

WOLCOTT TOWN COUNCIL

Regular Meeting

Tuesday, October 18, 2011

Council Chambers, Wolcott Town Hall

7:30 p.m.

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MINUTES

Note: These are summary minutes; a tape recording of this meeting is on file in Commission Secretary's Office in Wolcott Town Hall.

Chairman Santogatta called the meeting to order at 7:30 p.m. with the Pledge of Allegiance, and attendance was taken.

MEMBERS PRESENT: Chairman Michael Santogatta, Vice-Chairman Steven Olmstead, Michael Bokon, Gale Mastrofrancesco, Charles Marsella, Rachel Wisler, Michael Perrone, David Valletta, and Francis Masi

MEMBERS ABSENT: None

ALSO PRESENT: Mayor Thomas Dunn; Linda Bruce, Municipal Finance Officer; Brian Tynan, Town Attorney; Cheryl Brundage, Assistant Tax Collector; Meghan Kelly; Michael Cantor

APPROVAL OF MINUTES:

- **Regular Meeting – October 4, 2011**

Upon **MOTION** by Charles Marsella, seconded by Michael Perrone, it was unanimously voted to **approve** the minutes of the Regular Meeting held on October 4, 2011, with the following amendments: Page 4, 3rd line under 'Volunteer Ambulance'; **strike** the word 'we' and **add** the word 'be' following the word 'will' {Also, they ~~we~~ will **be** holding}.

Upon **MOTION** by Charles Marsella, seconded by Michael Perrone, it was unanimously voted to **suspend the rules** and invite the Mayor up to make a presentation and recognize a taxpayer.

- **Recognition of Meghan Kelly**

Mayor Dunn introduced Meghan Kelly who came forward. Ms. Kelly proceeded to explain a fundraiser that she did this summer; making potholders to raise money for the food pantry. She presented a donation of \$200.00 to Mrs. Helen Donovan at the 'Fill the Gazebo' fundraiser. A brief question and answer period followed, after which Council members thanked her and commended her efforts.

TAXPAYERS' TIME: (Limited to Items on the Agenda)

1. **Michael Cantor, of 7 Ledgebrook Drive**, came forward and urged the Council to approve his road this evening. He noted that he and his neighbors

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have been waiting quite a long time for this, and they would appreciate it being approved tonight.

CORRESPONDENCE (on file):

1. Letter dated October 6th from Police Chief Edward Stephens regarding the ceremony for Sergeant Dressel's promotion
2. Letter dated October 12th from Town Attorney Brian Tynan regarding the Acceptance of Woodberry Court and Ledgebrook Drive
3. Letter dated September 29th from the Office of the Tax Collector regarding Motor Vehicle "Pilot Program" (previously sent on 9-29-11)
4. Proposed ING Trust Agreement
5. Proposed ING & Morningstar Associates Portfolio Blueprint Service Agreement (separate email attachment)
6. Board of Education Year to Date Budget Report dated 09-30-11
7. Town of Wolcott Expenditure Report, Revenue Report, & Trial Balance, for month ending 09-30-11
8. Copy of letter dated October 13th to Peter Parks, from Mayor Dunn regarding his reappointment as Building Inspector

MAYOR'S REPORT:

Mayor Dunn came forward and reported the following:

- He met with Webster Bank representatives regarding the closing of the Meriden Road branch; only 12% of the customers were going inside; a permanent ATM will remain at the site;
- The new Town of Wolcott website has been launched; it is still under construction with new information being added; www.wolcottct.org
- The new Senior Bus arrived last week

A brief question and answer period followed with respect to the above items.

