



SOUTH CENTRAL REGIONAL COUNCIL OF GOVERNMENTS

Bethany Branford East Haven Guilford Hamden Madison Meriden Milford  
New Haven North Branford North Haven Orange Wallingford West Haven Woodbridge

Carl J. Amento, Executive Director

**SCRCOG MEETING NOTICE & AGENDA**

**September 28, 2016 – 10:00 A.M.**

**Location: 127 Washington Avenue, 4<sup>th</sup> Floor West  
North Haven, CT 06473**

**Full agenda materials can be found at our website – [www.scrkog.org](http://www.scrkog.org)**

1. Call to Order and Introductions – *Mayor Benjamin Blake, Chairman*
2. **Presentation: Let's Go CT! (A 30-year vision for investment in CT's transportation system)-**  
*James Redeker, Commissioner of the Connecticut Department of Transportation*
3. **Presentation: UI Request for Distribution Rate Adjustment-** *Charles R. Goodwin Director-Regulatory & Tariffs (CT), UIL Holdings Corp*
4. Adoption of 8/24/16 SCRCOG Minutes – *First Selectman Joseph Mazza, Secretary* Pages 2-4
5. Treasurer's Report for month ending 8/31/16 – *First Selectman James Cosgrove, Treasurer* Pages 5,6
6. Adoption of Resolution Authorizing the Executive Director to Execute a State of Connecticut Notice of Grant Award in the amount of \$360,487.69 for the 2017 Regional Services Grant Pages 7-17
7. Congressional Reports – *Evan Johnson, Aide to Senator Christopher Murphy*
8. State Legislative Report – *Michael Muszynski, Advocacy Manager, CCM*
9. SCRCOG Executive Director's Report – *Carl Amento, Executive Director*
10. Grant Opportunities and Upcoming Events – *Carl Amento, Executive Director* Pages 18-36
11. REX Development Report – *Ginny Kozlowski, Executive Director, REX Development* Pages 37-39
12. DESPP/ DEMHS Report – *John B. Field, Jr., Region 2 Coordinator*
13. Regional Cooperation/Other Business
14. **Presentation (For municipalities in RWA service area): RWA's hiTechFOCUS Project-**  
*Jean Dyer, VP of Services and Technology and Ted Norris, VP of Assets, RWA*
15. Adjournment

The agenda and attachments for this meeting are available on our website at [www.scrkog.org](http://www.scrkog.org). Please contact SCRCOG at (203) 234-7555 for a copy of agenda in a language other than English. Auxiliary aids/services and limited English proficiency translators will be provided with two week's notice.

La Agenda y Adjuntos para esta reunión están disponibles en nuestro sitio web en [www.scrkog.org](http://www.scrkog.org). Favor en contactar con SCRCOG al (203) 234-7555 para obtener una copia de la Agenda en un idioma distinto al Inglés. Ayudas/servicios auxiliares e intérpretes para personas de Dominio Limitado del Inglés serán proporcionados con dos semanas de aviso

127 Washington Avenue, 4th Floor West, North Haven, CT 06473

[www.scrkog.org](http://www.scrkog.org) T (203) 234-7555 F (203) 234-9850 [camento@scrkog.org](mailto:camento@scrkog.org)



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*Planning for Our Region's Future*

Bethany Branford East Haven Guilford Hamden Madison Meriden Milford  
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Carl J. Amento, Executive Director

TO: **SCRCOG Board**  
FROM: **First Selectman Joseph Mazza, Secretary**  
DATE: **September 21, 2016**  
SUBJECT: **SCRCOG Minutes of August 24, 2016**

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**Present:**

Bethany	First Selectwoman Derrylyn Gorski
Branford	First Selectman James Cosgrove – <b><i>Treasurer</i></b>
East Haven	Mayor Joseph Maturo
Hamden	Mayor Curt Leng
Guilford	First Selectman Joseph Mazza – <b><i>Secretary</i></b>
Madison	First Selectman Thomas Banisch
Milford	Mayor Benjamin Blake – <b><i>Chairman</i></b>
New Haven	Mayor Toni Harp – <b><i>Vice Chairman</i></b>
North Branford	Michael Paulhus, <b><i>proxy for Mayor Michael Doody</i></b>
North Haven	First Selectman Michael Freda – <b><i>Immediate Past Chair</i></b>
Wallingford	Mayor William Dickinson
West Haven	John Lewis, <b><i>proxy for Mayor Edward O'Brien</i></b>
Woodbridge	First Selectwoman Ellen Scalettar

SCRCOG Staff Carl Amento – ***Executive Director***, Albert Ruggiero, Stephen Dudley, Eugene Livshits,  
Christopher Rappa, Rebecca Andreucci

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**Guests:** Lori Richards and Mary Ann Bigelow, *Greater New Haven Transit District*; Tony Bialecki, *United Illuminating Co.*; Ginny Kozlowski and Barbara Malmberg, *REX Development*; Nan Birdwhistell, *Murtha Cullina*; Michael Muszynski, *CCM*; Mathew Nemerson *City of New Haven*; Salvatore Brancati, *Town of East Haven*; Joanne Cavadini, *CTRides*; Lori Vitagliano, *RWA*; Valerie Rienks and Robert Carlucci, *The Kennedy Center*; Lucas Hannon, *Town of North Haven*; Vivienne Rogers

1. **Call to order and Introductions -**

Chairman Benjamin Blake called the meeting to order at 10:10 a.m. All present introduced themselves.

2. **Adoption of July 27, 2016 SCRCOG meeting minutes -**

First Selectman Mazza presented the Minutes of the SCRCOG meeting of July 27, 2016 which were included in the agenda packet at pages 2-4. He moved for their approval. Mayor Maturo seconded the Motion, which was approved with all in favor, except Town Manager Paulhus and First Selectwoman Gorski who abstained.

3. **Treasurer's Report for month ending July 31, 2016 -**

First Selectman Cosgrove presented the Treasurer's Report for the month ending July 31, 2016, which was included in the agenda packet at pages 5 and 6. Cash and Investments totaled \$640,478, with \$308,768 due from CTDOT. Expenses were in order for the month. First Selectman Cosgrove moved for acceptance of the Treasurer's Report. First Selectman Banisch seconded the motion, which passed unanimously.

