

**TOWN OF EAST WINDSOR
BOARD OF SELECTMEN
11 RYE STREET
BROAD BROOK, CT 06016
First Selectman's Office – (860) 623-8122**

Jason E. Bowsza - First Selectman
Marie E. DeSousa - Deputy First Selectman
Alan Baker - Selectman

Sarah A. Muska - Selectman
Keith Yagaloff - Selectman

**REGULAR MEETING AGENDA
THURSDAY, MARCH 21, 2024 AT 7:00 P.M.**

1. TIME AND PLACE OF MEETING

Thursday, March 21, 2024 at 7:00 p.m.
Town Hall – John Daly, Jr. Meeting Room
11 Rye Street, Broad Brook, CT 06016
Join Meeting Via Zoom:
<https://zoom.us/j/3326833563>
Meeting ID: 332 683 3563
Passcode: **townhall**

2. PLEDGE OF ALLEGIANCE

3. ATTENDANCE

4. APPROVAL OF MEETING MINUTES

- A. March 7, 2024 Board of Selectmen Budget Workshop/Special Meeting
- B. March 7, 2024 Board of Selectmen Regular Meeting

5. PUBLIC PARTICIPATION

6. COMMUNICATION

- A. Community Development Block Grant Public Hearing Notice

7. BOARD AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS

A. Resignations: *none*

B. Reappointments:

- 1. Maria Wheldon (D), North Central Health District Committee for a term expiring April 1, 2027

C. New Appointments: *none*

8. UNFINISHED BUSINESS

- *A.** Discuss Establishing Arts and Culture as a Permanent Commission to Include Debbie Williams

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9. NEW BUSINESS

- A. Discuss and Vote on Town of East Windsor Broad Brook Fire Department Budget
- B. Discuss and Approve Section 5310 Traditional Capital Grant Application to Include Melissa Maltese
- C. Discuss and Vote on Employment Agreement Between the Town of East Windsor and Amy O'Toole
- D. Discuss Demographic Study Pertaining to East Windsor Public School Enrollment Projections
- E. Discuss MOU Between the Town of East Windsor and the Department of Emergency Services and Public Protection Regarding the Internet Crimes Against Children (ICAC) Task Force
- F. Discussion of Potential Congressionally Directed Spending Project Requests
- G. Discuss and Approve Advanced Benefit Strategies (ABS) Application to Include Amy O'Toole

10. SELECTMEN REPORTS

- A. Jason E. Bowsza
- B. Marie DeSousa
- C. Sarah Muska
- D. Keith Yagaloff
- E. Alan Baker

11. PUBLIC PARTICIPATION

12. EXECUTIVE SESSION

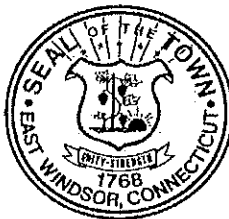
Pursuant to C.G.S. 1-200(6)(B) – strategy pertaining to contract negotiations (Amy O'Toole)

13. ADJOURNMENT

DISTRIBUTION

Tom Arcari	Amy O'Toole
Jerry Bancroft	Gabriella Resto
Jim Bancroft	Scott Roberts
Matt Carl	Joe Sauerhoefer
Linda Collins	Courtney Sevarino
Jay Madigan	Kate Carey-Trull
Melissa Maltese	Maria Wheldon
Ben Murphy	Town Clerk

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Town of East Windsor
Town Clerks Office

MAR 18 2024

By: Jawad Ali
Asst. Town Clerk

Town of East Windsor
East Windsor Residents

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town of East Windsor will conduct a public hearing by the Board of Selectmen on Thursday, April 4th, 2024, at 6:30 p.m. in Town Hall, John Daly, Jr. Meeting Room, 11 Rye Steet, Broad Brook to discuss the Fiscal Year 2024 Community Development Block Grant program and to solicit citizen input.