Discussion followed with respect to the following:

- Completion of recent road paving and reconstruction that is not included in the bond package; Mayor Dunn advised that they will try to get some more done while the weather permits; It was requested that the Mayor

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furnish the Council with a list of the roads that have been completed to date, as well as roads that are in the works, out of this year's operating budget, aside from the bonding package;

- A lot of activity on Longmeadow Drive and Beach Road areas; people are reporting a lot of foot traffic and items being stolen; Mayor Dunn stated that he will request more police activity in those areas;
- Bids are in for Tosun Road & Nutmeg Valley Road project; bid has not yet been awarded; Cocchiola Paving came in as the lowest bidder; the drainage will be addressed first; paving will not happen until next year;
- The closing of Webster Bank will not affect tax revenue

FINANCE OFFICER'S REPORT/TRANSFERS:

Linda Bruce came forward and reported the following:

- A FEMA representative traveled throughout the town on October 12th who inspected road damage, reviewed the accumulated debris, and measured tree stumps from trees that were removed due to the damage from Tropical Storm Irene;
- They will be required to complete five or six separate applications for FEMA reimbursement; debris removal, which includes the accumulated brush and grinding tree stumps, emergency work & services, road repair (Longmeadow & Central) & administrative costs
- They already submitted \$72,370.73 for emergency services prior to and during the storm; they are currently working on debris removal; labor and equipment use for this category totals \$52,582.27; brush removal and stump grinding will be added to this;
- The major road restoration has an 18 month time period for completion; The Town has to follow their timeline and guidelines;
- They are now purchasing office supplies from a CT DAS (Dept. of Admin. Services) supplier, which is a purchasing portal for the State; there could be an expected cost reduction of 20% to 25%; the vendor is Suburban Stationers
- They continue to work with BlumShapiro to finalize the 2010-2011 audit

Chairman Santogatta referenced the financial reports, and commented that the only thing that seems to be glaring on the revenue side is the income from the Town Clerk; they're about 25% into the fiscal year and collections of the estimated revenues are only at about 12%. Mrs. Bruce stated that hopefully in the spring it will pick up, and noted that she really did not expect anything that was going to be better than last year.

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SUB-COMMITTEE AND LIAISON REPORTS:

There were no reports.

UNFINISHED BUSINESS:

- **Building Committee Appointments:** (Walking Trail at Scovill's Reservoir, Road Reconstruction, School Upgrades, Waterlines, Fire Truck)

Upon **MOTION** by Francis Masi, seconded by David Valletta, it was unanimously voted to **appoint** the following individuals to the Building Committee for the Walking Trail at Scovill's Reservoir:

Mike Perrone, Town Council Liaison

1. **Steven Lagasse**
2. **Michele Cordeau**
3. **Ronald Cordeau**
4. **Jack Kirschbaum**
5. **Michael DeNegris**
6. **Michael Brennan**

Upon **MOTION** by Francis Masi, seconded by Rachel Wisler, it was unanimously voted to **appoint** the following individuals to the Building Committee for Road Reconstruction:

1. **Amber Saleh**
2. **Rene Wisler**
3. **William Ockenfels**
4. **Michael Marcelynas**

It was noted there is one vacancy on the above Committee.

Upon **MOTION** by Francis Masi, seconded by David Valletta, it was unanimously voted to **appoint** the following individuals to the Building Committee for the School Upgrades (Gym Floor, Fire Alarms, Bleachers):

1. **Art Lerz**
2. **Joseph Monroe**
3. **Todd Bendtsen**
4. **Michael Carrah**
5. **James Cosgrove**

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Upon **MOTION** by Francis Masi, seconded by Charles Marsella, it was unanimously voted to **appoint** the following individuals to the Building Committee for the Fire Truck:

1. **Deputy Chief Steven Valenti**
2. **Captain Gerald Donorfio**
3. **Lt. John Dalnegro**
4. **Bruce Cyr**
5. **Glenn Meier**
6. **Randy Watts**
7. **Mike Valenti**
8. **Rich Torres**

Chairman Santogatta referenced the Building Committee for the Waterlines, and advised that the Council agreed that this will be handled through the Sewer & Water Commission, who can give periodic reports to the Town Council.

Chairman Santogatta next appointed Rachel Wisler as the Town Council Liaison to the Building Committee for Road Reconstruction.

