

# Town of Colchester, Connecticut

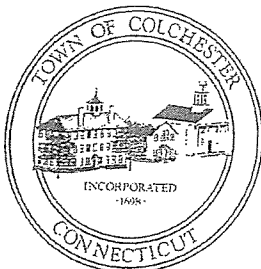
127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda  
Regular Meeting @ 7:00 PM  
Thursday, September 18, 2014  
Colchester Town Hall  
Meeting Room 1**

RECEIVED  
COLCHESTER, CT  
2014 SEP 12 AM 11:15  
FANCY A. GRAY  
TOWN CLERK

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the September 4, 2014 Board of Selectmen Regular Meeting
4. Citizen's Comments
5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
  - a. Fair Rent Commission – Christina Maher to be interviewed
6. Budget Transfers
7. Tax Refunds & Rebates
8. Tax Collector Update
9. Discussion and Possible Action on Exemption for Horses and Ponies
10. Discussion and Possible Action on Youth Services substance abuse counseling services
11. Discussion and Possible Action on Senior Center Lease Agreement
12. Discussion and Possible Action on Clean Energy Communities Pledge
13. Discussion and Possible Action on Emergency Management Performance Grant
14. Citizen's Comments
15. First Selectman's Report
16. Liaison Reports
17. Executive Session to Discuss Contract Negotiations
18. Executive Session to Discuss a Personnel Matter
19. Adjourn





# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Board of Selectmen Minutes  
Regular Meeting Minutes  
Thursday, September 4, 2014  
Colchester Town Hall – 7:00 PM  
Meeting Room 1

RECEIVED  
COLCHESTER, CT  
2014 SEP -9 AM 8:54  
NANCY ABRAY  
TOWN CLERK

**MEMBERS PRESENT:** First Selectman Stan Soby, Selectman Denise Mizla, Selectman Bill Curran and Selectman K Frantzen. Selectman Rosemary Coyle was present via teleconference.

**MEMBERS ABSENT:** none

**OTHERS PRESENT:** BOF Chair Rob Tarlov, Registrar of Voters Dot Mrowka, Public Works Director Jim Paggioli, Town Planner Adam Turner, Economic Development Chair Jim Ford, Tricia Dean, Clerk, and other citizens.

- 1. Call to Order**  
First Selectman S. Soby called the meeting to order at 7:00 p.m.
- 2. Additions to the Agenda - None**
- 3. Approve Minutes of the August 21, 2014 Board of Selectmen Meeting**  
K. Frantzen moved to approve the Minutes of the August 21, 2014 Board of Selectmen regular meeting, seconded by D Mizla. Unanimously approved, two abstentions made by B Curran and R Coyle. MOTION CARRIED.
- 4. Citizen's Comments – K Kehoegreen stated her concerns on the proposed CTIP program for the Colchester Sports Arena Complex in regards to parking, traffic safety, open space, and impact on businesses in Town.**
- 5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations**  
S Soby informed the selectmen that Dr. Tandon has expressed her desire to resign from the Chatham Health Board. The position will be posted as available once Dr. Tandon's resignation letter has been received.
- 6. Budget Transfers - none**
- 7. Tax Refunds & Rebates**  
R Coyle moved to approve tax refunds in the amount of \$400.96 to Marlene Edwards, \$318.24 to Richard Gordon, 10.42 to Gail Esty, \$35.81 to Kim Useforge, \$18.21 to Kevin Kelly, \$159.42 to Robert or Margaret Kelly, \$59.62 to Norman Albert, \$42.89 to Emmett Delgaizo, \$21.56 to Carl Conrad, \$10.61 to Kelly or Paul Gagosz, \$33.51 to William Swanson, \$8.28 to Jeffrey or Kathy Brainard, \$99.96 to Henry & Beth Alves, \$216.96 to Mark Reardon, \$26.87 to Keith Post, \$102.72 to Ann Copeland, \$7.65 to Ketankumar Thaker, \$70.93 to James Langdon, \$155.91 to Matthew & Jennifer Galante, \$50.63 to Randi Gallagher, \$29.56 to Robert Rumbel, \$2578.58 to Jason & Desirae Violette, \$119.67 to Thomas Burke, State Marshall, \$101.19 to Alfred or Olive Marotta, \$7.40 to Cecilia Peterson, \$91.71 to Howard Snyder, \$372.93 to Peterson DL Trust, \$7.34 to Charles Larkins or D. Colburn-Larkins, \$280.17 to Colchester Veterinary Hospital, \$202.85 to Catherine Kurek Swanson, \$13.33 to Lisa Samek, \$105.77 to Joanne Balch, \$12.35 to George or Pamela Carone, \$15.99 to Peter Sposato, \$18.04 to Mark or Lorraine Tierney, and \$79.45 to Elizabeth Ciccone, seconded by D Mizla. Unanimously approved. MOTION CARRIED
- 8. Discussion and Possible Action on Youth Services substance abuse counseling services**  
K Frantzen posed the question regarding the contract agreement in regards to managing the services with the limited budget. K Frantzen suggested that there needs to be a maximum amount defined within the agreement. B Curran posed the question as to how success of the program will be measured. S Soby stated that the therapeutic relationship would define success as is typically the case in therapy.  
S Soby will work with V Geato, Director of Youth & Social Services, to define and finalize numbers for the next Board of Selectmen meeting.

No action taken.

9. **Discussion and Possible Action on Colchester Tax Incentive Program Application**

D Mizla questioned the tax incentive program and change of ownership. A Turner answered that the tax abatement is specific to the applicant. A Turner, Town Planner, explained the taxable value and what is included. Jim Ford, Economic Development Commission Chair, expressed his view on the benefit on the tax program.

B Curran moved the Colchester Tax Incentive Program application for Colchester Sports Arena to Town Meeting on Tuesday, September 30, 2014 at 7pm, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

10. **Discussion and Possible Action on Clean Energy Communities Pledge**

S Soby discussed the program with J Paggioli, Director of Public Works. Still waiting on answers from CL&P regarding cost components so that there can be a comparison to the Honeywell project savings

No Action

11. **Discussion and Possible Action on Commission on Aging Ordinance and By-Laws**

Gary Siddell, Commission on Aging member, started working on the ordinance a year ago to try and get it more in line with the commission and the Town Charter. R Coyle has been working with the commission as the BOS liaison and has made some recommendations. K Frantzen asked for an explanation as to why the Ordinance broke out membership as it did. S Soby commented that he was not involved in the original process but eliminating the requirements would offer a broader net to possible volunteer applicants. R Coyle noted this had been an issue with Open Space. Commission will meet on Monday 9/8 and will vote to move the by-laws and ordinance forward together.

No Action

12. **Citizens Comments**

D Mrowka suggested Colchester Fire Dept follow Salem FD in offering safety vests to firemen in the department.