Maximum award limits:

- Up to \$2,000,000 for Public Housing Modernization with priority to State Sponsored Housing Portfolio (SSHP).
- Up to \$1,000,000 for Infrastructure associated with the development of Affordable Housing (e.g., streets sidewalks, sewer lines, windmills).

Major activity categories are Acquisition, Housing Rehabilitation, Public Housing Modernization, Community Facilities, Public Services, and Economic Development. Projects funded with CDBG allocations must carry out at least one of three National Objectives: benefit to low- and moderate-income persons, elimination of slums and blight, or meeting urgent community development needs.

The purpose of the public hearing is to obtain citizen's views on the Town's community development and housing needs and review and discuss specific project activities in the areas of housing, economic development, or community facilities which could be part of the Town's new Application for funding for the year 2024.

Also, the public hearing will be to give citizens an opportunity to make their comments known on the program and for approval of the Program Income Reuse Plan, if applicable. If you are unable to attend the public hearing, you may direct written comments to the Town of East Windsor, First Selectman's Office, 11 Rye Street, Broad Brook, CT 06016, or you may telephone (860) 623-8122. In addition, information may be obtained at the above address between the hours of 8:30 a.m. and 4:30 p.m. Monday through Wednesday, 8:30 a.m. and 7:00 p.m. Thursday, and 8:30 a.m. and 1:00 p.m. Friday.

The Community Development/Housing Department on behalf of the Town of East Windsor anticipates applying for the maximum grant amount of \$2,000,000 under the Public Housing Modernization. In addition, the Town of East Windsor will create a revolving loan fund with

program income (principal and interest) generated from the grant for a housing rehabilitation loan program (if applicable).

The Town of East Windsor promotes fair housing and makes all programs available to low- and moderate-income households regardless of race, creed, color, national origin, ancestry, sex, gender identity or expression, marital status, age, lawful source of income, familial status, learning disability or physical/mental disability, or sexual orientation.

"All are encouraged to attend. The hearing is accessible to the handicapped. Any disabled persons requiring special assistance or non-English speaking persons should contact Melissa LaBelle, ADA Coordinator at (860) 698-1320 at least five days prior to the hearing."

Equal Opportunity/Affirmative Action

APPOINTED BOARDS AND COMMISSIONS

As of 3/6/2024

<u>North Central Health District Committee</u>				
2 Members & a Director				
Established on March 7, 1990 (Ord. #90-2).				
CGS Sec. 19a-241b: Board of Selectmen appoints 2 members for 3 year terms.				
CGS Sec. 19a-242: Board of Selectmen appoints a Director.				
Minority Rep - 2 total members - Can be 2 of the same party				
<u>Last Name</u>	<u>First Name</u>	<u>MI</u>	<u>Party</u>	<u>Term</u>
Whelden	Maria		D	03/04/21-04/01/24
Norton	Leonard		R	02/20/20-02/20/23 Resigned 02/20/23
Romano	Valerie		D	02/16/23-02/20/26
<u>Director</u>				
Sulik	Patrice			

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Town Clerks Office

JAN 30 2024

PUBLIC SAFETY

BROAD BROOK FIRE DEPARTMENT- 28000000

ACTIVITIES, FUNCTIONS AND RESPONSIBILITIES

To protect life and property for the residents of the Town of East Windsor.

Laura Hill
Town Clerk

ACCOMPLISHMENTS

Maintained part-time firefighter program of (4) Pt Firefighters M-F and (2) Pt Firefighters Mon.- Sun.

GOALS AND PRIORITIES

To continue to serve the Town of East Windsor and its residents in time of emergency.