NEW BUSINESS:

Upon **MOTION** by David Valletta, seconded by Michael Bokon, it was unanimously voted to **change the order of business** so that the first item on the agenda under new business becomes the second, and the second item becomes the first.

- **Discussion & Possible Acceptance of Woodberry Court & Ledgebrook Drive**

Attorney Tynan came forward and referenced the letter that he submitted in the Council packets regarding this matter (**see attached**). Both roads are located in the Forest Hills subdivision off of South Colman Road. He proceeded to explain the road approval process and noted that this was delayed mostly due to clearing the title to property on which the roads are constructed on. At this time, all of the appropriate paperwork and bonds are in place, and he would recommend that the Council accept the roads as town roads.

Upon **MOTION** by Rachel Wisler, seconded by Michael Bokon, it was unanimously voted to **accept** Woodberry Court & Ledgebrook Drive as Town Roads.

- **Discussion & Possible Action on Motor Vehicle 'Pilot Program'**

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Cheryl Brundage came forward and referenced the memo and draft agreement that was submitted in the Council packets, which outlines the program in detail (**see attached**). Mrs. Brundage noted that the Dept. of Motor Vehicles has phased out the ability to renew motor vehicle registrations in person; it is handled through the mail only. If a person has a delinquent tax bill, they are 'red flagged' and cannot renew any vehicle. This pilot program would allow a person with a delinquent tax bill to come to the Town Hall to pay it, and in turn, they would be able to receive a temporary vehicle registration, upon the condition that their registration is due to expire within 10 days or is no later than 25 days overdue. She added that the start date of the program which was November 1st has been changed; it probably will not start until December.

A question and answer period followed with respect to the program in general. In addition, specific questions and concerns were addressed with respect to the draft agreement, most notably in regard to the Indemnification section on page 11.

Mrs. Brundage explained that this is only a draft agreement and that the Connecticut Tax Collector's Association is still reviewing the agreement with their attorneys and the DMV. She will submit new information to the Council as it becomes available.

Upon **MOTION** by Rachel Wisler, seconded by Gale Mastrofrancesco, it was unanimously voted to **table** "Discussion & Possible Action on Motor Vehicle 'Pilot Program'".

- **Discussion & Possible Action on ING Trust Agreement**

A **MOTION** was offered by Michael Perrone, seconded by Rachel Wisler, to **authorize** the Mayor to execute the ING Trust Agreement (on file).

Mr. Perrone pointed out that this item, as well as the next item on the agenda, are both related to the new Defined Contribution Pension Plan which is, in essence, a 401(k) plan. Mr. Perrone thanked Mrs. Bruce who did a tremendous job and the bulk of the work in getting this accomplished. He also thanked the members of the Finance Sub-Committee who met on several occasions. The plan will now be offered to all new Town employees. The new plan relieves the Town of any fiscal responsibility in maintaining a pension. The Town will not see any significant savings for many years to come, but it will ultimately save the Town money. Mr. Perrone next detailed the timeline of events with respect to the start and end of this process. A brief question and answer period followed.

Chairman Santogatta next called for a vote, at which time the above motion **carried** unanimously by voice vote.

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- **Discussion & Possible Action on ING & Morningstar Associates Portfolio Blueprint Service Agreement**

Upon **MOTION** by Michael Perrone, seconded by Gale Mastrofrancesco, it was unanimously voted to **authorize** the Mayor to execute the ING & Morningstar Associates Portfolio Blueprint Service Agreement (on file).

ITEMS FOR NEXT AGENDA:

Chairman Santogatta advised that if anyone has any items to please contact himself or the Clerk.

TAXPAYERS' TIME:

No taxpayers came forward.

ADJOURNMENT:

Upon **MOTION**, by Rachel Wisler, seconded by Charles Marsella, it was unanimously voted to **adjourn** the meeting at 8:25 p.m.