13. **First Selectman's Report**

Economic Development has seen some activity at Key Stone Shoppes; Proposed renovation of a building and new construction on Linwood Ave; Looking at next STEAP grant application to make the center of town more walkable either on Cragin Court (the rear of Merchants' Row) and/or to extend to Northwoods and Highland; School Building committee discussed conceptually with the architect. The committee will be at all school Open Houses to communicate; Senior Center engineering report is in process and working on revising the current lease; KX Dispatch, 3<sup>rd</sup> version of assessments spreadsheet for capital and operational piece; Chatham Health District Board meeting was held at the end of August regarding budget questions. Reserves have been tapped into for operations. S Soby will continue to keep BOS apprised of progress regarding per capita; BOF Chair, Rob Tarlov and S Soby have drafted an expenditure policy. It will go forward after review of the Charter to ensure it is consistent with its language; Police dept not moving yet on refilling Sgt position. Police officers did internal survey and came up with 7 possibilities on how to utilize the Sgt position funds to enhance services. Email to follow shortly regarding survey results; Charter Review Commission meeting on 9/8.

14. **Liaison Report**

K Frantzen reported on the POCD, the commission urges all to review the tax abatement application.  
D Mizla – no report

B Curran – Planning & Zoning meeting was 9/3. Gold Dust Group was discussed regarding Linwood Ave facility to expand and move other properties. A re-understanding of plan for Northwoods was discussed recommending the site to be changed to six useable sights at Northwoods.

Tri-board sub-committee on budget charts was 9/2. Discussed a survey approach to see what the voter's intent is. 9/10 is next meeting.

Economic Development meeting was cancelled due to no quorum.

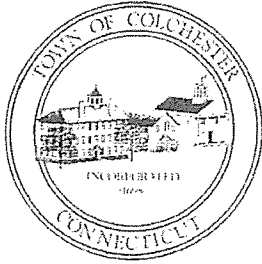
R Coyle attended the Tri-board sub-committee on budget communications. The group discussed a three tiered approach with time specific dates.

15. **Adjourn**

B Curran moved to adjourn at 8:29 p.m., seconded by D Mizla. Unanimously approved MOTION CARRIED.

Respectfully submitted,

Tricia Dean, Clerk



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 8/28/14

## BOARDS & COMMISSIONS APPLICATION

Name: Christina Maher

Address: 36 Farm Gate Rd. Colchester, CT. 06415

Home Phone: (619) 992-4038 Email christinamaher@live.com FAX: \_\_\_\_\_

Work Phone: (810) 723-5053 Email christina.maher@marsh.com Town Residency ~ 2 Years

Party Affiliation:  Democrat  Republican  Unaffiliated (circle one)

Commission or Board you are interested in serving on: Fair Rent

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: Edgewood Senior High School - Ashtabula, OH - graduated 1996

College: John Carroll University - Cleveland, OH - B.S. B.A. Management, Concentration in Business Technology. Graduated 2001.

Trade, Business \_\_\_\_\_  
Or Correspondence \_\_\_\_\_  
School \_\_\_\_\_

CONTINUED ON REVERSE SIDE

Work Experience: List length of employment, name and address of employer, position & reason for leaving:

October 2011 - present - Marsh USA Inc. - 20 Church St., 8<sup>th</sup>  
Floor, Hartford. Associate Client Executive

Are you capable of making the commitment of time necessary to serve on this Board or Commission? YES

Why are you interested in serving? I feel strongly about contributing to the  
community in which my family lives and has planted our roots.

Do you have any experience or familiarity with this area? While I do not have

experience on a town commission, I have served on a  
board for a professional affiliation (non-profit) before.  
I have been in the corporate world for 15 years.

If you are not appointed to this board or commission, would you be interested in other forms of public service?

Which ones? YES. I am interested in helping wherever you have a  
need, including but not limited to the Conservation Commission,  
Economic Development Commission, Open Space Advisory Committee,  
and the Parks and Recreation Commission.

Date: 8/28/14

Signature: Christine Maki

### Fair Rent Commission-5 Members, 2 Alternates, 2 year terms

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	Kimberley Russo	D	kimberleyrusso@yahoo.com	10/31/2015
Member	Samantha Van Zilen	U	sabowley@aol.com	10/31/2015
Member	Jack Faski	U	jack@skyview-realty.com	4/30/2014
Member	Steven A. Schuster	R	sas2628@aol.com	4/30/2014
Member	Valerie McGriff	R	baanagriff@yahoo.com	10/1/2015
Member	VACANT			4/1/2015





## Memorandum

To: Stan Soby, First Selectman  
From: John Chaponis, Assessor  
CC:  
Date: September 11, 2014  
Re: Local Option Exemption for Horses & Ponies

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This past year, in Public Act 14-33, the Connecticut Legislature passed new legislation enabling a local option exemption for horses & ponies. This legislation was a collaborate effort/support from the Department of Agriculture as well as the Connecticut Association of Assessing Officers.

In addition to promoting agriculture, some of the reasons exacting this legislation makes sense are as follows:

- Currently, horses & ponies are the only remaining animal/pet that is considered taxable making it an unfair, inequitable, indiscriminate tax .
- Assessors are required to value these animals when assessors are not experts in horse valuation.
- Current law already exempts the first \$1,000 in assessment of each horse but still requires town staff to create and mail an annual declaration (Form M-15), the property owner complete and return the M-15, town staff to receive the declarations, process them, complete the data entry, mail final notices and bills (if necessary).
- Mail bills "if necessary" because most property owner declare their horse's value to be less than \$1,650 FMV, resulting in an assessment of \$1,155 (\$1,000 of which is exempt) leaving an assessment of \$155 which does not create a tax bill because it is less than \$5. A ton of administration and cost of printing and mailing documents for no/little financial gain.
- Colchester had \$32,770 in gross assessments on horses & ponies on the 2013 Grand List of which \$11,060 were exempt.

If the town of Colchester were interested in passing a local ordinance to exempt horses & ponies, I have provided some sample language as well as a copy of Public Act 14-33.

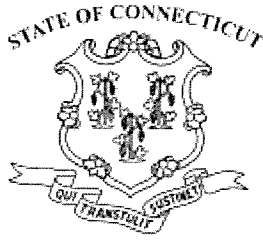


Sample Language:

## **Exemption for Horses and Ponies**

Be It Resolved, that to promote agricultural use of land and other resources including, but not limited to the, stabling, training, instructing and riding of horses and ponies, effective upon passage, applicable to assessment years beginning with October 1, 2014, and notwithstanding the provisions of subdivision (68) of section 12-81 of the general statutes and section 12-91 of the general statutes, as amended by said Public Act No. 14-33, the Board of Selectmen are hereby authorized, acting as the statutorily designated legislative body, at a regular or special board of selectmen meeting properly called for the purpose of determining taxation of horses and ponies located within the corporate limits of the town of Colchester, to exempt from property valuation horses and ponies of any value;





***Substitute House Bill No. 5057***

***Public Act No. 14-33***

***AN ACT CONCERNING THE ASSESSMENT OF HORSES AND  
PONIES AND FARM MACHINERY AND THE TRANSFER OF  
LAND CLASSIFIED AS FARM LAND, OPEN SPACE LAND,  
FOREST LAND AND MARINE HERITAGE LAND.***

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. (NEW) (*Effective October 1, 2014, and applicable to assessment years commencing on or after said date*) Notwithstanding the provisions of subdivision (68) of section 12-81 of the general statutes and section 12-91 of the general statutes, as amended by this act, any municipality may, by vote of its legislative body or, in a municipality where the legislative body is a town meeting, by vote of the board of selectmen, exempt from property taxation horses or ponies of any value.



## Consultant Agreement

This continuation of a consulting agreement ("Agreement") by and between Colchester Youth & Social Services, and Rushford Center Inc. ("the Consultant"), of Middletown, Connecticut 06457.

