**Article 1. Definitions.** For the purposes of this Master Agreement, the following definitions apply:

1.1 “Administer,” “Administering” or “Administration” of the Rights of Way Project means conducting and managing operations required to perform and complete the Rights of Way Project, including performing the work either by the Municipality or the DOT, as applicable to the particular Rights of Way Project, in whole or in part, undertaking all of the administrative-duties related to and required for the completion of the Rights of Way Project.

1.2 “Authorization to Proceed Notice” means the written notice from the DOT to the Municipality authorizing the Municipality to Perform its obligations for the Rights of Way Project under the PAL.

## Master Municipal Agreement for Rights of Way Projects

1.3 “Authorized Department of Transportation (DOT) Representative” means the individual, duly authorized by a written delegation of the Commissioner of the DOT pursuant to Section 13b-17(a) of the Connecticut General Statutes, to sign PALs.

1.4 “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

1.5 “Demand Deposit” means an amount of money due to the DOT from the Municipality.

1.6 “Designated Official” means the municipal official or representative designated by title who is duly authorized by the Municipality to receive PALs issued by the DOT under this Agreement and who submits to the DOT a Written Acknowledgment of the PAL (defined in section 2.2) binding the Municipality to the terms and conditions of the PALs issued by the DOT under this Master Agreement.

1.7 “DOT-provided Services” means the work that the DOT is responsible to Perform for the Rights of Way Project, as specifically set forth in the PAL and may include, but are not necessarily limited to, administrative oversight, and liaison activities with other governmental agencies to ensure satisfactory adherence to DOT and federal requirements.

1.8 “Effective Date” means the date which the Master Agreement is executed by the DOT.

1.9 “Funding” means funds from the state government, the federal government, or a combination of any of the foregoing, designated for a particular Rights of Way Project, as specified in the Project Authorization Letter.

1.10 “Municipality Parties” means a Municipality’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to Perform under the Master Agreement in any capacity.

1.11 “Municipal Project” means a project undertaken by the Municipality for improvements on locally maintained or owned roadways, structures, transportation enhancement facilities (as defined by 23 U.S.C. §101(a)(35), as revised), or any combination of the foregoing, which generally includes three phases of activities: the design phase, rights of way phase, and construction phase.

1.12 “Official Notice” means notice given from one Party to the other in accordance with Article 11.

1.13 “Perform” means for purposes of this Master Agreement, the verb “to perform” and the performance of the work set forth in this Master Agreement which are referred to as “Perform,” “Performance” and other capitalized variations of the term.

## **Master Municipal Agreement for Rights of Way Projects**

1.14 “Plans, Specifications, and Estimates (PS&E)” means the final engineering documents produced during the design phase of the Municipal Project that contain all of the construction details and are made part of the bid documents.

1.15 “Project Amount” means the total estimated cost to complete the Rights of Way Project, as estimated at the time of the DOT’s issuance of the PAL.

1.16 “Project Authorization Letter (“PAL”)” means the written document that authorizes the distribution of Funding to the Municipality for the specific Rights of Way Project during a specified period of time.

1.17 “Records” means all working papers and such other information and materials as may have been accumulated by the Municipality in performing the Rights of Way Project, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

1.18 “Rights of Way Project” means the necessary activities to acquire property in conjunction with a Municipal Project, including, but not limited to, appraisals, title searches, property map reviews, negotiations, and closings.

1.19 “State” means the State of Connecticut, including the DOT and any office, department, board, council, commission, institution or other agency or entity of the State.

1.20 “Term” means the duration of the Master Agreement.

1.21 “Termination” means an end to the Agreement prior to the end of its term whether effected pursuant to a right which the Agreement creates or for a breach.

### **Article 2. Issuance and Acknowledgment of PALs for Rights of Way Projects.**

#### **2.1 Issuance of PAL.**

The DOT shall issue to the Municipality a PAL for the applicable Rights of Way Project, in the form substantially similar to Schedule A, which will be addressed to the Designated Official and signed by the Authorized DOT Representative. PALs issued under this Master Agreement will address Rights of Way Projects and will not address the design or construction phase activities of Municipal Projects. The issuance of the PAL itself is not final authorization for the Municipality to begin Performing work with respect to the Rights of Way Project. Additional required steps and approvals are set forth in this Master Agreement.

#### **2.2 Written Acknowledgement of the PAL.**

In order for the terms of the PAL to become effective and binding on both Parties, the Municipality shall return to the DOT a copy of the PAL signed by the Designated Official,

## **Master Municipal Agreement for Rights of Way Projects**

hereinafter referred to as the "Written Acknowledgement of the PAL." The signature of the Designated Official on the Written Acknowledgement of the PAL constitutes the Municipality's agreement to be bound by the terms of the PAL and the Municipality's agreement to undertake the particular Rights of Way Project (if it is to Administer the Project) in accordance with the terms of the PAL and this Master Agreement. The Municipality shall submit the Written Acknowledgement of the PAL to the Authorized DOT Representative by the deadline set forth in the PAL. By written notice to the Municipality, the DOT, in its discretion, may extend or waive the deadline set forth in the PAL for the Municipality to submit the Written Acknowledgement of the PAL. Such extension or waiver may be granted after the date set forth in the PAL for submission of the Written Acknowledgement of the PAL. Submission of the Written Acknowledgement of the PAL by facsimile or electronic transmission is acceptable. The Written Acknowledgement of the PAL shall be deemed delivered on the date of receipt by the DOT if on a business day (or on the next business day after delivery if delivery occurs after business hours or if delivery does not occur on a business day). The PAL becomes effective on the date that the Written Acknowledgement of the PAL is delivered to the DOT provided the Written Acknowledgement of the PAL is submitted by the deadline set forth in the PAL or by the date set forth by the DOT in any extension or waiver of the deadline.

### **2.3 Designated Official.**

The Municipality herein represents that the First Selectman of the Town of Trumbull is the Designated Official to whom the Municipality has granted the authority, throughout the Term of this Master Agreement, to sign and submit the Written Acknowledgement of the PAL(s) to the DOT on its behalf. The signature of the Designated Official shall bind the Municipality with respect to the terms of the PAL. Signature by the individual as the Designated Official upon any Written Acknowledgement of a PAL is a representation by such individual that he/she holds the title of the Designated Official as of the date of his/her signature. If at any time during the Term the Municipality seeks to modify which municipal official or representative by title is the authorized Designated Official, the Parties must amend this section by mutual written agreement identifying by title the new Designated Official and signed by the authorized representatives of each Party.

