



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda
Regular Meeting Immediately following Town Hall Meeting
Thursday, January 5, 2017
Colchester Town Hall
Meeting Room 1**

RECEIVED
TOWN OF COLCHESTER, CT
2016 DEC 29 PM 2:04
TOWN CLERK
JENNIFER DEHAY

1. Call to Order
2. Additions to the Agenda
3. Citizen's Comments
4. Consent Agenda
 1. Approve Minutes of the December 1, 2016 Regular Board of Selectmen Meeting
 2. Commission on Aging
 - a. Linda Grzeika possible reappointment for a three-year term to expire on 12/31/2019
 - b. Jennifer DeHay possible appointment from alternate member to regular member to expire 12/31/2018
 3. Planning and Zoning Commission
 - a. John Rosenthal possible reappointment for a three-year term to expire on 12/31/2019
 - b. David Gesiak possible reappointment for a three-year term to expire on 12/1/2019
 4. Agriculture Commission – David Wasniewski possible reappointment for a three-year term to expire on 12/31/2019
 5. Tax Refunds & Rebates
 6. Possible Action on Farmview LLC Bond Balance Release – West Rd & New London Rd
 7. Possible Action on Stephen Fedus Bond Balance Release – Christy Lane
 8. Possible Action on 2016 State Homeland Security Grant Program MOA
5. Approve Minutes of the December 9, 2016 Special Board of Selectmen Meeting
6. Budget Transfers
7. Discussion and Possible Action on Police Department Naloxone Policy and Procedure
8. Discussion and Possible Action on Proposed CT Local Bridge Program Grant Application
9. Citizen's Comments
10. First Selectman's Report
11. Liaison Reports
12. Executive Session to Discuss Town Administrators Contract Negotiations
13. Discussion and Possible Action on Town Administrators Contract for July 1, 2017 – June 30, 2021
14. Adjourn



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Minutes
Regular Meeting Minutes
Thursday, December 1, 2016
Colchester Town Hall @7pm**

RECEIVED
TOWN OF COLCHESTER, CT
2016 DEC -5 AM 10:54
R. COYLE FOR MAN
TOWN CLERK

MEMBERS PRESENT: First Selectman Art Shilosky, Selectman Stan Soby, Selectman Rosemary Coyle, Selectman John Jones and Selectman Denise Mizla

MEMBERS ABSENT: none

OTHERS PRESENT: Registrar D Mrowka, TC M Wyatt, Town Planner R. Benson, Town Engineer S. Tassone; BOF R. Tarlov, and Clerk G. Therian

1. Call to Order

First Selectman A Shilosky called the meeting to order at 7:00 p.m.

2. Additions to the Agenda - none

3. Citizen's Comments – none

4. Consent Agenda

1. Action on 2017 Board of Selectmen Meeting Schedule

2. Action on 2017 Commission Chairman Meeting Schedule

3. Police Commission – Resignation of Edward Fusco

4. Tax Refunds & Rebates

\$43.15 to Christopher Tarlov, \$94.70 to Rossi Law Offices, \$92.59 to Rossi Law Offices, \$\$56,554.52 to Town of Colchester-Small Cities loan repayment account, and \$547.72 to Ally Bank

R Coyle moved to approve the consent agenda, seconded by S. Soby. Unanimously approved. MOTION CARRIED

5. Approve Minutes of the November 17, 2016 Regular Board of Selectmen Meeting

S Soby asked in the minutes of November 17, 2016, number 14, Liaison Reports, under his report to delete the words "on the Health Department and add , "in reference to State Budget and its potential impact" before the words Fiscal Accountability Report.

S. Soby moved to approve the Selectmen meeting minutes of November 17, 2016 as amended, seconded by D. Mizla, Unanimously approved. MOTION CARRIED.

6. Budget Transfers - none

7. Discussion and Possible Action on CHVFC Tax Exemption

R. Coyle moved to approve the CHVFC Tax Exemption, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

8. Discussion and Possible Action on Application for Property Tax incentive – 12 Broadway

S. Soby moved to approve the Application for Property Tax Incentive – 12 Broadway as recommended by the Economic Development Commission, seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

9. Discussion and Possible Action on Park Place Subdivision Bond Reduction

S. Soby moved that the Town of Colchester release a total of \$99,792.00 of the Erosion and Sediment control cash bond to Park Place Holdings for the Park Place Subdivision as recommended by the Town Engineer, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

10. Discussion and Possible Action on Memorandum of Agreement for Colchester Antique Veterans

R. Coyle moved to approve the Memorandum of Agreement for Colchester Antique Veterans and authorize the First Selectman to sign all papers, seconded by J. Jones. Unanimously approved. MOTION CARRIED

11. Citizens Comments – none

12. First Selectman's Report

A. Shilosky said that the library received a donation in the amount of \$10,000 from the estate of Philip Liverant. The money will be used to replace computers. He said that many of the Boards and Commissions need members. The Police are looking to replace hand guns. Sgt. Martinez will send the NARCON information to the State policy for review. The Board will need to review this policy when this is completed. He is looking into upgrading the existing phone system for all the Town buildings. The Fire Department is looking at the paramedic program as the fees are increasing each year. They are in the process of gathering information about having a 24/7 Town paramedic staff and the costs at this time for future review and consideration.

13. Liaison Reports

R Coyle reported on the Chatham Health meeting. She said that the state lead program grant has been reinstated. She said that Chatham Health District would like to partner with the health plan of a participating town to lower their cost for employee's insurance. The Health District is beginning to work on the budget for next year. She reviewed several of the cost reductions being made to the District's operations. They are also moving forward on the Radon program. She also spoke in favor of the new Health Director.

S. Soby reported on Chatham Health District also. He stated that the Health District is reviewing their fee schedule. They are also trying to simplify the Food Service permits. He said that the District is exploring the handling of the financial work either internally or through an outside source.

14. Adjourn

J. Jones moved to adjourn at 7:17 p.m., seconded by R. Coyle. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Gail Therian, Clerk

Commission on Aging-7 Members, 2 Alternates, 3 year terms

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	Jean Stawicki	D	860-537-2013	stawicklaw@snet.net	12/1/2018
Vice Chair	Eleanor Phillips	U	860-531-9388	ephillips525@msn.com	12/31/2019
Member	VACANT				12/31/2018
Member	Robert Gustafson	D	860-537-3889	rguscha@sbcglobal.net	12/1/2017
Member	Goldie Liverant	D	860-537-2151	goldieliverant@att.net	12/31/2016
Member	Marion Stanavage	R	860-537-5111	mstanavage@sbcglobal.net	12/1/2017
Member	Marjorie Mlodzinski	U	860-603-2047	mmlodzin@yahoo.com	12/1/2018
Alternate	Jennifer DeHay	D	860-537-8765	jidehay@snet.net	12/1/2018
Alternate	Linda Grzeika	R	860-537-5560	grzeika@me.com	12/31/2016
Clerk	Michelle Komoroski	n/a	860-537-9105	rmtdkomo@sbcglobal.net	

Commission on Aging



TOWN OF COLCHESTER

Commission on Aging

95 Norwich Ave., Colchester, Connecticut 06415

(860) 537-3911

Where Tradition Meets Tomorrow

December 14, 2016

Selectmen's Office
127 Norwich Avenue
Colchester, CT 06415

Re: Commission on Aging
Vacancy

Dear Board of Selectmen,

Since the resignation of Rose Levine in November of this year there has been a vacancy on the Commission on Aging. At the Commission on Aging meeting held on December 12, 2016, the members of the Commission voted to recommend the move of Alternate Jennifer Rayburn DeHay to the position of full member.

Please advertise the available position of alternate for this Commission.