### **1. Description of Services**

Beginning on October 1, 2014 through June 12, 2015 the Consultant will provide the following services (collectively, "the services"):

Provide an appropriately trained and experienced substance abuse educator to be assigned to perform services within the community and Colchester public schools for 10 hours each week, excluding school holidays and vacations.

Short term individual substance abuse education for children identified by the schools, Youth Services and/or the consultant, who are in need of such services.

### **2. Performance of Services**

The consultant will provide services consistent with the above referenced description of services.

### **3. Payment to the Consultant**

The Consultant shall receive \$32.00 hour, not to exceed \$11,200.

Contract period is October 1, 2014 – June 12, 2014.

### **4. Relationship of Parties**

It is understood by the parties that the Consultant is a full time employee of Rushford Center, Inc. and that as such is entitled to the rights and benefits of such. The fee includes recognition that the Company will adhere to holidays and vacation/sick benefits of the Consultant without expectation of providing additional coverage during this time. The Consultant will receive ongoing supervision from a licensed clinician based at Rushford.

### **5. Injuries to the Consultant**

The Consultant acknowledges the Consultant's obligation to obtain appropriate insurance coverage for the benefit of the Consultant (and the Consultant's employees, if any). The Consultant waives any rights to recovery from the Company for any injuries that the Consultant (and/or the Consultant's employees) may sustain while performing





services under this Agreement and that are the result of the negligence of the Consultant or the Consultant's employees.

## **6. Assignment**

The Consultant's obligations under this Agreement may not be assigned or transferred to any other person, firm or corporation without the prior written consent of the Company.

## **7. Confidentiality**

### **(a) Unauthorized Disclosure of Information**

If it appears that the Consultant or their employees have disclosed (or has threatened to disclose) Information in violation of this Agreement, the Company shall be entitled to an injunction to restrain the Consultant from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. The Company shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

### **(b) Confidentiality After Termination of Employment**

The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

## **8. Return of Records**

Upon termination of this Agreement, the consultant shall deliver all records, notes, data, memorandum, models and equipment of any nature that are in the Consultant's possession or under the Consultant's control and that are the Company's property or relate to the Company business.

## **9. Entire Agreement**

This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

## **10. Amendment**

This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

## **11. Termination**

This agreement may be terminated through the written request of either party providing a 60 day notice to terminate.



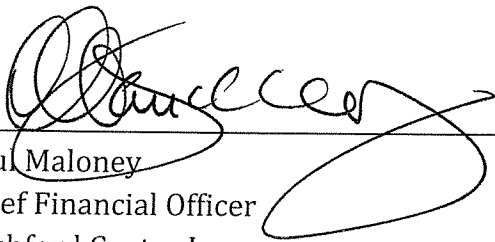
The Company,

By:

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Date



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Paul Maloney  
Chief Financial Officer  
Rushford Center Inc.

9/15/14

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Date



**LEASE AGREEMENT  
BETWEEN  
BACON ACADEMY BOARD OF TRUSTEES  
&  
TOWN OF COLCHESTER**

By this lease, DATED AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, BACON ACADEMY BOARD OF TRUSTEES, of the Town of Colchester, County of New London and State of Connecticut ("Landlord") hereby leases to the TOWN OF COLCHESTER, a municipal corporation ("Tenant"), and Tenant hereby accepts this Lease of the premises known as the Arts and Science Building located at 95 Norwich Avenue in the Town of Colchester, County of New London and State of Connecticut (the "Premises"), all upon the terms, covenants and conditions set forth in this Lease.

1. TERM: This Lease is for a term of five (5) years (the "Term"), commencing July 1, 2014, and expiring on June 30, 2019.
2. RENT: The rent shall be for sixteen thousand dollars (\$16,000). The rent shall be paid in one payment by July 31 of each year.
3. USE: Tenant shall occupy the Premises for use by the Colchester Commission on Aging for a Senior Center. The Senior Center shall coordinate and provide linkage of programs and activities that relate to the aging population including, but not limited to: housing, meals, employment, health and welfare, recreation, social services, transportation and other matters and issues concerning the aging population.

Veterans' groups, the American Legion, The Ladies Auxiliaries, The Purple Heart Group, Colchester Historical Society, The VFW, and AARP shall have use of a room in the Premises to hold evening meetings and various events. A schedule of activities shall be provided to the Director of the Senior Center on an annual basis to avoid conflicts in schedules. Landlord requires a list of all groups that are authorized by the Director to use the building. Landlord shall provide the Director of the Senior Center with a list of those persons who hold keys to the Premises.

4. UTILITIES: Tenant shall pay for all utilities used in the Premises, including but not limited to, electricity, heat, water, telephones, and alarm system.

Landlord shall pay all taxes, if any, and assessments levied on the Premises that come due during the Term.

5. REPAIRS AND MAINTENANCE: Tenant shall be responsible for maintaining all the rooms in the Premises in a neat and orderly condition. Tenant shall be responsible for snow removal, trash removal and lawn maintenance. Tenant shall be responsible for the routine repair and maintenance of the plumbing, electrical and HVAC systems serving the Premises. Landlord shall be responsible for all non-routine repair, replacement and maintenance of the Premises, including with limitation, the plumbing, electrical and HVAC systems serving the premises.
6. ALTERATIONS: After consultation with the Landlord, Tenant may, at its own expense, make renovations and improvements to the Premises, including but not limited to, painting, decorating, or refurbishing that are necessary or desirable for the conduct of the Senior Center.
7. HAZARD INSURANCE: Landlord, at its sole cost and expense, shall maintain, in full force and effect throughout the Term, a policy of hazard insurance insuring the Premises against Special Risk perils (ISO from CP 010 or equivalent). Said coverage shall provide coverage at a limit no lower than 90% of the current replacement cost of the Premises. Tenant shall be responsible for maintaining hazard insurance on its personal property located at the Premises and any improvements made by the Tenant to said premises.
8. WAIVER OF SUBROGATION: Each party hereto hereby waives any and every claim which arises or may arise in its favor and against the other party hereto during the term of this lease or any extension or renewal, for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the premises leased to the tenant, which loss or damage is covered by valid and collectible property insurance policies, to the extent that such loss or damage is recoverable under said policies.
9. LIABILITY OF INSURANCE: Landlord shall obtain and keep in force throughout the Term of a policy of liability insurance insuring Landlord against any liability arising out of the ownership, use, occupancy or maintenance of the Premises. Such insurance shall be in the amount of at least \$1,000,000.00 combined single limit, payable on an occurrence basis. Landlord shall deliver to Tenant a certificate evidencing such insurance. Tenant shall be responsible for maintaining customary insurance for its municipal programs and employees located at the premises. Tenant shall deliver to Landlord a certificate of insurance.
10. EARLY TERMINATION: Landlord and Tenant hereby acknowledge and agree that notwithstanding the stated term of this Lease, Tenant or Landlord may terminate this Lease upon SIX (6) MONTHS WRITTEN NOTICE TO the other party.

