



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

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

RECEIVED  
COLCHESTER, CT  
2014 DEC 15 PM 3:40

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the Dec 4, 2014 Regular Board of Selectmen Meeting
4. Citizen's Comments
5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
  - a. Parks & Recreation Commission
    1. Eric Kundahl possible reappointment for a four year term to expire 12/31/2018
    2. Kristen Moody possible appointment from alternate member to regular member for a four year term to expire 11/30/2018
  - b. Ethics Commission – Daniel Henderson possible reappointment for a three year term to expire 5/30/2017
  - c. Police Retirement Board– John Ringo possible reappointment for a three year term to expire 1/31/2018
  - d. Fair Rent Commission – Christina Maher possible appointment for a two year term to expire 4/30/2016
  - e. Possible Removal of Commission Members for Cause
6. Budget Transfers
7. Tax Refunds & Rebates
8. Discussion and Possible Action on Park & Rec Complex dog policy
9. Discussion and Possible Action on Commission on Aging Bylaws
10. Discussion and Possible Action on Homeland Security Grant Program MOA

Board of Selectmen  
Regular Meeting  
12/4/2014  
Page 2

11. Citizen's Comments

12. First Selectman's Report

13. Liaison Reports

14. Adjourn



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

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

RECEIVED  
COLCHESTER, CT  
2014 DEC - 8 PM 4:18

**MEMBERS PRESENT:** First Selectman Stan Soby, Selectman Denise Mizla, Selectman Bill Curran and Selectman Rosemary Coyle

**MEMBERS ABSENT:** Selectman Kurt Frantzen

**OTHERS PRESENT:** M Cosgrove CFO, R Tarlov BOF, J Paggioli PW Director, Dot Mrowka Registrar, 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**

S. Soby asked that the following item be added to the agenda as Item #11 Discussion and Possible Action on Board of Finance Survey, remaining agenda items to be renumbered accordingly.

S. Soby asked that Amendments be made to the following; 5b1, 2 and 5c to replace Chair and vice chair to members.

R Coyle moved to approve the addition to the agenda and amendments as presented, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

**3. Approve Minutes of the November 20, 2014 Regular Board of Selectmen Meeting**

D Mizla moved to approve the Regular Board of Selectmen Meeting minutes of November 20, 2014, seconded by R Coyle. Unanimously approved. MOTION CARRIED

**4. Citizen's Comments - None**

**5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations**

**a. Planning and Zoning Commission**

**1. Mark Noniewicz Possible Reappointment for a Three Year Term to expire 12/31/2017**

D Mizla moved to reappoint Mark Noniewicz as a member on the Planning & Zoning Commission for a three year term to expire 12/31/2017, seconded by B Curran. Unanimously approved. MOTION CARRIED.

Mark Noniewicz was presented with a Town of Colchester pin, by S Soby, for his hard work and dedication to the commission.

**2. Jason Tinelle Possible Reappointment for a Three Year Term to expire 12/31/2017**

R Coyle moved to reappoint Jason Tinelle as an alternate member on the Planning & Zoning Commission for a three year term to expire 12/31/2017, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

**b. Agriculture Commission**

**1. Christopher Bourque Possible Reappointment for a Three Year Term to Expire 11/30/2017**

R Coyle moved to reappoint Christopher Bourque as a member on the Agriculture Commission for a three year term to expire 11/30/2017, seconded by B Curran. Unanimously approved. MOTION CARRIED.

Robert Gustafson was presented with a Town of Colchester pin, by S Soby, for his hard work and dedication to the commission

**2. Allen Zimmerman Possible Reappointment for a Three Year Term to Expire 11/30/2017**

R Coyle moved to reappoint Allen Zimmerman as a member on the Agriculture Commission for a three year term to expire 11/30/2017, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

Allen Zimmerman was presented with a Town of Colchester pin, by S. Soby, for his hard work and dedication to the commission.