BUDGET REQUEST:

PERSONNEL	FY 23-24 REQUEST	FY 24-25 REQUEST	\$ CHANGE	
516200 PART TIME SALARY	\$ 300,856	\$ 304,520	\$ 3,664	
518005 27th PAYROLL	\$ 11,000	\$ 11,000	\$ -	
516203 FM STIPEND	\$ 15,000	\$ 15,000	\$ -	
516205 FIRE INCENTIVES	\$ 130,000	\$ 135,000	\$ 5,000	
			\$ -	
SUBTOTAL	\$ 456,856	\$ 465,520	\$ 8,664	2%
DEPT. EXPENSE	FY 22 REQUEST	FY 22 REQUEST	\$ CHANGE	
522000 FICA - ER Share	\$ 35,500.00	\$ 35,500.00	\$ -	
523005 FIRE ANNUITIES	\$ 23,000	\$ 39,500	\$ 16,500	
527000 WORKER'S COMP	\$ 12,600	\$ 13,000	\$ 400	
530100 PROFESSIONAL SERVICES	\$ 3,300	\$ 3,300	\$ -	
531002 PHYSICALS	\$ 15,000	\$ 15,000	\$ -	
541000 PHONE	\$ 7,000	\$ 7,000	\$ -	
541002 FM PHONE	\$ 750	\$ 750	\$ -	
543000 VEHICLE MAINTENANCE	\$ 40,000	\$ 40,000	\$ -	
550103 TOLLAND DISPATCH	\$ 27,000	\$ 26,000	\$ (1,000)	
552000 LAP INSURANCE	\$ 27,510	\$ 28,885	\$ 1,375	
558000 TRAVEL	\$ -	\$ -	\$ -	
560100 SUPPLIES & EQUIPMENT	\$ 83,000	\$ 83,000	\$ -	
560104 FM SUPPLIES	\$ 3,000	\$ 3,000	\$ -	
562600 GAS & DIESEL	\$ 10,000	\$ 11,000	\$ 1,000	
581000 DUES & FEES	\$ 25,550	\$ 44,050	\$ 18,500	
590100 CIP ALLOCATION	\$ 200,000	\$ 200,000	\$ -	
SUBTOTAL	\$ 513,210	\$ 549,985	\$ 36,775	7%
DEPARTMENT TOTAL:	\$ 970,066	\$ 1,015,505	\$ 45,439	4%

OPERATING BUDGET DETAIL:

Continued CIP funds for new truck, FM Salary flat due to current tracking of work and weekly hours.
Uncontrolled increases in FICA, Workers comp., annuities and LAP insurance & Fuel Increase.
Uncontrolled increase in dispatching fee and fuel prices

JAN 30 2024

By: *[Signature]*
Asst. Town Clerk

Proposed Budget 2024 - 2025
Board of Fire Commissioners - Approved 1-29-2024

FY 2023/2024 FY 2024/2025

Budget Proposed

Expenses			Notes
Professional Services			
Copier Lease / Maintenance	\$0	\$1,500	0%
Supplies	\$0	\$1,600	0%
Postage & Mailbox fee	\$0	\$200	0%

Total Professional Services

\$0 \$3,300 0%

CIP

Apparatus Replacement

\$0 \$200,000 0%

Total CIP

\$0 \$200,000 0% **FY 23/24 will bring total CIP to \$600,000**

LAP Insurance

\$1,375 \$28,885 5% **Annual Increase**

CIP Line Total	FY 23-24	\$457,856.80	FY24-25	\$657,856.80	Total CIP Account Funds YTD
Unfunded Fund Balance	FY 22-23	\$180,526.16			Fund balance
State of CT Highway Calls Reimbursement YTD	FY 23-24	\$1,500.00			Fund Balance

