

88 East Albert Street  
Torrington, CT 06790



(860) 482-4151  
fax: (860) 496-5900

March 29, 2023

Carol Anderson  
Assistant City Clerk  
Re: City Council Agenda

Dear Carol:

The Elderly Nutrition Program and the Sullivan Senior Center have been granted ARPA funds from the State of Connecticut. The funds are as follows and have been approved:

1. *Nutrition Department \$197,121.00*
2. *The Sullivan Senior Center direct allocation \$100,000*
3. *Torrington Senior Center State Allocation for \$91,433.00.*

The State of Connecticut requires the Mayor to sign the beneficiary agreements to receive these funds.

The Nutrition application and approvals are complete and attached. The Sullivan Senior Center direct allocation #2 and State allocation #3 are in process but will also require the Mayor's signature upon State approval.

Nutrition funds will cover shortfalls from grant year 2022/2023 and 2023/2024.

Sullivan Senior Center funds were a direct allocation and plans have been submitted, pending approval.


Torrington Senior Center State allocation is part of a 10 million dollar sum for each city in Connecticut and is derived by formula, application pending.

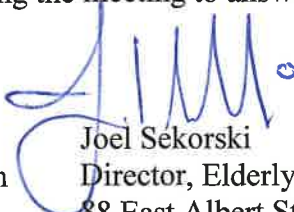
At the March 20, 2023 Services for the Elderly Commission meeting the motion was made and seconded *To recommend that the City Council empower the Mayor to sign the ARPA Beneficiary Agreements for ARPA funding allocated to the Services for the Elderly Department.*

Commission minutes attached.

Joel Sekorski, Director and I plan to be available during the meeting to answer any questions.

With appreciation,

  
Christine Trudeau-Brown  
Supervisor, Litchfield Hills Elderly Nutrition Program  
88 East Albert Street  
Torrington, CT 06790

  
Joel Sekorski  
Director, Elderly Services  
88 East Albert Street  
Torrington, CT 06790

# # 2 Direct Allocation

## ARPA Beneficiaries Information

### Project Budget

Municipality: City of Torrington  
140 Main Street  
Torrington, CT 06790

Location: Sullivan Senior Center  
88 East Albert Street  
Torrington, CT 06790

#### Facility Improvements

Sidewalk, Concrete and Accessibility Project	\$	14,478	
Program Refrigeration Upgrade Quotes		25,000	
<i>Out to Bid February 2024</i>			
Emergency safety door accessibility		11,100	
Chair safety repair materials		798	
Facility Equipment		1,000	
Technology Learning Center Chairs		840	
Other Resources/Fundraising		(3,216)	
<b>Subtotal Facility</b>			<b>\$ 50,000</b>

#### Programming

Senior Programing 3 years	\$	15,000	
Part Time Employees and Instructors 3 Year		12,000	
Technology Upgrades 2 Years		14,000	
Software support for assistive existing grants 2 years 4 months (\$516.61) per year cost shared		4,132	
Bowman Senior Community Gardens		10,000	
Other Resources/Fundraising		(5,132)	
<b>Subtotal Programming</b>			<b>\$ 50,000</b>
<b>Total Request</b>			<b>\$ 100,000</b>

**Project Description: This brief description should detail the project's purpose, the population being served, the desired outcome from the project, and how this outcome is being measured (along with any current data on progress towards the desired outcome).**

The Sullivan Senior Center in Torrington was allocated \$100,000.00. This application will serve as an outline as to how that \$100,000 will be used and how those funds will benefit the goals of our organization. Some work is complete, and some is proposed. Funds will be used for both Facility Improvements and Programing. Quotes have been obtained for a great deal of the application to be completed. This application total exceeds \$100,000.00 because it is unrealistic to have exact figures at this stage. The Sullivan Senior Center can supply receipts for all dollars expended and is prepared to match any funds exceeding the \$100,000.00 allocated by this grant.

Facility upgrades include sidewalk repair, curbing installation, wheelchair accessibility upgrade, threshold improvements, concrete pad with safety bollards, emergency exit doors replacement, upgrade to refrigeration capability, facility chair repair (300), necessary facility equipment to complete planned projects and matching funds for HVAC support and UV lighting upgrades.

**COVID-Relation: How does the project respond to negative public health and economic impact caused by the COVID-19 pandemic?**

These projects address safety, comfort, and accessibility, along with upgrades for necessary expansion of new programing. Senior Centers are struggling to bring members back and create new opportunities for new members. COVID 19 created a gap; with zero new members during the height of the pandemic, combined with normal attrition that usually filled itself and helped sustain membership levels.

Sidewalk repair, curbing installation, wheelchair accessibility upgrade, threshold improvements provide safe accessibility, concrete pad and safety bollards are a base to upgrade to refrigeration capability with an exterior walk-in cooler.

Walk in cooler, will be used to expand food offerings and food related programing, classes and volunteer opportunities that will increase participation.

The facility has three exits that have become problematic for safety and emergency exit concern. With the return of full use of our Center, this has become an accessibility issue.

Repair of the facility's chairs (300); new chairs were needed but after research, replacing the 300 existing chairs would be too costly, (\$75,000). It is necessary to repair all the sanitary washable and stackable existing chairs with new hardware that can be installed by current maintenance staff at a cost of only \$797.98 for materials.