### **2.4 Obligations of Municipality.**

Upon submission of the Written Acknowledgement of the PAL to the DOT, the Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Rights of Way Project. By submitting the Written Acknowledgement of the PAL, the Municipality acknowledges that it understands the obligations to which it is committing itself with respect to the Rights of Way Project. Further, if the Municipality is to Administer the Project, the Municipality shall proceed with diligence to Perform its obligations to accomplish the Rights of Way Project and shall use the Funding to complete the same.

### **2.5 Revisions to the PAL.**

Any modification to the scope, the allowed Funding amount, or cost breakdown

## Master Municipal Agreement for Rights of Way Projects

related to the Rights of Way Project must be approved by the DOT, at its sole discretion, and set forth in a subsequent PAL newly-issued by the Authorized DOT Representative, hereinafter referred to as the "Revised PAL." The Revised PAL shall be acknowledged by the Municipality in accordance with the procedure set forth in section 2.2, and the Revised PAL will supersede the previously issued PAL for the Rights of Way Project and will control over any previously issued PAL.

### 2.6 PAL as a Limitation on Cost of Reimbursement.

The amount of reimbursement for the Rights of Way Project Performed by either Party shall be based upon the cost estimate specified in the PAL, and shall not exceed the amount specified except as set forth in a Revised Rights of Way Project cost estimate in a Revised PAL.

**Article 3. Municipality-Administered Rights of Way Projects.** When the Municipality is responsible for the Rights of Way Project;

3.1 **Content of the PAL.** The PAL issued by the DOT to the Municipality shall set forth, at a minimum:

- (a) a statement that the Municipality is responsible for the Rights of Way Project;
- (b) the scope of the Rights of Way Project;
- (c) the respective obligations of the Parties with respect to the Rights of Way Project;
- (d) a statement incorporating this Agreement into the PAL;
- (e) a statement that any property acquired or incorporated into the Rights of Way Project by the Municipality shall be used for transportation purposes only and that such provision shall survive the PAL, this Agreement, the completion of the Rights of Ways Project and the completion of any related construction project;
- (f) the Funding source(s), the related government Funding authorization or program information, and the associated Funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Rights of Way Project;
- (g) the maximum reimbursement to the Municipality under the PAL;
- (h) an estimated cost break-down for all work under the Rights of Way Project;  
and
- (i) the Project Amount.

## **Master Municipal Agreement for Rights of Way Projects**

### **3.2 Authorization to Proceed Notice.**

The Municipality shall not commence the Rights of Way Project until it has received from the DOT an Authorization to Proceed Notice. The DOT has no responsibility and incurs no liability for payments to the Municipality for Administration of the Rights of Way Project or for any work Performed by the Municipality's staff on the Rights of Way Project prior to the DOT's issuance of the Authorization to Proceed Notice.

### **3.3 Municipality to Perform and Complete the Rights of Way Project.**

(a) The Municipality shall designate an individual to act as a liaison with the DOT to provide for the proper interchange of information concerning the Rights of Way Project. The Designated Official of this Master Agreement or his / her successor thereto will be considered the liaison unless the Municipality designates a liaison in accordance with this provision. The liaison will be responsible for coordination with Municipality Parties.

(b) Upon issuance of a PAL by the DOT, submission of the Written Acknowledgment of the PAL by the Municipality, and receipt of an Authorization to Proceed Notice, as applicable, from the DOT, the Municipality shall Administer the Rights of Way Project in accordance with the PAL and this Master Agreement.

(c) With respect to any Rights of Way Project that receives federal participation in Funding, any costs that the Municipality incurs prior to the receipt of federal authorization for the Rights of Way Project are entirely ineligible for reimbursement with federal funds.

(d) The Municipality shall use the Funding for reimbursement of the Municipality's approved expenses incurred in the fulfillment of the Rights of Way Project as specified in the PAL and this Master Agreement and for no other purpose.

(e) The Municipality shall conduct a public involvement program in compliance with the requirements contained in the Connecticut Department of Transportation's "Public Involvement Guidance Manual", as revised, which is made a part of this Master Agreement by reference.

(f) The Municipality shall permit the DOT and Federal Highway Administration (when there is federal participation in Funding for the Rights of Way Project) to review, at any time, all work Performed under the terms of this Master Agreement.

(g) The Municipality shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act"), as amended, the regulations promulgated in association

## Master Municipal Agreement for Rights of Way Projects

therewith at 49 CFR Part 24, and the regulations addressing highway-related issues not covered by the Uniform Act, including 23 CFR Part 710 (collectively, the "Regulations"), as may be revised.

(h) The Municipality shall comply with the DOT's policies and procedures with respect to Rights of Way Activities summarized in the "Information Guide for Rights of Way Acquisition Activities," Connecticut Department of Transportation (2013), as may be revised ("Information Guide"), and submit to the DOT an acquisition plan ("Plan") in accordance with the then-current Information Guide. The Information Guide is incorporated into this Master Agreement by reference.

(i) Upon receipt of written approval of the Plan by the DOT and federal authorization for the acquisition, which is required where federal funding is involved in the acquisition, the DOT shall issue a PAL to the Municipality indicating the scope of the Rights of Way Project, the respective obligations of the Parties with respect thereto, and the proportional sharing of costs between the federal government, the State, and/or the Municipality. Upon receipt of Authorization to Proceed Notice from the DOT, the Municipality shall commence the Rights of Way Project.

(j) Pursuant to §7-148 of the Connecticut General Statutes, the Municipality shall acquire all rights, permanent or temporary, that are required for the Rights of Way Project, including, but not limited to, rights of access by the DOT, the Municipality, and/or contractors or consultants for driveways, grading, and sidewalks located within the construction project limits.

(k) The Municipality shall certify to the State, in writing, in accordance with the then-current Information Guide, that it has complied with the Uniform Act, as amended, and forward to the State a summary of the acquisition procedure followed.

(l) Upon completion of its Rights of Way Project, the Municipality shall provide to the DOT all documentation required by the then-current Information Guide.