Sincerely,

Jean M. Stawicki
Chairman

Planning and Zoning Commission-7 Members, 2 Alternates, 3 year terms

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	Joseph Mathieu	R	860-537-5918	jmathieu@comcast.net	11/30/2019
Vice Chair	John R. Novak	R	860-537-4566	jrn4@snet.net	12/1/2018
Secretary	Mark Noniewicz	R	860-537-5066	mnoniewicz@comcast.net	12/31/2017
Member	John Rosenthal	U	860-537-6428	rosenthal.john7@gmail.com	12/31/2016
Member	David Gesiak	U	860-537-4161	dgiesak@sbcglobal.net	12/1/2016
Member	Jason Tinelle	R	860-537-1613	tinelle_bosnia@yahoo.com	12/31/2017
Member	VACANT				12/1/2015
Alternate	Karen Godbout	R	860-537-6630	kergodbo@comcast.net	12/31/2017
Alternate	Beverly Seeley	R	860-267-8580	b_seeley@sbcglobal.net	12/31/2017

Planning and Zoning Commission

Agriculture Commission-5 Members, 2 Alternates, 3 year terms

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	Christopher Bourque	R	860-267-8628	jcbourque57@msn.com	11/30/2017
Vice Chair					11/30/2017
Member	Olivia Duksa	R	860-365-0253		11/30/2018
Member	Donna Rosenblatt	D	860-267-4975	<u>rosenpetal@sbcglobal.net</u>	11/30/2017
Member	David Wasniewski	R	860-861-0231	david.w.wasniewski@gmail.com	12/31/2016
Alternate	Charles Csere	R	860-537-4013	<u>ctcsere@gmail.com</u>	11/30/2018
Alternate	Leslie Curtis		860-537-8208	<u>lesliecurtis@yahoo.com</u>	11/30/2019

Agriculture Commission



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Board of Selectmen Minutes
Special Meeting Minutes
Thursday, December 9, 2016
Colchester Town Hall @ 12:30pm

MEMBERS PRESENT: First Selectman Art Shilosky, Via teleconference - Selectman Stan Soby, and Selectman Denise Mizla

MEMBERS ABSENT: Selectman John Jones and Selectman Rosemary Coyle

OTHERS PRESENT: CFO Maggie Cosgrove and Clerk Tricia Dean

1. Call to Order

First Selectman A Shilosky called the meeting to order at 12:35 p.m.

2. Discussion and Possible Action on Blight Ordinance

A Shilosky stated the last step is for the Board to approve. The Town Clerk will then send a summary of the ordinance to the newspapers.

S Soby moved to approve the Blight Ordinance as presented and follow specified regulations effective January 2017, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

3. Discussion and Possible Action on Sending Tax Incentive – 12 Broadway to Town Meeting

S Soby moved to send 12 Broadway Tax Incentive to Town Meeting on January 5, 2017 prior to Board of Selectmen meeting, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

4. Discussion and Possible Action on Memorandum of Agreement between the Town and Veteran's Honor Guard of Colchester

A Shilosky stated that the previous name "Antique Veteran's" has been changed to "Veteran's Honor Guard." A revised MOU was done to reflect that change.

D Mizla moved to authorize the First Selectman to sign MOA between the Town and the Veteran's Honor Guard of Colchester, seconded by S. Soby. Unanimously approved. MOTION CARRIED

5. Transfers

S. Soby moved to approve the FY 15-16 block as approved by the Board of Finance, seconded by D. Mizla, Unanimously approved. MOTION CARRIED.

S Soby moved to approve the FY 15-16 Finance Dept. transfer as corrected, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

D Mizla moved to approve the FY 16-17 Tax Office transfer, seconded by S Soby. Unanimously approved. MOTION CARRIED.

6. Adjourn

S Soby moved to adjourn at 12:39 p.m., seconded by D Mizla. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Tricia Dean, Clerk

RECEIVED
COLCHESTER, CT
2016 DEC 12 PM 12:57
CAYLE FURMAN
TOWN CLERK

Colchester Police Department

Intranasal Naloxone Policy & Procedure

SUBJECT: NARCAN (NALOXONE) PROCEDURES		
Issue Date:	Effective Date:	Distribution: All Personnel
Amends/Rescinds GO:		Review Date: / /
Per Order of: XXXXXX, Signature		
<i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i>		

I. **PURPOSE**

To establish guidelines and procedures governing the utilization of the Nasal Narcan (Naloxone) administered by members of the Colchester Police Department. The objective is to treat Opioid Overdoses and reduce fatal Opioid Overdoses.

II. **POLICY**

It shall be the policy of the Colchester Police Department that Officers, who will be administering Nasal Narcan are properly trained in the use and deployment of the Nasal Narcan in a manner consistent to the protocols of the State of Connecticut Department of Health and Addiction Services, Office of Emergency Medical Services.

III. **PROCEDURE**

The Colchester Police Department will have available the Nasal Narcan kit in the following location:

- First Aid Pouches containing the Nasal Narcan will be in a clearly marked protective case and affixed to the AED Units.

Before starting patrol all uniformed personnel will ensure their patrol vehicle is equipped with a Nasal Narcan.

Replacement doses of Narcan will be kept in the storage closet.

NOTE: Nasal Narcan may be damaged by extreme temperatures, both high and low. Due to this fact, the Nasal Narcan must be stored in the interior of the patrol car and the Nasal Narcan must be removed from the vehicle and stored in the Police Department after a shift is completed.

The Resident Trooper Sergeant or his/her designee shall be designated as the Nasal Narcan Coordinator. The Nasal Narcan Coordinator shall be responsible for the following:

1. Ensuring the Nasal Narcan is current and not expired.
2. Proper and efficient deployment of Nasal Narcan for patrol.
3. Replacement of any Nasal Narcan that is damaged, unusable, expired or deployed.
4. Ensuring all personnel that will be using Nasal Narcan has received appropriate training in such.
5. Ensuring that any deployment of Nasal Narcan will have a corresponding police report documenting such deployment.

A. Nasal Narcan Use

When using the Nasal Narcan kit officers will maintain universal precautions, perform patient assessment; determine unresponsiveness, absence of breathing and/or pulse. Officer(s) should update their communications dispatcher that the patient is in a potential overdose state. The dispatcher will then notify the EMS Unit. Officers shall follow the protocol as outlined in the Nasal Narcan training.

B. Nasal Narcan Deployment Protocol

- Identify and assess victim for responsiveness, pulse and status of breathing.
- If no pulse, initiate CPR and AED as per normal protocol; notify incoming EMS.
- If pulse is present and the victim is unconscious, assess breathing status. If breathing is adequate (breathing at a rate greater than eight (8) breaths per minute, no cyanosis) and no signs of trauma, place in the recovery position. If breathing is decreased or signs of low oxygen (cyanosis) and overdose is suspected (based on history, evidence on scene, bystander reports, physical examination) then proceed with Nasal Narcan administration.
- Retrieve Nasal Narcan kit.
- Assemble kit.
- Administer a maximum of 1 mg in each nostril for a total of 2mg, using the mucosal atomizer device.
- Initiate breathing support with bag-valve-mask and oxygen if available.
- Continue to monitor breathing and pulse – if breathing increases and there is no evidence of trauma, place in the recovery position.
- If at any time pulses are lost, initiate CPR and AED as per normal protocol.
- Keep responding EMS advised of patient status when able to do so.
- Give full report to EMS when they arrive.
- Complete documentation and internal department procedures for restocking and notification.

C. Maintenance / Replacement

- An inspection of the Nasal Narcan kit shall be the responsibility of the personnel assigned the equipment and will be conducted each shift.
- Missing or damaged Nasal Narcan kit(s) will be reported directly to the Shift Supervisor, who shall notify the Nasal Narcan Coordinator.