11. IN WITNESS WHEREOF, this Lease has been executed as of the date set forth at the beginning hereof.

BACON ACADEMY BOARD OF TRUSTEES

BY: \_\_\_\_\_

Name:

Title:

TOWN OF COLCHESTER

BY: \_\_\_\_\_

Name:

Title:





## CLEAN ENERGY COMMUNITIES MUNICIPAL PLEDGE

The Clean Energy Communities program is an initiative funded by both the Clean Energy Finance and Investment Authority (CEFIA-formerly known as the Connecticut Clean Energy Fund) and the Connecticut Energy Efficiency Fund. CEFIA and the Energy Efficiency Fund develop programs which collectively seek to have Connecticut cities and towns both reduce energy use and increase support for clean, renewable energy for municipal facilities. Energy Efficiency Fund programs are administered by The Connecticut Light and Power Company, The United Illuminating Company, Yankee Gas Services Company, The Southern Connecticut Gas Company, and/or Connecticut Natural Gas Corporation (collectively, "the Companies")

By applying currently available energy efficiency and clean, renewable energy technologies the Town of Colchester can save money, create a healthier environment and strengthen local economies; and **accordingly, the Town of Colchester makes the following Clean Energy Communities Municipal Pledge:**

1. The Town of Colchester pledges to reduce its municipal building energy consumption by 20% by 2018. Building energy consumption shall be determined by benchmarking municipal building energy consumption to a baseline fiscal year. The Town of Colchester can elect from the following fiscal years to determine its energy baseline year: 2009-2010, 2010-2011, 2011-2012, or 2012-2013.
  - a. The Town of Colchester will seek to reduce its municipal building energy consumption for municipal facilities by at least 20% by 2018. The schedule follows:
    - i. Fiscal Year 2013-2014: 8% Reduction
    - ii. Fiscal Year 2014-2015: 11% Reduction
    - iii. Fiscal Year 2015-2016: 14% Reduction
    - iv. Fiscal Year 2016-2017: 17% Reduction
    - v. Fiscal Year 2017-2018: 20% Reduction
  - b. The Town of Colchester will work with the Companies, contractors or other entities to benchmark its municipal buildings (including board of education buildings) to determine the municipal buildings' energy usage.
  - c. Beginning July 1, 2015, the Town of Colchester agrees to provide documentation of its municipal building energy consumption on an annual basis by the end of the first quarter of the following fiscal year.
  - d. The Town of Colchester pledges to create its own Municipal Action Plan (MAP) to determine its path in reducing its energy consumption. The Town of Colchester may satisfy this requirement by submitting a pre-existing municipal energy plan, sustainability plan, climate change action plan or similar document.
  - e. There is no penalty if the Town of Colchester fails to meet the reduction amounts set forth in the schedule above. However if these reduction targets are not met starting July 1, 2015, the Town of Colchester will not be eligible to receive Bright Idea Grants from the Connecticut Energy Efficiency Fund and Companies under the Clean Energy Communities program.
2. The Town of Colchester pledges to purchase 20% of its municipal building electricity from clean, renewable energy sources by 2018.

- a. The Town of Colchester will seek to make a voluntary purchase of at least 20% of the electricity for municipal facilities from clean, renewable energy sources by annual CEC program requirements. The schedule follows:
    - i. Fiscal Year 2013-2014: 16% Purchase
    - ii. Fiscal Year 2014-2015: 17% Purchase
    - iii. Fiscal Year 2015-2016: 18% Purchase
    - iv. Fiscal Year 2016-2017: 19% Purchase
    - v. Fiscal Year 2017-2018: 20% Purchase
  - b. The Town of Colchester may satisfy this requirement by taking municipal action steps to support clean energy such as opting into Commercial-Property Assessed Clean Energy (C-PACE) or adopting streamlined permitting practices for solar PV systems; purchasing Green-e® Energy certified Renewable Energy Credits (RECs); enrolling one or more municipal facilities in the CTCleanEnergyOptions<sup>SM</sup> program; installing Class I renewable energy systems; or any combination thereof.
  - c. The Town of Colchester agrees to provide CEFIA documentation of its municipal clean energy purchases on an annual basis.
  - d. There is no penalty if the Town of Colchester fails to meet the items set forth in the schedule above; however, the Town of Colchester will not be eligible to receive incentive rewards from CEFIA under the Clean Energy Communities program.
3. The Town of Colchester agrees to promote energy efficiency and clean, renewable technologies in its community. The Town of Colchester is encouraged to establish a Clean Energy Task Force, or comparable body. This entity will assist the municipality in meeting the Clean Energy Communities Municipal Pledge and to perform education and outreach among residents, businesses and institutions within the community concerning energy efficiency and clean, renewable energy programs.

By taking the pledge and meeting the Clean Energy Communities Program requirements outlined by CEFIA and the Connecticut Energy Efficiency Fund, the Town of Colchester may qualify, subject to the terms of separate memorandums of understanding, for the following grants:

- a. CEFIA. For every 100 points, the Town of Colchester will earn a 1 kilowatt (or equivalent) clean energy system.
- b. Energy Efficiency Fund. For every 100 points, the Town of Colchester will earn a Bright Idea Grant that can be used for energy-saving projects. The Town of Colchester is eligible for two Bright Idea Grants per fiscal year.

\_\_\_\_\_  
Stan Soby\*

First Selectman

Town of Colchester

\_\_\_\_\_  
Date

\* The Town of Colchester understands that the Clean Energy Communities Municipal Pledge is not a contract, and that CEFIA, the Energy Efficiency Fund, and the Companies have not contracted, committed, agreed or promised, to perform or incur any obligations, in any manner, hereunder.

- a. The Town of Colchester will seek to make a voluntary purchase of at least 20% of the electricity for municipal facilities from clean, renewable energy sources by annual CEC program requirements. The schedule follows:
  - i. Fiscal Year 2013-2014: 16% Purchase
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- c. The Town of Colchester agrees to provide CEFIA documentation of its municipal clean energy purchases on an annual basis.
- d. There is no penalty if the Town of Colchester fails to meet the items set forth in the schedule above; however, the Town of Colchester will not be eligible to receive incentive rewards from CEFIA under the Clean Energy Communities program.

3. The Town of Colchester agrees to promote energy efficiency and clean, renewable technologies in its community. The Town of Colchester is encouraged to establish a Clean Energy Task Force, or comparable body. This entity will assist the municipality in meeting the Clean Energy Communities Municipal Pledge and to perform education and outreach among residents, businesses and institutions within the community concerning energy efficiency and clean, renewable energy programs.

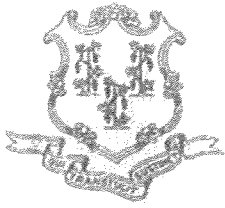
By taking the pledge and meeting the Clean Energy Communities Program requirements outlined by CEFIA and the Connecticut Energy Efficiency Fund, the Town of Colchester may qualify, subject to the terms of separate memorandums of understanding, for the following grants:

- a. CEFIA. For every 100 points, the Town of Colchester will earn a 1 kilowatt (or equivalent) clean energy system.
- b. Energy Efficiency Fund. For every 100 points, the Town of Colchester will earn a Bright Idea Grant that can be used for energy-saving projects. The Town of Colchester is eligible for two Bright Idea Grants per fiscal year.

Stan Soby*	Date
First Selectman	
Town of Colchester	

\* The Town of Colchester understands that the Clean Energy Communities Municipal Pledge is not a contract, and that CEFIA, the Energy Efficiency Fund, and the Companies have not contracted, committed, agreed or promised, to perform or incur any obligations, in any manner, hereunder.