Facility equipment to complete planned projects. During any large project, there is the possibility of other needed contingency.

Matching Funds for HVAC support and UV lighting upgrades. This equipment would be ceiling mounted flush and circulate air while cleansing and sanitizing it increasing fresh air in the senior center. This project would use matching funds if still available after all projects complete and be used for future project next round funding.

**Project Detail: Overview of main activities of the project, the approximate timeline, primary delivery mechanisms and partners, if applicable. Link to website of project if available. Brief description of how a recipient's response is related, and reasonably and proportional to a public health or negative economic impact of COVID-19. Not required for projects that consist solely of capital expenditures.**

Overview Timeline and cost

Sidewalk repair, curbing installation, wheelchair accessibility upgrade, threshold improvements, concrete pad and safety bollards. A base to upgrade to refrigeration capability with an exterior walk-in cooler. These two projects were completed in the fall of 2022 at a cost of \$14,478.24

Walk in cooler, this project will go out to bid February 2023 and has an anticipated cost of \$20,000 cooler and placement, electrical upgrade and installation \$5000.00 and interior racking system and rolling food storage \$2500.00

The facility has three safety and emergency exit concerns. Time table 2023 fall full frame and door plus hardware and re-keyed replace \$3700 X 3 \$11,100.00 Quote

Repair of the facility's chairs (300), new chairs were needed but after research replacing the 300 existing chairs would be too costly, (\$75,000). It is necessary to repair all the sanitary washable and stackable existing chairs with new hardware that can be installed by current maintenance staff at a cost of only \$797.98 for materials.

Facility Equipment to complete planned Projects. During any large project there is the possibility of other needed contingency. Timeline as needed not exceed \$1000.00

Matching funds for HVAC support and UV lighting upgrades. This equipment would be ceiling mounted, flush and circulate air while cleansing it, increasing fresh air in the Senior Center. This project would use matching funds if still available after all projects complete and be used for future project's next round funding. Total project quote 2022 was \$47,820 we would only use available funds if left to match on a different grant as pricing is certainly going to increase from 2022.

**Please provide an outline of anticipated expenditures that will be funded out of ARPA funds for this Senior Center.**

Sidewalk, concrete and accessibility project \$14,478.24

Program Refrigeration Upgrade Quotes \$25,000.00 Out to Bid February 2023

Emergency safety door accessibility \$11,100

Chair safety repair materials \$ 797.98

Facility Equipment \$1000.00

Total \$52,376.22

Matching HVAC Project Quote 2022 \$47,820 % Match \$0.00 unless balance available from successful quotes and under spending.

**Equity Efforts:** Discuss if and how the project is promoting equitable outcomes. See [Federal Compliance and Reporting Guidance v 4.1.](#) (p 36-37) for more detail.

In describing your proposed efforts with equity in mind, recipients may consider the following:

- **a. Goals:** Are there particular historically underserved, marginalized, or adversely affected groups that recipients intend to serve within their jurisdiction?
- **b. Awareness:** How equitable and practical is the ability for residents or businesses to become aware of the services funded by SLFRF (Coronavirus Local Fiscal Recovery Fund) also known as ARPA funds?
- **c. Access and Distribution:** Are there differences in levels of access to benefits and services across groups? Are there administrative requirements that result in disparities in ability to complete applications or meet eligibility criteria?
- **d. Outcomes:** How are intended outcomes focused on closing gaps and/or reaching universal levels of service? How is the considering disaggregating outcomes by race, ethnicity, and other equity dimensions where relevant for the policy objective?

The Goal of these grant expenditures will be to provide new and enhanced experience for our membership and all senior community members most in need, targeting programing and technology that is not accessible to the area population. The Senior Programing encourages partnerships and cost sharing while providing services and volunteer opportunities. All funded programing and equipment will be designed to become self-sufficient and fully funded after a three-year period and will begin immediately upon funding. Opportunities indented will include various levels of physical and mental capabilities and training with paid and volunteer programing and local partnerships. Depending on the scope of the options using this grant there will be a mixture of open and evidence-based outcomes directly connected to the programing selected.

## PROGRAMMING

**Project Description:** This brief description should detail the project's purpose, the population being served, the desired outcome from the project, and how this outcome is being measured (along with any current data on progress towards the desired outcome).

The Sullivan Senior Center in Torrington was allocated \$100,000.00. This application will serve as an outline as to how that \$100,000 will be used and how they will benefit the goals of our organization. Some work is complete, and some is proposed. Funds will be used for Both Facility Improvements and Programing. Quotes have been obtained for a great deal of the application to be completed. This application total exceeds \$100,000.00 because it is unrealistic to have exact figures at this stage. The Sullivan Senior Center can supply receipts for all dollars expended and is prepared to match any funds exceeding the \$100,000.00 allocated by this grant.

There are several proposals within this grant justification. Senior Programing that includes new program options, PT instructors, Community Gardening, Information & Technology (IT), accessing IT hands on and training for the use of IT. Special influence on support for a paperless world that often confuses an aging public. The purchase of equipment and repurposing of space to bring these opportunities to life. Software co-sharing for senior programing that are struggling to upgrade within their budgets.