NOTE: Nasal Narcan may be damaged by extreme temperatures, both high and low. Due to this fact, the Nasal Narcan must be stored in the interior of the patrol car and the Nasal Narcan must be removed from the vehicle and stored in the Police Department after a shift is completed.

The Resident Trooper Sergeant or his/her designee shall be designated as the Nasal Narcan Coordinator. The Nasal Narcan Coordinator shall be responsible for the following

- Replacement: The Nasal Narcan Coordinator shall be responsible for replacing the Nasal Narcan and ensure the police department has an adequate supply available for patrol use.

D. Documentation / Nasal Narcan Report

Upon completing the medical assist, the officer shall submit an Incident report detailing the nature of the incident, the care the patient received and the fact that the Nasal Narcan was deployed. The report will be forwarded to the Nasal Narcan Coordinator. There will be an Office of Emergency Medical Services (OEMS) reporting form that will be filled out as well. These records must be completed for statistical value and tracking of the Nasal Narcan deployments by law enforcement personnel.

Colchester Police Department

Intranasal Naloxone Policy & Procedure

Intranasal Naloxone

a. Purpose

The purpose of this policy is to participate, together with multiple agencies, in a statewide initiative focused on public health issues regarding opioid-related drug overdose victims. In an effort to reduce statewide fatalities resulting from opioid overdoses, the Colchester Police Department shall establish procedures for police officers to:

- (1) Identify the symptoms of a person suffering from an opioid overdose; and
- (2) Administer Intranasal Naloxone.

b. Policy

- (1) It is the policy of the Colchester Police Department to provide assistance to any person(s) who may be suffering from an opioid overdose. Police Officers may administer Intranasal Naloxone provided he/she have been trained in accordance with DESPP policies and procedures.
- (2) Intranasal Naloxone shall be issued to all Police Officers for the treatment of opioid-related drug overdose victims. An on-duty Police Officer shall be dispatched to any call that relates to a drug overdose. The responding Police Officer shall:
 - (a) Provide immediate assistance via the administration of Intranasal Naloxone, when appropriate;
 - (b) Provide treatment commensurate with his/her first responder training;
 - (c) Assist other EMS personnel on scene; and
 - (d) Handle any criminal investigations that may arise.
- (3) The Colchester Officers shall be trained in the proper administration of Intranasal Naloxone. The Colchester Police Department shall establish and maintain a professional affiliation with a physician who shall provide medical oversight in training, use and administration of Intranasal Naloxone (Program Medical Advisor). The Program Medical Advisor shall be licensed to practice medicine within the State of Connecticut and may make recommendations regarding the policy, oversight, and administration of the Colchester Police Department Intranasal Naloxone program.
- (4) The Commanding Officer of the Connecticut State Police Training Academy shall oversee the management of the Intranasal Naloxone program in conjunction with the DESPP Naloxone Monitoring and Advisory Committee.

c. Definitions

- (1) Drug Intoxication
 - (a) Impaired mental or physical functioning as a result of the use of physiological and/or psychoactive substances, i.e.: euphoria, dysphoria, apathy, sedation, attention impairment.
- (2) EMS
 - (a) "Emergency Medical Services" that provide pre-hospital emergency medical care; such practitioners provide out of hospital care for those with illness or injury.
- (3) Intranasal Naloxone Kit
 - (a) The kit shall contain:
 - 1. Instructions for administering Intranasal Naloxone (printed on bag);
 - 2. One (1) prefilled luer-lock syringe, without a needle, 2 mg of Naloxone in 2ml of solution, within manufacturer assigned expiration date; and
 - 3. One (1) mucosal atomizer device (MAD) tip, compatible with standard luer-lock syringe.
- (4) Mucosal Atomization Device (MAD)
 - (a) A device used to deliver a mist of atomized medication that is absorbed directly into a person's blood stream and directly into the brain and cerebrospinal fluid via the nose to brain pathway. This method of medication administration achieves medication levels comparable to injections.
- (5) Intranasal Naloxone
 - (a) An opiate receptor antagonist and antidote for opiate overdose produced in intranasal form.
- (6) Opioid
 - (a) A medication or drug that is derived from the opium poppy or that mimics the effect of an opiate. Opioid drugs are narcotic sedatives that depress activity of the central nervous system, reduce pain, induce sleep, and in overdose, will cause individuals to stop breathing. Opioids can be in a natural form such as morphine and codeine as well as a synthetic form including heroin, fentanyl, buprenorphine, hydromorphone, hydrocodone as found in Vicodin® , oxycodone, methadone, oxycodone as found in OxyContin®, Percocet® and Percodan®.
- (7) Opioid Overdose
 - (a) An acute condition including, but not limited to extreme physical illness, decreased level of consciousness, respiratory depression, coma, or death resulting from the consumption or use of an opiate, or another substance with

which an opiate was combined, or that a layperson could reasonably believe to be an opiate-related drug overdose that requires medical assistance.

- (8) Acute Opioid Withdrawal
 - (a) A withdrawal state that may occur as a result of Intranasal Naloxone administration. This state may be associated with vomiting, agitation, and combativeness.
- (9) Victim
 - (a) A person who may be experiencing an opioid overdose.
- (10) Universal Precautions
 - (a) An approach to infection control to treat all human blood and certain human body fluids as if they were known to be infectious for HIV, HBV and other blood borne pathogens.
 - 1. Intranasal Naloxone shall be administered utilizing universal precautions.
- (10) DESPP Naloxone Monitoring and Advisory Committee
 - (a) A committee appointed by the DESPP Commissioner comprised of representatives from the Department of Mental Health and Addiction Services (DMHAS), Department of Correction (DOC), Department of Public Health (DPH), DESPP, and the Program Medical Advisor. The committee shall meet regularly to monitor the DESPP Intranasal Naloxone program and make recommendations, as needed.
- (11) Program Medical Advisor
 - (a) A physician licensed to practice medicine in the State of Connecticut who shall be responsible for reviewing the medically-related components of the DESPP Intranasal Naloxone program on a regular basis to identify any issues and make recommendations for change to the program on a timely basis. These recommendations shall be directed to the DESPP Naloxone Monitoring and Advisory Committee for action.

d. Procedures

- (1) Administration of Intranasal Naloxone
 - (a) When a Police Officer has arrived on scene or is dispatched to a medical emergency prior to the arrival of EMS, and has made a determination that a victim is suffering from an opioid overdose, the following steps shall be taken:
 - 1. The Police Officer shall contact the troop to advise of possible opioid overdose and request EMS response. Desk personnel shall then contact the appropriate EMS personnel.
 - 2. The Police Officers shall conduct a medical assessment of the victim in accordance with Emergency Medical Responder (EMR) training and shall follow adopted DESPP protocols.

3. The Police Officer shall use universal precautions and protection from blood borne pathogens and communicable diseases when administering Intranasal Naloxone.
4. Prior to the administration of Intranasal Naloxone, the Police Officer on scene shall ensure the victim is in a safe location and remove any object(s) from the victim's immediate reach that could be used as a dangerous instrument(s).
5. The Police Officer shall determine the victim's responsiveness, identify symptoms of opioid overdose and when appropriate, administer the medication from the Intranasal Naloxone Kit following the training guidelines.
6. The Police Officer shall administer the Intranasal Naloxone as follows:
 - [a] For adults and children, one (1) milligram of Intranasal Naloxone per nostril;
 - [b] For infants and toddlers, half (½) a milligram of Intranasal Naloxone per nostril; and
 - [c] If the victim does not respond within 3-5 minutes of the first Intranasal Naloxone dose, the Police Officer shall re-assess the victim for responsiveness, pulse and status of breathing and a second dose may be administered by EMS personnel or a second Police Officer on scene, when appropriate.
7. The Police Officer shall be aware that treated victims who are revived from an opioid overdose may regain consciousness and may experience an acute opioid withdrawal. A rapid reversal of an opioid overdose may cause projectile vomiting.
8. The victim shall continue to be observed and treated as the situation dictates as the Intranasal Naloxone dose is only effective for approximately twenty (20) minutes.
9. The administering Police Officer shall inform EMS about the treatment and condition of the victim, and shall not relinquish care of the victim until relieved by a person with a higher level of training.
10. Once used, the Intranasal Naloxone device is considered bio-hazardous material and shall be turned over to EMS personnel, or shall be disposed of in accordance with A&O Manual Section 4.13.1.