STATE OF CONNECTICUT  
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION  
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY



August 14, 2014

The Honorable Gregg Schuster  
First Selectman  
Town of Colchester  
127 Norwich Avenue  
Colchester, CT 06415

Dear Mr. Schuster:

I am pleased to forward for your signature the Emergency Management Performance Grant sub-grant award in the amount of \$16,565 (of which \$8,017 is federal funding and \$8,548 is sub-grantee match). The aim of this funding is to assist your community in maintaining a robust local emergency management program.

Please review the award carefully and pay particular attention to the general and special grant conditions. Afterwards, sign and date the award, initial as indicated, and return it to:

Michael Caplet  
DEMHS Region 4 Coordinator  
State Police Troop K  
15-B Old Hartford Road  
Colchester, CT 06415-

Consistent with previous years, this sub-grant award is based on your approved grant application and your community's population.

Audit quality documentation of allowable expenditures must accompany reimbursement requests and should be submitted to Michael Caplet, DEMHS Region 4 Coordinator, for processing. Please note that all requests must include an original signature by the local finance director or someone of equal authority on FEMA Form 85-21.

You will be sent a fully executed copy of the subgrant award for your files. We thank you for your participation in the EMPG program and your community's continued commitment to the protection of our citizens.

Sincerely,

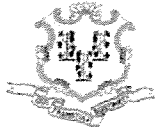
William P. Shea  
Deputy Commissioner  
Department of Emergency Services and Public Protection  
Division of Emergency Management and Homeland Security

Enclosures

CC:

Mr. N. Reed Gustafson, Emergency Management Director  
Michael Caplet, DEMHS Region 4 Coordinator

*25 Sigourney Street, 6<sup>th</sup> floor, Hartford, CT 06106  
Phone: 860.256.0800 / Fax: 860.256.0815  
An Affirmative Action/Equal Employment Opportunity Employer*



**STATE OF CONNECTICUT**  
**DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION**  
 Division of Emergency Management & Homeland Security  
 1111 Country Club Road, 3<sup>rd</sup> Floor North  
 Middletown, CT 06457



**NOTICE OF GRANT AWARD**

The Department of Emergency Services & Public Protection hereby makes the following grant award in accordance with the The Department of Homeland Security Appropriations Act, 2013 (Public Law 113-6), and in accordance with the grant solicitation and the attached grant application, if applicable.

**Grantee:** Town of Colchester  
**Address:** 127 Norwich Avenue  
**City/State/Zip:** Colchester, CT 06415-

**Town Code:** \_\_\_\_\_  
**State Agency Code:** \_\_\_\_\_  
**Federal Employer ID No.:** 06-6001974 **Contract #** \_\_\_\_\_

**DEMHS Grant No.:** 013E028A  
**Project Title:** FFY 2013 EMPG  
**Date of Award:** August 14, 2014  
**Period of Award:** **From:** 10/1/2013 **To:** 9/30/2014  
**Amount Of Award:** **Federal:** \$8,017.00 **State:** \$ 0.00  
**State Match:** \$ 0.00 **Grantee Match:** \$8,548.00  
**Interest:** \$ 0.00 **Other:** \_\_\_\_\_ **Specify** \$ 0.00  
**Total Budget:** \$16,565.00

**Fed Grant No.:** EMW-2013-EP-00046-S01 **CFDA No.:** \_\_\_\_\_ **Grantee Fiscal Year** **From:** July 1 **To:** June 30  
97.042

*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 acknowledges that they have read, understand and will comply with the attached General and Special Grant Conditions, and Standard Assurances, Reporting Schedule, and Inventory requirements contained within this Grant Award Package on pages 1 - 29.

By: \_\_\_\_\_  
 Signature of Authorized Official \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 Typed Name and Title of Authorized Official

**FOR THE DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION**

By: \_\_\_\_\_  
 Signature of Authorized Official \_\_\_\_\_  
 Date  
 William P. Shea, Deputy Commissioner  
 Typed Name and Title of Authorized Official

**SUMMARY DESCRIPTION OF FUNDING**

*Through this accord, the Town of Colchester will use grant funding in the amount of \$8,017.00 from the FFY 2013 Emergency Management Performance Grant for costs related to preparedness activities associated with implementing the Connecticut Homeland Security Strategy and the Investments identified during the application period. This program provides an integrated mechanism to enhance the coordination of State and National Priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters, and other emergencies.*

For SPGA Use Only:

Fund	Department	SID	Program	Account	CH 1	CH 2	Bud Ref	Project
12060	32160	21881	27570	55050	190103		2013	20130



**UNITED STATES  
DEPARTMENT OF HOMELAND SECURITY  
Federal Emergency Management Agency  
Standard Assurances**

**Print out these forms and fill in by hand (Type written is preferred)**

<b>FEDERAL EMERGENCY MANAGEMENT AGENCY SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS</b>		O.M.B. No. 3067-0206 Expires February 28, 2007
FOR FY 2012	CA FOR (Name of Applicant)	
<p>This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.</p> <p>An applicant must check each item that they are certifying to:</p> <p>Part I <input checked="" type="checkbox"/> FEMA Form 20-16A. Assurances-Non-construction Programs.</p> <p>Part II <input type="checkbox"/> FEMA Form 20-16B. Assurances-Construction Programs.</p> <p>Part III <input checked="" type="checkbox"/> FEMA Form 20-16C. Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements.</p> <p>Part IV <input type="checkbox"/> SF LLL, Disclosure of Lobbying Activities (If applicable)</p> <p>As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.</p>		
Typed Name of the Authorized Representative		Title
Signature of the Authorized Representative		Date Signed
<p><b>NOTE:</b> By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.</p> <p>The applicant further agrees by submitting this application that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction, provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)</p>		
<p align="center"><b>Paperwork Burden Disclosure Notice</b></p> <p>Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and maintaining the data needed, and completing and submitting the form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right hand corner of this form. Please do not send your completed form to the above address.</p>		

FEMA Form 20-16, FEB 04

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_  
Federal Standard Assurances

**FEDERAL EMERGENCY MANAGEMENT AGENCY  
ASSURANCES-NON-CONSTRUCTION PROGRAMS**

**Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified**

**As the duly authorized representative of the applicant, I certify that the applicant:**

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands

FEMA Form 20-16A, JUN 04

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_  
Federal Standard Assurances



pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

FEMA Form 20-16A (BACK)

**FEDERAL EMERGENCY MANAGEMENT AGENCY  
ASSURANCES-CONSTRUCTION PROGRAMS**

**Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified**

**As the duly authorized representative of the applicant, I certify that the applicant:**

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
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11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

System of Personnel Administration) 5 C.F.R. 900, Subpart F).

FEMA Form 20-16B

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_  
Federal Standard Assurances

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.

14. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval, changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

FEMA Form 20-16B (BACK)

Approved by OMB  
0348-0046

<b>DISCLOSURE OF LOBBYING ACTIVITIES</b> Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse)		
1. Type of Federal Action:  a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action:  a. bid/offer/application b. initial award c. post-award	3. Report Type:  a. initial filing b. material change  For Material Change Only:  year      quarter  date of last report
4. Name and Address of Reporting Entity:  <input type="checkbox"/> Prime <input type="checkbox"/> Subaward Tier      , if known:  Congressional District      , if known:	5. If Reporting Entity in No. 4 is Subaward, Enter Name and Address of Prime:  Congressional District      , if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description:  CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobbying Registrant: (If individual, last name, first name, MI):	b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____  Print Name: _____  Title: _____  Telephone No.: _____      Date: _____	
<b>Federal Use Only:</b>		<b>Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</b>

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_  
Federal Standard Assurances

**FEDERAL EMERGENCY MANAGEMENT AGENCY  
 CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND  
 OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." Part 67 and Part 69. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

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

(b) If any other funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

Standard Form LLL, "Disclosure of Lobbying Activities" attached.