**COVID-Relation:** How does the project respond to negative public health and economic impact caused by the COVID-19 pandemic?

During the COVID 19 lockdowns and closures, people became isolated and lacked social and physical opportunities. The purpose of this grant is to provide community members with sustainable educational, social and physical choices that improve their daily lives and make a long lasting impact. Senior programing education, instructional and recreational. The equipment to learn hands on and the enhanced space to deliver a worthy product. Our Bowman Community Gardens are provided free of charge to residents over 60 years of age and to remain that way, require fund raising to supply materials and supplies. PT instructors and cost sharing for software, training and recording services are needed to begin these programs. This grant will support those goals.

**Project Detail:** Overview of main activities of the project, the approximate timeline, primary delivery mechanisms and partners, if applicable. Link to website of project if available. Brief description of how a recipient's response is related, and reasonably and proportional to a public health or negative economic impact of COVID-19. Not required for projects that consist solely of capital expenditures.

The Sullivan Senior Center is a regional hub and the largest senior center utilized by several towns in the area. Keeping up with new programing requires training, new IT equipment and access to WiFi. These items are not possible without opportunities like this or partnerships and sponsors. These funds will provide flexibility and the ability to say yes to opportunity when available and provide the backbone for planning to execute programs and materials on the wish list that otherwise would not be possible. These ideas and budget are a conservative best guess at that wish list. The Bowman Community Gardens, managed by the Sullivan Senior Center, provide physical exercise, outdoor activity, socialization and nutrition to over 60 community members directly. The 85 raised garden beds require yearly maintenance including 20 plus yards of topsoil delivered, compost, grounds keeping. Maintenance of a pump station and well. There is also a 20 x 40 pavilion and recreational area that hundreds of seniors use daily from spring to summer. These items and rental toilet facilities are maintained primarily by partnerships and fund raising. We will be using funding from this grant to enhance and bolster the



Senior Gardens. Software support service will be part of this grant helping to streamline our Chore and Assisted Medical Transportation programs and support It equipment from I Pads to monitors to WiFi signal extenders are planned as needed to upgrade our aging infrastructure. All of these items Increase accessibility, inclusion and comfort for our seniors providing opportunities put off and made more difficult during the COVID lockdown and open our doors to new members who haven't yet found their way to our services.

**Please provide an outline of anticipated expenditures that will be funded out of ARPA funds for this Senior Center.**

Senior Programing 3 years \$15,000

PT employees and Instructors 3 Year \$12,000

Technology upgrades 2 Years \$14,000

Software support for assistive existing grants 2 years 4 months (\$516.61) per year cost shared \$4132.08

Bowman Senior Community Gardens \$10,000

Total \$55,132.08

**Equity Efforts:** Discuss if and how the project is promoting equitable outcomes. See [Federal Compliance and Reporting Guidance v 4.1](#). (p 36-37) for more detail.

In describing your proposed efforts with equity in mind, recipients may consider the following:

- a. Goals: Are there particular historically underserved, marginalized, or adversely affected groups that recipients intend to serve within their jurisdiction?
- b. Awareness: How equitable and practical is the ability for residents or businesses to become aware of the services funded by SLFRF (Coronavirus Local Fiscal Recovery Fund) also known as ARPA funds?
- c. Access and Distribution: Are there differences in levels of access to benefits and services across groups? Are there administrative requirements that result in disparities in ability to complete applications or meet eligibility criteria?
- d. Outcomes: How are intended outcomes focused on closing gaps and/or reaching universal levels of service? How is the considering disaggregating outcomes by race, ethnicity, and other equity dimensions where relevant for the policy objective?

The intention of these funded proposals is to provide facility & programs that are accessible, safe and inclusive. These funds, \$100,000.00 are allocated to improve the physical environment and programs so that it will be inviting, safe and comfortable to all members of the community. Proposed programing will be tailored to assist and benefit all members of the community focused on servicing those community members in greatest need and ensuring that all members in this community have access to the services that will improve and enhance their lives. These funds will be the next step in returning our community seniors, new and existing members, to community activities in a post COVID environment.

<https://forms.ct.gov/stateunionaging/SeniorCenterARPAInfoForm?session=JF-S4L-7r9TF4ey&token=JF-bTXOWW6R-11&jumpToPage=3>



# # 3 State Allocation



## State of Connecticut Department of Aging and Disability Services

February 10, 2023

Dear Municipal Leader:

I am excited to share information about available funding for senior centers. As you may be aware during the last legislative session, the Department of Aging and Disability Services (ADS) was awarded \$10 million dollars in American Rescue Plan Act (ARPA) funds for senior centers in Connecticut.

The ADS State Unit on Aging (SUA) spent several months engaging in a thoughtful and thorough process of listening to the current needs and challenges of senior centers, researching the eligible uses for these ARPA funds, and following the legislative intent to re-engage people at their local senior centers. From that process we calculated appropriate distribution of these funds.

We want to ensure that all senior centers throughout the state and their staff benefit from these funds. Of the full amount awarded, the majority of \$750,000, or 7.5%, has been reserved for statewide senior center activities. These activities could potentially include a senior center-focused website, a senior center summit event, and/or a media campaign to encourage engagement at senior centers. There was also \$250,000, or 2.5%, reserved for administrative purposes to support this project.