(m) In the event property already owned by the Municipality, but not previously designated for transportation purposes, is required in conjunction with the Rights of Way Project, the Municipality responsible for the acquisition as part of the Rights of Way Project shall prepare the appraisal of the Municipally-owned property. Thereafter, the DOT shall provide the Municipality with a credit for the federal and DOT share of the DOT approved value of Municipally-owned property to be utilized in the Rights of Way Project.

(n) Any property acquired or incorporated into the Rights of Way Project, including any property identified in subsection (m) above, shall be used for

## **Master Municipal Agreement for Rights of Way Projects**

transportation purposes only. This provision shall survive this Agreement, the PAL the completion of the Rights of Way Project and the completion of any related construction project.

### **3.4 DOT-provided Services.**

If the Rights of Way Project requires DOT-provided Services, they will be set forth in the PAL and funded in accordance with the proportionate cost sharing for work on the Rights of Way Project as set forth in the PAL. DOT-provided Services may include, but not be limited to, technical assistance in engineering reviews, property map reviews, title search, cost estimate reviews, environmental reviews, public hearing assistance, recording and transcription, contract development, fee review and negotiations, and liaison with other governmental agencies that may be necessary for proper development of the Rights of Way Project, while ensuring satisfactory adherence to DOT and federal requirements. The DOT reserves the right at all times to inspect all aspects of the work related to the Rights of Way Project, and such inspections shall be deemed DOT-provided Services.

### **3.5 Costs and Reimbursement.**

- (a) The Municipality shall expend its own funds to pay for costs related to Administering the Rights of Way Project and then shall seek reimbursement for approved costs from the DOT.
- (b) The Municipality shall seek from the DOT reimbursement for the Municipality's expenditures, which have been approved by the DOT for eligible Rights of Way Project costs. Reimbursement of DOT approved expenditures will be made in the following manner:
  - (1) The Municipality shall submit its request for reimbursement to the DOT using the DOT-required voucher form entitled "Invoice Summary and Processing (ISP) Form" ("Voucher"), as may be revised, with supporting data, the cost of services rendered and expenses incurred. With respect to any work that is Performed in-house by the Municipality's staff, the Municipality's reimbursable costs shall be limited to the actual payroll, and approved direct cost charges for the staff's Performance of the Rights of Way Project.
  - (2) Upon review and approval of the Voucher by the DOT, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality, in accordance with the proportional cost sharing established by the PAL.
  - (3) Cost of Condemnation.

In the event that the Municipality must acquire the property necessary for the completion of the Rights of Way Project by way of eminent domain, and the condemnation results in a claim and payment of a settlement or court judgment, this payment or judgment will be considered an additional cost of the Rights of Way

## Master Municipal Agreement for Rights of Way Projects

Project to be shared by the State and the Municipality in the same proportion as set forth in the PAL.

- (4) All requests for reimbursement shall be made by the date the selected contractor is authorized to proceed with the construction activities ("Notice to Proceed"). The Municipality may submit any requests for reimbursements due to court awards subsequent to the Notice to Proceed date.
- (c) The Municipality shall document all expenses it incurs and maintain all records related to the Rights of Way Project costs. Reimbursable municipal costs are limited to reasonable industry costs for necessary activities required for the Right of Way Project as determined by the DOT.
- (d) If the Municipality fails to adequately record expenses and maintain all related records for any Rights of Way Project or fails to submit any records to the DOT promptly after being requested to do so, such failure to do so may be deemed a breach by the Municipality, at the DOT's sole discretion, and the DOT may deem certain expenses to be non-eligible costs of the respective Rights of Way Project for which the Municipality will not be eligible for reimbursement pursuant to the proportional cost sharing established by the PAL. Furthermore, the DOT's determination of certain costs to be non-eligible costs of the Rights of Way Project does not waive any of the DOT's remedies for the breach by the Municipality of its obligations under this Master Agreement with respect to the respective Rights of Way Project, nor relieve the Municipality from any liability related to its breach.
- (e) The Municipality shall reimburse the DOT for all expenditures incurred by the DOT on the Rights of Way Project in the event the Rights of Way Project is canceled by the Municipality without "good cause." However, the Municipality may request cancellation of the Rights of Way Project, and if determined by the State and the Federal Highway Administration to be justifiable and with "good cause," federal participation in expenditures will be approved up to the percentage of acceptable work completed to the approved date of cancellation. A shift in municipal priorities or lack of municipal funding is considered to be within the control of the Municipality and will not be considered as "good cause."

### **3.6 Suspension, Postponement, or Termination of a Municipality-Administered Rights of Way Project.**

- (a) Suspension, Postponement, or Termination by the DOT.
  - (1) For Convenience. The DOT, at its sole discretion, may suspend, postpone, or terminate a particular Rights of Way Project and its respective PAL for convenience by giving the Municipality thirty (30) days Official Notice, and such action shall in no event be deemed a breach of the Master Agreement by the DOT.
  - (2) For Cause. As a result of the Municipality's failure to Perform the work required

## Master Municipal Agreement for Rights of Way Projects

on any particular Rights of Way Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may suspend, postpone or terminate the particular Rights of Way Project and its respective PAL for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failure, to the satisfaction of the DOT, in its sole discretion, within the cure period that the DOT may, in its sole discretion, set forth in such Official Notice. Such Official Notice shall specify the extent to which Performance of work under the PAL is being suspended, postponed or terminated and the date upon which such action shall be effective.

(b) Termination by the Municipality, with prior DOT approval.

(1) The Municipality may request termination of the Rights of Way Project, and if determined by the DOT, in its sole discretion, to be in the best interests of the Parties, the DOT may agree to the request. Additionally, with respect to Rights of Way Projects receiving federal participation in Funding, receipt of written concurrence from the FHWA (or other applicable federal authority) may be required prior to the DOT's approval of the request.

Once any required federal concurrence is received, the DOT will send approval of termination by giving Official Notice to the Municipality specifying the extent to which Performance of work under the PAL is terminated and the date upon which termination is effective.