APPROVED:

Elizabeth Gaudiosi, Secretary
WOLCOTT TOWN COUNCIL

Michael J. Santogatta, Chairman
WOLCOTT TOWN COUNCIL

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October 12, 2011

Chairman Michael Santogatta
Wolcott Town Hall
10 Kenea Avenue
Wolcott, CT 06716

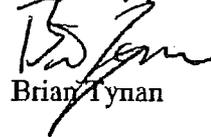
RE: Acceptance of Ledgebrook Drive and Woodberry Court

Dear Chairman Santogatta and Members of the Wolcott Town Council:

On June 15, 2011 the Wolcott Planning and Zoning Commission approved the above referenced roads as constructed with necessary improvements. The Planning and Zoning Commission has requested that a maintenance bond be put into place as is its custom. I have verified with the Treasurer's office that this bond is indeed in place. I have requested numerous times from the developer's attorney, releases of mortgages and/or liens on the property. I have finally received all of the necessary releases. The proposed deed and releases are satisfactory to me and therefore at this time I would request that the Town Council approve Woodberry Court and Ledgebrook Drive as Town roads so that the taxpayers can get the usual Town services. Therefore would you please place this on your next available agenda for discussion and possible action.

Thank you very much for your attention to this matter.

Very truly yours,


Brian Tynan

BT/an

OFFICE OF THE TAX COLLECTOR

Town of Wolcott Tax Office

Town Hall – 10 Kenea Avenue

Wolcott, CT 06716

(203) 879-8100

To: Thomas Dunn, Mayor
Michael Santogatta, Chairman Wolcott Town Council
Linda Bruce, Municipal Finance Officer
Brian Tynan, Town Attorney

From: Lorraine McQueen, Tax Collector
Cheryl Brundage, Asst Tax Collector

Date: September 29, 2011

Re: Motor Vehicle “Pilot Program”

The Town of Wolcott has been invited to be one of five municipalities to participate in a new pilot program with the State Department of Motor Vehicles to assist our mutual constituents in obtaining temporary vehicle registration extensions when delinquent taxes are owed. It is scheduled to begin on November 1, 2011. We will be participating with the towns of Cromwell, Canton, East Hartford and Norwich. The implementation date may change; we will update you as we receive any new information.

With the numerous changes at DMV all registration renewals must be mailed in. This pilot program with selected municipalities will allow registrants to go to their local tax collector’s office to be issued a temporary registration extension, for a period of 10, 20 or 30 days, for passenger vehicles only and in those cases where the registrant owes back taxes and is in danger of running out of time to renew their registration by mail. If the taxpayer is more than 25 days late with a registration renewal they will be required to deal directly with DMV’s customer service center.

The intent is to encourage taxpayers to drive legally by not ignoring the fact that an extension of time is needed to allow for the processing of a mailed in registration; to encourage the taxpayer to resolve their back tax issues with the town and to allow the town to provide an additional customer service feature to its residents.

The town will collect all outstanding motor vehicle taxes due to Wolcott in certified funds prior to issuing the extension. The town will receive a fee of \$21 for each ten day extension, \$42 for each 20 day extension and \$63 for each 30 day extension that is issued which would provide us unanticipated revenue.

The town will be responsible for daily reporting to DMV of all temporary extensions issued and provide each taxpayer who receives an extension with a document to provide to law enforcement in the event they are stopped prior to DMV records being updated.

There are numerous other responsibilities relative to this program, but the staff of the Tax Collector’s office is confident we can provide this service to our taxpayers and make this program work.

We are looking forward to being able to provide to our taxpayers a service that they may find useful, in light of the fact that the DMV branches have transitioned away from dealing with registration renewals on site.

We ask for your consideration and ultimately your approval to allow us to proceed with this program. A draft agreement has been discussed and is attached for your review.

DRAFT

Department of Motor Vehicle Temporary Registration Extension Pilot Program September 2011

The Department of Motor Vehicle in assistance with the municipalities of Canton, Cromwell, East Hartford, Norwalk and Wolcott will pilot a program to assist registrants with their registration renewal when delinquent taxes are owed.