The remaining \$9,000,000 of the funds has been set aside for Connecticut senior centers and is broken down by municipality. All allocations contain two parts: the base allocation and a formulaic allocation. All municipalities receive a base allocation of \$5,000. The remainder of the allocation is calculated using Census data on town demographics, including share of the population aged 60 and older, race/ethnicity status, disability status, poverty status and whether the town is in a rural location. The allocation for each municipality is included in the attached document.

For the purposes of this funding opportunity, the SUA will continue to use the definition of senior center that was previously used in 2020-2021 when Connecticut senior centers had the opportunity to apply for a reimbursement of Coronavirus Aid, Relief, and Economic Security (CARES) Act funding through the SUA. The definition for senior centers is as follows:

***Senior centers include municipal senior centers and 501(c)(3) senior centers. For the purposes of this funding opportunity, senior centers are defined as those that provide multiple services including the core services of information, referral, and assistance. Additional services could include nutrition, wellness, educational, social, and recreational activities.***

Municipalities with multiple senior centers that meet the funding definition of senior center shall allocate funding to each senior center in the municipality. Information that municipalities should take into consideration when determining this amount for each senior center may include: usership/membership of the senior center, safety needs of users, staff and volunteers of the senior center, current and anticipated needs of the senior center (according to senior center leadership), and annual budget of the senior center. Municipalities without a senior center within town limits are encouraged to partner with neighboring municipalities who host senior centers that serve their town's residents.

These ARPA funds may be used for certain purposes or "eligible uses." These eligible uses fall under two categories of expenditures within "Provision of Government Services."

- (1) "facility improvements" - which could cover a variety of capital improvements including air & HVAC systems, lighting, accessibility features as well as vehicle acquisition, maintenance, and repurposing; and
- (2) "programming" - which could include the acquisition of program registration software, web design renovation capability, extended senior center hours, special or focused entertainment or programming, while also potentially encompassing expanded staff hours to support those programs, when applicable.

We will soon send out a communication, which will include an electronic "Beneficiaries Information Form" created for the purposes of collecting information regarding how senior centers anticipate using ARPA funds to support older/aging residents and users. Upon receipt of this, the SUA will review the information and upon approval of the plan, an agreement will be signed so funds can be dispensed. Periodic and End of Project reporting will be required by entities who receive funds.

Virtual information sessions will be scheduled to address questions pertaining to the Beneficiaries Information Form and the process of completing the form. The SUA anticipates accepting Beneficiary Information Forms on a rolling basis through June of 2024, giving communities ample time to thoughtfully put together plans.

This letter will be shared with senior centers through the Connecticut Association of Senior Center Personnel (CASCP) as well as the five Area Agencies on Aging senior center distribution lists. I encourage you to work with your community's senior center leadership and program staff to identify needs and possible solutions to current challenges, and how these ARPA funds may bolster and support these initiatives.

I look forward to working with you to best utilize these funds and make a positive impact on our senior centers and communities in Connecticut. For questions, please email [stateunitonaging@ct.gov](mailto:stateunitonaging@ct.gov). Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Amy Porter". The signature is fluid and cursive, with the first name "Amy" and the last name "Porter" clearly distinguishable.

Amy Porter  
Commissioner

Stamford	27688	58343	3.6%	\$300,738	\$11
Sterling	804	919	0.1%	\$9,658	\$12
Stonington	6236	11084	0.7%	\$61,183	\$10
Stratford	14002	28087	1.7%	\$147,371	\$11
Suffield	3395	5806	0.4%	\$34,429	\$10
Thomaston	1983	3531	0.2%	\$22,897	\$12
Thompson	2587	3762	0.2%	\$24,072	\$9
Tolland	3716	5413	0.3%	\$32,440	\$9
Torrington	9414	17051	1.1%	\$91,433	\$10
Trumbull	8445	16400	1.0%	\$88,131	\$10
Union	312	375	0.0%	\$6,901	\$22
Vernon	6907	12585	0.8%	\$68,793	\$10
Voluntown	654	720	0.0%	\$8,650	\$13
Wallingford	13243	25043	1.6%	\$131,942	\$10
Warren	475	533	0.0%	\$7,702	\$16
Washington	1225	1420	0.1%	\$12,199	\$10
Waterbury	21544	46121	2.9%	\$238,785	\$11
Waterford	5540	10526	0.7%	\$58,354	\$11
Watertown	6293	11626	0.7%	\$63,931	\$10
West Hartford	16320	32671	2.0%	\$170,606	\$10
West Haven	10309	20147	1.3%	\$107,124	\$10
Westbrook	2647	4478	0.3%	\$27,698	\$10
Weston	2394	3884	0.2%	\$24,689	\$10
Westport	7035	12945	0.8%	\$70,618	\$10
Wethersfield	7394	14455	0.9%	\$78,272	\$11
Willington	1434	1826	0.1%	\$14,255	\$10
Wilton	3968	7120	0.4%	\$41,089	\$10
Winchester	3782	6407	0.4%	\$37,475	\$10
Windham	4781	9278	0.6%	\$52,029	\$11
Windsor	7868	16206	1.0%	\$87,145	\$11
Windsor Locks	3220	6023	0.4%	\$35,530	\$11
Wolcott	4647	8649	0.5%	\$48,839	\$11
Woodbridge	2694	5117	0.3%	\$30,939	\$11
Woodbury	3890	5523	0.3%	\$32,998	\$8