4. **Transportation Committee Report -**

First Selectman Mazza moved for adoption of the resolution approving 2015-2018 TIP Amendment Eighteen found at Pages 10 and 11 of the agenda packet. First Selectman Banisch seconded. The motion was approved unanimously.

5. **Review and Possible Action on SCRCOG Comments re: U.S. DOT Notice of Proposed Rulemaking (NPRM) on MPO Coordination -**

A Resolution Authorizing Executive Director and/or the Board Chairman to Submit Comments to the U.S. DOT on behalf of SCRCOG regarding the NPRM on MPO Coordination was distributed for review. Mayor Maturo moved to add the Resolution to the agenda. Mayor Harp seconded. The motion passed unanimously. Mayor Maturo moved that the Resolution be adopted. First Selectman Freda seconded the motion, which passed unanimously.

• **Resolution Authorizing Executive Director to Negotiate and Sign Consulting Services Agreement with CIRCA For the Transportation Vulnerability and Resiliency Study Pilot Project-**

First Selectman Banisch moved to add to the agenda the above resolution which was distributed to the agenda. First Selectman Mazza seconded the motion, and all were in favor. First Selectman Banisch moved to adopt the Resolution. First Selectman Mazza seconded. The motion was approved unanimously.

6. **Congressional Report -**

None of the Congressional aides were present to report.

7. **State Legislative Report -**

Michael Muszynski from CCM reported on the attempts by two telecommunication companies, Mobilitie (owned by Sprint) and Verizon to site cell towers on public rights of way as utilities, without permits or approval by the State Siting Council, but only with the approval of PURA. CCM is investigating these matters and will report to the SCRCOG municipalities. He also reported that new standards and guidelines for school construction would be issued soon.

8. **SCRCOG Executive Director's Report -**

Executive Director Amento introduced Valerie Rienks who is the region's new Mobility Manager. An information sheet describing the Regional Mobility Management program was distributed. He also distributed a survey from the Central Corridor Water Utilities Coordinating Council (WUCC) to be completed by SCRCOG municipalities. The survey will also be sent to the SCRCOG mayors and first selectmen by email.

9. **Grant Opportunities and Upcoming Events -**

Executive Director Amento reviewed the Grant Opportunities and Upcoming Events contained on Pages 20-37 of the agenda packet.

10. **REX Development Report -**

Ginny Kozlowski, Executive Director of REX Development, reviewed her report which is found at Pages 38-47 of the agenda packet. REX is currently hosting the preliminary round of CTNext's Startup Competition sponsored by CT Innovations. The finals of the competition will be held at Yale School of Management (SOM) on October 20<sup>th</sup>.

11. **CTRides Quarterly Report -**

Joanne Cavadini reviewed the CTRides Quarterly report.

12. **DESPP/ DEMHS Report -**

John Field was not in attendance. His written report found at pages 48-49 of the agenda packet was reviewed.

13. **Regional Cooperation/Other Business -**

Matt Nemerson noted that the Northeastern Economic Development Association (NEDA) annual Conference will be held in New Haven on September 11-13. First Selectman Banisch inquired about funding for trail projects. Executive Director Amento said he would send him information on the Transportation Alternatives Program (TAP). The information on the program had been emailed to all SCRCOG CEO's a few weeks ago, and another emailing would be sent in the coming days.

14. **Adjournment -**

Mayor Maturo moved to adjourn, First Selectman Mazza seconded. Mayor Blake adjourned the meeting at 11:00 am.

Respectfully submitted,

First Selectman Joseph Mazza, Secretary

# Balance Sheet

Wednesday, September 21, 2016

3:05:22 PM

So. Central Regional Council of Government

As of period 8/31/2016

## Balance

### Assets

First Niagara Bank - Checking Account	78,668.01
State of CT - Short-Term Investment Fund	156,287.12
Start Community Bank	101,224.19
CT Department of Transportation - FY 16	367,161.38
National Fish & Wildlife	247,735.94
Prepaid Expense	40,241.72
CT Department of Transportation - FY 17	87,929.33
State Grant-in-Aid	49,970.53
Furniture & Equipment	39,880.24

**Total Assets 1,169,098.46**

### Liabilities

Payroll Taxes Payable	204.39
Municipal - Deferred Revenue	86,385.58
Deferred Revenue - OPM	122,203.04
Deferred Revenue - RPI Grant	9,466.42
Deferred Revenue - LOTCIP	224,364.12

**Total Liabilities 442,623.55**

### Fund Balance

Fund Balance	739,954.32
Amount for Accrued Leave	10,578.76
Investment in Equipment	39,880.24
Change in Fund Balance	(63,938.41)

**Total Fund Balance 726,474.91**

**Total Liabilities and Fund Balance 1,169,098.46**

# Statement of Resources and Expenditures

Wednesday, September 21, 2016

3:29:13 PM

So. Central Regional Council of Government

As of period 8/31/2016

	Budgeted	Current	Year-to-Date
<b>Resources</b>			
Municipal - Revenue		7,938.59	12,714.42
CT OPM - Regional Planning		131,922.50	159,208.53
OPM RPI Grant - GIS Project		17,400.00	17,400.00
CTDOT - Transportation Planning		48,516.97	87,493.91
CTDOT - LOTCIP		140.65	140.65
CTDOT - Mobility Manager		290.28	435.42
Interest - Revenue		120.40	120.81
<b>Total Resources</b>		<b>206,329.39</b>	<b>277,513.74</b>
<b>Direct Expenses</b>			
Transportation Planning Consultants		8,000.00	8,000.00
Land-Use Planning Consultants		15,750.00	15,750.00
Other Consultants		113,641.00	121,141.00
Travel		1,288.80	1,288.80
Data Processing			2,857.08
Subscriptions and Books		249.00	1,244.00
Meeting Expenses and Advertising		1,292.43	1,292.43
<b>Total Direct Expenses</b>		<b>140,221.23</b>	<b>151,573.31</b>
<b>Revenue Less Direct Expenses</b>		<b>66,108.16</b>	<b>125,940.43</b>
<b>Direct Expenses/Labor</b>			
Direct Labor - Employees		27,741.60	55,446.38
<b>Total Direct Expenses/Labor</b>		<b>27,741.60</b>	<b>55,446.38</b>
<b>Revenue Less Direct Expenses/Labor</b>		<b>38,366.56</b>	<b>70,494.05</b>
<b>Overhead</b>			
Indirect Labor - Employees		12,910.19	27,710.57
Employee Benefits		13,300.48	27,675.23
Data Processing		554.00	578.00
Rent		8,670.82	17,440.49
Telephone and Internet		296.61	563.20
Office Supplies		274.80	673.80
Equipment Maintenance		1,839.04	2,557.05
Insurance and Professional Services			7,748.00
<b>Total Overhead</b>		<b>37,845.94</b>	<b>84,946.34</b>
<b>Total Operating Expenses</b>		<b>205,808.77</b>	<b>291,966.03</b>
<b>Total Operating Profit/Loss</b>		<b>520.62</b>	<b>(14,452.29)</b>