The participating municipalities will be authorized, by the Commissioner of Motor Vehicles, to issue a Temporary Registration Extension document when presented with full payment of their taxes owed to the issuing municipality. This document will extend the registration for a period of 10 to 30 days.

Who will qualify for a "Temporary Registration Extension"?

Only Passenger Registrations qualify.

The taxes must be paid in full in the municipality issuing the extension.

The original registration must be expiring within 10 days of paying their taxes or already expired.

The original registration cannot have been expired beyond 25 days.

What are the municipality's responsibilities?

Municipality DMV tax files must be updated at least every two weeks.

Determine if an extension is allowable.

Research if taxes are owed in other municipalities.

Document other municipalities who are owed taxes on extension form.

Determine how many days the customer may need 10, 20, or 30 days.

Fill out the Temporary Registration Extension form completely, including the town stamp.

Collect extension fees.

Assist customer in sending their registration renewal to the DMV lock box.

Assist customer in determining if they owe a registration renewal late fee.

Fill out manual lock box renewal form if the registration renewal stub is missing.

Record extension's issued on a daily log sheet.

Submit daily log sheet to DMV at the close of each business day.

What is DMV's responsibility?

Update their registration database, with the new expiration date, in the AM following the receipt of the daily log sheet.

Provide municipalities with all supplies needed for the program.

Supplies needed:

Temporary Registration Extension forms.

DMV Lock Box self addressed return envelopes.

Manual Lock box renewal form (to be used when the customer does not have their registration stub)

**AGREEMENT BETWEEN
THE CITY/TOWN OF _____
AND
THE DEPARTMENT OF MOTOR VEHICLES REGARDING THE ISSUANCE OF A
TEMPORARY REGISTRATION EXTENSION**

This Agreement is entered into by and between the city, town, borough or taxing district (pick one) of _____, Connecticut, ("City/Town") acting herein by and through, name _____, title _____ duly authorized, and the State of Connecticut Department of Motor Vehicles, hereinafter referred to as "DMV", acting herein through Melody A. Currey, its Commissioner under the authority of sections 25 and 26 of Public Act 2011-48 ("PA 11-48") and sections 4-8, and 14-3 of the Connecticut General Statutes, as amended.

PURPOSE: The intent and purpose of this Agreement is to establish the terms, conditions and safeguards under which a Connecticut city, town, borough or taxing district is authorized to issue temporary registration extensions for passenger motor vehicles on behalf of DMV, in accordance with section 26 of PA 11-48 and subsection (i) of section 14-12 of the Connecticut General Statutes ("CGS"), as amended by section 25 of PA 11-48.

UNDERSTANDING: It is understood that C.G.S. section 14-33 requires the DMV to withhold a registration renewal for any motor vehicle for which it receives notice from a city, town, borough or taxing district that: 1. Amounts are owed for delinquent motor vehicle property taxes; 2. Fines are owed from more than five delinquent parking tickets. DMV and City/Town agree that to facilitate the payment of delinquent taxes and fines, and to simplify the registration process, City/Town will issue temporary registration extensions as authorized in C.G.S. section 14-12(i), as amended by section 25 of PA 11-48, to persons whose registrations have been denied due to delinquent motor vehicle property taxes or unpaid fines, and who have made full payment for the amounts owed.