(2) Narcotics and drug paraphernalia

- (a) The Police Officer shall seize any illegal and/or non-prescribed narcotics, including drug paraphernalia that is found on the victim, or in the immediate area, and process the evidence in accordance with A & O Manual Sections 21.1.1, 21.1.2, and 21.1.4.

(b) In accordance with C.G.S §§ 21a-279 and 21a-267, the Police Officer cannot charge a victim with possession of drugs or drug paraphernalia based solely on discovery of evidence resulting from medical assistance for a drug overdose. Connecticut General Statutes do not bar prosecution for possession of drugs and/or drug paraphernalia with intent to sell or dispense.

1. C.G.S §§ 21a-279 and 21a-267 prohibit prosecuting any person who seeks or receives medical assistance in "good faith" under the following scenarios: when a person seeks assistance for someone else based on a reasonable belief that the person needs medical attention for himself/herself, when a person seeks medical attention based on a reasonable belief that he or she is experiencing an overdose, or when another person reasonably believes that he or she needs medical attention.

[a] "Good faith" does not include seeking medical assistance while law enforcement officers are executing an arrest or search warrant or conducting a lawful search.

e. Certification and re-training

- (1) Only Police Officers who have completed the DESPP approved training course in the use and proper administration of Intranasal Naloxone shall be authorized to administer Intranasal Naloxone.
- (2) Re-training is required annually to maintain DESPP certification to carry and administer Intranasal Naloxone.

f. Issue, storage, and replacement of Intranasal Naloxone Kit

- (1) Issue of Intranasal Naloxone
 - (a) Intranasal Naloxone shall be issued to a Police Officer in an Intranasal Naloxone Kit.
 - (b) Police Officers carrying the Intranasal Naloxone Kit shall have a CPR facemask/barrier device available for mask to mouth resuscitation or a bag valve mask (BVM).
 - (c) Each troop that maintains a holding facility, booking area, and/or processing room shall be equipped with an Intranasal Naloxone Kit and a CPR face mask or BVM.
- (2) Storage
 - (a) Police Officers shall be required to maintain the Intranasal Naloxone Kit and a CPR face mask or BVM within his/her assigned vehicle at all times.
 1. In accordance with manufacturer's instruction, Intranasal Naloxone must be kept out of direct light and stored at room temperature (between 59 and 86 degrees Fahrenheit).
 2. Intranasal Naloxone should not be left in a vehicle for extended periods of time and should not be subjected to extreme temperatures (heat or cold since it will freeze) as it may impact the effectiveness of the medication.
 - (b) Every Officer assigned an Intranasal Naloxone Kit shall be subject to an inspection of the kit as part of semi-annual personnel and equipment inspections.

1. Check for the manufacturer's expiration date located on the outside of the kit.

(3) Replacement

- (a) Replacement Intranasal Naloxone Kits shall be stored at the Colchester Police Department and disseminated by the Colchester Resident State Trooper or his/her designee.

1. All Intranasal Naloxone Kits that have been opened, whether or not Intranasal Naloxone was administered, shall be returned along with the Intranasal Naloxone Usage Report Form, DESPP-472-C, through the chain of command to the Resident State Trooper Sergeant or his/her designee.

[a] The Police Officer shall complete the Intranasal Naloxone Usage Report Form, DESPP-472-C, and shall note in the comment section, the reason the kit was opened.

2. In the event that an Intranasal Naloxone Kit is expired or has been used, the Officer shall contact the Colchester Resident State Trooper or his/her designee for a replacement.

3. All expired or damaged Intranasal Naloxone Kits shall be sent to the Colchester Resident State Trooper or his/her designee.

- (b) Intranasal Naloxone Kits that are lost, damaged, or exposed to extreme temperatures shall be reported to the Colchester Resident State Trooper utilizing the Report of Equipment Damage Form, DPS-97-C, (Refer to A&O Manual Section 13.12.3).

(c) Theft of Intranasal Naloxone Kit(s)

1. The Police Officer shall report the incident to the troop or police department having jurisdiction where the crime occurred.
2. The Police Officer shall detail the circumstances in a written memorandum and shall forward the memorandum to the Colchester Resident State Trooper.

g. Reporting requirements

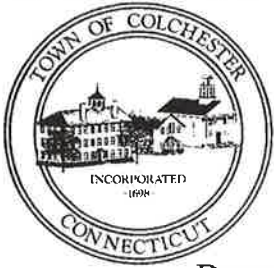
(1) After utilization of an Intranasal Naloxone Kit:

- (a) Desk personnel shall create a CAD "Call for Service" (CFS) event number and the "type of event" shall be listed as a "Medical Assist" with a sub-type of "Naloxone."
 - (b) If narcotics and/or drug paraphernalia are seized in relation to the drug overdose, desk personnel shall create a new CAD CFS event number and the "type of event" shall be listed as a "Narcotics Violations." This "type of event" shall be cross-referenced to the "Medical Assist."
1. The Police Officer shall conduct a detailed investigation and shall document the investigation in a written report utilizing the "Narcotic Violations" case number.

- (c) The Intranasal Naloxone Usage Report Form, DESPP-472-C shall be completed in its entirety. A copy of the report shall be submitted to the Resident State Trooper.
- (d) The Resident State Trooper or his/her designee shall forward all Intranasal Naloxone Usage Report Forms to the Program Medical Advisor.
- (2) Completing the Intranasal Naloxone Kit Distribution Tracking Form, DESPP-472-C-1
 - (a) The Resident State Trooper shall document all Police Officers certified to administer Intranasal Naloxone by completing the form.

h. Program Monitoring

- (1) The ongoing management of the Colchester Police Department Intranasal Naloxone Program shall be the responsibility of the Resident State Trooper or his/her designee. The overall direction and monitoring of the program shall be provided by the DESPP Naloxone Monitoring and Advisory Committee. The recommendations provided by the DESPP Naloxone Monitoring and Advisory Committee will be implemented by DESPP in a timely manner.



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

December 8, 2016

To: Colchester Board of Selectmen

From: Salvatore A. Tassone P.E. – Town Engineer

Re: Resubdivision Plans “Equestrian Ridge Estates”, West Road & New London Road aka Conn. Rte. #85, Colchester, Connecticut, Prepared for Applicant: Farmview, LLC, by Tarbell, Heintz & Assoc., Inc., sheets 1 through 9 of 9. Dated 7/06/2004, revised through 9/20/04

The owner of the Referenced Subdivision – Farmview, LLC. represented by Attorney George C. Schober, P.C. has requested the release of the maintenance bond. The town is currently holding a cash bond in the amount of \$2,500.00. This bond has been in place in excess of the required 1 year period. It is therefore recommended that the remaining bond balance plus accrued interest be returned to the owner at Farmview, LLC., care of George C. Schober P.C., Attorney at law, 352 Billings Road, P.O. Box 597 Somers, CT. 06071.

RECOMMENDED MOTION:

Motion that the Town of Colchester release the remaining bond balance plus accrued interest to Farmview LLC. as recommended by the Town Engineer.