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Carl J. Amento, Executive Director

**SECRETARY'S CERTIFICATE/RESOLUTION**

I, First Selectman Joseph Mazza, Secretary of the South Central Regional Council of Governments, an organization (the "Organization") existing under the laws of the State of Connecticut, certify that the following are true and complete resolutions which were adopted at a duly called and held meeting of the governing body of the South Central Regional Council of Governments on 9/28/2016, and that such resolutions have not been amended or modified and continue to be in full force and effect:

**RESOLVED**, that the Organization execute and deliver to the State of Connecticut a Notice of Grant Award (the "Agreement") in the amount of \$360,487.69 for the 2017 Regional Services Grant.

**RESOLVED**, that Carl Amento, as Executive Director of the Organization, is directed to execute and deliver the Agreement on behalf of the Organization and to do all things necessary or appropriate to carry out the terms of the Agreement, including executing and delivering all agreements and documents contemplated by the Agreement.

I further certify that Carl Amento now holds the office of Executive Director and that he/she has held that office since 1/12/2010.

I am signing this certificate on 9/28/2016.

\_\_\_\_\_, Secretary

Signature

SEAL



**STATE OF CONNECTICUT | OFFICE OF POLICY AND MANAGEMENT**  
**TRANSPORTATION, CONSERVATION AND DEVELOPMENT POLICY AND PLANNING DIVISION**  
 450 Capitol Avenue | MS# 54ORG | Hartford, CT 06106-1379  
**NOTICE OF GRANT AWARD**



The Office of Policy and Management, Transportation, Conservation and Development Policy and Planning Division, hereby makes the following grant award in accordance with Sec. 189 of Public Act 16-3, May Special Session, and in accordance with the grant solicitation and the attached grant application, if applicable.

Grantee: South Central Regional Council of Governments

Town Code: N/A

Street address: 127 Washington Avenue-4th Floor West

State Agency Code: N/A

DUNS No. (if applicable): N/A

City: North Haven

State: CT

ZIP Code: 06473

FEIN (required): 06-0770103

Grant Program Name: REGIONAL SERVICES GRANT

OPM Grant No.: RSG-017-07

Project Title: FY 17 Regional Services Grant

Date of Award: February 25, 2016 Category (if applicable): N/A

Period of Award: (Choose one)

Start Date: ☒ The date Notice of Grant Award is signed by both Grantor & Grantee (whichever is later).  
☐ On **Select Date** or after Notice of Grant Award is signed by both parties (whichever is later).  
☐ **Select Date** pursuant to **Enter Statutory Authority** (attach copy of authority w/ notice of grant award).

End Date:  
 One year from the execution of grant award by both grantor and grantee.

Amount of Award:  
\$360,487.69

Federal: \$ N/A

State: \$ 360,487.69

Interest: \$ N/A

State Match: \$ N/A

Grantee Match: \$

Other: \$ N/A

Specify: N/A

Total Budget: \$360,487.69 Catalog of Federal Domestic Assistance (CFDA) Number: N/A

Federal Grant No.: N/A

Grantee Fiscal Year: From: July 1

To: June 30

My signature below, for and on behalf of the above named grantee, indicates acceptance of the above referenced award and further certifies that: 1.) I have the authority to execute this agreement on behalf of the grantee; and 2.) The grantee will comply with all attached Grant Conditions.

BY:

Signature of Authorized Grantee Official

Date

Carl Amento, Executive Director

FOR THE OFFICE OF POLICY AND MANAGEMENT:

BY:

Signature of OPM Secretary or OPM Deputy Secretary

Date

Benjamin Barnes, Secretary or Susan Weisselberg, Deputy Secretary

For OPM Business Use Only

AMOUNT	FUND	DEPT	SID	PROG	ACCT	CHART 1	CHART 2	BR YR	PROJECT
\$360,487.69	12002	OPM 20870	17102	13008	55050	N/A	N/A	N/A	OPM_000000001111
		OPM							OPM00000000
		OPM							OPM00000000



**OFFICE OF POLICY AND MANAGEMENT**  
**Transportation, Conservation, and Development Policy and Planning Division**  
**450 CAPITOL AVENUE**  
**HARTFORD, CT 06106**

**GENERAL GRANT CONDITIONS**

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

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

**SECTION 2: Fiscal Control.**

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

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

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

3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years starting from the date of submission of the final expenditure report with the following qualifications and shall make them available for inspection and audit by OPM or its representative:

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

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

**SECTION 4: Insurance.**

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

#### **SECTION 5: Conflict of Interest.**

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

#### **SECTION 6: Reports.**

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

#### **SECTION 7: Funding Limitation.**

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

#### **SECTION 8: Revised Budget.**

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

#### **SECTION 9: Audits.**

9.1 In accordance with the following conditions, the Grantee agrees to conduct and submit to OPM two completed audit packages with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.

9.2 If the Grantee meets the requirements of the State Single Audit Act, §§ 4-230 through 4-236, as amended, of the Connecticut General Statutes, the Grantee is required to submit a State Single Audit Report to OPM. Connecticut General Statutes § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from OPM for this grant and it is the only State Financial Assistance that the Grantee has received during this fiscal period. The State Single Audit Report should be filed with OPM no later than six months after the end of the audit period.