(c) Funding of Acceptable Work. The DOT, shall reimburse the Municipality upon suspension, postponement, or termination in accordance with subsection (a)(1) or termination in accordance with subsection (b)(1) and may at its sole discretion, reimburse the Municipality upon suspension, postponement, or termination in accordance with subsection (a)(2). In either case, the DOT may provide the Municipality with Funding in part for its expenditures, if any, up to the percentage of acceptable work completed as of the approved date of termination, in accordance with the following:

If in its sole discretion, the DOT or FHWA (or other applicable federal authority), deems any of the work that the Municipality Performed to be unacceptable, then upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return, in whole or in part, to the DOT or FHWA (or other applicable federal authority), the DOT or federal Funding that prior to the effective date of termination was disbursed to the Municipality to fund that unacceptable work.

(d) If the Municipality terminates the Rights of Way Project without the DOT's prior approval, the Municipality shall incur all costs related to the Rights of Way Project without reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services Performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

## Master Municipal Agreement for Rights of Way Projects

(e) Termination of a specific Rights of Way Project shall not relieve the Municipality of its responsibilities for the work completed as of the termination date, nor shall it relieve the Municipality or its surety of its obligations concerning any claims arising out of the work Performed on the Rights of Way Project prior to the termination date or any obligations existing under insurance required by the Connecticut General Statutes or by this or any other agreement with the DOT or the Municipality.

**Article 4. DOT-Administered Rights of Way Projects.** When the DOT is responsible for the Rights of Way Project, the following sections of this Article apply;

4.1 **Content of the PAL.** The DOT shall issue a PAL to the Municipality which will set forth, at least:

- (a) a statement that the DOT is responsible for the Rights of Way Project;
- (b) the scope of the Rights of Way Project;
- (c) the respective obligations of the Parties with respect to the Rights of Way Project;
- (d) the Funding source(s), the related federal and DOT program information, and the associated funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Rights of Way Project;
- (e) the estimated cost for all work under the Rights of Way Project;
- (f) the amount of the Demand Deposit(s) due to the DOT from the Municipality for the Municipality's proportionate share of applicable costs for work under the Rights of Way Project; and
- (g) the Project Amount.

4.2 **DOT to Perform and Complete the Rights of Way Project.**

- (a) The DOT shall use the applicable Funding apportionments to complete the Rights of Way Project and all related activities that the DOT shall Perform under the PAL and pursuant to this Master Agreement.
- (b) The DOT shall acquire all permanent rights that are required for the Rights of Way Project, including, but not limited to, rights of access.
- (c) The Municipality shall acquire all temporary rights, that are required for the Rights of Way Project, including, but not limited to, driveways, grading, and sidewalks located within the construction project limits.

## **Master Municipal Agreement for Rights of Way Projects**

### **4.3 Demand Deposit Requirement.**

- (a) The DOT shall prepare a cost estimate for the Rights of Way Project and determine the amount of the Demand Deposit due to the State for the Municipality's proportionate share of such costs.
- (b) The Municipality shall provide the Demand Deposit to the DOT prior to the DOT's commencement of the Rights of Way Project. The Parties agree that the PAL is not effective until the Demand Deposit is received by the DOT.
- (c) After receipt of the Demand Deposit, the DOT shall begin to Perform its Rights of Way Project.

### **4.4 Actual Costs Exceed Estimate.**

Upon notification from the DOT that the actual costs of the Rights of Way Project exceed the original cost estimate set forth in the PAL, the DOT shall issue a Revised PAL and the Municipality shall further deposit with the DOT its proportionate share of any such increases in costs within thirty (30) business days from the Municipality's receipt of such notification.

### **4.5 Cost of Condemnation.**

In the event that the DOT must acquire the property necessary for the completion of the Rights of Way Project by way of eminent domain, and the condemnation results in a claim and payment of a settlement or court judgment, this payment or judgment will be considered an additional cost of the Rights of Way Project to be shared by the State and the Municipality in the same proportion as set forth in the Revised PAL.

### **4.6 Release of Property.**

Upon completion of the construction project, as determined by the DOT, all property and property rights acquired by the DOT for the Project shall be released in a quitclaim deed with the designation "for transportation purposes only" to the Municipality in which the property is located.

### **4.7 Suspension, Postponement, or Termination of a DOT-Administered Rights of Way Project.**

- (a) The DOT, upon providing Official Notice, may, in its sole discretion, suspend, postpone, or terminate a specific Rights of Way Project, and such action shall in no event be deemed a breach by the DOT.
- (b) If the DOT terminates a specific Rights of Way Project, the DOT, may, at its sole discretion, reimburse the Municipality, in whole or in part, for the Demand Deposit paid to

## **Master Municipal Agreement for Rights of Way Projects**

the DOT for the Municipality's proportionate share of costs on the Rights of Way Project.

(c) In the case of a Rights of Way Project which received no federal or state government Funding during its design phase, the Municipality shall pay for the costs of any DOT-provided Services Performed prior to termination of the Rights of Way Project, including but not limited to, DOT oversight services for the Rights of Way Project.

(d) If the Municipality terminates the Rights of Way Project without the DOT's prior approval, the Municipality shall incur all costs related to the Rights of Way Project without reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services Performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

### **Article 5. Disbursement of Grant Funds; Conditions of Payment.**

#### **5.1 Method of Disbursement.**

With respect to each Rights of Way Project undertaken pursuant to this Master Agreement, the DOT shall disburse the Funding to the Municipality according to a method determined at the DOT's sole discretion, and in accordance with any applicable state or federal laws, regulations, and requirements.

#### **5.2 Final Payment.**

Final payment will be based on an audit performed by the State using the percentages set forth in the respective PAL of this Master Agreement. The Municipality is also required to Perform an audit in accordance with Article 8 of Schedule B of this Master Agreement.

#### **5.3 Federal Approvals Required.**

With respect to PALs that include federal participation in Funding, no PAL issued by the DOT shall be effective until all required federal approvals are received by the DOT for the Rights of Way Project.

#### **5.4 Lack of Timeliness in Municipality Performance.**

If the Municipality fails to timely commence and complete the Rights of Way Project as set forth in the respective PAL to the satisfaction of the DOT and in accordance with all applicable federal, state, and local laws, regulations, ordinances, or requirements, then:

(a) the DOT has no obligation to reimburse the Municipality for its expenses incurred;

## **Master Municipal Agreement for Rights of Way Projects**

(b) to the extent any Funding already has been disbursed to the Municipality, the Municipality shall return any disbursed funds and any interest earned to-date to the DOT within ten (10) business days of receipt of a request from the DOT; and

(c) the DOT may recover from the Municipality the DOT's costs for the DOT-provided Services Performed on the Rights of Way Project. Upon receipt of written demand from the DOT, the Municipality shall provide payment for the DOT-provided Services within thirty (30) business days.