- c. **Housing Authority – Janet Labella Possible Reappointment for a Five Year Term to Expire 11/30/2019**  
R Coyle moved to reappoint Janet Labella as a member on the Housing Authority for a five year term to expire 11/30/2019, seconded by D Mizla. Unanimously approved. MOTION CARRIED.  
Janet Labella was presented with a Town of Colchester pin, by S. Soby, for his hard work and dedication to the Commission.
- d. **Fair Rent Commission – Jack Faski resignation**  
R Coyle moved to accept Jack Faski's resignation from the Fair Rent Commission with regret, seconded by D Mizla. Unanimously approved. MOTION CARRIED.
- e. **Possible Removal of Commission Members for Cause**  
S Soby advised the board that there are two members on two separate commissions that have attendance issues. Letters will be going out regarding removal so that the positions can be filled with an active participant.

**6. Budget Transfers**

S Soby noted the snow transfer would be removed from the block of transfers and voted on separately.

R Coyle moved to approve the block of budget transfers, seconded by D Mizla. Unanimously approved. MOTION CARRIED

R Coyle moved to approve the Snow Removal transfer for \$177,981 coming from unassigned fund balance, contingency, and various dept. budget line items contingent on approval from Town Meeting, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

**7. Tax Refunds & Rebates**

R Coyle moved to approve tax refunds in the amount of \$35.15 to Bruce Nickerson, \$12.27 to Rossi Law Offices LTD, seconded by B Curran. Unanimously approved. MOTION CARRIED

**8. Discussion and Possible Action on Commission on Aging Bylaws**

Bylaws need to be revised again and will be presented when suggestions and corrections have been made  
The commission does have a minority representation issue but are still available to meet. Searching for regular and alternate positions to be filled. D Mizla recommended the possibility of the commission meeting in the evening vs morning to attract more members.

**9. Discussion and Possible Action on Setting Town Meeting for Snow Transfer FY 2013-2014**

R Coyle moved to set the Town Meeting for the Snow Transfer FY 2013-2014 on December 18<sup>th</sup> at 7pm prior to the Board of Selectmen meeting, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

**10. Discussion and Possible Action on Joining a Municipal RFQ for Development of Gigabit Broadband Service**

S Soby discussed that New Haven has taken the lead with the RFQ. The vendor will do fiber optic in place of wire. Internet speed would be at a higher rate and would benefit business users and consumers.  
It is only to put together information and then receive cost, features and benefit analysis. There is no cost to the town to participate in the RFQ.  
R Coyle moved to join the Municipal RFQ for Development of Gigabit Broadband Service, seconded by D Mizla. Unanimously approved. MOTION CARRIED

**11. Board of Finance Survey**

Discussion followed with reasoning behind tax increase question and if people can do the survey more than one time. BOF explained that they value the open ended comments. Final survey will be emailed once all three Boards weigh in. Planned go live date for the survey is slated for Jan 12<sup>th</sup>, with results tallied on Feb 2<sup>nd</sup>.

**12. Citizens Comments - none**

**13. First Selectman's Report**

Sat 12/6 Holiday Homecoming at 4:30pm, the museum will be open and the Colchester Orchestra will be performing at the Federated Church at 6:30pm; The CFO, Superintendent of Schools and the First Selectman met with Lockton for Health Insurance and prescription plan. Services are going well and some things than can be improved. Looking at getting the Health & Safety committee more involved; New business in town, Physician One Urgent Care. The town

and BOE employees and dependents will be able to use this facility as part of the insurance plan. S Soby will tour the facility on Monday 12/8; Colchester Sports Arena is moving forward, however at a different location than originally anticipated; P&Z closed the hearing on regulation changes and will start deliberations at their next meeting. Also, there is a new open space project coming to town.; Developers have requested to submit proposals to develop a new senior center. Computers have been purchased from the funds raised from the Golf Fundraiser last summer. Scout project for building room dividers has been completed. An anonymous donation has been made to the senior center to purchase an electronic bingo board.

**14. Liaison Reports**

D Mizla reported on the Youth Services Advisory Board – The group met on 12/3, the kitchen remodel has been Completed, Girls on Track is holding a toy drive for the Colchester Secret Santa initiative, Youth Action Council helped make baskets for the Food Bank.

**15. Executive Session to Discuss Employee 457 plan**

R. Coyle moved to enter into executive session to discuss employee 457 plan, seconded by D. Mizla. Unanimously approved. MOTION CARRIED

Entered into executive session at 7:53 p.m.

Exited from executive session at 7:56 p.m.