Phone/Cable

ATT / Cox Cable

\$0 \$7,000 0%

		FY 2023/2024	FY 2024/2025	
		Adjusted	Adjusted	
Supplies and Equipment	Cleaning Supplies	\$1,000	\$0	\$1,000
	Computer Equip & Supplies	\$5,000	\$0	\$5,000
	Equipment & Supplies	\$4,000	\$0	\$4,000
	Bunker Gear	\$40,000	\$0	\$40,000
	Hose	\$4,000	\$0	\$4,000
	Medical Supplies	\$2,450	\$0	\$2,450
Testing	Ladder Testing	\$500	\$0	\$500
	Hose Testing	\$2,400	\$0	\$2,400
	Air Compressor Testing	\$1,200	\$0	\$1,200
	AMKUS Testing	\$2,200	\$0	\$2,200
	Flow Testing	\$1,800	\$0	\$1,800
	Fire Extinguishers	\$150	\$0	\$150
	Mask Fit Test Cal.	\$1,000	\$0	\$1,000
SCBA	Masks	\$2,000	\$0	\$2,000
	Repairs	\$500	\$0	\$500
	Hydro Testing	\$500	\$0	\$500
	Other	\$300	\$0	\$300
Radios	Portable Radios			
Signal 12	Radios	\$2,000	\$0	\$2,000
	Mics	\$1,500	\$0	\$1,500
	Pagers	\$1,000	\$0	\$1,000
	Mobile Radios	\$1,500	\$0	\$1,500
Signal 12 Refreshments				
	Signal 12 Refreshments	\$1,500	\$0	\$1,500

Notes

	FY 2023/2024 Adjusted	FY 2024/2025 Adjusted	
Uniforms	\$5,500	\$0	0%
Uniforms			
Supplies Other	\$1,000	\$0	0%
Supplies other			
Total Supplies and Equipment	\$83,000	\$0	0%
Truck Maintenance			
Annual PM	\$17,000	\$0	0%
Truck Repairs	\$18,500	\$0	0%
Truck Supplies	\$4,500	\$0	0%
Total Maintenance	\$40,000	\$0	0%
Truck Fuel			
Gas & Diesel	\$10,000	\$1,000	10% <i>Increase in Fuel Prices</i>
Tool Fuel			

Dues and Fees		FY 2023/2024 Adjusted	FY 2024/2025 Adjusted	
Training				
	Firefighters Certification Classes	\$2,590	\$2,590	0%
	EMS Certification Classes	\$2,000	\$2,000	0%
	Professional Development	\$3,000	\$3,000	0%
	Other Training	\$8,500	\$8,500	0%
	Entre Tech.- IT Costs FD Computers	\$0	\$18,500	100% <i>Dept. Email and Virus Services</i>
Fees				
	IamResponding	\$660	\$660	0%
	First Due Reporting Software	\$7,650	\$7,650	0%
	IAFC Dues	\$765	\$765	0%
	CT Fire Chiefs	\$180	\$180	0%
	NE Fire Chiefs	\$75	\$75	0%
	CT State FF Dues	\$80	\$80	0%
	CT State Dues - Corp	\$50	\$50	0%
Total Dues and Fees		\$25,550	\$44,050	72%
Dispatching Fee / TN				
	Tolland County Dues	\$27,000.00	(\$1,000)	-4%

Salary - Part-time		FY 2023/2024 Adjusted	FY 2024/2025 Adjusted	Notes
Part Time Firefighters Recording Secretary 27th Week		\$297,856	\$3,664	1% Actual Numbers if everyone worked
		\$3,000	\$0	0%
		\$11,000	\$0	0%
Total Part-Time		\$311,856	\$3,664	1%
Incentive Program		\$130,000	\$5,000	4% Increase in Call Volume
Payroll Taxes		\$35,500	\$0	0%
Workers Compensation		\$12,600	\$400	3% Estimated by Town Treasurer
Annuity		\$23,000	\$16,500	72% Increase Volunteer Pension
Department Physicals		\$15,000	\$0	0%
Total Payroll, Workers Comp. and Physicals		\$216,100	\$21,900	10%
Fire Marshal	Cellular Phone	\$750	\$0	0%
	Fire Marshal / Inspector Salary	\$15,000	\$0	0%
	Fire Marshal Training	\$600	\$0	0%
	FMO Uniforms Protective Clothing	\$300	\$0	0%
	Postage	\$200	\$0	0%
	Mileage Reimbursement	\$0	\$0	
	FMO Misc Supplies	\$1,900	\$0	0%
Total Fire Marshal		\$18,750	\$0	0%
Total Operating Budget inc. Fire Marshal		\$970,066.00	\$45,439	4.68%