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

December 8, 2016

To: Colchester Board of Selectmen

From: Salvatore A. Tassone P.E. - Town Engineer

Re: 6-Lot Re-subdivision, Christy Lane, Colchester, Connecticut, prepared for Steve Fedus, by Vollmer Associates, LLP., sheets 1 through 4 of 4, dated September 12, 2003, revised 3/1/04.

The owner of the referenced Subdivision has requested the release of his Road Maintenance Bond. The Town is currently holding a cash bond in the amount of \$10,304.00. This bond has been in place in excess of the 1 year period required from the date the road was accepted by the town (12/1/05). It is therefore recommended that the remaining bond balance plus accrued interest be returned to the owner.

RECOMMENDED MOTION:

Motion that the Town of Colchester release the remaining bond balance plus accrued interest to Stephen Fedus as recommended by the Town Engineer.



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

December 21, 2016

Sheet 1 of 2

To: Colchester Board of Selectmen
Copy: James Paggioli – PWD, Maggie Cosgrove – CFO, Randall Benson – Planner
From: Salvatore Tassone P.E – Town Engineer *Sal Tassone*
Re: Paper Mill Road Bridge over Jeremy River

As noted on my previous memo to Colchester BOS dated February 7, 2014 the referenced bridge was downgraded to a rating of “poor” during the Connecticut DOT’s 2013 biennial bridge inspection due to some structural deficiencies. As a result, the bridge had to be posted with a specific load limit. In an effort to restore the full, unrestricted functionality of this bridge, the Town contracted with Anchor Engineering Services, Inc. to prepare a Feasibility of Improvements Study to look at possible repair/replacement of the bridge.

The completed Study was then used to apply for potential STEAP (Small Town Economic Assistance Program) grant funds to reconstruct the bridge in both 2015 and 2016. Despite our extensive efforts, the town was not successful in either of these two STEAP grant applications.

In a recent meeting of town staff with our consultant, Anchor Engineering, they reminded us that Paper Mill Road Bridge is eligible for grant funding under the State of Connecticut Local Bridge Program. If we are successful, this program will reimburse the town for 50% of the total project costs. Based on the attached Connecticut Local Bridge Program preliminary grant application for Fiscal Year 2017 as prepared by Anchor Engineering, the total project cost which consists of replacing the existing bridge superstructure with pre-stressed concrete deck units to maintain a one-lane bridge, is approximately \$300,000.

In preparation for potential bridge reconstruction in 2018, the town’s Public Works Department is proposing to include \$75,000 in its capital improvement budget for each of the next two fiscal years with the intent of having the town’s required \$150,000 (50% cost share) available by 7/1/2018.

If the town fails to secure this latest grant funding, it appears that the only funding option for this bridge will be through a designated town budget item whereby the town will need to fund the entire project cost.

It is therefore recommended that the Town, through the Public Works and Engineering Department, plan for the replacement of this Paper Mill Road Bridge to occur within the next couple of years. In the meantime, the bridge should be periodically monitored by town staff and any forthcoming Connecticut DOT bridge reports carefully monitored to determine if conditions change to warrant further load rating reductions or bridge closure till repairs can be made.

RECOMMENDED MOTION:

Motion that the Town of Colchester BOS approve moving forward with a Connecticut Local Bridge Program grant application to be prepared by Anchor Engineering for the design/reconstruction of Paper Mill Road Bridge over Jeremy River as recommended by the Town Engineer, subject to approval at a future Town Meeting.

CONNECTICUT LOCAL BRIDGE PROGRAM

FISCAL YEAR 2017

PRELIMINARY APPLICATION

PAPER MILL ROAD
OVER
JEREMY RIVER
COLCHESTER, CONNECTICUT

BRIDGE NO. 05528

December 2016



ANCHOR
ENGINEERING SERVICES, INC.

41 Sequin Drive
Glastonbury, CT 06033
T: 860.633.8770
F: 860.633.5971

TABLE OF CONTENTS

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CONNECTICUT DEPARTMENT OF TRANSPORTATION



LOCAL BRIDGE PROGRAM

PRELIMINARY APPLICATION

Preliminary application is hereby made by the Town/City/Borough of Colchester for possible inclusion in the Local Bridge Program for Fiscal Year **2017** for the following structure:

Bridge Location: Paper Mill Road over Jeremy River

Bridge Number: 05528 Structure Length: 54.0 feet Curb-to-Curb Width: 12.2 feet

Sufficiency Rating: 29.30 % Priority Rating: 27.27 %

Evaluation & Rating Performed by: State Forces Others

If Others, Name of Professional Engineer: _____

Connecticut Professional Engineers License Number: _____

Engineering Firm: _____

Engineer's Address: _____

Engineer's E-mail Address: _____

Description of Existing Condition of Structure: *(attach description)*

Description of Project Scope: _____ *(note Bridge Repair Code as per Figure 5-1 of the FY 2017 Local Bridge Program Manual; attach narrative/preliminary plans & specifications).*

Name of Municipal Official to Contact: Art Shilosky

Title: First Selectman Telephone: (860) 537-7220 Ext: Fax: (860) 537-0547

Mailing Address: Town of Colchester Town Hall, 127 Norwich Avenue Colchester, CT 06415

E-mail: Selectman@ColchesterCT.gov

Anticipated Schedule:

(MM/DD/YYYY)

Public Meeting Conducted: 06/10/2017

Design Completion: 12/31/2017

Property Acquisition Completion: N/A

Utilities Coordination Completion: N/A

Construction Advertising: 02/01/2018

Supplemental Application Submission: 04/15/2018

(Not applicable for Federal Local Bridge Program Projects)
Start of Construction: 07/01/2018

Completion of Construction: 09/01/2018

Local Bridge Program – FY 2017 Preliminary Application

Bridge Number 05528, Town/City/Borough of Colchester

Preliminary Cost Figures:

Preliminary Engineering Fees (Include Breakdown of Fees)		\$ <u>41,000.00</u>
Rights-of-Way Cost (If applicable)	N/A	\$ <u>0.00</u>
Municipally Owned Utility Relocation Cost	N/A	\$ <u>0.00</u>
Estimated Construction Costs (Include Detailed Estimate)		\$ <u>213,000.00</u>
Construction Engineering (Inspection, Materials Testing)		\$ <u>24,700.00</u>
Contingencies (10% of Construction Costs Only)		\$ <u>21,300.00</u>
Total Estimated Project Cost		\$ <u>300,000.00</u>

Financial Aid Data:

NOTE: funding limited to Eligible Bridges as published at www.ct.gov/dot/localbridge or those found to be eligible in accordance with Section 2.3 – Priority Lists of the FY 2017 Local Bridge Program Manual.

Federal Reimbursement:

Total Estimated Project Cost multiplied by 80%:

Federal Aid Request \$ _____

State Local Bridge Project Grant: (Cannot be combined with Federal reimbursement)

Municipal Grant Percentage 50.00 % of Total Cost (Appendix 2 of FY 2017 Local Bridge Program Manual)

Project Grant Request: \$ 150,000.00

Other Source of State or Federal funding received/applied for: \$ 0.00, State/Federal N/A

Funding program: N/A

I hereby certify that the above is accurate and true, to the best of my knowledge and belief. I also certify that this form has not been modified in any way from that distributed by the Department of Transportation for FY 2017.

Signature: _____ Date: _____

Name: Art Shilosky Title: First Selectman
(Must be signed by Chief Elected Official, Town Manager, or other Officer Duly Authorized)

Return **original signed applications** to:

Mr. Francisco T. Fadul, P.E.
Project Engineer for the Local Bridge Program
Connecticut Department of Transportation
2800 Berlin Turnpike, P.O. Box 317546
Newington, Connecticut 06131-7546

2. DESCRIPTION/EXISTING CONDITION

The bridge carrying Paper Mill Road over Jeremy River consists of a multi steel beam with timber deck superstructure on cast-in-place concrete stem abutments (with original stone masonry abutments behind) supported on concrete spread footings. Based on the recent bridge inspection report, the existing bridge was constructed in 1987. The existing bridge curb-to-curb width is approximately 12'-1". The structure has a clear span length of 51' and is eligible for State funding under the Local Bridge Program for fiscal year 2017.