### **Article 6. Records and Audit.**

#### **6.1 Audit and Inspection of Plants, Places of Business and Records.**

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Municipality's and Municipality Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.

(b) The Municipality shall maintain, and shall require each of the Municipality Parties to maintain, accurate and complete Records. The Municipality shall make all of its and the Municipality Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Municipality with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) All audits and inspections shall be at the State's expense.

(e) The Municipality shall keep and preserve or cause to be kept and preserved all of its and Municipality Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Municipality shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Municipality shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Municipality shall cooperate with an exit conference.

## **Master Municipal Agreement for Rights of Way Projects**

(g) The Municipality shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Municipality Party.

### **6.2 Retention.**

With respect to each Rights of Way Project undertaken under this Master Agreement, the Municipality shall maintain and secure all records for a period of three (3) years after issuance of the final audit or the termination of any litigation related to the Rights of Way Project, whichever is later or for such longer time as instructed by the DOT, the State of Connecticut and its agents, or the federal government.

## **Article 7. Additional Mandatory Requirements.**

### **7.1 Mandatory State and Federal Requirements.**

With respect to each PAL issued and acknowledged under this Master Agreement, the Municipality shall comply with the "Mandatory State and Federal Requirements," attached at Schedule B, as may be revised from time to time to reflect changes in law. With respect to any agreements that the Municipality enters into in order to fulfill its obligations for a particular Rights of Way Project, the Municipality shall pass down to Municipality Parties the applicable requirements set forth in the "Mandatory State and Federal Requirements".

### **7.2 Additional Federal Requirements.**

With respect to each PAL issued and acknowledged under this Master Agreement that involves the passing of Funds from any agency or office of the federal government, including, but not limited FHWA, the Municipality shall comply with that agency's contracting requirements, directives, and policies that are in place at the time the respective PAL is in effect, except to the extent that the DOT and the respective federal agency may permit otherwise in writing.

### **7.3 Revisions.**

While this Master Agreement and the attached Schedules include applicable State of Connecticut and FHWA requirements that the Municipality must comply with, the Municipality hereby acknowledges that such requirements are subject to revision by the DOT, FHWA, or other authorized federal agency, from time to time during the Term and that by accepting federal or state government Funding under this Master Agreement, the Municipality shall be subject to such revised requirements and changes of law as in effect at any given time and, as a result thereof, shall Perform any additional obligations with respect to the particular Rights of Way Project, throughout the Term of this Master Agreement.

## **Article 8. Conflict.**

## **Master Municipal Agreement for Rights of Way Projects**

### **8.1 Conflict.**

In case of a conflict between the provisions of any particular PAL, the Master Agreement, the Mandatory State and Federal Requirements, or any specification, guide, manual, policy, document, or other publication referenced in the Master Agreement, the provision containing additional details or more stringent requirements will control. In case of the Municipality's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the DOT shall have the right to determine, in its sole discretion, which provision applies. The Municipality shall promptly request, in writing, the DOT's determination upon the Municipality's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of this Master Agreement.

### **8.2 Revisions to Manuals.**

With respect to any guide, manual, policy, document, or other publication referenced throughout the Master Agreement and noted to be subject to revision throughout the Term of this Master Agreement by way of the phrase "as may be revised," for the particular Rights of Way Project the Municipality shall comply with the version of the document or publication that is in effect on the date of the Written Acknowledgement of the PAL for the Rights of Way Project.

## **Article 9. Review of Municipality's Activities.**

The Municipality shall cooperate fully with the DOT and permit the DOT, FHWA, or other federal authority, as applicable, to review, at any time during the Rights of Way Project, all activities Performed by the Municipality with respect to any PAL issued under this Master Agreement. Upon request of the DOT, the Municipality shall timely furnish all documents related to the Rights of Way Project so that the DOT may evaluate the Municipality's activities with respect to the Rights of Way Project, including, but not limited to, its use of the Funding as required by the PAL, this Master Agreement, and applicable law.

## **Article 10. Term and Termination of the Master Agreement.**

10.1 **Term.** The Term commences on the Effective Date and continues for ten (10) years, unless terminated earlier in accordance with this Article.

10.2 **Termination for Convenience.** The DOT may terminate this Master Agreement for convenience, at its sole discretion, upon providing thirty (30) days Official Notice to the Municipality.

### **10.3 Termination for Cause.**

As a result of the Municipality's breach of the Master Agreement or a particular PAL or the failure of the Municipality to Perform the work required on any particular Rights of Way Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may terminate this Master

## **Master Municipal Agreement for Rights of Way Projects**

Agreement for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failed Performance, to the satisfaction of the DOT in its sole discretion, within the notice period that the DOT may, in its sole discretion, set forth in such Official Notice. Termination for cause by the DOT will not prejudice the right of the DOT to pursue any of its remedies for breach, including recovery of any Funding paid to the Municipality prior to termination for cause.

### **10.4 Effect on In-progress PALs.**

(a) Upon expiration of the Term or the DOT's earlier termination for convenience of the Master Agreement, any issued PAL for a Rights of Way Project that is still in-progress will remain in full force and effect and will continue through completion and final acceptance by the DOT of the respective Rights of Way Project, and the Municipality shall be subject to all applicable terms and conditions of the PAL and this Master Agreement, unless the respective PAL is itself terminated in accordance with section 3.6.

(b) Upon the DOT's termination of this Master Agreement for cause, any PALs in-progress at the time will automatically terminate, unless the DOT provides Official Notice stating otherwise. The DOT, at its sole discretion, will determine and state in such Official Notice to the Municipality, if any in-progress PALs will remain in effect, and in such case, the Municipality shall complete Performance of such in-progress PAL(s) through completion and final acceptance by the DOT of the respective Rights of Way Project in compliance with all applicable terms and conditions of the PAL and this Master Agreement.