Original Document Number	23SDRENPTorrARPA	
Maximum Contract Award	\$197,121	
Beneficiary Contact Person	Joel Sekorski	Joel_Sekorski@torringtonct.org
ADS Contacts	Lara Stauning, Staff Attorney	Lara.stauning@ct.gov

**STATE OF CONNECTICUT**  
**Coronavirus State and Local Fiscal Recovery Fund**  
**Beneficiary Award**

The State of Connecticut Department of Aging and Disability Services ("Department" or "Agency") hereby enters into this Beneficiary Agreement (herein after "Agreement" or "Contract") with:

**Beneficiary's Name**

(hereinafter  
**"Beneficiary" or**  
**"Contractor"):** City of Torrington  
Litchfield Hills Northwest Elderly Nutrition Program,

**Street:** 88 East Albert Street

**City:** Torrington **State:** CT **Zip:** 06790

**Tel#:** (860)482-4151 **FEIN/SS#:** 06-6001898 **UEI:** PC4KS212ZJA8

<b>Term</b>	This Agreement is in effect from <b>March 1, 2023 through December 31, 2024</b>
<b>Statutory Authority</b>	The Agency is authorized to enter into this Agreement pursuant to § 4-8 and 17a-780 of the Connecticut General Statutes ("C.G.S.").
<b>Set-Aside Status</b>	Beneficiary <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
<b>Effective Date</b>	This Agreement shall become effective only as of the date of signature by the Agency's authorized official(s) and, where applicable, the date of approval by the Office of the Attorney General ("OAG"). Upon such execution, this Agreement shall be deemed effective for the Term specified above.
<b>Amendment</b>	This Agreement may be amended only by means of a written instrument signed by the Department, the Beneficiary, and, if required, the OAG.

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Beneficiary Agreement (collectively called "Notices") shall be deemed to have been effected at such time as the Notice is hand-delivered, placed in the U.S. mail, first class and postage prepaid, return receipt requested, or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

<b>If to the Agency:</b>	Attention: Lara Stauning, Staff Attorney Department of Aging and Disability Services 55 Farmington, Ave., 12 <sup>th</sup> floor Hartford, CT 06105 (860)235-7962 Lara.stauning@ct.gov	<b>If to the Beneficiary:</b>	Christine Trudeau-Brown, Supervisor 88 East Albert Street Torrington, CT 06790 (860)482-4151 christine_brown@torringtonct.org
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A party may modify the addressee or address for Notices by providing ten (10) days' prior written Notice to the other party. No formal amendment is required.

# PART I

## A. RECITALS

WHEREAS, the American Rescue Plan Act (ARPA) was signed into law on March 11, 2021 and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Fiscal Local Recovery Fund, which together is known as the Coronavirus State and Local Fiscal Recovery Funds program ("CSLFRF program"); and

WHEREAS, the funds provided through the CSLFRF program are intended to provide support to State, territory, local, and Tribal governments in responding to the public health emergency caused by coronavirus or its negative economic impacts; and

WHEREAS, pursuant to the U.S. Department of the Treasury final rule for CSLFRF funds, effective April 1, 2022, recipient states may use CSLFRF funds to provide beneficiaries, including households, small businesses or nonprofits, with assistance to address or respond to impacts of the COVID 19 public health emergency, including grants to mitigate financial hardship such as declines in revenues; and

WHEREAS, pursuant to Section 1 of Public Act 22-146, the General Assembly allocated \$3,000,000.00 in CSLFRF program funding to the Department to provide support to all of the state's Elderly Nutrition Providers to partially address revenue losses experienced during the public health emergency; and

WHEREAS, the Department of Aging and Disability Services ("ADS") allocated \$197,121 to the Beneficiary, based up on the number of meals the Beneficiary provided in FFY 2021, to provide support and ensure the continuation of the state's elderly nutrition program; and

WHEREAS, the Beneficiary submitted a proposal for the utilization of the CSLFRF program funding and such proposal has been accepted by the Office of Policy and Management ("OPM") and the Department; and

WHEREAS, the Beneficiary, as a recipient of CSLFRF funds, is subject to specific terms and conditions related to the use of the CSLFRF funds.

NOW THEREFORE, the Beneficiary and the State of Connecticut Department of Aging and Disability Services ("Department") agree to the following terms and conditions.

## B. TERMS AND CONDITIONS FOR CSLFRF PAYMENT

1. The Litchfield Hills/Northwest Elderly Nutrition Program serves over 148,000 Meals on Wheels (MOW) and over 25,000 congregate meals annually to more than 400 seniors living in the 18 towns of Litchfield County.
2. As a recipient of CSLFRF funding, the Beneficiary shall utilize such funds to address the negative economic impacts experienced by the Beneficiary due to the COVID 19 public health emergency. Specifically, the CSLFRF funds shall be used to mitigate demonstrated negative economic impact experienced by the Beneficiary during the period March 3, 2020, through September 30, 2022.
3. The Beneficiary has provided the required documentation, attached hereto and incorporated herein as Attachment A, and the Department has relied on such documentation. The Beneficiary certifies that it has experienced the following as calculated against the baseline period of October 1, 2018, through September 30, 2019.