Deck

According to the ConnDOT bridge inspection report (dated 09/02/2015), the deck is in fair condition (rating = 5). The bituminous concrete wearing surface exhibits numerous transverse cracks following the timber plank seams. The timber planking shows some splits and broken edges of the planks, most likely caused by plow damage. The timber rail system exhibits checking, splits, shakes and weathering. Three sections of the top rail are disconnected from timber posts and the rails are loose. Subsequent to the inspection, the Town has performed repairs to the timber railings.

Superstructure

According to the ConnDOT bridge inspection report (dated 09/02/2015), the superstructure is in serious condition (rating = 3). The elastomeric pads show horizontal cracks in the front face and some deformation. The steel sole plates and anchor bolts of the bearings have severe rust with section loss. All five steel girders have slight negative camber. The paint/coating has deteriorated and the steel beams show rust throughout. All girder ends exhibit heavy laminar rust with section loss. There is moderate to heavy rust between the top flanges and deck soffit. Both the top flange and bottom flange for Girder #1 and the web exhibit more than 30% section loss. Similar section loss exists for Girders #2, #3 and #5 with a more notable section loss of about 38% for the bottom flange of Girder #2.

Substructure

According to the ConnDOT bridge inspection report (dated 09/02/2015), the substructure is in satisfactory condition (rating = 6). The original masonry abutments are in place behind the concrete stems. For abutment #1 (west) there are areas of minor honeycombing and medium scale. For abutment #2 (east) there are also some areas of minor honeycombing and medium scale. The concrete spread footings under the concrete stems exhibit light to heavy scale along the front faces of each. The south end of abutment #1's (west) footing was undermined 15" long x 8" high x 20" deep at the time of the inspection. According to the 09/02/2015 inspection report, the bridge shows signs of channel scour under the structure with footings exposed at both abutments and has been rated scour critical as well. However, subsequent to the inspection, riprap scour protection/channel restoration at and just upstream of the bridge has been installed as part of the Dam Removal and River/Mill Restoration Projects and the abutment footings of concern are no longer exposed or susceptible to scour.

It should be noted that the dry masonry retaining walls have stones that are crushed and cracked up to ½ inches wide. In addition, there are voids between the stones up to 6 feet deep.

3. RECOMMENDATIONS/PROPOSED WORK

Due to the serious condition of the superstructure, the satisfactory condition of the substructure, and the recent installation of the riprap scour protection and channel restoration work at and just upstream

of the bridge, rehabilitation of the bridge is recommended. The proposed rehabilitation work would include the following:

- 1) Remove the existing superstructure (timber deck, timber railings and steel beams including the bearings) in its entirety.
- 2) Modify the bridge seat of both abutments (to remain) to accommodate the new superstructure.
- 3) Install four (4) new 4' wide prestressed deck units to provide 12' curb to curb with two (2) reinforced concrete parapets.
- 4) Perform repairs to and fill in voids for all of the existing dry masonry retaining walls as required.
- 5) Construct new roadway approaches and metal beam rail along the approaches.

The estimated construction cost for the proposed work is \$213,000.00. A detailed cost opinion is provided on the following pages.

PAPER MILL ROAD BRIDGE, COLCHESTER CONNECTICUT
 BRIDGE REHABILITATION
 PRELIMINARY OPINION OF CONSTRUCTION COSTS
 DECEMBER 2016

I. CONTRACT ITEMS

ITEM	QUANTITY	PAY UNIT	UNIT COST	TOTAL COST
A - ROADWAY ITEMS				
EARTH EXCAVATION	10	CY	\$30	\$300
FORMATION OF SUBGRADE	75	SY	\$3	\$215
SUBBASE	25	CY	\$45	\$1,125
HMA S0.50	12	TON	\$225	\$2,700
METAL BEAM RAIL R-B 350	80	LF	\$30	\$2,435
METAL BEAM RAIL R-B 350 - END ANCHORAGE	4	EA	\$1,500	\$6,000
R-B 350 BRIDGE ATTACHMENT	4	EA	\$2,700	\$10,800
SEDIMENTATION CONTROL	200	LF	\$7	\$1,456
TOPSOIL & TURF ESTABLISHMENT	100	SY	\$5	\$507
TOTAL ROADWAY ITEMS				\$25,538
B - BRIDGE ITEMS				
STRUCTURE EXCAVATION - EARTH (EXCLUDING COFFERDAM & DEWATERING)	25	CY	\$30	\$750
PERVIOUS STRUCTURE BACKFILL	30	CY	\$55	\$1,650
HMA S0.50	4	TON	\$220	\$880
HMA S0.375	8	TON	\$225	\$1,800
REMOVAL OF EXISTING SUPERSTRUCTURE	1	LS	\$25,000	\$25,000
PRESTRESSED DECK UNITS (4'-0" X 1'-6")	210	LF	\$230	\$48,300
ELASTOMERIC BEARING PADS	880	C.I.	\$2	\$1,399
CLASS "A" CONCRETE	10	CY	\$900	\$9,000
CLASS "F" CONCRETE	30	CY	\$1,200	\$36,000
DEFORMED STEEL BARS	1200	LB	\$2.37	\$2,844
DEFORMED STEEL BARS - EPOXY COATED	4000	LB	\$2.33	\$9,320
MEMBRANE WATERPROOFING (WOVEN GLASS FABRIC)	80	SY	\$75	\$6,000
DAMPPROOFING	20	SY	\$19	\$386
3 TUBE CURB MOUNTED BRIDGE RAIL	0	LF	\$300	\$0
REMOVAL OF EXISTING MASONRY	5	CY	\$300	\$1,500
TOTAL CULVERT ITEMS				\$144,829

PAPER MILL ROAD BRIDGE, COLCHESTER CONNECTICUT
 BRIDGE REHABILITATION
 PRELIMINARY OPINION OF CONSTRUCTION COSTS
 DECEMBER 2016

C - ENVIRONMENTAL ITEMS				
TOTAL ENVIRONMENTAL ITEMS				\$0
D - TRAFFIC ITEMS (NOT APPLICABLE)				
TOTAL TRAFFIC ITEMS				\$0
CONSTRUCTION COSTS (A + B + C + D)				
TOTAL CONSTRUCTION COSTS				\$170,367
E - 15% MINOR ITEMS / 0% CONTINGENCY COSTS (Included Separately in Application Cost Breakdown)				
15% OF (A + B + C + D)				\$25,555.12
TOTAL MINOR ITEMS				\$25,555
F - LUMP SUM ITEMS (PERCENTAGE OF A + B + C + D)				
MOBILIZATION (7.0%)	1	LS	\$11,926	\$11,926
MAINTENANCE AND PROTECTION OF TRAFFIC (1.0%)	1	LS	\$1,704	\$1,704
CONSTRUCTION STAKING (1.0%)	1	LS	\$1,704	\$1,704
CLEARING & GRUBBING (1.0%)	1	LS	\$1,704	\$1,704
TOTAL LUMP SUM ITEMS				\$17,037
TOTAL CONTRACT COSTS				
TOTAL CONSTRUCTION ITEMS (A + B + C + D)				\$170,367
TOTAL MINOR ITEMS (E)				\$25,555
TOTAL LUMP SUM ITEMS (F)				\$17,037
TOTAL CONTRACT ITEMS				\$213,000

II. CONSTRUCTION COST

TOTAL CONSTRUCTION COSTS	
TOTAL CONTRACT ITEMS	\$213,000

PRELIMINARY ENGINEERING FEES BREAKDOWN	
SURVEY	\$5,000
DESIGN	\$26,000
PERMITTING	\$5,000
CONSTRUCTION BIDDING	\$5,000
TOTAL ENGINEERING FEES	\$41,000



**FFY 2016 STATE HOMELAND SECURITY GRANT PROGRAM
Region 4 MEMORANDUM OF AGREEMENT**




Data Sheet


Step 1- Fill out this datasheet form to auto populate MOA document in this PDF file.