CIP Expenditures	Starting 23-24 Budget -	\$600,000.00
Rescue Extrication Tools		-\$37,112.00
1st Truck Lease Payment		-\$95,645.20
Battery Operated Tools		-\$9,386.00
2023-2024 CIP Balance		\$457,856.80
24-25 CIP Allocation if Budget is Approved		\$200,000.00
Total 24-25 CIP Budget if Budget is Approved		\$657,856.80

New Income - State of CT Highway Calls YTD for 23-24 FY

(As of Jan. 3, 2024)

All Increases and Decreases	
LAP	\$1,375.00
Fuel	\$1,000.00
Emails & IT Services	\$18,500.00
PT Salary	\$3,664.00
Incentive Plan	\$5,000.00
Workers Comp	\$400.00
Annuity	\$16,500.00
TN Dues	-\$1,000.00
Total	\$970,066.00
	\$1,015,505.00
	4.68% Increase

SECTION 5310 TRADITIONAL CAPITAL APPLICATION BUDGET PAGE

How much funding does your organization estimate it has or will have annually to operate and maintain the vehicle being applied for? Indicate the income from all applicable funding sources below.

ESTIMATED OPERATING INCOME	ANNUAL BUDGET
Passenger Revenue	\$0.00
Municipal or Agency Budget	\$0.00
CTDOT Matching Grant Program	\$0.00
Other Grant Source	\$0.00
Charitable Donations/Fundraiser	\$0.00
Miscellaneous Funding Source(s)	\$0.00
TOTAL	\$0.00

How much does your organization estimate it will spend annually to operate and maintain the vehicle being applied for? Indicate the costs of all applicable expenses below.

ESTIMATED OPERATING EXPENSES	ANNUAL BUDGET
Wages, Salaries & Benefits	\$0.00
Maintenance & Repair	\$0.00
Fuel	\$0.00
Insurance	\$0.00
Administrative Overhead	\$0.00
Contract Services	\$0.00
Miscellaneous Expenses	\$0.00
TOTAL	\$0.00

The amount below is the difference between your organization's estimated operating income and estimated operating expenses. Any amount below \$0 indicates an estimated shortage of funding and an inability to operate an awarded vehicle.

DIFFERENCE	\$0.00
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What is the estimated cost of the vehicle your organization is interested in? Please select desired vehicle configuration (A through I). Please refer to the Application Instructions for available vehicle configurations and estimated cost.

CONFIGURATION (please select from available choices)	
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VEHICLE COST	ESTIMATED COST
0	#N/A
TOTAL	#N/A

An approximate 3% allowance is included in the event that the vehicle price increases between the time this application is submitted and vehicle procurement. The Federal Share below represents 80% of Total Vehicle Cost and is the maximum amount of funding that the FTA will pay towards the requested vehicle. The remaining 20% is the responsibility of the Applicant. If selected for award, your organization will be expected and required to pay for any amount greater than the Federal Share indicated in this application.

REVISED TOTAL VEHICLE COST (incl 3% allowance)	#N/A
FEDERAL SHARE	#N/A
LOCAL (APPLICANT) SHARE	#N/A

Rev. 1/2024



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
CONNECTICUT INTERNET CRIMES AGAINST CHILDREN
(ICAC) TASK FORCE
MEMORANDUM OF UNDERSTANDING

I. Parties

The Internet Crimes Against Children (ICAC) Task Force is a multi-agency, multi-jurisdictional initiative. This Memorandum of Understanding (MOU) is entered into by and between the Department of Emergency Services and Public Protection pursuant to its authority under Connecticut General Statutes Section 4-8 and the local law enforcement agency through its chief elected official.

II. Mission

The mission of the Task Force is to deter, prevent, investigate, and prosecute predators who seek to exploit or engage minors in sexual activity through the use of computers, electronic media and the Internet. The Task Force will engage in reactive and proactive investigations targeting those offenders who are actively involved in this type of criminal activity. Additionally, the Task Force will participate in a statewide effort to educate the public on issues regarding Internet safety for children. Training opportunities will be made available to Task Force members so they can become familiar with the most current trends and developments in the area of online child exploitation.