Increased costs equal to \$401,060 described in Attachment A.



4. The Beneficiary agrees to furnish all cost and financial information requested by the Department or its designated agent, including, but not limited to, financial records maintained in accordance with generally accepted accounting principles, audited financial reports, purchase orders, receipts, travel reimbursement, third party contractual agreements, payroll records, and any and all other records as may be found necessary by the Department or its agent in determining compliance with any federal or state law, rule, regulation, or policy.
5. The Beneficiary acknowledges that this payment, including audits related to this payment, is not subject to rehearing or appeal in any forum.
6. The Beneficiary acknowledges that this payment may be subject to federal or state audit, agrees to cooperate fully with any audits, and that any funds not spent in accordance with applicable requirements are subject to recovery and recoupment in accordance with section 31 CFR 35.5(c).
7. The Beneficiary agrees to promptly repay any funds that the Department, whether on its own or as result of any audit, determines were used for unauthorized purposes or inappropriate expenditures or for purposes other than those authorized under this agreement, to the Department not later than ten (10) days after a written request from the Department or its designated agent. If the Beneficiary does not repay such funds upon request, the Department may initiate recoupment of the funds and take any other actions that it deems necessary to recover such funds.
8. The Beneficiary certifies, to the best of its knowledge and belief, that neither the Beneficiary nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental agency (federal, state or local) in accordance with 2 CFR 200.213 and 2 CFR 180.

#### **C. U.S. DEPARTMENT OF TREASURY EXPENDITURE CATEGORIES**

The Beneficiary understands and agrees that the funds provided through this Contract must be expended in compliance with the U.S. Department of Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds – Version 3 dated September 27, 2022 (“Treasury Reporting Guidance”). Specifically, in accordance with Expenditure Category (EC) 6.1 “Provision of Government Services”, these funds are a grant to mitigate financial hardship.

#### **D. FEDERAL AND STATE REQUIREMENTS**

1. Unless specified by the Secretary of the U.S. Department of Treasury, these funds shall not be used for the purchase, or improvement of, land or the purchase, construction, or permanent improvement, other than low cost, residential weatherization, or other energy-related home repairs, of any building or other facility.
2. Funding Identification –Federal funding has been provided for this contract as follows:
 

a. Award Name:	American Rescue Plan Act, CSLFRF
b. Award Year:	2023
c. Research and Design:	No
d. Name of Federal Agency Awarding:	Department of Treasury
e. CFDA (Catalog of Federal Domestic Assistance) Title:	CSLFRF
f. CFDA Number:	21.027
3. Federal Office of Management and Budget Requirements.
  - a. This Agreement includes Federal Financial Assistance, and therefore such funds shall be subject to the Federal Office of Management and Budget Cost Principles codified in the OMB Uniform Guidance as set forth in 2 CFR Part 200, and as updated from time to time.
  - b. Federal funding shall be released by the Department contingent upon receipt of federal monies by the Department in compliance with the Federal Cash Management Improvement Act of (1990) (CMLA), 31 U.S.C. § 6501 et. seq.

4. The Beneficiary certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or shall be paid, by or on behalf of the Beneficiary, to any person for influencing or attempting to influence any officer or employee of any agency, member of Congress, an officer or employee of, or an employee of a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Beneficiary shall complete and submit standard Federal form-LLL, "Disclosure Form to Report Lobbying", (obtained from the U.S. Department of Health and Human Services) in accordance with its instructions.

#### **E. PAYMENT**

1. Upon execution of this Agreement and, when applicable, approval of the same by the Office of the Attorney General, the Department shall issue to the Beneficiary a one-time payment of \$197,121.

#### **F. LIAISONS and NOTICES**

1. For the Department: Lara K. Stauning, Staff Attorney  
Department of Aging and Disability Services, State Unit on Aging  
55 Farmington Avenue, 12<sup>th</sup> floor, Hartford, CT 06105  
Phone: (860)424-5244  
Email: Lara.stauning@ct.gov
2. For the Beneficiary: Christine Trudeau-Brown, Supervisor  
88 East Albert Street  
Torrington, CT 06790  
(860)482-4151  
christine\_brown@torringtonct.org

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**STATE OF CONNECTICUT**  
**Coronavirus State and Local Fiscal Recovery Fund**  
**Beneficiary Award**

**ATTACHMENT A**

**Increased Costs**

The Beneficiary experienced increased costs for meals provided at congregate care sites and through home delivery, as documented by annual Budget Performance Reports.

FY	Congregate and HD meals	Difference from base year
2019	\$900,769	
2020	\$1,209,272	\$308,503
2021	\$1,273,113	\$372,344
2022	\$1,301,829	\$401,060
Costs increased 45% from FY2019 to FY2022		

**Assurance of Use**

The Beneficiary agrees to use the award of \$197,121 as specified below:

Cost Item	FY2023	FY2024
Increased labor costs to meet minimum wage requirements	\$8,538	\$8,538
Replacement vehicle costs	\$60,533	\$32,064
Increase in contracts for meal preparation	\$19,790	\$40,162
Rent and Utilities	\$2,000	\$4,000
Vehicle Maintenance and Gas	\$5,000	\$5,000
Replace lost income	\$11,496	\$0
Annual totals	\$107,357	\$89,764
Total Project Budget	\$197,121	

**Reporting Requirements**

At the request of the Department, the Contractor shall provide periodic status updates regarding the expenditure of the funds allocated. In addition, upon the final payment issued from these funds, the Contractor shall provide a final, end of project report that indicates how the funds were allocated, the services that were provided, the number of individuals that benefited from the allocation, the populations reached, and the impact had these funds not been received.