9.3 If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of \$500,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee receives Financial Assistance under only one federal program. For audit purposes, State or grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

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

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

## **SECTION 11: Nondiscrimination and Affirmative Action.**

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

11.2 In accordance with Connecticut General Statutes § 4a-60(a)(1) the Grantee agrees and warrants that in the performance of the Grant Award such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut.

11.3 In accordance with Connecticut General Statutes § 4a-60(a)(1) the Grantee agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved.

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

11.5 In accordance with Connecticut General Statutes § 4a-60a(a)(1) the Grantee agrees and warrants that in the performance of the grant such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

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

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

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

11.9 In accordance with §§ 4a-60(h) and 4a-60a(c) the Grantee shall include the provisions of subsections 11.1 to 11.8 inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of CHRO. The Grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Grantee becomes involved in, or is threatened with, litigation with a subcontractor

or vendor as a result of such direction by the Commission regarding a state contract, the Grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

11.10 For the purposes of this entire Nondiscrimination section, "Grant Award" includes any extension or modification of the Grant Award, "Grantee" includes any successors or assigns of the Grantee, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Grant" does not include a grant where each grantee is (1) a political subdivision of the State of Connecticut, including, but not limited to municipalities, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, state or government described in subdivision (1), (2), (3), (4) or (5) of this subsection.

#### **SECTION 12: Executive Orders.**

12.1 This agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the agreement is completed or terminated prior to completion. This agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.2 This agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This agreement may be canceled, terminated or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.3 This agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

#### **SECTION 13: Americans with Disabilities Act.**

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

#### **SECTION 14: Independent Contractor.**

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



**SECTION 15: Federal Compliance and Assurances.**

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

**SECTION 16: Non-Supplanting.**

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

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

**SECTION 17: Additional Federal Conditions.**

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

**SECTION 18: Indemnification.**

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

**SECTION 19: Large State Contracts.**

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large state contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift affidavit, which Contractor shall update as prescribed by Connecticut General Statutes § 4-252(a). In addition, pursuant to Governor Dannel P. Malloy's Executive Order No. 49, anyone who executes and files said gift affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

**SECTION 20: State Contracting Standards Board.**

Pursuant to Connecticut General Statute §4e-7 the Grantee acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for OPM's consideration and final OPM determination, termination of this grant contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or state contracting agency.

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

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

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

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

**SECTION 23: Nondiscrimination Certification.**

Pursuant to Connecticut General Statutes §§ 4a-60 and 4a-60a every Grantee is required to provide the State with a nondiscrimination certificate for all State contracts regardless of type, term, cost or value. Notwithstanding the foregoing, the types of Grantees listed in section 11.10 are not required to file a nondiscrimination certificate. The appropriate form must be submitted to the awarding agency (as defined by Connecticut General Statutes §4a-60g) prior to contract execution. Copies of "nondiscrimination certification" forms that will satisfy the statutory requirements may be found on OPM's website. The applicable certification form must be signed by an authorized signatory of the Grantee.

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

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

**SECTION 25: Iran Certification.**

Effective October 1, 2013, OPM Iran Certification Form 7 must be submitted for any large state contract, as defined in § 4-250 of the Connecticut General Statutes. OPM Iran Certification Form 7 must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form.

**SECTION 26: Forum and Choice of Law.**

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

**SECTION 27: Special Grant Conditions.**

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

## ATTACHMENT A

### **NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes Section 9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

#### **Campaign Contribution and Solicitation Limitations**

*No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).*

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

#### **Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

#### **Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### **Contract Consequences**

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

### **Definitions:**

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any



goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

Grant Opportunities  
&  
Upcoming Events

## U.S. Environmental Planning Agency – Free Technical Assistance

**Deadline:** October 12, 2016 (5:00 PM EDT)

**Background:**

The U.S. Environmental Planning Agency (EPA) invites communities to apply for targeted technical assistance to help overcome barriers to implementing smart growth development approaches. Communities can choose from tools to help them make development more equitable, attract infill development, assess policies in small towns and rural areas, improve resilience to floods, or promote streets that are safe for all users and provide environmental benefits.

The Building Blocks for Sustainable Communities Program provides quick, targeted technical assistance to selected communities using a variety of tools that have demonstrated results and widespread application. EPA delivers the assistance using teams of experts who conduct one- to two-day workshops in the selected communities. After the workshop, the community gets a next-steps memo with specific actions it can take if it chooses to implement the ideas generated in the workshop.

- **Eligibility:** The applicant can be a local, county, or tribal government, or a nonprofit organization that has the support of the local government on whose behalf they are applying.
- **Deadline:** 5:00 p.m. Eastern Daylight Time on October 12, 2016.
- **How to apply:** Submit a two-page letter of interest signed by a mayor, city manager, elected official, or other representative of the community (see the Request for Letters of Interest for details).
- **Tools offered:**
  - Tool 1: Creating Equitable Development
  - Tool 2: Planning for Infill Development
  - Tool 3: Sustainable Strategies for Small Cities and Rural Areas
  - Tool 4: Flood Resilience for Riverine and Coastal Communities
  - Tool 5: Green and Complete Streets
- **Timeframe:** EPA expects to select 25 recipients by November 2016 and provide all technical assistance by July 2017.

Read the 2016-2017 Request for Letters of Interest to learn how to apply:

<https://www.epa.gov/smartgrowth/building-blocks-sustainable-communities-2016-2017-request-letters-interest>

Learn more about the Building Blocks for Sustainable Communities Program:

<https://www.epa.gov/smartgrowth/building-blocks-sustainable-communities>

## CIRCA Municipal Resilience Grant Program

**Deadline:** November 1, 2016

**Background:**

The Connecticut Institute for Resilience and Climate Adaptation (CIRCA) is requesting grant proposals from municipal governments and councils of government for initiatives that advance resilience, including the creation of conceptual design, construction (demonstration projects or other) of structures, or the design of practices and policies that increase their resilience to climate change and severe weather.

This program is focused on implementation and proposals must review and consider integration of CIRCA's research products projects into proposed projects. The CIRCA Executive Steering Committee has made up to \$200,000 in funds available to municipal governments and councils of government for the execution of resilience initiatives. Project proposals should not be less than \$20,000 and no more than \$200,000. Project proposals seeking less than \$20,000 may be reviewed by the CIRCA Executive Steering Committee.