*(This form must be attached to certification if non-appropriated funds are to be used to influence activities.)*

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620: A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

- (1) Abide by the terms of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

B. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

Check  if there are workplaces on file that are not identified here.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or



**State of Connecticut  
Department of Emergency Services & Public Protection  
Division of Emergency Management & Homeland Security**



**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 DEMHS, be obligated prior to the starting date or subsequent to the termination 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. Financial records, supporting documents, statistical records, and all other records pertaining to this grant shall be retained for a period of three years starting from the date of the submission of the final expenditure report, with the following qualifications.
- 3.2. 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.
- 3.3. 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.
- 3.4. The State or its representatives shall have the right at reasonable hours to examine any books, records and other documents of the grantee or its subcontractors or subgrantees pertaining to work performed under this agreement. The State will give grantee or such subcontractor or sub-grantee at least twenty-four hour's notice of such intended examination. At the State's request, the grantee shall provide the State with hard copies of or magnetic tape containing any data or information relating to the State's business, which data or information is in the possession or control of the grantee. The grantee shall incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or sub-grantee relating to this grant.

**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" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with the Division of Emergency Management and Homeland Security prior to the performance of services.

**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, subgrant or agreement 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 or review board member or any member of his/her immediate family, or 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 employed is related to any of the foregoing persons.

**SECTION 6: Reports.**

The grantee shall submit such reports as the Division of Emergency Management and Homeland Security 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 sub-grantee packets and budgets. Cash requests may be withheld by the Division of Emergency Management and Homeland Security until complete and timely reports are received and approved.

**SECTION 7: Funding Limitation.**

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_  
General Grant Conditions

Funding of this project in no way obligates the Division of Emergency Management and Homeland Security 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 the Division of Emergency Management and Homeland Security a revised budget and budget narrative equal to and in the same distribution as the grant award not later than 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 the Division of Emergency Management and Homeland Security a completed audit package 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, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes (C.G.S.), the grantee is required to submit a State Single Audit Report to the Office of Policy and Management. C.G.S. Section 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$100,000 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 the Division of Emergency Management and Homeland Security 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 the Office of Policy and Management 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 \$300,000 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 Division of Emergency Management and Homeland Security not later than 60 days following closeout of the grant.

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

- 11.1. 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 race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, 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 of the State of Connecticut.
- 11.2. 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, mental retardation, 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.
- 11.3. 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 the State Commission on Human Rights and Opportunities.
- 11.4. 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.
- 11.5. 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 the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
- 11.6. The grantee agrees to comply with each provision of this section and Connecticut General Statute sections 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities pursuant to Connecticut General Statute sections 46a-56, 46a-68e and 46a-68f.
- 11.7. The grantee 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 grantee which relate to the provisions of this section and Connecticut General Statute section 46a-56.
- 11.8. 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 project.
- 11.9. Determination of the grantee's good faith efforts shall include but shall not be limited to the following factors: The grantee'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 on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this paragraph, "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 who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statute section 32-9n; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" includes, but is not 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; and "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, Insurance or guarantees.
- 11.10. 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 the Commission on Human Rights and Opportunities. 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 Statute section 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, 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.
- 11.11 The following subsections are set forth here as required by Section 4a-60a of the Connecticut General Statutes:
- a) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or 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.

- 11.12 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.

- 11.13 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 CGS Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in CGS Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government as described in the immediately preceding enumerated items (11.1 – 11.12).

**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 period of award of the grant. 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 the State upon notice to the grantee. The grantee 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 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 the Division of Emergency Management and Homeland Security of the contractor's identity.

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

15.1 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.

15.2 The grantee will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measurer under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands.

**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 so as 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. Division of Emergency Management and Homeland Security 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 the Division of Emergency Management and Homeland Security and which are hereby made a part of this grant award.

**SECTION 18: Indemnification.**

The grantee shall indemnify, defend and hold harmless the State and its successors and assigns from and against any and all (1) actions, suits, claims, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising in connection with this Agreement including, but not limited to, acts of commission or omission (collectively, the "Acts") by the grantee or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the grantee is in privity of oral or written contract; (2) liabilities arising in connection with this Agreement, out of the Grantee's Acts concerning its or their duties and obligations as set forth in this Agreement; and (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury, death and/or property damages. The Grantee shall reimburse the State, for any and all damages to the real or personal property of the State caused by the Acts of the Grantee. The State shall give to the grantee reasonable notice of any such Claim. The Grantee shall also use counsel reasonably acceptable to the State in carrying out its obligations under this section. This Section shall survive the expiration or early termination of this Agreement, and shall not be limited by reason of any insurance coverage.

**SECTION 19: Special Grant Conditions.**

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



State of Connecticut  
Department of Emergency Services & Public Protection  
Division of Emergency Management & Homeland Security



**SPECIAL GRANT CONDITIONS**

***Check applicable box, if required***

1. The grantee agrees to complete and submit to DEMHS a revised project narrative not later than thirty (30) days after signing this grant award. The grantee must contact DEMHS program staff at 860-685-8038 regarding the required revisions.
2. Specific funding limitations have been applied to this grant. The grantee will complete the Interoperable Communications Request Form and submit it for approval in advance of any purchase of interoperable radio communications equipment. No funds may be expended until approval has been secured.
3. The grantee is required to participate in training session(s) on \_\_\_\_\_. The grantee must contact \_\_\_\_\_ to schedule training and determine if there are other technical assistance opportunities.
4. The grantee must submit to DEMHS for review and approval a revised budget itemization for any proposed change 1) which will alter a budget category by more than 10% of the budget category or by more than \$500, whichever is greater; or 2) which places resources in a budget category not previously funded. Significant changes in the use of funds within a budget category, while not requiring a formal budget revision, should be reported to DEMHS by letter.
5. The grantee, including all other recipients of assistance under the grant, whether by contract, subcontract, or subgrant, upon request, agrees to cooperate with research and evaluation efforts of DEMHS or any party designate by DEMHS for such purpose. The grantee further agrees that such cooperation includes but is not limited to: 1) collecting and maintaining project data, including client data, 2) supplying project data to DEMHS or its designee; and 3) permitting access by DEMHS or its designee to any and all project information whether stored by manual or electronic means.
6. All training events, seminars, and conferences must be approved by DEMHS prior to submitting registration for the event. Requests to attend training events must include names of staff, purpose of training, justification/need for training, location, dates, and costs. Staff attending training events may be required to present a summary of the training to DEMHS and/or other grantees.
7. It will be the sole responsibility of the grantee, and its staff, to insure that any report, article, computer program, database, or other product or publication, whether oral or in writing resulting from the performance of duties pursuant to this grant application and grant award, protects the privacy of confidential information and complies with confidentiality and privacy rights and obligations created by any federal and state law, court rules, or rules of professional conduct applicable to the work performed by the grantee.
8. The grantee shall comply with the following statutes and regulations:
- Section 3789d(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended;
  - Title VI of the Civil Rights Act of 1964, as amended;
  - 28 C.F.R. Part 42, Subparts C, D, E;
  - Section 504, Rehabilitation Act of 1973, as amended (28 C.F.R. Part 42, Subpart G);
  - Title II of the Americans with Disabilities Act, (28 C.F.R. Part 35);
  - Title IX of the Education Amendments of 1972, (28 C.F.R. Part 54);
  - The Age Discrimination Act of 1975, (28 C.F.R. Part 24, Subpart I).