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

Step 2-After populating the document, print out entire MOA and obtain the correct signatures as outlined by the completion checklist on the following page.

Town Information: 	
Person Completing Document:	Art Shilosky
Municipality Name:	TOWN OF COLCHESTER
Town CEO Name:	Art Shilosky
Town CEO Title (ie. Mayor):	First Selectman

***Municipality Name - Municipalities can enter the name as either the long or short name, for example: enter name as either "New Haven" or "City of New Haven"**

Point of Contact Information: 	
POC Name & Title:	Art Shilosky, First Selectman
Address:	127 Norwich Ave Colchester CT 06415
Email:	townhall@colchesterct.gov
Phone:	860-537-7220
Fax:	860-537-0547



**FFY 2016 STATE HOMELAND SECURITY GRANT PROGRAM
Region 4 MEMORANDUM OF AGREEMENT
CHECKLIST**



Please use this checklist to insure completion and accuracy of the following agreement.

1.

Instructions for: TOWN OF COLCHESTER

Received by: Art Shilosky

For the MOA:

- A municipal point of contact been identified in Part III, Section L.
- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.

Authorizing Resolution Attached

The Blanket Resolution Template includes the recommended language for the resolution. If you do not use this template, the resolution must reference the FFY 2016 Homeland Security Grant Program. No other resolutions will be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2016 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

Once complete, mail the complete MOA package to: James Butler, Executive Director, Southeastern CT Council of Governments, 5 Connecticut Avenue, Norwich, CT 06360

2.

Instructions for the Southeastern CT Council of Governments

Received by: _____

Review and Signature

- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.
- The Region 4 REPT Chair has signed and dated the agreement.
- The Region 4 REPT Chair's name has been typed in the space provided.
- All of the items listed on this checklist have been completed and are correct.

Once complete please contact your DESPP/DEMHS Program Manager to schedule a MOA review meeting.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2016 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

DUE DATE: January 11, 2017

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2016 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 4

I. AGREEMENT REGARDING THE USE OF FEDERAL HOMELAND SECURITY GRANT FUNDS TO SUPPORT REGIONAL SET-ASIDE PROJECTS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF COLCHESTER, the Southeastern CT Council of Governments (Fiduciary) and the Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2016 State Homeland Security Grant Program (SHSGP), Award No. EMW-2016-SS-00091. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Coordinating Council, now known as the DEMHS Advisory Council, has approved the allocation formula for grant funds available under the SHSGP;
4. DESPP/DEMHS is retaining pass-through funds from 2016 SHSGP in the total amount of \$1,668,969 on behalf of local units of government, for the following seven regional set-aside projects designed to benefit the state's municipalities:
 - a. Expand Regional Collaboration;
 - b. Connecticut Intelligence Center/Fusion Center/Critical Infrastructure;
 - c. CBRNE Detection;
 - d. NIMS/ICS Training and Exercise;
 - e. Metropolitan Medical Response System;
 - f. Citizen Corps. Program; and
 - g. Medical Preparation and Response
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 4 including TOWN OF COLCHESTER – has created, and established bylaws for, the Region 4 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 4.
6. TOWN OF COLCHESTER is eligible to participate in those Federal Fiscal Year 2016 SHSGP regional allocations made through the Region 4 REPT and not included in the set-aside projects, in the amount of \$317,698 for Region 4 which will be made available to the jurisdictions in Region 4 in the manner recommended by the Region 4 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.

B. Purpose of Agreement

The SAA and TOWN OF COLCHESTER enter into Part I of this MOA authorizing the SAA to act as the agent of TOWN OF COLCHESTER and allowing the SAA to retain and administer grant funds provided under 2016 SHSGP for the seven regional set-aside projects listed above, and also for The Southeastern CT Council of Governments to provide the financial and programmatic oversight described below.

C. SAA and TOWN OF COLCHESTER Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,668,969 in furtherance of the seven regional set-aside projects listed above.

TOWN OF COLCHESTER agrees to allow the SAA to provide financial and programmatic oversight of the \$1,668,969 for the purpose of supporting the allocations and uses of funds under the

2016 SHSGP consistent with the 2016 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. TOWN OF COLCHESTER agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the seven regional set-aside projects listed above.

D. Southeastern CT Council of Governments & TOWN OF COLCHESTER Responsibilities.

TOWN OF COLCHESTER also agrees to allow the Southeastern CT Council of Governments to provide financial and programmatic oversight of the Federal Fiscal Year 2016 regional allocation not included in the seven regional set-aside projects in the amount of \$317,698 targeted to member municipalities in DEMHS Region 4 and recommended through the Region 4 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 4 REPT and DEMHS.

II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF COLCHESTER, the Southeastern CT Council of Governments (Fiduciary), and the DEMHS Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. TOWN OF COLCHESTER has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of TOWN OF COLCHESTER, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
4. The parties also agree that TOWN OF COLCHESTER may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2016 grant funds, as approved by the Region 4 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 4 REPT.
5. The Region 4 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. The Southeastern CT Council of Governments (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 4 for Federal Fiscal Year 2016.

B. Purpose.

DESPP/DEMHS, the Region 4 REPT, Southeastern CT Council of Governments (Fiduciary), and TOWN OF COLCHESTER, enter into Part II of this MOA regarding asset(s) for which TOWN OF COLCHESTER agrees to be the custodial owner, and which are described in the approved 2016 Subgrant Application and will be added to this MOA as Appendix A.

C. Agreements and Responsibilities of the Parties.

1. Definitions.

As used in this MOA:

- The term "authorized training" means training that is authorized by DESPP/DEMHS.
- The term "custodial owner" means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(4) below.

2. Responsibilities of DESPP/DEMHS and Southeastern CT Council of Governments (Fiduciary)

In its role as SAA, DESPP/DEMHS will subgrant funds to Southeastern CT Council of Governments which, as the Region 4 Fiscal Agent, will procure the asset(s) listed in their approved Subgrant Application (which will be added to Appendix A).

3. Appendix A.

The parties agree that decisions regarding the placement of regional assets in TOWN OF COLCHESTER may be made after the execution of this agreement and that Appendix A shall be completed accordingly. TOWN OF COLCHESTER agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that Appendix A must be signed by the DEMHS Deputy Commissioner, the chair of the Region 4 REPT, and the Chief Executive Officer, or his/her designee, of TOWN OF COLCHESTER.

4. Responsibilities of Custodial Owner

TOWN OF COLCHESTER understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) which will be added to Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, TOWN OF COLCHESTER agrees:

- a. To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
- b. To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of TOWN OF COLCHESTER's municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
- c. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DESPP/DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DESPP/DEMHS;
- d. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
- e. To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DESPP/DEMHS as requested;
- f. To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DESPP/DEMHS as requested.
- g. To maintain all necessary insurance regarding the asset(s) and their use;
- h. To cooperate with any state or federal audit of the asset(s) and/or their use;
- i. To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
- j. That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
- k. That all maintenance and operations of the asset(s) by TOWN OF COLCHESTER shall conform to the manufacturer's recommendations. If appropriate, TOWN OF COLCHESTER shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of TOWN OF COLCHESTER performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

5. Responsibilities of the REPT.

The Region 4 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), TOWN OF COLCHESTER is furthering regional collaboration and mutual aid on behalf of all of the members of Region 4.