Project proposals should develop knowledge or experience that is transferable to multiple locations in Connecticut and have well-defined and measurable goals. Preferable projects will be implemented in no more than an 18-month time frame. Preference will also be given to those projects that leverage multiple funding sources and that involve collaboration with CIRCA to address at least one of the following priority areas:

1. Develop and deploy natural science, engineering, legal, financial, and policy best practices for climate resilience;
2. Undertake or oversee pilot projects designed to improve resilience and sustainability of the natural and built environment along Connecticut's coast and inland waterways;
3. Foster resilient actions and sustainable communities - particularly along the Connecticut coastline and inland waterways - that can adapt to the impacts and hazards of climate change; and
4. Reduce the loss of life and property, natural system and ecological damage, and social disruption from high-impact events;

Application materials can be found on the CIRCA website: <http://circa.uconn.edu>.

## CT Department of Agriculture Farm Viability Grant

**Deadline:** November 14, 2016

**Background:**

The Farm Viability Grant (C.G.S. Sec. 22-26j) is a matching grant with a maximum award of \$49,999. The intent of the program is to provide matching funds to Connecticut municipalities, groups of municipalities, regional councils of governments, and/or agricultural non-profit organizations for projects that foster agricultural viability. Funded projects have included town-

owned farm improvements, efforts related to farmland preservation, farmers' market promotions, and a host of other efforts that foster agriculture viability.

The 2016 Farm Viability Grant Guidelines have been released on the Connecticut Department of Agriculture's website, [www.CTGrown.gov/Grants](http://www.CTGrown.gov/Grants). **Applications will be accepted from November 7-14, 2016.**

Workshops will be hosted on how to develop and write a competitive project plan in early October. More information will be posted online ([www.CTGrown.gov/Grants](http://www.CTGrown.gov/Grants)) in the coming week.

Questions regarding the grant can be directed to Jamie Smith ([Jamie.Smith@ct.gov](mailto:Jamie.Smith@ct.gov) or 860-713-2559).

### **Frequently Asked Questions**

*Who is eligible for the Farm Viability Grant (FVG)*

Non-profit organizations with an agricultural mission, municipalities, groups of municipalities, regional councils of governments organized under the provisions of sections 4-124i to 4-124p, inclusive, and groups of municipalities that have established a regional inter-local agreement pursuant to sections 7-339a to 7-339l, inclusive are all eligible so long as they're active for three years or more.

*What is maximum amount an applicant could be awarded?*

Up to \$49,999.

*Is there an applicant match involved?*

Yes. A 40% match must be provided. The match can be through cash or in-kind services.

*If I apply by the deadline, does it mean I'll be funded?*

No. This is a very competitive grant program. Applications are evaluated by a team of reviewers and is based on the project plan.

*How is the grant money paid to someone who's been awarded?*

Grantees may request an advance payment of up to 50% of the total award. The balance of the award will be provided **after** the project is successfully completed, a final financial report outlining all expenses associated with the project have been received and approved, a final project report has been received and approved, and site inspection by agency staff is conducted (if applicable.) For any building a certificate of occupancy must be obtained as well.

*What projects can the FVG grant money be used for?*

Projects which implement local land use or agricultural regulations, farmland protection strategies, provide educational workshops for farmers, fund advertising for local or regional agriculture, establish local farmers' markets, among others. More specific priority areas are outlined in the application guidelines.

*Can I purchase equipment with the grant?*

While it can vary, general purpose equipment - tractors, trucks, boats, etc. - are not an allowable purchase. However, each application and project is unique and **may** be considered. Equipment is an allowable match expense.

*Can I pay employees' salaries with the grant?*

Generally, grant funds cannot go toward the salaries of those already employed by the applicant to execute the project. Consultant expenses are allowable expenses. Salaries are an allowable match expense.

*Can I apply for grant funds for a project I've already done?*

No, you cannot have started any aspect of the project for which you're applying.

*How long do I have to complete the project?*

You will have one year from the time the contract is signed by the Attorney General's office.

*How do I apply for this grant?*

1. Review the grant application guidelines
2. Fill out the application cover page and budget forms in detail per the guidelines
3. Develop your project plan per the information provided in the guidelines
4. Submit the completed forms and project plan by email by the deadline

*Can I submit my application by mailing it to the Department of Agriculture?*

No, applications are only accepted by email.

*Can I view the application of an awarded project?*

No, we cannot share or distribute applications from projects that were awarded. Applications, which are primarily based on a business/project plan, are considered proprietary information and must remain confidential.

*Can someone from the Department of Agriculture help me write my business/project plan and complete the application?*

No, agency staff cannot be involved in the development of a business/project plan. Information is available above to help develop a successful application. The Connecticut Small Business Development Center, UConn Cooperative Extension, and Farm Credit East have varying resources to help you submit an application.

*What's the timeframe for the grant application and decision period?*

It'll be approximately eight weeks from the application deadline to when you're notified of the award outcome. The number of applications received greatly affects this timeline. Once notified of being awarded, it will be approx. 4-6 weeks before you receive your contract for signature. Once you send your signed contract back, it's another 4 weeks before the contract signing is complete and you can officially begin your project. This timeline can vary.

*Can I start the project as soon as I know that I've been awarded?*

No, you may not start the project until signatures of the grantee, Commissioner of Agriculture, and the Attorney General's office have signed the contract.

*If I've already received this grant in the past can I apply again?*

Yes. However, past performance and if you currently have an open grant contract will be taken into consideration.

## **Federal Emergency Management Agency Assistance to Firefighters Grants**

**Deadline:** November 14, 2016

**Background:**

The primary goal of the Assistance to Firefighters Grants (AFG) is to enhance the safety of the public and firefighters with respect to fire-related hazards by providing direct financial assistance to eligible fire departments, nonaffiliated Emergency Medical Services (EMS) organizations, and State Fire Training Academies (SFTA) for critically needed resources to equip and train emergency personnel to recognized standards, enhance operations efficiencies, foster interoperability, and support community resilience.

For more information, visit <http://www.fema.gov/welcome-assistance-firefighters-grant-program>. Questions can be directed to the AFG Program Help Desk at (866) 274-0960 or email [firegrants@dhs.gov](mailto:firegrants@dhs.gov).