NOW, THEREFORE, the (title) _____ of _____ and the Commissioner of Motor Vehicles hereby agree on behalf of their respective departments as follows:

1. The City/ Town shall designate the office of the tax collector to be responsible for issuing temporary registration extensions in accordance with PA 11-48 to persons whose registration renewals have been or will be denied;
2. The City/Town acknowledges that its office of the tax collector is a member of the Connecticut Tax Collectors' Association ("CTCA") and participating in CTCA's DMV Direct on-line access program;
3. The City/Town may only issue temporary registration extensions to persons whose registration renewals are blocked due to delinquent motor vehicle property taxes or unpaid fines for more than five parking violations in accordance with C.G.S § 14-33 as amended by section 26 of PA 11-48, and

- who have made full payment to the City/Town for the amounts owed to the City/Town issuing the temporary registration;
4. The City/Town acknowledges that it must notify DMV every two weeks of all persons with registration renewals that are blocked due to delinquent motor vehicle property taxes or unpaid fines for more than five parking violations in accordance with C.G.S § 14-33 who have made full payment to the City/Town;
 5. The City/Town may only issue temporary registration extensions to persons with passenger vehicle registrations that are unexpired or that have expired within the previous twenty-five (25) days from the date of application for temporary registration extensions.
 6. The registrant shall apply for a temporary registration extension on an application form to be provided by the DMV to the City/Town. Each registrant shall be required to sign the application form, and the tax collector shall place his or her town seal or stamp in the designated area. City/Town shall provide one copy of the completed form to the registrant.
 7. The City/Town shall also record each temporary registration extension on a Temporary Registration Daily Log Sheet ("Log Sheet"), which shall conform to the requirements set forth in Exhibit A, at the time such extension is issued. The Log Sheet shall be transmitted to DMV at the end of each business day in such manner as the DMV directs.
 8. The City/ Town shall keep the application forms for registration extensions in a secure location and agrees to notify DMV within 24 hours of the discovery of any missing forms;
 9. Temporary registration extensions shall be provided in ten (10) day increments up to a total of thirty (30) days, which time is to be determined by the registrant and the tax collector. In no case shall an extension go beyond thirty (30) days from the registration expiration date. All registration extensions must begin on and be calculated from the first day following the original expiration date regardless of the date the extension is issued;
 10. The City/Town shall charge and retain the fee authorized in subsection (n) of CGS Sec. 14-49 for each ten (10) day temporary registration extension issued;
 11. The DMV shall provide the City/Town with pre-printed envelopes in which to mail the final registration documents to DMV for each registrant who has been issued a temporary registration extension. The City/Town shall mail the final registration documents, registration fees and any late fees, if applicable, to the DMV on behalf of the registrant, or shall provide a pre-printed envelope to the registrant to in which to mail final registration documents and fees.
 12. In the event that the registrant does not have possession of his or her final registration documents, the City/Town may issue a temporary registration extension for such registrant, and shall immediately notify the DMV that such person is not in possession of his or her registration documents. The DMV shall send final registration documents to the registrant;

13. The City/Town, in cooperation with the DMV Property Tax unit, shall attempt to resolve tax issues with DMV when a registrant has an address that is not located in such City/Town;
14. The City/Town shall make every attempt to assist registrants to resolve motor vehicle property tax issues in other municipalities;
15. The City/Town shall post notices in its tax office informing customers that registrations renewals will not be processed by DMV branch offices;
16. DMV shall update each registration record for which a temporary registration extension has been issued by City/Town within 48 hours of receiving the information from the City/Town;
17. DMV shall have the right to inspect, review and audit all records on the premises of the City/Town. The City/Town shall maintain, at all times, the highest degree of security over the personal information retained and shall take all necessary steps to prevent the divulgence or use of such information in any form or manner not permitted by this Agreement. Said security shall include the keeping of such information in a controlled access area. The City/Town's storage arrangements and records shall be subject to inspection by a representative of the DMV;
18. The City/Town will not use the registration extension information for any purpose other than the purpose specified, nor will the City/Town allow or permit others to use such information for any purpose whatsoever. The City/Town represents and warrants that its sole use of the registration extension program and information obtained is to assist registrants with outstanding tax and parking ticket violation issues related to their registration renewals. If the DMV becomes aware of any other use by the City/Town, it shall have the right to terminate this Agreement immediately upon written notice to the City/Town, and may also report the facts within its knowledge to any prosecuting authority;
19. By entering into this Agreement, City/Town warrants that it will comply fully with the provisions of section 14-10 of the Connecticut General Statutes, as amended, and the federal Driver's Privacy Protection Act, 18 U.S.C. 2721, et seq., as amended and all other applicable laws and regulations governing access to and disclosure and use of motor vehicle records and the personal information contained therein. City/Town shall not access, use or disclose the personal information from motor vehicle records for any purpose other than to issue temporary registration extensions in accordance with this Agreement. City/Town acknowledges that it is restricted from re-disclosing personal information to the same extent that DMV is restricted under section 14-10(g). "Personal information" is defined as information that identifies an individual, including an individual's photograph or computerized image, social security number, driver identification number, name, address other than zip code, telephone number and medical or disability information.
20. This Agreement may be subject to the provisions of Section 36a-701 (b) of the Connecticut General Statutes, as amended, regarding notification to consumers