III. Purpose

The purpose of this MOU is to outline the relationship between all participating agencies in order to ensure that each understands and agrees to guidelines concerning policy, supervision, planning, training, and public relations. This document is devised to formalize the association between the agencies and to foster an understanding of each agency's role within the Task Force. The goal of this MOU is to promote efficiency in operations and provide guidelines necessary to ensure standardization in policies and procedures among Task Force participants.

IV. Organizational Structure

The Task Force is composed of representatives from all participating agencies whose authorized official has signed this MOU. This Task Force is a joint endeavor with all participating agencies acting as partners. The Connecticut State Police Computer Crimes and Electronic Evidence Unit will act as the lead law enforcement agency for purposes of grant administration and oversight and will be responsible for monitoring Task Force compliance with the policies and procedures issued by the United States Department of Justice (DOJ), Office of Juvenile Justice

and Delinquency Prevention (OJJDP). All Task Force activities are governed by these operational and investigative standards. A copy of these guidelines shall be issued to each agency upon execution of this MOU.

V. Task Force Agency Participation

A participating agency may elect to provide one or more of the following ICAC Task Force functions: 1) undercover investigators; 2) forensic analysts; and/or 3) cybertip investigations. The specific ICAC Task Force function(s) the agency agrees to provide shall be indicated on Addendum A attached hereto. The agency may elect to adjust its level of participation by completion of the Addendum A form by an authorized representative of the agency at any time during the term of this MOU. Addendum A shall then be submitted to the ICAC Commanding Officer for review and approval. The agency shall comply with all terms and conditions of the ICAC function elected as indicated on Addendum A. A formal amendment to this MOU shall not be required for any change in the level of Task Force participation.

VI. Investigations

All Task Force investigations will be conducted in the spirit of cooperation among agencies. Affiliate Task Force agencies will be encouraged to handle the ICAC investigations that occur within their own local jurisdictions. The Task Force will strive to have investigations conducted by the participating agency that has primary jurisdiction over the geographical area where the crime(s) originated. Task Force headquarters will provide support and training to participating agencies and as a matter of course not assume any investigations unless requested by the affiliate Task Force agency or extraordinary circumstances exist.

Investigations will follow ICAC operational and investigative standards, and any other policies and procedures formulated by the Connecticut ICAC Task Force Commanding Officer. Cases will be handled in compliance with each agency's case management policies and procedures.

VII. Prosecution

When necessary, case-by-case analysis will be performed on each potential prosecution to determine in which jurisdiction the case will be prosecuted. Those cases being considered for federal prosecution will be investigated pursuant to guidelines established by the appropriate United States Attorney.

VIII. Information Sharing

All Task Force members shall contribute case information for inclusion into one or more common databases. Access to the ICAC investigative website is available only to ICAC members and serves as a pointer system to assist in investigations.

Basic case information (submitting Task Force information, offender's screen name, identifiers, synopsis of investigation), as well as case update information (criminal proceedings, sentencing information, additional data on suspect) shall be submitted to the ICAC coordinator on a timely basis for inclusion in the database.

All Task Force members shall regularly conduct a de-confliction process upon the receipt of key identifying information (i.e. known IP address, real name, screen name). If any common target is identified, the initiating ICAC agency is responsible for contacting the other law enforcement agency targeting the suspect. Initiating ICAC agencies should also consider contacting other local, state, and federal agencies which may be involved in similar investigations.

IX. Records, Reports, and Evidence

All Task Force members will maintain their own agency records and reports for a minimum of 60 months or as required by law, whichever period is longer.

All necessary case information will be provided to and in the format required by the ICAC Task Force Commanding Officer on a timely basis. Each agency shall report statistics as required to the ICAC Task Force Commanding Officer on a monthly basis. Each participating agency agrees that selected Task Force cases will be made available upon request to the Connecticut ICAC Task Force Commanding Officer.