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## PART II – TERMS AND CONDITIONS

For Part II the term “Contractor” shall mean the Beneficiary of this Agreement and “Contract” shall mean this Agreement.

**A. Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:

- 1) **“Breach”** shall mean a party’s failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
- 2) **“Cancellation”** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
- 3) **“Claims”** shall mean 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.
- 4) **“Contractor Parties”** shall mean a Contractor’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 Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
- 5) **“Data”** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
- 6) **“Expiration”** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
- 7) **“Records”** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.
- 8) **“State”** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
- 9) **“Termination”** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

### **B) Contractor Obligations**

- 1) **Credit.** In any news release or printed material promoting this grant-funded program, prominent credit must be given to the Department of Aging and Disability Services, State Unit on Aging by including the following phrase, *“with the support of the Department of Aging and Disability Services, State Unit on Aging, which also receives support from the federal ARPA.”*

- 2) **Organizational Information Required from Contractor.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:
- i) and its most recent IRS Form 990 submitted to the Internal Revenue Service applicable only to Non-Profit Contractors, and
  - ii) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.
  - iii) This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) days following the termination or cancellation of the Contract.
- 3) **Audit and Inspection of Plant, Places of Business and Records.**
- i) 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, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
  - ii) The Contractor shall maintain and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
  - iii) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
  - iv) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
  - v) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until five (5) years after the latter of:
    - (a) final payment under this Contract,
    - (b) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
  - vi) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
  - vii) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.
- 4) **Suspension or Debarment.** In addition to the representations and requirements set forth herein:
- i) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
- (b) within a three year period preceding the Effective Date of this Contract, have not been convicted or had a civil judgment rendered against them 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; for 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;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
- (d) have not within a three-year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.

ii) Any change in the above status shall be immediately reported to the Agency.

5) **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.

6) **Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the State of Connecticut or of the Agency.

7) **Indemnification.**

- i) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
  - (a) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and
  - (b) 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 of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning
    - (1) the confidentiality of any part of or all of the Contractor's bid or proposal, and
    - (2) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
  - (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
  - (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims



and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

- (e) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

8) **Sovereign Immunity.** The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

9) **Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.**

- i) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- ii) Any dispute concerning the interpretation or application of this Contract shall be decided by the commissioner of the Agency or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
- iii) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

10) **Compliance with Law and Policy, Facility Standards and Licensing.** Contractor shall comply with all:

- i) Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to Contractor's programs as specified in this Contract; and
- ii) Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

11) **Reports.** The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.

12) **Delinquent Reports.** The Contractor shall submit required reports by the designated due dates or as requested by the Department. This Section shall survive any Termination of the Contract or the Expiration of its Term.

## **C) Changes to the Contract, Termination, Cancellation and Expiration.**

### **1) Contract Amendment.**

- i) Should the parties execute an amendment to this Contract on or before its expiration date that extends the Term of this Contract, then the Term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General, if applicable, provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the Term of the contract shall be in accord with the provisions of the approved amendment.
- ii) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.
- iii) The Agency may amend this Contract to reduce the contracted award amount if:
  - (a) the total amount budgeted by the State for the operation of the Agency or award provided under this Contract is reduced or made unavailable in any way; or
  - (b) federal funding reduction results in reallocation of funds within the Agency.
- iv) If the Agency decides to reduce the award, the Agency shall send written Notice to the Contractor.

### **2) Contractor Changes and Assignment.**

- i) The Contractor shall notify the Agency in writing:
  - (a) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
  - (b) no later than ten (10) days from the effective date of any change in:
    - (1) its certificate of incorporation or other organizational document;
    - (2) more than a controlling interest in the ownership of the Contractor; or
  - (c) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance.
  - (d) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
    - (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
    - (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) days from the date the Agency receives all requested documentation.
    - (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

### **3) Breach.**

- i) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the

date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty-four (24) hours' prior written Notice after the expiration of the cure period.

- ii) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both.
  - iii) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) days after the Contractor receives a demand from the Agency.
  - iv) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
  - v) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.
- 4) **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.
- 5) **Termination.**
- i) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
  - ii) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section C.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its performance under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
  - iii) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (ii) above, which shall specify the effective date of Termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 4 of this Contract. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.
  - iv) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.