9.  a) The grantee must obtain DEMHS Training Coordinator approval for all grant-funded training. The DEMHS Training Coordinator can be reached at 860-256-0840. DEMHS training approval and all related documentation for participating staff, including training certificates and time and attendance records must be retained by the sub-grantee in the grant file.
- b) The grantee must obtain Connecticut Intelligence Center (CTIC) Director approval for all grant-funded CTIC training. The CTIC director can be reached at 860-256-0800. DEMHS training approval and all related documentation for participating staff, including training certificates and time and attendance records must be retained by the sub-grantee in the grant file.
- c) The grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from the Federal Emergency Management Agency's Grant Programs Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the U.S. Department of Homeland Security." The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
- d) The grantee agrees to comply with DEMHS Grant Policy #1 regarding the use of grant funds for overtime and backfill reimbursement, which are limited to the maximum payment of \$200 per person per day.
- e) The grantee agrees to submit to DEMHS upon request project deliverables including but not limited to: plans, evaluations, reports, and research results.
- f) The receipt of EMPG funding brings with it a commitment on the part of the municipality to increase operational capability through the funding of personnel and administrative expenses.
- g) Any individual whose salary is paid on a part-time or full-time basis under the EMPG program shall be placed under the merit system personnel procedures promulgated by and meeting the standards of the Federal Office of Management and Budget
- h) Acceptance of an award under this program, as demonstrated in the execution of this application package and the issuance of a sub-grant by DESPP / DEMHS, constitutes a legally binding agreement, including an agreement to abide by and comply with all relevant and applicable state and federal statutes, regulations and conditions.
- i) The municipality shall submit promptly to DEMHS excerpts of all audit reports prepared in accordance with the Single Audit Act (P.L. 98-502) and/or State statute, sufficient to identify the jurisdiction, the auditor(s) and the period audited, to include all references to funds received from DESPP / DEMHS or the Federal Emergency Management Agency.  
«AddCond»



# UNITED STATES DEPARTMENT OF HOMELAND SECURITY 2013 Emergency Management Preparedness Grant

## Federal Special Conditions

### **Article 1- Civil Rights Act of 1964**

All recipients of financial assistance will comply with the requirements of Title VI of the Civil Rights act of 1964 (42 U.S.C § 200d et seq.), which provides that no person in the United States will, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### **Article I - Budget Review**

The recipient is prohibited from obligating, expending or drawing down funds provided through this award until the required budget and budget narrative are approved by FEMA and this condition is rescinded.

### **Article II - EHP Conditional Hold**

The recipient is prohibited from obligating, expending, or drawing down funds provided through this award for construction until the recipient has submitted all required Environmental and Historic Preservation (EHP) review packets to FEMA pursuant to the guidance set forth in the 2013 EMPG Funding Opportunity Announcement.

### **Article III - Assurances, Administrative Requirements and Cost Principles**

a. Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions. The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non- Profit Organizations, relocated to 2 CFR Part 215.

b. The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.
- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

### **Article IV - Acknowledgement of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

### **Article V - Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article VI - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All award recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments:

[http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf)

and

[http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf), respectively.

**Article VII - Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

**Article VIII - Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debaring or suspending those persons deemed irresponsible in their dealings with the Federal government.

**Article IX - Drug-Free Workplace Regulations**

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

**Article X - Duplication of Benefits**

State, Local and Tribal Recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

**Article XI - False Claims Act and Program Fraud Civil Remedies**

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

**Article XII - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

**Article XIII - Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

**Article XIV - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

**Article XV - Lobbying Prohibitions**

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

**Article XVI - Non-supplanting Requirement**

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

**Article XVII - Trafficking Victims Protection Act of 2000**

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

- (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (b) Procures a commercial sex act during the period of time that the award is in effect; or
- (c) Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

**Article XVIII - USA Patriot Act of 2001**

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

**Article XIX - Use of DHS Seal, Logo and Flags**

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article XX - DHS Specific Acknowledgements and Assurances**

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.



**Article XXI - Compliance with Funding Opportunity Announcement**

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the Funding Opportunity Announcement.

**Article XXII - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@dhs.gov](mailto:ASK-GMD@dhs.gov) if you have any questions.



**State of Connecticut**  
**Department of Emergency Services & Public Protection**  
***Division of Emergency Management & Homeland Security***



**Standard Reporting Schedule for DEMHS Sub-grantees**  
(Revised May 2011)

**1. Financial Reports, Reimbursement or Cash Advance requests** are due either:

- The first day of each month, or
- Quarterly, 30 days after the calendar quarter ends

For the quarter ending March 31	are due April 30
For the quarter ending June 30	are due July 30
For the quarter ending September 30	are due October 31
For the quarter ending December 31	are due January 31

**2. Progress Reports** are due quarterly, 30 days after the calendar quarter ends (please see above).

**3. Property Inventory Report** is due 30 days after conclusion of the project.



**State of Connecticut**  
**Department of Emergency Services & Public Protection**  
**Division of Emergency Management & Homeland Security**



**Sub-Grantee Quarterly Progress Report**  
(Revised July 2011)

Sub-Grant No.: \_\_\_\_\_  
Sub-Grant Title: \_\_\_\_\_  
Sub-Grantee: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_  
\_\_\_\_\_

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Report Date: \_\_\_\_\_  
Report Prepared by: \_\_\_\_\_  
Period Covered: \_\_\_\_\_ to \_\_\_\_\_

Signature: \_\_\_\_\_  
Project Director or Financial Officer of Record for the Sub-Grantee

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1. Briefly summarize project activities for this quarter. Please include supporting statistical information, for example, the number of staff trained, the number and type of exercises conducted, the number and type of equipment purchased, etc.
  