of security breaches, and related matters as stated in the cited laws. The City/Town represents that it has knowledge of the terms and laws and if applicable, will take all actions required in the event that circumstances occur that impose obligations on the City/Town;

21. This Agreement shall not be effective until approved as to form by the Attorney General of the State of Connecticut;
22. This Agreement shall not be assigned by the City/Town;
23. DMV and the City/Town agree that each shall be responsible for all of its respective expenses and any liabilities that may be incurred with respect to any aspect of this Agreement or performance hereunder;
24. The City/Town agrees to the provisions of Exhibit B attached hereto regarding nondiscrimination, affirmative action, executive orders and additional terms and conditions.
25. Amendments or additions to this Agreement must be mutually agreed upon and shall be made only in writing, duly executed by both parties;
26. This Agreement shall remain in effect until cancelled at any time by either party, without liability of any kind, upon (30) days' written notice to the other;
27. The parties agree that this Agreement and the interpretation of all its provisions shall be governed by the laws of the State of Connecticut;
28. This Agreement contains the entire agreement between the parties concerning the subject matter hereof, and supersedes any previous understandings, presentations, commitments or agreements, oral or written, relating hereto.

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

Reviewed by _____
DMV Legal Department

Date: _____

State of Connecticut
Department of Motor Vehicles

By: _____
Melody A. Currey
Commissioner

Date: _____

City/Town

By: _____
Name
Title

Date: _____

Approved as to Form
Attorney General

By: _____

Date: _____

EXHIBIT A

1. The City/Town shall submit a daily list, in excel format, of all temporary registration extensions issued by the City/Town to DMV. The list shall include the license plate number, registrant first and last name, address on record, registration expiration date, registration extension date, etc. as directed by DMV;
2. DMV will provide the City/Town with access to a centrally located secure server to download its daily list of registration extensions; and
3. All lists of registration extensions issued by the City/Town shall be the property of DMV.

Exhibit B

References to "contract" shall mean this Agreement and references to "contractor" shall mean "the City/Town".

Non-Discrimination

1. Non-discrimination

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, 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. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, 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; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

- (b) If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small Contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (d) 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.
- (e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The Contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
 - (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and

that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.

- (h) The Contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "Contractor" includes any successors or assigns of the Contractor, "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, "contract" does not include a contract where each Contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

The Americans with Disabilities Act

The Contractor represents that it is familiar with the terms of the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq., and that it is in compliance with the law. Failure of the Contractor to satisfy this standard either now or during the term of the Agreement as it may be amended will render the contract voidable at the option of the State upon notice to the Contractor. Contractor warrants that it will 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 Act.

Executive Orders

The Agreement is subject to the provisions of Executive Order No. Three (3) of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen (17) of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, Executive Order No. Sixteen (16) of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006 concerning contracting reforms, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth herein. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

Sovereign Immunity

The Parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided to the State of Connecticut by Federal law or the laws of the State of Connecticut 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 this Agreement. To the extent that this provision conflicts with any other provision, this provision shall govern.