NATIONAL RESOURCES & TECHNICAL ASSISTANCE FOR  
**TRANSIT-ORIENTED DEVELOPMENT**

# **Request for Transit-Oriented Development (TOD) Technical Assistance**

Year 2 (2016-2017)



## Summary

The Federal Transit Administration (FTA) in partnership with Smart Growth America (SGA) is offering to provide technical assistance to communities through the National Public Transportation/Transit-Oriented Development Technical Assistance (TOD Technical Assistance) Initiative to develop tools, guidance, and other resources for enhancing transit-oriented development (TOD) within transit corridors or around a public transportation station, and in economically distressed communities. Any unit or subdivision of state, regional, local, or tribal governments with an active federally funded transit capital project are eligible to apply.

## Purpose of the TOD Technical Assistance Initiative

The TOD Technical Assistance Initiative is a project of FTA that provides technical assistance and shares TOD expertise and resources with communities to better leverage federal investments. Through this project, FTA intends to provide real-time access to resources and hands-on/on-site technical assistance and outreach to communities through the development of tools, guidance, and other resources for enhancing TOD. The real-time access to resources is available through the website at [todresources.org](http://todresources.org).

This TOD Technical Assistance Initiative supports activities leading to improved access to public transportation, new economic opportunities, pathways to employment, and community revitalization of economically distressed communities. FTA defines “economically distressed” communities as areas with high rates of unemployment, low income per capita and/or special need circumstance, in accordance with the criteria set forth in section 301(a) of the Public Works and Economic Development Act of 1965, as amended (42 U.S.C. 3161).

As a national leader in the field, SGA possesses extensive experience working with communities to help them maximize transit investment by attracting development around transit and ensuring that the transit supports the entire community, regardless of income. SGA and affiliates (which include LOCUS, the National Complete Streets Coalition, the Smart Growth Leadership Institute, and T4A Technical Assistance), along with principal partner Enterprise Community Partners, is supported by a team of experts in delivering the TOD technical assistance.

## In-Depth TOD Technical Assistance Activities

In-depth TOD Technical Assistance will be provided to five (5) locations across the United States. SGA will assign a TOD Technical Assistance Team (Team) of experts to provide on-site assistance to successful applicants. The Team can help develop a framework for local community planning capacity; and identify issues, constraints, and opportunities related to TOD in either a segment of the transit corridor or a specified station area. In-depth TOD Technical Assistance can also include: conducting market analysis; providing informational resources, strategic consulting, helping draft local policy, and identifying local stakeholders for community engagement. Other examples of in-depth TOD technical assistance consists of on-site training and community outreach, remote support for policy development, and development of messaging materials. The duration of the in-depth TOD Technical Assistance can last up to one year, as appropriate. Only one transit corridor per application will be considered for TOD Technical Assistance.

Examples of possible deliverables obtained through the in-depth TOD Technical Assistance include:

- Community Design Charrette
- Community Workshop and Outreach
- Peer-to-Peer Exchange Network
- Station Area Market Assessment
- TOD Plan
- TOD Project Readiness Assessment

## Eligibility Criteria

To be selected for the in-depth TOD Technical Assistance, an applicant must meet the following criteria:

- I. Be an Eligible Applicant – Eligible applicants for TOD Technical Assistance include any unit or subdivision of state, regional, local, or tribal government. Although partnerships are strongly encouraged, a lead applicant must be designated. The lead applicant must include the relevant transit agency as an active partner in the TOD Technical Assistance, if the transit agency is not already the lead applicant. If the lead applicant does not control land use, the relevant land use authority also must be included as an active partner in the TOD Technical Assistance. Letters of commitment and support are required (see Question 11 below).
- II. Have an Eligible Transit Project – An eligible transit project is an “active” federally-funded transit capital project under chapter 53 of title 49, United States Code; flexible funding programs [Congestion Mitigation Air Quality (CMAQ) and Surface Transportation Block Grant Program (STBGP)] for transit capital under chapter 23 of title 149 United States Code, and/or chapter 23 of title 133 United States Code. Transit capital projects funded under the Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grant program are also considered as eligible. Under this criterion, a transit capital project that is awarded with federal funds from one of the above programs and is currently advancing towards full project implementation is considered “active”. An application must identify the transit corridor containing a description of the entire Eligible Transit Project.
- III. Station Area or Segment of the Transit Corridor – Applicants must choose to include either one segment of a transit corridor or one station area in the transit corridor for TOD Technical Assistance. Applications containing multiple corridors and/or multiple station areas will not be considered.

## No Cost Sharing or Matching Funds Required

FTA is providing the TOD Technical Assistance through SGA at no cost to successful applicants. There is no cost sharing or matching funds required from the successful applicant to be eligible for TOD Technical Assistance. However, each applicant must identify the staffing and facility resources that will be provided to ensure successful implementation of the TOD Technical Assistance.

## Evaluation and Selection Criteria

Applications for TOD Technical Assistance will be evaluated based upon the following criteria:

- I. *Statement of need* (20 percent) – A coherent and compelling statement of the challenges that require technical assistance, including federal, state, local or regional significance the technical assistance will address and its applicability to federal projects across the country. Demonstration of the applicant’s willingness and ability to make changes to land use, affordable housing, and other local policies, regulations, and ordinances will also be considered.
- II. *Commitment to equity* (20 percent) – Focusing technical assistance on economically distressed neighborhoods in which equitable TOD could minimize displacement of current residents, improve housing affordability, and/or where equitable TOD would expand access to job centers, education, medical services, and social services for low- and moderate-income households.
- III. *Strong leadership of the lead applicant* (20 percent) – Evidence of the following: 1) commitment of elected and appointed leaders to engage in TOD Technical Assistance activities and a commitment of senior staff to work with the Team with an explanation of their roles as well as their time commitment; and 2) strong organization, working relationships and partnerships between the lead applicant team senior staff, elected officials, local jurisdictional staff and community stakeholders. Senior staff should have direct reporting to governmental or agency leadership, such as the mayor’s chief of staff, city manager, planning director, transit general manager, or the Metropolitan Planning Organization director.
- IV. *Partnership and engagement* (20 percent) – A high level of engagement from partner agencies needed to make the TOD effective and equitable, including housing, economic development, and social service agencies. Partnership with local stakeholders, including business, philanthropy, civic and community groups, and equity interests.
- V. *Leverage and Commitment of Resources* (20 percent) – Evidence of: a.) The commitment of resources in the form of staffing, materials, facilities and/or funding from the local sponsors, philanthropy or other partners to support and magnify the work; b.) The extent to which the work will leverage other federal funding, private funding and technical assistance work. There is no cost sharing or financial matching requirement.