2. Is the project on schedule?     Yes.     No.  
If not, why?
  
3. Is the project fully staffed?     Yes.     No.  
If not, why?
  
4. Are there any new approaches or strategies being considered or implemented?  
 Yes.     No.  
If so, explain:

## Reimbursement Request Form (Instructions)

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- The DEMHS SPGA Reimbursement Request form must be used to request reimbursement for bills paid or services rendered in support of the municipal emergency management program. Please go to our website at <http://www.ct.gov/demhs/cwp/view.asp?a=1910&q=411692> to download the reimbursement request form. Other forms used for the EMPG program are also available from our website.
- The Reimbursement Request form must be signed by the Finance Director, Chief Executive Officer or a duly authorized designee.
- Municipalities may request reimbursements either quarterly, semi-annually or annually.
- Towns must have a fully approved sub-grant prior to requesting reimbursement of funding.
- All bills and services that are included on a reimbursement request must already have been paid by the town and the service completed prior to being requested for a reimbursement.
- **Note: Reimbursement must be made for bills paid or services rendered prior to the date of the signature on the reimbursement request form**

Some examples include:

1. A bill that was paid after the town submitted a request for reimbursement of that bill. An example would be a high speed internet bill for the first quarter. Although the internet service being billed for ended on 12/31/12, if the bill was paid by the town on January 15<sup>th</sup>, then the town must wait until January 15<sup>th</sup> to claim reimbursement. Towns should date their Reimbursement Request forms to end on January 15<sup>th</sup>, not December 31<sup>st</sup> in this case.
2. A service that extends beyond the date that the bill was paid by the town. One example of this is a cable TV contract. If the town signs the contract for six months on October 1<sup>st</sup> 2012 and pays for the service through 3/31/13, the town must wait until the service ends on 3/31/13 before claiming reimbursement for the cable bill. Towns should date their Reimbursement Request form to end on March 31, 2013 not October 1<sup>st</sup> 2012 in this case.
3. Any bills or services paid before the first quarter of a fiscal year (paid before October 1<sup>st</sup>) must be counted in the previous year's reimbursement request (within the 90-day closeout period mentioned below).
4. Some towns may have bills or services that extend beyond the 4<sup>th</sup> quarter that ends on September 30<sup>th</sup> of each year. In these cases the towns have a 90-day closeout period to pay the bills or complete the services and request a reimbursement.
5. **All reimbursement requests for the performance period ending on September 30, 2013 must be received by DEMHS by December 31, 2013 in order to be reimbursed.**



**State of Connecticut**  
**Department of Emergency Services & Public Protection**  
**Division of Emergency Management & Homeland Security**



**Reimbursement Request**

(Revised May 2011)  
 (For Use by All DEMHS Sub-Grantees)

**This is an electronic form. It must be completed on the computer and then printed for signatures.**

Grantee Name: \_\_\_\_\_  
 Remittance Address: \_\_\_\_\_  
 \_\_\_\_\_  
 FEIN # (Mandatory): \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Grant Award Number: \_\_\_\_\_

<b>DEMHS USE ONLY</b>	
PC1#:	EHS99530-
PO#:	_____
Original Signature is required. Fax copies will not be accepted.	

**For sub-grantees, a separate reimbursement request is required for each project.**

Please select appropriate response from the five (5) required categories below:

- |  |
|--|
| 1. Funding Year: <a href="#">Click Here</a>                            |
| 2. Funding source supporting activity: <a href="#">Click Here</a>      |
| 3. Project best reflecting activity: <a href="#">Click Here</a>        |
| 4. Solution area activity is attributed to: <a href="#">Click Here</a> |
| 5. Discipline area activity benefits: <a href="#">Click Here</a>       |

**Mandatory:** Please describe project activities that were completed for which reimbursement is requested:

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*\*\* If this request is a result of Training, Backfill or Overtime, please refer to the DEMHS Grant Policy #1, relating to \$200.00 per day limitation and approved ODP class restrictions.*

**Amount seeking reimbursement \$**      . Attach required supporting documentation (invoice, proof of payment, packing slips and training cert. (Time & attendance sheets in cases of OT or Backfill reimb.).

**Mandatory:** Please describe the overall success of your project and/or achievement toward project goals. Be sure to include a statement indicating to what extent the project enhances the emergency management, prevention, response or mitigation capabilities in your jurisdiction.

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Reimbursements will be payable directly to the municipality and mailed to the finance office address on record or the office of the chief elected official.

**Signatures required:**

\_\_\_\_\_  
 Point of Contact or Sub-Grant Project Director  
 (Sign & Print)

\_\_\_\_\_  
 Chief Elected Official  
 (Sign Only)

\_\_\_\_\_  
 Date

**FOR DEMHS USE ONLY – DO NOT COMPLETE BEYOND THIS POINT**

DEMHS Regional Coordinator certifies that reimbursement package is complete:

Date	Signature of Regional Coordinator
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DEMHS Emergency Management Preparedness Specialist certifies the following:

Date	Signature of EMPS
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- This form has been verified to have original signatures
- The FEIN Number is identified as required on the front
- Up to date DEMHS Financial Report is on file has been reviewed
- Up to date DEMHS Progress Report is on file has been reviewed
- If final, a completed DEMHS Inventory Report is on file
- Selected for On-Site Financial Monitoring Visit – Date Scheduled \_\_\_\_\_

Date	Grant Unit Manager Approval	Date to Fiscal Unit	Fiscal Unit Approval & Date of Approval
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**Please mail this form to:**

Your DEMHS Regional Coordinator

**(Original signature required - Fax Copies will not be accepted)**



**Department of Emergency Services and Public Protection**  
**Division of Emergency Management & Homeland Security**  
**1111 Country Club Road**  
**Middletown, CT 06457**

**EQUIPMENT/PROPERTY INVENTORY REPORT**

- 1. Sub-Grantee/Custodial Owner: \_\_\_\_\_ to \_\_\_\_\_
- 2. Sub-Grant Number: \_\_\_\_\_
- 3. Project Title: \_\_\_\_\_
- 4. Period of Award: \_\_\_\_\_ to \_\_\_\_\_
- 5. Date of Report: \_\_\_\_\_
- 6. Preparer: NAME, PHONE \_\_\_\_\_

7. Agency ID Number	8. Purchased From	9. Description of Item*	10. Serial Number	11. Location	12. Acquisition Cost	13. Acquisition Date

\* Equipment is defined as assets with a value of \$1,000 or more at the time of acquisition.

15. With the completion of this project, I certify that the property described above will remain in the emergency management and homeland security system for purposes consistent with those objectives authorized for support by the state or for other activities currently or previously supported by a Federal agency. When the property is no longer needed as outlined above, I agree to the following disposition procedures: (1) items with a current per unit fair market value of less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency; (2) items with a current per unit fair market value in excess of \$5,000 may be retained or sold, and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment. Seller is also eligible for sale costs; (3) in cases where a grantee or sub-grantee fails to take appropriate disposition actions; the awarding agency may direct the grantee or sub-grantee to take other disposition actions.

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
 Project Director or Financial Officer of Record for the Sub-Grantee

### DIRECTIONS FOR THE PROPERTY INVENTORY REPORT

1. Sub-grantee – municipality, regional planning agency, or state agency.
2. Number on the sub-grant award notice.
3. Short or abbreviated title of the project.
4. Beginning and ending dates of the period of award of the grant, as amended (MM/DD/YYYY).
5. Date this form was completed (MM/DD/YYYY).
6. Name and phone number of the person who prepared this report.
7. Inventory number assigned by implementing agency.
8. Company or person who sold you the equipment. Equipment is defined as assets with a value of \$1,000 or more at the time of acquisition.
9. Description of equipment.
10. Serial number assigned to the equipment by the manufacturer, if applicable.
11. Where the equipment is physically located.
12. The cost of the equipment.
13. Date the equipment was purchased.
14. Signature of Project Director or Financial Officer of Record.

*THIS FEDERALLY REQUIRED FORM MUST BE SUBMITTED AT THE CONCLUSION OF THE GRANT AWARD PERIOD.  
PLEASE FORWARD THE COMPLETED REPORT TO:*

Department of Emergency Services & Public Protection  
1111 Country Club Road, 3<sup>rd</sup> Floor North  
Middletown, CT 06457  
Attention: Grant Unit