**16. Adjourn**

Rosemary Coyle moved to adjourn at 7:56 p.m., seconded by William Curran . Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Tricia Dean, Clerk

**Parks and Recreation Commission-8 Members, 2 Alternates, Members=4 years, Alternates=3 years**

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	Chris Ferrante	D	860-537-4393	<a href="mailto:cdferrante@yahoo.com">cdferrante@yahoo.com</a>	11/1/2016
Vice Chair	Eric Kundahl	R	860-267-0101		12/31/2014
Secretary	Lynette Dimock	D	860-537-4489	<a href="mailto:sldimock@sbcglobal.net">sldimock@sbcglobal.net</a>	11/1/2017
Member	Tracy Loskant	U	860-267-5965	<a href="mailto:latrix@live.com">latrix@live.com</a>	11/30/2015
Member	Norm Kaplan	D	860-537-1457	<a href="mailto:nkaplan@snet.net">nkaplan@snet.net</a>	11/1/2017
Member	David O'Brien	R	860-537-1442	<a href="mailto:obrien_d_a@yahoo.com">obrien_d_a@yahoo.com</a>	11/30/2015
Member	Lynne Stephenson	D	860-537-0081	<a href="mailto:lweir@U3W.net">lweir@U3W.net</a>	11/1/2015
Member	VACANT				11/30/2014
Alternate	Kristen Moody	U	860-537-1400	<a href="mailto:moodyones@comcast.net">moodyones@comcast.net</a>	1/1/2016
Alternate	VACANT				11/30/2016

**Parks and Recreation Commission**

### Ethics Commission-5 Members, 3 year terms

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	Daniel Henderson	D	860-537-5709	daniel.m.henderson@us.army.mil	5/30/2014
Vice Chair	Shannon Bergquist	U	860-267-6546	shannonbergquist@sbcglobal.net	11/1/2016
Member	Charles Logan	R	860-531-9062	logancs@msn.com	11/1/2015
Member	Debra Marvin	U	860-537-3222	debimarin@msn.com	11/1/2015
Member	VACANT				10/13/2016
Member	VACANT				

### Police Retirement Board, 3 year terms

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	Brenden Healy	R	860-917-9720 cell	<a href="mailto:healyBrenden@sbcglobal.net">healyBrenden@sbcglobal.net</a>	1/31/2015
Member	Daniel P Eberle	U	860-537-2944		1/31/2017
Member/Treasurer	Greg Cordova	R	860-537-3705		1/31/2015
Member/BOS	Stan Soby	R	860-537-3704	<a href="mailto:soby@sbcglobal.net">soby@sbcglobal.net</a>	1/31/2015
Member/BOF	John Ringo	D			1/31/2015



**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	VACANT			4/30/2016
Member	Steven A. Schuster	R	sas2628@aol.com	4/30/2016
Member	Valerie McGriff	R	baanagriff@yahoo.com	10/1/2015
Member	VACANT			4/1/2015

**Fair Rent Commission**



# 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: (219) 992-4638 Email: christinamaher@live.com FAX: \_\_\_\_\_

Work Phone: (860) 723-5653 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:** Christina Maki

Town of Colchester  
 General Fund  
 Budget Transfer/Additional Appropriation

Department:

Reason for Request:

Reason for Available Funds:

From:	Account Number	Account Name	Amount
	<input type="text" value="13201-42340"/>	<input type="text" value="Other Purchased Supplies"/>	<input type="text" value="5,500"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

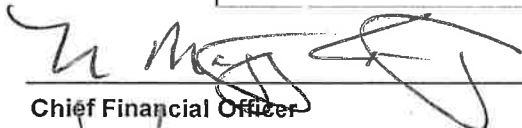
To:	Account Number	Account Name	Amount
	<input type="text" value="13201-44208"/>	<input type="text" value="Professional Services"/>	<input type="text" value="5,500"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

Date Requested

  
 Department Director or Supervisor - Signature

Print Name

Date Reviewed

  
 Chief Financial Officer

Date Approved

  
 First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

NEED 5 DAYS → \$1,100 per Day

## Trees Removed

- Complete \* Stuba Lane
- Complete #53 Cato Corner Rd - behind mailbox clip
- Complete #71 Mill Hill Rd
- Complete #96 Clark Rd - clip
- Complete \* #995 Norwich Ave - off Elm St.
- Complete Harbor Rd
- Complete \* #28 Pleasant St.
- Complete Stollman Rd - trim - hit by lightning
- Complete #16 Bigelow Rd
- Complete #56 Clark Rd
- Complete \* #200 Bull Hill Rd - trim hangers
- Complete #91 Marvins Rd
- Complete #93 Cato Corner Rd - 3 trees
- Complete #114 Waterhole Rd