Other considerations will include: 1) Geographic diversity – The FTA and SGA will choose communities from a variety of states, regions, and communities; and 2) Community diversity – The FTA and SGA will choose communities of different sizes, economic conditions, and populations.

## Application Review and Selection Process

FTA and SGA will evaluate application requests that answer all components of the application form. FTA and SGA may contact the applicant during the application review process for any items requiring additional documentation for clarification purposes. The follow steps below provide a representation of the review process:

1. SGA and its project team will review each application for completeness.
2. A review committee comprised of FTA and SGA will review each application per the criteria listed above.
3. Applications that do not meet eligibility requirements will not be considered.
4. SGA will determine which applications best meet the selection criteria and recommend selection to FTA who will notify successful applicants.
5. Successful applicants will have 10 working days to respond back to FTA and confirm their interest in receiving TOD Technical Assistance.

## Application Request Submission

Requests for TOD Technical Assistance are due by 5 p.m. EDT Friday, October 7, 2016. Complete applications can be submitted [online at todresources.org](http://online.at.todresources.org) or you may download and email an application available from the website to [info@todresources.org](mailto:info@todresources.org). Applications received after the deadline will not be considered.

All questions or inquiries must be made in writing to [info@todresources.org](mailto:info@todresources.org). SGA's Team will respond promptly. Please do not contact other SGA staff regarding for TOD Technical Assistance inquiries.

## Upcoming Webinar

FTA and SGA will host a webinar on Wednesday, September 7, 2016 from 1-2 p.m. EDT to discuss the TOD Technical Assistance Initiative and the application request process. Register for the webinar at [bit.ly/tod-webinar](http://bit.ly/tod-webinar). All inquiries must be made to [info@todresources.org](mailto:info@todresources.org).

## Schedule for In-Depth TOD Technical Assistance

Activity	Date
Notice of application available for TOD Technical Assistance	August 23, 2016
Informational webinar	September 7, 2016
TOD Technical Assistance application deadline	October 7, 2016
Notification of Award for TOD Technical Assistance	To be announced

# Application Form

## I. Eligible Applicant(s)

Name of lead applicant:

Lead applicant government official or other individual authorized to enter into agreements:

Lead applicant main contact person name, email, phone:

Lead applicant organization's address, phone number, and website:

Lead applicant form of government (State, Regional, Local, Tribal):

Name of transit agency partner (if not lead applicant):

Name of other partner(s):

Name of other partner(s):

Name of other partner(s):

List all sources of federal funds for the Eligible Transit Project:

Does lead applicant have land use authority? (i.e., zoning and other entitlements)

Yes ☐ No ☐

If no, name of land use authority partner

## II. In-Depth TOD Technical Assistance Request

*Note: For the questions below, items 1 to 3 relate to the “eligibility” criteria referred to above. Items 4 to 11 relate to the selection criteria. Specifically, questions 4 to 6 relate to “statement of need”; 7 and 8 to “partnership and engagement”; 9 to “commitment to equity”; 10 to “leverage and commitment of resources”; and 11 to “strong leadership of the lead applicant”.*

1. Eligible Transit Project: Describe the transit project at the heart of the TOD technical assistance request. Please include in your response a description of the “active” federally-funded transit capital project eligible under chapter 53 of title 49, United States Code; flexible funding programs for transit capital under section 133 title 23 United States Code, and/or section 149 title 23 United States Code. Transit capital projects funded under the Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grant program are also considered as eligible. (Limit 500 words)

2. Transit Corridor: Define the transit corridor where the eligible transit project is located. A transit corridor or study area is the area surrounding the eligible transit project that is proposed to receive TOD Technical Assistance. Describe the geographic, demographic, and land use patterns surrounding the transit project. Include a detailed description of the economically distressed area? (Limit 500 words)

3. Prior Studies: Please list all prior TOD-related study(s) that have been completed for the transit corridor. Please include the sponsor and completion date of the prior study(s) and include the status of any current TOD-related studies for the transit corridor. (Limit 250 words)

4. Statement of Need: In plain English terms that would be generally understood by the public, please describe the TOD technical assistance that is needed in your community that would likely otherwise not occur without this technical assistance. Also, please describe the barriers or challenges that are currently in the transit corridor, which need to be addressed by the TOD Technical Assistance. (Limit 500 words).

5. Proposed In-Depth TOD Technical Assistance Activities: Describe the activities/tasks that you would like the technical assistance Team to perform and how those activities/tasks address the need identified in the Statement of Need described above? (For additional information, please refer to section above entitled “In-Depth TOD Technical Assistance Activities”) (Limit 250 words)

6. Deliverables: Based upon the proposed in-depth TOD Technical Assistance activities described above, please provide a list of deliverables with expected dates for the Team to complete the proposed TOD Technical Assistance. (Limit 250 words)



7. Partnership and Engagement: Describe the staff commitment the applicant group will provide to reinforce and enhance the technical assistance. (Limit 250 words)

8. Partnership and Engagement: Describe the involvement to date and future intended involvement of the business community, civic organizations, philanthropy, advocacy groups, the community, other stakeholders and the public post technical assistance. (Limit 250 words)

9. Commitment to Equity: How will the TOD Technical Assistance provided by the Team address issues of equity, economic opportunity, affordability, and potential displacement of residents and businesses in economically distressed communities? (Limit 250 words)

10. Leverage: What other federal, state, or local funding or assistance programs have been used or are being used in the same transit corridor where the Eligible Transit Project is located? (Limit 250 words)

11. Strong Leadership: Please identify the applicant's organizational support for the TOD Technical Assistance. Provide a letter of commitment signed by the local governmental jurisdiction (e.g.: mayor, county commission chair, city council or comparable elected leader), as well as from the Chief Executive Officer of the transit agency. Please also include a letter of support from the land use authority for the local jurisdiction involved in the application, if not already provided. The letter should state the commitment of local leaders to participate in the technical assistance and to implement any local initiatives that result from the TOD technical assistance offered.