### **Article 11. Official Notice.**

Any Official Notice from one Party to the other Party, in order for such notice to be binding thereon, shall:

11.1 Be in writing (as a printed hard copy or electronic or facsimile copy) addressed to:

(a) When the DOT is to receive Official Notice:

Commissioner of Transportation  
Connecticut Department of Transportation  
2800 Berlin Turnpike  
P.O. Box 317546  
Newington, Connecticut 06131-7546;

(b) When the Municipality is to receive Official Notice:

First Selectman  
Town of Trumbull  
5866 Main Street  
Trumbull, Connecticut 06611;

## Master Municipal Agreement for Rights of Way Projects

11.2 Be delivered to the address recited herein in person, by facsimile or by electronic transmission, with acknowledgement of receipt, or be mailed by United States Postal Service with return receipt requested by mail, electronic means, or any other methods of receiving the return receipt as identified by the Mailing Standards of the U.S. Postal Service, as may be revised; and

11.3 Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

### Article 12. Indemnification.

The Municipality shall:

(a) Indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Master Agreement, including the acts of commission or omission (collectively, the "Acts") of the Municipality or Municipality Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Master Agreement. The Municipality shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Municipality shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Municipality or any Municipality Parties. The State shall give the Municipality reasonable notice of any such Claims.

(d) The Municipality's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Municipality is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Municipality shall carry and maintain at all times during the term of the Master Agreement, and during the time that any provisions survive the term of the Master Agreement, sufficient general liability insurance (or self-insurance) to satisfy its obligations under this Master Agreement. The Municipality shall name the State as an additional insured on the

## **Master Municipal Agreement for Rights of Way Projects**

policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the DOT or the State is contributorily negligent.

(f) This section shall survive the termination of the Master Agreement and shall not be limited by reason of any insurance coverage.

### **Article 13 Sovereign Immunity.**

#### **13.1 No Waiver of the State's Immunities.**

Nothing in this Master Agreement or any PAL issued hereunder shall be construed as a modification, compromise or waiver by the DOT of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the DOT or any of its officers and employees, which they may have had, now have or will have with respect to matters arising out of this Master Agreement. To the extent that this section conflicts with any other section, this section shall govern.

#### **13.2 Defense of Suits by the Municipality.**

Nothing in this Master Agreement shall preclude the Municipality from asserting its Governmental Immunity rights in the defense of third party claims. The Municipality's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the DOT, at law or in equity, under this Master Agreement, including, but not limited to, those relating to damages.

### **Article 14 Governing Law.**

The Parties deem the Master Agreement 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 Master Agreement 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 DOT, 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 Municipality 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. Nothing contained in the terms or provisions of this Master Agreement shall be construed as waiving any of the rights of the DOT under the laws of the State of Connecticut. Nothing contained in this Master Agreement shall be construed as an agreement by the DOT to directly or indirectly obligate the DOT to creditors or employees of the Municipality or to the Municipality's Parties.

### **Article 15 Amendment.**

## **Master Municipal Agreement for Rights of Way Projects**

This Master Agreement may be amended by mutual written agreement signed by the authorized representative of each Party and approved by the Attorney General of the State of Connecticut, and upon receipt of any additional approvals required by law.

### **Article 16 Severability.**

If any provision of this Master Agreement or application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Master Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Master Agreement are severable.

### **Article 17 Waiver.**

The failure on the part of the DOT to enforce any covenant or provision herein contained does not waive the DOT's right to enforce such covenant or provision, unless set forth in writing. The waiver by the DOT of any right under this Master Agreement or any PAL, unless in writing, shall not discharge or invalidate such covenant or provision or affect the right of the DOT to enforce the same.

### **Article 18 Remedies are nonexclusive.**

No right, power, remedy or privilege of the DOT shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional and not in lieu or exclusive of any other right, power, remedy or privilege available to the DOT at law or in equity.

### **Article 19. Municipally-owned Property.**

In the event property already owned by the Municipality, but not previously designated for transportation purposes, is required in conjunction with the Rights of Way Project, the Party responsible for the acquisition as part of the Rights of Way Project shall prepare the appraisal of the Municipally-owned property. Thereafter, the DOT shall provide the Municipality with a credit for the federal and DOT share of the DOT approved value of Municipally-owned property to be utilized in the Rights of Way Project. Said properties shall be used for transportation purposes only. This provision will survive the Agreement, the PAL the completion of the Rights of Way Project and the completion of any related construction project.

### **Article 20 Entire Agreement.**

This Master Agreement, when fully executed and approved as indicated, constitutes the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either Party hereto unless in writing signed by both Parties hereto.

**Master Municipal Agreement for Rights of Way Projects**

The Parties have executed this Master Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

**STATE OF CONNECTICUT**  
**Department of Transportation**  
**James Redeker, Commissioner**

By \_\_\_\_\_  
Thomas A. Harley P.E.  
Bureau Chief  
Bureau of Engineering and Construction

Date: \_\_\_\_\_

**TOWN OF TRUMBULL**

By \_\_\_\_\_  
Timothy M. Herbst  
First Selectman

Date: \_\_\_\_\_

Schedule A  
PAL Template

Dear [Addressee – Designated Municipal Official]:

Subject: Project Authorization Letter  
For the [Project Description] (Rights of Way Project)

State Project No.  
Federal Project No.  
Master Agreement No.

On [date] the State of Connecticut, Department of Transportation (DOT) and the [City/Town] of [NAME OF CITY/TOWN] (Municipality) entered into the Master Municipal Agreement for Rights of Way Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The [DOT/Municipality] is responsible for the Administration of the Rights of Way Project.

The Rights of Way Project is to provide [ENTER DESCRIPTION].

The Rights of Way Project is expected to commence on or after \_\_\_\_\_ and be completed by \_\_\_\_\_, subject to delays which may be caused by circumstances beyond the control of the DOT or the City/Town.

Funding for the Rights of Way Project is provided under [identify the Federal and or State program and associated funding ratio between F/S/T] and payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is \$[ENTER AMOUNT] dollars. In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT.

The Municipality shall provide a statement that any property acquired or incorporated into the Rights of Way Project shall be used for transportation purposes only and that such provision shall survive the PAL, this Agreement, the completion of the Rights of Way Project and the completion of any related construction project.

The issuance of the PAL itself is not an authorization for the Municipality to begin performing work with respect to the Rights of Way Project. The Municipality may advance or begin work on the Rights of Way Project only after it has received from the DOT an Authorization to Award Notice.