Complete Across from #157 Taylor Rd

Complete #54 Davidson Rd - Pine tree

Complete #236 Chestnut Hill Rd

Complete #80 Park Rd - Across #816 Church 10-20-14

Complete Taylor Rd x O'Connell Rd

Complete 144 Berkeley Hill Rd (2)

Complete 56 Old Hebron Rd

Complete Dead Branch Gate Corner Rd by Woods

Complete 75 Nelkin Road (2)

Complete Federated Church - sidewalk project

Complete #24 Shablos Hill Rd

Complete Berkeley Hill Rd - N. 16 (3)

Complete William Johnston School (4)

Complete 164 Elm St - Trim

# Trees Removed

Complete # 80 Beechwood Drive

Complete Stallman Rd. near Rd. 85

Complete # 19 Cato Corner Rd

Complete 158 McDonald Rd  
To Be Removed

Complete @ trees Mill Ln. West  
After #91

Complete 17 Swack Rd

Complete #92 Shugrae Rd @ trees

Complete Marvin Rd - Blueberry Farm / Hangers

Complete 398 Windham Ave.

Complete 47 Elm Street

Complete 188 McDonald Rd

Complete 392 Cabin Rd

Complete 293 Windham Ave (3) (4)

Complete Marvin Rd - 1/2 mile from McDonald Rd

Complete 19 Dutton Rd - Hanger

Complete old Hebron Rd - Island by Miller Rd

Complete #103 Marvin Rd - TRIM

Complete 149 Marvin Rd - TRIM - Found 4 staples from Roofing

Complete 101 Branard Rd (3) trees

Complete 399 WILKHAM AVE - Hanger

Complete Pickett Lake Rd - (4)

Complete Waterhole Rd - near Dill's Farm

~~Beginning + end of Harbor Rd (3)~~

223 Pickett Lake Rd (1)

Complete Rd 149 - Pickett Lake (1)

Complete Shailer Hill Rd - Dirt (5)

Harbor Rd - End + Beginning (1)

Complete 88 Branard Rd (3) site-work



Complete Lynn Lane - Trim

Complete Midland Dr. - Trim

Complete Dr. Foster & Crestview - Trim

Complete Cut & Trim - Behind old Bacon

Complete Cut & Trim - Wm. J. School

Complete 349 McDonald Rd - Across from

Complete 151 Evergreen Terr. (3)

Complete Windham Ave - Past Bush Rock on Left (2)

Complete Airline Spur Trail

51 Pickeral Lake Rd

113 Prospect St Hill Rd.

43 Pickeral Lake Rd

60 Staravage Rd



# *Town of Colchester, Connecticut*

127 Norwich Avenue, Colchester, Connecticut 06415

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MEMO

To: Board of Selectman

From: Recreation Commission

Date: Dec. 11, 2014

Re:

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On November 4, the Recreation Commission reviewed a concern from the Youth Sports leagues regarding dog bites to players and fans and dog fights at the Recreation Complex over the last few years during their events. There have been several severe bites in the past year. There is a lot of congestion at the parks on game and practice days on the fields.

Currently, league Presidents do not have recourse for telling people to remove their dogs because the signs at the Recreation Complex allow leashed dogs.

The Parks and Recreation Commission voted and recommended to change the policy to the following: No pets are allowed at the Recreation Complex during any organized youth/adult event. At all other times, pets must be leashed.

## Recommended Motion

Motion for BOS to approve: No pets are allowed at the Recreation Complex during any organized youth/adult event. At all other times pets must be leashed.