## UPCOMING EVENT

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### **MUNICIPAL STORMWATER CONFERENCE**

Wednesday, October 19, 8:00 am to 1:30 pm  
Aqua Turf, Plantsville CT

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Speakers will update attendees on the requirements of the state Department of Energy & Environmental Protection's revised MS4 General Permit, including:

1. How the requirements have changed and what your community needs to do to comply;
2. Complying with new Illicit Discharge Detection and Elimination (IDDE) requirements;
3. New monitoring, screening, sampling and mapping requirements;
4. Developing public education and outreach materials;
5. How to incorporate Low Impact Development and other requirements in local ordinances; and
6. What other organizations are doing to assist municipalities in complying with the new requirements.

**Registration information will be available soon.**

For more information, contact COST's Outreach Coordinator,  
James Berardino at [jberardino@bryant.edu](mailto:jberardino@bryant.edu).

# EXECUTIVE DIRECTOR'S REPORT SEPTEMBER 2016 Ginny Kozlowski



## Business Recruitment, Retention

### Business Assistance

- Submitted OneSource database review finding to SCRCOG
- SeeClickFix User Conference 9/14 & 9/15
- Attended International Manufacturing and Technology Show in Chicago (largest manufacturing show in North America), 9/14 & 15
- Hosted Venture Clash participants

### Business Recruitment & Retention

- Distributed North Branford business survey to economic development staff/commissions
- We continue to work with an industrial manufacturer as they move from R&D to production. The company will be securing at least 10,000 of additional space within 60 days and immediately begin production. We've been working with this company for two years and helped them secure their current R&D space.
- Working with an ice cream startup to locate in New Haven
- New Venture Clash group from Ireland coming in for site visit

## Featured Development Site



80 & 90 North Main Street  
(Route 1), Branford, CT  
06405

- 1.27 acres for sale - 2 parcels
- 4,500 SF commercial/mixed use building on 0.58 acre parcel



New Haven hosted NEDA Annual  
Conference

September 11-13



Aer Lingus Fam Tour

September 28



9/26 Michelle Peluso  
VC @ Technology Crossover  
Ventures, Board Member: Nike, Exceo:  
Gilt, Exco: Travelocity, Excmo: Citi<sup>37</sup>

- NEDA Conference planning and event execution, September 11-13
- Hosted two international healthcare startups participating in CT Venture Clash

## Transit Oriented Development & Smart Growth

- Initiating a project with Tweed New Haven Airport, City of New Haven and a consultant to update the Air Service Development plan

## Brownfields

- Providing assistance to a former dry cleaning site for possible housing development on Dixwell Ave.

## Advocacy/New Legislation

- Scheduled to provide CEDS update to Commission on Economic Competitiveness on 9/27
- Human Trafficking Meeting (in conjunction with legislation passed last session)

## Regional Collaboration

- Partnering with the Greater New Haven Chamber of Commerce on CERC Celebrate CT program with the Hartford Business Journal. Will include a profile of the region, written by an HBJ reporter, to be distributed to attendees of Celebrate CT, 10,000 copies of the Hartford Business Journal Book of Lists and provided to REX as a single page PDF for ongoing use. Event to be held 11/30.
- 12/1 Shoreline Economic Outlook at Stony Creek Brewery

## Entrepreneurs & Startups

- Evening with Entrepreneurs with Governor Malloy and Commissioner Catherine Smith at the Connecticut Open (sponsored by UI), 8/24
- SB1 Planning Grant submitted to CT Next

## Align Education to Business Growth

- Internship update—5 candidates have been placed
- Meeting with Connecticut Innovations and Southern Connecticut State University on Technology Talent Bridge opportunities for the region
- Submitted support letter for CHAMP Workforce Alliance Grant

**REDFO**

September 23  
Usha Pillai



Bio Strategist

Connecticut's Bioscience Outlook  
and Update

## Visitor Newsletter Features

- Guilford Fair
- New Haven Grand Prix
- Hamden Restaurant Week
- Regional Fairs & Festivals
- Odyssey
- New Haven Road Race
- New Haven Jazz Festival
- Local Visitors Centers

## Media

### Inquiries:

- AAA Journeys: Annual Update
- Group Tour Media: Itineraries
- AAA World: Burgers & Brews

### Hits:

- Travel with Kal WLIS/  
WMRD: Guilford Fair

## Community Outreach

- Milford Progress Inc.
- GNHCC: Governmental Affairs Committee
- RLC/CEO event at Connecticut Open
- Mayor's Luncheon at Connecticut Open
- DECD event at Connecticut Open
- Town Green Board of Commissioners Meeting
- GNHCC: Economic Development Council

## Tourism

- 8/23 - Yale Graduate Fair, Yale University
- 8/26 - CT Tourism Coalition Meeting
- 8/30 - Regional Tourism Discussion, at SCRCOG- attending Branford, New Haven, North Branford, North Haven, Orange, West Haven
- 9/6 - 9/9 - NEDA goody bag participation from regional partners: 3 Branford breweries, Subway, IT Ropes Course, PEZ, CT Open, Shoreline Trolley, Tweed, UIL, Comcast
- 9/7 - CT Human Trafficking Council Meeting
- 9/8 - Visit New Haven Brochure Swap, at SCRCOG
- 9/11 - 9/13 Northeastern Economic Developer Association Annual Meeting, Omni - 150 overnights
- 9/14 - See Click Fix User Summit Luncheon, New Haven - 50 overnights
- 9/15 - CT Human Trafficking Council Meeting
- 9/16 - New Haven Grand Prix, downtown New Haven
- 9/19 Milford Sunshine Bus Group - 25 overnights
- Elimination of Central Regional Tourism District completed
- 10/15—Amistad Homecoming

## Implementation Funding

- Agreement with SCRCOG to provide tourism services for the region
- Contract with the City of New Haven for website consulting services
- EDA Capacity Building Grant Submitted

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