## Master Municipal Agreement for Rights of Way Projects

Please indicate your concurrence with the PAL by signing below on or before [date] and returning a copy to the DOT's Authorized Representative. The signature of the Designated Municipal Official evidences the Municipality's concurrence with the PAL and constitutes the Written Acknowledgement of the PAL. You may submit the Written Acknowledgement of the PAL to the DOT's Authorized Representative in hard copy or by facsimile or electronic transmission. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Rights of Way Project.

If you have any questions please contact [Mr./Ms. \_\_\_\_\_], the Project Manager at (860) 594-[xxxx].

Very truly yours,

Authorized DOT Representative

### MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL

Concurred By \_\_\_\_\_ Date \_\_\_\_\_

Print Name:  
Designated Municipal Official

# Master Municipal Agreement for Rights of Way Projects

PAL ATTACHMENT  
STATE PROJECT NO. XXX  
FEDERAL PROJECT NO. XXXX  
ESTIMATED RIGHTS OF WAY COSTS

(NOTE: Depending on the federal program the cost sharing between the parties will vary and this attachment will be adjusted accordingly by the initiating unit.)

## Mandatory State and Federal Requirements

1. **Executive Orders.** This Master Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. The Master Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. At the Municipality's request, the State shall provide a copy of these orders to the Municipality.
2. **Code of Ethics.** The Municipality shall comply with the policies set forth in Policy Statement Policy No. F&A-10 ("Code of Ethics Policy"), Connecticut Department of Transportation, June 1, 2007, attached hereto as Schedule C.
3. **Suspension or Debarment.** The Municipality shall not allow suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors to submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.
4. **Certification .**
  - A. The signature on the Master Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:
    - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - (ii) Has not, within the prescribed statutory time period preceding this Master Agreement, been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - (iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(ii) of this certification; and

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(iv) Has not, within a five-year period preceding this Master Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Master Agreement.

C. The Municipality shall insure that the following certification be included in each subcontract agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

5. **Title VI Contractor Assurances.** As a condition to receiving federal financial assistance, if any, under the Master Agreement, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§2000d -2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Contractor Assurances", attached hereto at Schedule D, all of which are hereby made a part of this Master Agreement.

6. **Certification for Federal-Aid Contracts** (Applicable to contracts exceeding \$100,000):

A. The Municipality certifies, by signing and submitting this Master Agreement, to the best of his/her/its knowledge and belief, that:

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

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit a Disclosure of Lobbying Activities form (Form SF-

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LLL) available at the Office of Budget and Management's website at <http://www.whitehouse.gov/omb/grants/forms/>, in accordance with its instructions. If applicable, Form SF-LLL shall be completed and submitted with the Master Agreement.

B. This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. The Municipality shall require that the language of this Certification be included in all subcontracts, sub-subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly. These completed Disclosure Forms-LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546, to the attention of the project manager.

7. **Americans with Disabilities Act of 1990.** This clause applies to municipalities who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("ADA"), Public Law 101-336, during the term of the master Agreement. The Municipality represents that it is familiar with the terms of this ADA and that it is in compliance with the ADA. Failure of the Municipality to satisfy this standard as the same applies to performance under this Master Agreement, either now or during the term of the Master Agreement as it may be amended, will render the Master Agreement voidable at the option of the State upon notice to the Municipality. The Municipality warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Municipality to be in compliance with this ADA, as the same applies to performance under this Master Agreement.

8. The Municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Municipality receiving state funds must comply with the Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

**FEDERAL SINGLE AUDIT:** Each Municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

**STATE SINGLE AUDIT:** Each Municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit

## **Master Municipal Agreement for Rights of Way Projects**

Reports”) must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable.

The Municipality shall require that the workpapers and reports of an independent Certified Public Accountant (“CPA”) be maintained for a minimum of five (5) years from the date of the Audit Reports.

The State reserves the right to audit or review any records/workpapers of the CPA pertaining to the Master Agreement.

9. When the Municipality receives State or Federal funds it shall incorporate the “Connecticut Required Specific Equal Employment Opportunity Responsibilities” (“SEEOR”), dated 2010, attached at Schedule E, as may be revised, as a material term of any contracts/agreements it enters into with Municipality Parties and shall require the Municipality Parties to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/agreements with Municipality Parties and require that the Municipality Parties attach the SEEOR to its subcontracts.



CONNECTICUT DEPARTMENT OF TRANSPORTATION  
**POLICY STATEMENT**

**POLICY NO. F&A-10**

**June 1, 2007**

**SUBJECT: Code of Ethics Policy**

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

**The DOT Ethics Compliance Officer is:**

Denise Rodosevich, Managing Attorney  
Office of Legal Services

**For questions, contact the Ethics  
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney  
Office of Legal Services  
2800 Berlin Turnpike  
Newington, CT 06131-7546  
Tel. (860) 594-3045

**To contact the Office of State Ethics:**

Office of State Ethics  
20 Trinity Street, Suite 205  
Hartford, CT 06106  
Tel. (860) 566-4472  
Facs. (860) 566-3806  
Web: [www.ethics.state.ct.us](http://www.ethics.state.ct.us)

## Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

## Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics ([www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall not constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of

the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. ***Outside Business Interests:*** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. ***Contracts With the State:*** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. ***Sanctioning Another Person's Ethics Violation:*** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. ***Certain Persons Have an Obligation to Report Ethics Violations:*** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. ***Post-State Employment Restrictions:*** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
  - ***Confidential Information:*** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
  - ***Prohibited Representation:*** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any

bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. **Ethical Considerations Concerning Bidding and State Contracts:** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

### **Training for DOT Employees**

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

### **Important Ethics Reference Materials**

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)

  
\_\_\_\_\_  
Ralph J. Carpenter  
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

## Schedule D

### TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## Schedule E

### CONNECTICUT REQUIRED SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (2010)

#### 1. General:

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

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

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

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

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

#### 2. Equal Employment Opportunity Policy:

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

#### 3. Subcontracting:

a) The Company will use his/her best efforts to solicit bids from and to utilize minority

## Schedule E

group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract Compliance.