## **Article I – Commission Meetings**

- A. Regular meetings of the commission shall be held each month. The time and place for the meetings shall be set by the Commission each November.
- B. The annual officer election meeting shall be held in June. The place and time will be determined by the Executive Board. Nominations for officers shall be presented given to the Commission members by the Nominating Committee one month at least ten (10) days prior to the annual election meeting.
- C. Special meetings may be scheduled, as required, by notification of to each member by the Chairperson, and posting the agenda, date, and time with the Town Clerk at least 24 business hours prior to the meeting..
- D. At all regular and special meetings, an attendance of at least four (4) members shall constitute a quorum. Annual election and special meetings shall have at least five (5) members in attendance for transaction of business.
- E. Alternative members shall attend all meetings and take the place of a regular member what when a regular member is absent from a meeting. When taking the place of a regular member, such alternate member shall be counted toward a quorum and shall have all voting rights of the absent member. The chairperson shall rotate alternatives to serve in this capacity as needed.

## **Article II – Officers**

- A. The officers of the Commission shall be: Chairperson, Vice Chairperson, Corresponding Secretary, and Treasurer. The Officers of the Commission shall be the Executive Board.
- B. Chairperson: The chairperson shall preside at all meetings of the Commission, appoint committees, and shall have the duties normally conferred by parliamentary usage on such officer.
- C. Vice-Chairperson: In the absence of the Chairperson, or in the event of that person's inability or refusal to act, the Vice-Chairperson shall assume the duties of the Chairperson, and when so acting, shall have all the powers and be subject to all the restrictions imposed upon the Chairperson. The Vice-Chairperson shall perform such other duties as may be assigned by the Chairperson.
- D. Corresponding Secretary: The Corresponding Secretary shall be responsible for any correspondence, and shall perform all other duties incidental to the office of the Corresponding Secretary.
- E. All minutes of Commission business will be recorded by the clerk selected by the Town.

- F. Treasurer: The Treasurer will report accept, on behalf of to the Commission, on a the monthly basis the revenues report received from the Senior Center Director of Senior Services for bus usage designated as : recreational, appointment, and errand usage. The Treasurer will also keep track of any monies and expenditures for Commission events.
- G. Tenure of Officers: Officers will be elected for a term of one year. No person shall serve in the same office for more than three consecutive terms.

**Article III – Committees**

- A. Nominating Committee: The nominating committee shall consist of three (3) Members of the Commission other than the Executive Board with at least one member not on the Executive Board when possible. The Chairperson of the Commission shall appoint the members of the nominating committee The Committee shall chose a Nominating Committee Chair to preside and report the nominations. and it’s chairperson.
- B. Other Committees: Any other committees of the Commission can be established as need arises. Such committees may include Program Committee, Legislative Committee, By-Laws Committee, or Project Committees. Commission members may volunteer to serve on such committees, shall elect a Chairperson, and shall report to the Commission at regular or special meetings.

**Article IV – Rules of Order**

- A. Robert’s Rules of Order shall apply **at all meetings.**

**Article V – Reporting**

- A. The Commission Chair, or designee, will prepare and deliver the quarterly report to the Board of Selectmen.
- B. The Commission Chair, in collaboration with the Executive Board, will prepare an Annual Report and Budget each November. This report and budget will be presented to the Commission prior to delivery to the Board of Selectmen.

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**Article VI – Amendments**

- A.
- A. Except as otherwise required by law, these By-Laws may be amended for acceptance by the Commission on Aging at any special Special meeting Meeting called for that purpose, provided that written notice of the proposed amendment(s) shall be is given to each member of the Commission at least 30 ten (10) days prior to such

meeting. Such amendment(s) shall require affirmative vote of at least five (5) members of the Commission. a majority vote. Upon acceptance of amendments, the proposed changes will be submitted to the Board of Selectmen by the Commission Chair.



**FFY 2014 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.**

<b>Town Information:</b> 	
<b>Person Completing Document:</b>	Stan Soby
<b>Municipality Name (ie. Town of):</b>	TOWN OF COLCHESTER
<b>Municipality Short Name:</b>	COLCHESTER
<b>Town CEO Name:</b>	Stan Soby
<b>Town CEO Title (ie. Mayor):</b>	First Selectman
<b>Date Recieved By Town:</b>	December 11. 2014

<b>Point of Contact Information:</b> 	
<b>Point of Contact Name:</b>	Stan Soby, First Selectman
<b>Address:</b>	127 Norwich Avenue, Colchester CT 06415
<b>Email:</b>	townhall@colchesterct.gov
<b>Phone:</b>	860-537-7220
<b>Fax:</b>	860-537-05474