- v) The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

#### D) Statutory and Regulatory Compliance

- 1) **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
- 2) **Non-discrimination.**
  - i) For purposes of this Section, the following terms are defined as follows:
    - (a) "Commission" means the Commission on Human Rights and Opportunities;
    - (b) "Contract" and "contract" include any extension or modification of the Contract or contract;
    - (c) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
    - (d) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
    - (e) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
    - (f) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
    - (g) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
    - (h) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
    - (i) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
    - (j) "public works contract" means any agreement between any individual, firm or corporation and the State or, any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real

property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees. For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is:

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

**ii) Contractor Obligations**

- (a) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
- (b) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
- (c) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (d) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and
- (e) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

- iii) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the

Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

- iv) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- v) The Contractor shall include the provisions of subsection (ii) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- vi) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

#### **vii) Connecticut Special Provisions**

- (a) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
- (b) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
- (c) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and
- (d) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
- (e) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

Nondiscrimination Certification. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the



Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: ☐

3) **Freedom of Information.**

- i) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. §§ 1-210(b) and 32-244.

4) **Executive Orders and Other Enactments.**

- i) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- ii) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- iii) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

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

6) **Consulting Agreement Representation.**

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor[it] has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into

with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

N/A  
Consultant's Name and Title                      Name of Firm (if applicable)

Start Date                      End Date                      Cost

The basic terms of the consulting agreement are: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is the consultant a former State employee or former public official?    YES                      NO

If YES: \_\_\_\_\_  
Name of Former State Agency                      Termination Date of Employment

**SIGNATURE PAGE TO FOLLOW**

***THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK***

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**SIGNATURES AND APPROVALS**

**IN WITNESS WHEREOF, the Parties hereto have caused this Beneficiary Agreement to be executed as of the dates written below.**

**City of Torrington**

**Signature**

**Date**

**Name and Title of Authorized Official Elinor Carbone, Mayor, City of Torrington**

**Connecticut Department of Aging and Disability Services**

**Signature**

**Date**

**Name and Title of Authorized Official Amy Porter, Commissioner**

**Connecticut Office of the Attorney General *approved as to form:***

**Signature**

**Date**

**Name and Title of Authorized Official Jeffrey Zeman, Assistant Attorney General**

# Services for the Elderly Commission

Minutes – Monday March 20, 2023

Time at 1:00 PM

Zoom and Phone Meeting if needed



Meeting called to order by Director Sekorski & Chairman Wilmot 12:57 pm

**Commissioners (7):** Art Mattiello, Dennis Pezze, Jean McGarrity, John Riggs Gloria Novak and Mary Ann Berlinski, Ed Wilmot

**Alternates (3)** Michael Gardinello, Tina Vanini, Janet Recidivi  
Winsted Rep. Candy Perez.

**Staff:** Director Joel Sekorski & *Supervisor Christine Trudeau-Brown-*

**Excused:** Commissioner Perez, Novak

**Absent-** Novak, Mattiello **Appointed to Vote:** Vanini, Pezze

**Public Input:** None

## **Approval of Minutes:**

**Motion to accept the minutes made by  
Commissioner Vanini**

**2<sup>nd</sup> by Commissioner Riggs      Passed**

## **Announcements & Correspondence: As Presented**

**Reviewed announcements and correspondence.**

## **Sullivan Senior Center Report:**

**Reviewed Sullivan Senior Center Report as reported by Director Joel Sekorski**

**Motion to accept made by Commissioner Pezze**

**2<sup>nd</sup> by Commissioner Vanini      Passed**

## **Elderly Nutrition Report:**

**Reviewed Elderly Nutrition Report as reported by Supervisor Christine Trudeau-Brown.**

**Motion to accept Elderly Nutrition Report made by Commissioner McGarrity**

**2<sup>nd</sup> by Commissioner Riggs      Passed**

**Discussed Motions: Motions below: Awning, Finance and Council motions, ARPA beneficiary Agreements**

## **Old Business**

**1. Recommend to Replace / Repair the front entrance Awning- 2 Quotes received from Awnings Plus a local business that originally built and installed the top awning and sides. It is intended to be replaced and repaired with ARPA funds under safety and access but can initially be funded by fund raising from Thrift Shop and Trips until funds are received. Top quote built and installed \$9585.50 and side panels \$7831.60**

**Motion to accept Commissioner Riggs**

**2<sup>nd</sup> by Commissioner Vanini      Passed**

**New Business:**

**Motion** *To recommend that the City Council empower the Mayor to sign the ARPA Beneficiary Agreements for ARPA funding allocated to the Services for the Elderly Department.*

1. *Nutrition Department \$197,121.00*
2. *The Sullivan Senior Center direct allocation \$100,000*
3. *Torrington Senior Center State Allocation for \$91,433.00.*

*These allocation applications are provided through the State Unit on Aging SUA/ Department of Aging Services DAS and must be pre-qualified with budget and detail to meet all of the ARPA requirements.*

**Motion to accept Commissioner McGarrity**  
**2<sup>nd</sup> by Commissioner Pezze      Passed**

**Discussion, new alternates needed to replace outgoing Commissioner and changes in status to completed by June meeting. It was suggested to review the last file of interested candidates before looking to new candidates.**

**Motion to adjourn the meeting**  
**Commissioner Vanini**  
**2<sup>nd</sup> by Commissioner Riggs**  
**Passed.**

**Meeting adjourned at            1:30 pm**  
**Next meeting to be held on Monday, April 17, 2023 at the Sullivan Senior Center at 1:00 pm.**  
**Respectfully submitted by:**

**Recording Secretary, Mary Ann Berlinski**  
**Notes Typed by Director Sekorski**