6. Assignment of Asset(s).

If TOWN OF COLCHESTER does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DESPP/DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DESPP/DEMHS will provide 60 days' notice before re-assigning the asset.

III. GENERAL TERMS OF AGREEMENT APPLICABLE TO ALL PARTS OF THIS MEMORANDUM OF AGREEMENT**A. Effective Date.**

The terms of this agreement will become effective when all parties have executed it.

B. Authority to Enter Agreement.

DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the DESPP/DEMHS pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The Municipality of TOWN OF COLCHESTER is authorized to enter into this agreement through its Chief Executive Officer, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

C. Duration of Agreement.

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by the SAA, giving TOWN OF COLCHESTER written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

D. Amendment of the Agreement.

This agreement may be modified upon the mutual written consent of the parties.

E. Litigation.

The Parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this MOA before referring the matter to any other person or entity for settlement. The Parties agree that any disputes under Part II, Paragraph C.6 shall be resolved by DEMHS. The Parties also agree that the sole and exclusive means for the presentation of any claim against the State, including the SAA, arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Parties further agree not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

F. State Liability.

The Parties agree to indemnify and hold harmless the State of Connecticut with regard to the activities described within this MOA, and recognize that the State does not waive its right to sovereign immunity with regard to any provision of this MOA. The State of Connecticut assumes no liability for funding under the terms of this MOA until TOWN OF COLCHESTER, through the Region 4 REPT, is notified by the SAA that this MOA has been approved and executed by DEMHS and by any other applicable state agency.

G. Audit Compliance.

If TOWN OF COLCHESTER through the Region 4 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then TOWN OF COLCHESTER must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut Statutes §7-396a and 396b, and the State Single Audit Act § 4-230 through 236 inclusive, and the regulations promulgated thereunder. TOWN OF COLCHESTER agrees that all fiscal records, if any, pertaining to the projects shall be maintained for a period of not less than three (3) years from the date of the signing of this MOA. Such records will be made available to state and/or federal auditors upon request.

H. Lobbying, Debarment, and Suspension.

TOWN OF COLCHESTER commits to compliance with the requirements under 28 CFR Part 66 (Uniform Administrative Requirements for Grants to States); 28 CFR Part 69, New Restrictions on Lobbying; 28 CFR Part 67, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug Free Workplace (Grants); Office of Management and Budget (OMB) Circular A-87, addressing cost principles for grants to state and local governments; 28 CFR Part 70 (Common Rules for Administrative Requirements for Grants to Non-Profits); OMB Circulars A-122 and A-21 addressing Cost Principles for Grants to Non-Profit Entities and requirements included in the Department of Homeland Security Office of Grants and Training Financial Guides.

I. Executive Orders.

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree and abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. TOWN OF COLCHESTER agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This contract is also subject to the provision of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 adopting a zero tolerance policy for workplace violence, and as such, this contract may be cancelled terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part thereof. The parties agree to abide by such Executive Order.

The contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

J. Non-Discrimination Clause.

In accordance with Public Act 88-351, the Town agrees and warrants that, (a) For the purposes of this section, "minority business enterprise" means any small grantee or supplier of materials fifty-one percent or more of the capital stock, if any, or asset(s) of which is owned by person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sect. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of the section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this section, "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.

The Town agrees and warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group or persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the

work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Town further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved: the Town agrees, in all solicitations or advertisements for employees placed by or on behalf of the Town, to state that it is an "affirmative action – equal opportunity employer" in accordance with the regulations adopted by the Commission; the Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract of understanding and each vendor with which Town has a contract of understanding, a notice to be provided by the Commission advising the labor union of workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Town agrees to comply with each provision of this section and Conn. Gen. Stat. Sect. 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sect. 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; the Town agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission, permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the Town agrees and warrants that he will make good faith efforts to employ minority business enterprises as subgrantees and suppliers of materials on such public works project.

Determination of the Town's good faith efforts shall include but shall not be limited to the following factors: The Town's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

The Town shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The Town shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation or a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer, unless exempted by regulations or orders of the Commission. The Town 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 non-compliance in accordance with Conn. Gen. Stat. Sect. 47a-56, as amended by Section 5 of Public Act 89-253; provided, if such Town becomes involved in, or is threatened with litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation prior thereto to protect the interest of the State and the State may so enter.

The Town agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Pursuant to Public Act 89-227, as amended, as of January 1, 1991, no agency of the State of Connecticut may purchase new products packaged in or composed in whole or part of polystyrene foam if such foam is manufactured using chlorofluorocarbons (CFC). Manufacturers are required by the Act to provide information regarding the CFC content of polystyrene foam used in such products or packaging to any person selling the product who requests such information. By submitting an offer to sell to or accepting an order from the State of Connecticut the vendor certifies that no CFC are used in the manufacture of polystyrene foam contained in such products or packaging.

K. Non-discrimination on the Grounds of Sexual Orientation.

1. The Town agrees/warrants that in the performance of the contract such Town 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 Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract or understanding and each vendor with which such Town has a contract or understanding and each vendor with which such Town or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor

union or workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

3. The Town agrees to comply with each provision of this Section and Sections 46a-68f of the General Statutes and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the General Statutes;
4. The Town 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 Town as related to the provisions of this section and Section 46a-56 of the General Statutes.
5. The Town shall include the provisions of paragraph (1) of this addendum 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 subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such actions with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Section 46a-56 of the General Statutes; provided, if such Town becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town 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.

L. Points of Contact.

1. The Point of Contact for the SAA	
Name & Title: Deputy Commissioner William P. Shea	
Address: 25 Sigourney Street, 6 th Floor, Hartford, CT 06106	
Emails: William.shea@ct.gov and Rita.Stewart@ct.gov	Phone: 860-256-0800
	Fax: 860-256-0815
2. The Point of Contact for TOWN OF COLCHESTER (Please fill in the following fields)	
Name & Title: Art Shilosky, First Selectman	
Address: 127 Norwich Ave Colchester CT 06415	
Email Address: townhall@colchesterct.gov	Phone: 860-537-7220
	Fax: 860-537-0547

M. Other provisions.

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or TOWN OF COLCHESTER. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

THE TOWN OF COLCHESTER

By: _____ Date: _____
 Its Chief Executive Officer
 Duly Authorized
 Typed Name &
 Title: Art Shilosky First Selectman

The Southeastern CT Council of Governments

By: _____ Date: _____
 Its Chief Executed
 Officer Duly
 Authorized
 Typed Name _____

2016 HSGP Omnibus MOA THE Region 4 REGIONAL EMERGENCY PLANNING

TEAM By: _____

Date: Its Chair
Duly Authorized
Typed Name: _____

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

By: _____
William P. Shea
Duly Authorized

Date: _____

AUTHORIZING RESOLUTION OF THE
Town Of Colchester Board Of Selectmen

CERTIFICATION:

I, Gayle Furman, Town Clerk of Town of Colchester, do hereby certify that the following is a true and correct copy of a resolution adopted by the Colchester Board of Selectmen at its duly called and held meeting on January 5, 2017, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the Town of Colchester Board of Selectmen may enter into with and deliver to the State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Arthur Shilosky, as First Selectman of the Town of Colchester, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Colchester and to do and perform all acts and things which he/she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

The undersigned further certifies that Arthur Shilosky now holds the office of First Selectman and that he/she has held that office since November 16, 2015.

IN WITNESS WHEREOF: The undersigned has executed this certificate this day of
Month Year.

Name and Title of Record Keeper