**FFY 2014 STATE HOMELAND SECURITY GRANT PROGRAM  
REGION 4 MEMORANDUM OF AGREEMENT  
CHECKLIST**



Please use this checklist to insure completion and accuracy of the following agreement. All items should be checked off once completed

**1. Instructions for the TOWN OF COLCHESTER**

Received by: Stan Soby Phone Number: \_\_\_\_\_

**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 2014 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 2014 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:** Mr. James Butler, Executive Director- Southeastern Connecticut Council of Governments, 5 Connecticut Avenue, Norwich, Connecticut 06360

**2. Instructions for the Southeastern Connecticut Council of Governments**

Received by: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**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 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 2014 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

**DUE DATE: December 1, 2014**

# MEMORANDUM OF AGREEMENT

REGARDING USE OF  
FEDERAL FISCAL YEAR 2014 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 City of COLCHESTER, the Southeastern Connecticut Council of Governments (SECCOG) 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 2014 State Homeland Security Grant Program (SHSGP), Award No. EMW-2014-SS-00080-S01, including the following programs: Metropolitan Medical Response System (MMRS); Citizen Corps Program (CCP). 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 such programs as the SHSGP, MMRS, CCP;
4. DESPP/DEMHS is retaining pass-through funds from 2014 SHSGP in the total amount of \$1,638,084 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/IED Attack Deterrence;
  - 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 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. COLCHESTER is eligible to participate in those Federal Fiscal Year 2014 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 COLCHESTER enter into Part I of this MOA authorizing the SAA to act as the agent of COLCHESTER and allowing the SAA to retain and administer grant funds provided under 2014 SHSGP the seven regional set-aside projects listed above, and also for Southeastern Connecticut Council of Governments to provide the financial and programmatic oversight described below.

**C. SAA and COLCHESTER Responsibilities.**

The SAA agrees to administer the SHSGP grant funds of \$1,638,084 for in furtherance of the seven regional set-aside projects listed above.

COLCHESTER agrees to allow the SAA to provide financial and programmatic oversight of the \$1,638,084 for the purpose of supporting the allocations and uses of funds under 2014 SHSGP



## TOWN OF COLCHESTER 2014 HSGP Omnibus MOA

consistent with the 2014 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) approved by the Emergency Management & Homeland Security Coordinating Council, now known as the DEMHS Advisory Council. 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 Connecticut Council of Governments and COLCHESTER Responsibilities.**

COLCHESTER also agrees to allow Southeastern Connecticut Council of Governments to provide financial and programmatic oversight of the Federal Fiscal Year 2014 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 City of COLCHESTER, the Southeastern Connecticut Council of Governments (SECCOG), 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. COLCHESTER has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf 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 COLCHESTER may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2014 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. SECCOG has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 4 for Federal Fiscal Year 2014;

### **B. Purpose.**

DESPP/DEMHS, the Region 4 REPT, Southeastern Connecticut Council of Governments, and COLCHESTER, enter into Part II of this MOA regarding asset(s) for which COLCHESTER agrees to be the custodial owner, and which are described in the approved 2014 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 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 DEMHS and SECCOG.**

## TOWN OF COLCHESTER 2014 HSGP Omnibus MOA

In its role as SAA, DEMHS will subgrant funds to SECCOG, 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 \_\_\_\_\_ COLCHESTER \_\_\_\_\_ may be made after the execution of this agreement and that Appendix A shall be completed accordingly. \_\_\_\_\_ 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 \_\_\_\_\_ COLCHESTER \_\_\_\_\_.

### 4. Responsibilities of Custodial Owner

\_\_\_\_\_ 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, \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ COLCHESTER \_\_\_\_\_ shall conform to the manufacturer's recommendations. If appropriate, \_\_\_\_\_ COLCHESTER \_\_\_\_\_ shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents 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), \_\_\_\_\_ COLCHESTER \_\_\_\_\_ is furthering regional collaboration and mutual aid on behalf of all of the members of Region 4.