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

### **4. Records and Reports:**

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

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

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

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

**DEPARTMENT OF HUMAN RESOURCES**  
**TOWN OF TRUMBULL**  
**COMPENSATION PLAN**  
**FOR**  
**NON-UNION, APPOINTED AND ELECTED**  
**OFFICIALS**

Adopted: May, xx 2015  
Effective January 1, 2016

I. **Introduction:**

A. **Background:** This Pay Plan covers non-union, appointed and elected officials except as specifically noted.

B. **Pay Plan Objectives:**

1. Internal equity;
2. Competitive with the municipal market;
3. Links pay and performance;
4. Easy to administer;
5. Provides continuity and flexibility.

II. **Administration of the Compensation Plan for Non-Union, Appointed and Elected Officials:**

A. **Appointments:** The minimum rate of pay for a classification shall normally be paid upon new appointment. An appointing authority may recommend a new appointment or reappointment at a rate higher than the minimum rate established for the classification, by written request to the Director of Labor Relations. The Director may approve a starting or reappointment rate beyond the minimum of the salary range but not to exceed the midpoint of the range. Any appointment above the midpoint shall be subject to Town Council approval.

B. **Promotions:** In the event an employee is promoted from one position covered by this salary plan to another position included in a different grade of this salary plan, the salary of the employee shall increase at least 10% but not more than 20%, except in such cases when the increase would place the salary beyond the maximum established for the grade of that position or below the minimum established for that position. In the former case, the maximum rate of pay for that classification will be paid and in the latter case, the minimum rate of pay for that classification will be paid. The determination of the actual percentage increase will be made by the individual's supervisor based on that individual's salary in the range subject to the approval of the Director of Labor Relations.

C. **Within Grade Salary Increase:** All employees covered by this plan (except elected officials) shall receive increases based solely on performance appraisals, on forms approved by Human Resources. For employees with less than three months tenure, no increases shall be given. Performance appraisal forms are appended hereto and made a part hereof. Performance appraisal forms shall be based on job descriptions, tasks and standards developed for each position covered by this plan. Salary increases shall be, at a minimum, the same as provided to the supervisors union (MATHAS). A salary adjustment shall be given if the evaluation indicated the individual "meets expectations". If the employee fails to meet expectations, he or she shall not be eligible for a salary adjustment. Effective July 1<sup>st</sup> each year's salaries shall be adjusted based on the terms and condition outlined herein. As condition precedent, Personnel Appraisal Forms must be completed and submitted to the Human Resources Department by the date established by the Human Resources department for the individual to be eligible for a salary increase.

D. **Pay Rates for New Positions:** In the event a new classification is established, the Personnel Department set the appropriate pay grade.

F. **Reallocation of Positions:** In the event of significant changes in the job content of a particular Ordinance position, the Personnel Director shall recommend to the ~~Personnel Committee~~ Town Council the appropriate pay grade.

Reallocation of a position does not impact the salary of any incumbent unless the incumbent is below the minimum or above the maximum of the new grade. In the event of the former, the incumbent's salary shall be adjusted to the minimum of the grade. In the latter case, the incumbent's salary shall remain fixed until the maximum of the new range reaches the incumbent's salary.

G. **Elected Officials:** The salary for elected officials and certain appointed Officials shall be as outlined in Section K. Changes in the salaries for elected officials shall be effective January 1<sup>st</sup> ~~after of the year~~ they are elected or reelected or as indicated in Section K below.

H. **Position Status:** All salary ranges and recommendations are for full time positions. If positions are filled on less than a full time basis, salaries shall be prorated and adjusted accordingly.

I. **Maintenance of Salary Plan Objectives:** In order to maintain the salary plan objectives, the Personnel department shall periodically conduct a review of the salary ranges.

J. **Adjustment of Ranges:** The ranges shall be adjusted every other year starting January 1, 2018, by the statewide average of public sector union settlements for the prior fiscal year (non-public safety) rounded to the nearest quarter.

K. Effective January 1, 2016 allocation of positions to grade shall be as follows: \*

**Category**

**1. Elected Officials      Effective: January 1, 2016**

Selectman (First Term)	Year 1 80% of the Minimum of Director of Finance Range Year 2 85% of the Minimum of Director of Finance Range
Selectman (Second Term)	Year 1 90% of the Minimum of Director of Finance Range Year 2 95% of the Minimum of Director of Finance Range
Selectman (Third Term)	Year 1 100% of the Minimum of Director of Finance Range Year 2 105% of the Minimum of Director of Finance Range
Selectman (Four Term)	Year 1                      Midpoint of the Director of Finance Range
Treasurer (Part time)	25% of Minimum of Director of Finance Range
Town Clerk	60% of the Minimum of Dir. of Finance Range
<u>Registrar of Voters (Part time)</u>	<u>10% of the Minimum of the Director of Finance Range</u>

	<u>*Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
<b>2. <u>Department Heads</u></b>			
Chief of Staff	\$77,500	\$87,500	\$97,500
Director of Finance	\$115,000	\$125,000	\$135,000
Director of Public Works	\$110,000	\$120,000	\$130,000
Director of Health	\$90,000	\$100,000	\$110,000
Director of Labor Relations	\$110,000	\$120,000	\$130,000
Director of ECD	\$105,000	\$115,000	\$125,000
Director of EMS	\$80,000	\$90,000	\$100,000
Director of Parks and Recreation	\$95,000	\$105,000	\$115,000
Police Chief	\$115,000	\$125,000	\$135,000
Operations Director Golf Course	\$85,000	\$95,000	\$105,000
<b>3. <u>Supervisors/Administrators</u></b>			
Asst. Finance Director	\$85,000	\$95,000	\$105,000
Personnel Manager	\$72,500	\$82,500	\$92,500
Deputy Police Chief	\$100,000	\$110,000	\$120,000
<b>4. <u>Support Staff</u></b>			
Executive Assistant (First Selectman/PD)	\$55,000	\$60,000	\$65,000
Secretary (First Selectman)	\$45,000	\$50,000	\$55,000
Human Resources Assistant	\$45,000	\$50,000	\$ <del>55</del> 5,000

\* Any employee below the minimum shall be moved to the minimum of the range.

L. **Transition:** Those employees with existing employment contracts will be covered by the plan after their current contract expires or if mutually agreed upon may execute amendments to their current contracts where they will be subject to the Plan.

M. **Effective Date of Pay Plan:** January 1<sup>st</sup>, 2016