Termination for Convenience

Notwithstanding any provision or language in this Agreement, the State may terminate this Agreement whenever the Commissioner determines, in the Commissioner's sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination specifying the extent to which its performance under the Agreement is to be completed prior to the effective date of termination. Such action shall in no event be deemed to be a breach of contract by the State. Upon receiving such notice from the State, the Contractor shall undertake all commercially reasonable efforts to mitigate any losses or damages.

Upon termination of this Agreement, all rights, duties and obligations under this Agreement shall be null and void, so that no party shall have any further rights, duties or obligations to any other.

Indemnification

(a) 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 (1) actions, suits, claims, demands, investigations and proceedings pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this Agreement, including the acts of commission or omission (collectively, the "Acts") of the Contractor or of any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the Contractor is in privity of oral or written contract (collectively, "Contractor Parties"); and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Agreement. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section.

(b) 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.

(c) The Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of this Agreement, 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 contributed to the Acts giving rise to the Claims.

(d) The Contractor shall carry and maintain at all times during the term of this Agreement, and during the time that any provisions survive the term of this Agreement, sufficient general liability insurance to satisfy its obligations under this Section. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the certificate of insurance to the State no later than ten (10) business days from the effective date of this Agreement.

(e) The rights provided in this Section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(f) This Section shall survive the expiration or early termination of this Agreement, and shall not be limited by reason of any insurance coverage.

Applicable Law; Venue

This Agreement shall be deemed to have been made in, and shall be interpreted under and governed by the laws of the State of Connecticut, without giving effect to its

principles governing conflict 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 of 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.

Tangible Personal Property

The Contractor on its behalf and on behalf of its Affiliates shall comply with the provisions of C.G.S. section 12-411b, as follows:

- (1) For the term of the Agreement, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the C.G.S. for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Agreement, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
- (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Agreement shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

For purposes of this section of this Agreement, the word "Affiliate" means any person, as defined in section 12-1 of the C.G.S. that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the

right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of the Act.

Policy on Security for Mobile Computing and Storage Devices

By entering into this Agreement, the Contractor agrees and warrants that it is subject to and will comply fully with the State of Connecticut Policy on Security for Mobile Computing and Storage Devices dated September 10, 2007.

Campaign Contribution Restrictions

The Contractor and its Principal(s) shall comply with C.G.S. section 9-612, as amended by P.A. 07-1, and for purposes of this Agreement with the DMV which is a "State Agency" as defined in section 9-612 (g)(1) (B), the Contractor and its Principal(s) shall not make or solicit a contribution to, or solicit contributions on behalf of, a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer.

The contributions or solicitations for contributions which this section prohibits are those to the following for the above-stated offices:

- a) an exploratory committee or candidate committee;
- b) a political committee authorized to make contributions to or for the benefit of a candidate;
- c) a party committee.

For purposes of this section, "Principal" of a Contractor means (i) any individual who is a member of the board of directors of, or has an ownership interest of five percent 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 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 (as defined in subsection (g) (1) (G) of this section) 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 non-profit organization that is the state contractor or prospective state contractor.

If the Contractor or Principal of the Contractor makes or solicits a prohibited contribution as herein specified, as determined by the State Elections Enforcement Commission (SEEC), the State may void the Agreement, and the State shall not award the Contractor a state contract or an extension or an amendment to a state contract for one year after the election for which such contribution is made or solicited, unless the SEEC determines that mitigating circumstances exist concerning such violation, or in the event that no violation has been deemed to have occurred due to the return of a contribution in the manner specified in C.G.S. section 9-612(g) (2) (C).

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the SEEC's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. (SEEC Form 11 is attached as Exhibit C)

EXHIBIT C

SEEC FORM 11

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 9-612(g)(2), as amended by P.A. 07-1, 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 Ban

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, or solicit contributions 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; In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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.

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—\$2000 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 \$2000 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 \$5000 in fines, or both.

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

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 or a loan to an individual for other than commercial purposes. "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.