### 6. Assignment of Asset(s).

**TOWN OF COLCHESTER 2014 HSGP Omnibus MOA**

If \_\_\_\_\_ COLCHESTER \_\_\_\_\_ does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, 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 City 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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. \_\_\_\_\_ 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.**

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. 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

**TOWN OF COLCHESTER 2014 HSGP Omnibus MOA**

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.**

<b>1. The Point of Contact for the SAA</b>	
<b>Name &amp; Title:</b> Deputy Commissioner William P. Shea	
<b>Address:</b> 25 Sigourney Street, 6 <sup>th</sup> Floor, Hartford, CT 06106	
<b>Emails:</b> William.shea@ct.gov and Rita.Stewart@ct.gov	<b>Phone:</b> 860-256-0800 <b>Fax:</b> 860-256-0815
<b>2. The Point of Contact for</b> _____ <b>TOWN OF COLCHESTER</b> _____ (Please fill in the following fields)	
<b>Name &amp; Title:</b> Stan Soby, First Selectman	
<b>Address:</b> 127 Norwich Avenue, Colchester CT 06415	
<b>Email Address:</b> townhall@colchesterct.gov	<b>Phone:</b> 860-537-7220 <b>Fax:</b> 860-537-05474

**M. Other provisions.**

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or 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: \_\_\_\_\_

**THE SOUTHEASTERN CONNECTICUT COUNCIL OF GOVERNMENTS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Its Executive Director  
 Duly Authorized  
 Typed Name \_\_\_\_\_

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: \_\_\_\_\_ Date: \_\_\_\_\_  
William P. Shea  
Duly Authorized

AUTHORIZING RESOLUTION OF THE  
**Board of Selectmen – Town of Colchester**

CERTIFICATION:

I, Gayle Furman, the Town Clerk of the Town of Colchester, do hereby certify that the following is a true and correct copy of a resolution adopted by Board of Selectmen at its duly called and held meeting on December 18, 2014, 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 First Selectman, Stan Soby, may enter into with and deliver to the State of Connecticut Division of Emergency Management and Homeland Security, Department of Emergency Services and Public Protection any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Stan Soby, as First Selectman of Town of Colchester, is authorized and directed to execute and deliver any and all documents on behalf of the Board of Selectmen 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 Stan Soby now holds the office of First Selectman and that he/she has held that office since May 30, 2014.

IN WITNESS WHEREOF: The undersigned has executed this certificate this \_\_\_\_\_ day of December 2014.

Gayle Furman, Town Clerk







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



**FFY Homeland Security Grant Program (HSGP)  
Omnibus Memorandum of Agreement (MOA)  
FAQ Sheet and Talking Points**

**What is the 2014 HSGP Omnibus MOA?**

The FFY 2014 HSGP Omnibus MOA is an Agreement between the State of Connecticut, local municipalities and the 5 regional fiduciary agents responsible for providing programmatic and financial oversight to projects determined to be beneficial by the Regional REPTs and DEMHS.

**Who administers and collects the MOAs?**

The State of Connecticut DESPP/DEMHS Strategic Planning and Community Preparedness unit develops the MOAs based off of federal funding allocations approved by the DEMHS Advisory Council and the Federal Department of Homeland Security (DHS). It is administered and collected by the regional fiduciary who delivers the documents to the State of Connecticut, DESPP/DEMHS, Strategic Planning and Community Preparedness Unit upon completion.

**Why is this done on a yearly basis?**

Funding availability changes on a year to year basis and requires yearly MOAs that delineate these funding differences.

**Who do I send my completed MOA to?**

The completed MOAs need to be submitted to the DEMHS regional fiduciary agent as outlined on page two of the MOA Document.

**How do I populate my town information into the MOA form?**

The blank areas indicating the Municipality throughout the document are populated by completing the **MOA Datasheet** electronically prior to printing for signature. Failure to populate the fields will result in an invalid document.

**Do I need a new municipal resolution?**

A new municipal resolution is required when there is a new municipal CEO. It is required that you provide a certified copy of your original resolution every year to indicate a resolution is in place. If the municipality does not choose to use the Blanket Resolution a new resolution will be required yearly that indicates the year of funding.

**Why is there no longer and Appendix A Attached?**

The fiduciary and municipality should complete Appendix A, for any municipality that takes ownership of equipment purchased with 2014 HSGP Funds. (These documents are no longer attached to the MOA, but will be sent directly to the fiduciary)