Evidence will be impounded in the Evidence Room of the appropriate participating agency. Evidence will be handled by established rules of law regarding chain of custody and property release.

The storage, security, and destruction of investigative information shall be consistent with law and agency policy. At a minimum, information should be maintained in locked cabinets and under the control of Task Force personnel. Access to these files should be restricted to authorized personnel with a legitimate need to know.

Absent the availability of a trained and experienced forensic examiner in the investigator's agency, an ICAC forensic analyst from another participating ICAC Task Force member agency may conduct forensic examinations of computers and related evidence in ICAC cases.

X. Media Relations and Releases

No information pertaining to Task Force operations will be released to the media without the prior approval of all agencies with an immediate investigative or prosecutorial interest in the case. Media releases may be made jointly by all agencies participating in the case. Media releases shall not include information regarding confidential investigative techniques.

A copy of any media releases relating to ongoing prosecutions, crime alerts, or other matters concerning ICAC operations shall be provided to the Connecticut State Police ICAC Task Force Commanding Officer.

XI. Training

Each agency shall permit any of its ICAC assigned officers to attend professional development training one day per month. When available, Task Force members will be provided advanced training to improve and enhance the job skills required to combat Internet crimes against children. Grant funds may be used to finance the training, subject to the availability of funding for this purpose. Failure to attend training sessions for which an officer has been registered or cancellation less than forty-eight (48) hours prior to a training session may result in limitations on future training.

XII. Prevention and Education Activities

Public education and awareness are key components of the ICAC initiative. Task Force agencies will provide information and guidance to children, parents, educators, and any other individuals concerned with child safety issues through public presentations. These public presentations shall meet all federal grant requirements. These presentations will not depict identifiable victims or use pornographic or sexually explicit images, nor will confidential investigative techniques be discussed. No member of the Task Force may endorse any product or service without the express consent of the OJJDP Program Manager.

XIII. Additional CSP Responsibilities

As the lead law enforcement agency, the Connecticut State Police Computer Crimes and Electronic Evidence Unit will be responsible for:

- A. Compiling and reporting Task Force activities to the ICAC program manager at OJJDP;
- B. Handling all ICAC grant administrative functions;
- C. Contacting participating agencies to keep them apprised of new developments, training opportunities, problems, and successes within the Task Force; and
- D. Assigning and coordinating daily operational and administrative activities of the Task Force to include regular contact with ICAC officers in participating agencies to determine the status of investigations, provide supporting investigative and analytical information, and to identify and address issues pertaining to the overall operation of the Task Force.

XIV. Additional Participating Agency Responsibilities

A. Equipment and other Resources

Each participating agency agrees to make available its resources in support of a joint Task Force investigation. These may include, but are not limited to:

1. Vehicles: When appropriate, each agency will supply vehicles for its participating personnel.

2. Communication Equipment: Each agency will supply their personnel with two-way radios, and if available, cellular telephones. A list of current email addresses and cellular telephone numbers will be provided to the ICAC Task Force Commanding Officer.
3. Safety Equipment: Each agency will ensure its officers and agents assigned to the Task Force shall have all necessary equipment including, but not limited to, agency-authorized firearms, handcuffs, ballistic protective vests, and any other equipment judged to be essential according to agency policy.
4. Dedicated Computer Hardware, Software, and Network Access Services: To the extent not already funded by ICAC grant funds, each agency shall provide or make available computer and peripheral hardware, software, and network access services dedicated to the exclusive use of its Task Force members. The Task Force Commanding Officer, in an effort to standardize certain investigative and forensic procedures, may formulate guidelines for the selection, purchase, and use of equipment and software. If sufficient funds are available, the purchase of some equipment and services may be made through the ICAC grant. Any equipment and/or software purchased with ICAC grant funds may only be used for ICAC purposes. Any equipment and/or software purchased through ICAC grant funds which is utilized in violation of the terms of this MOU shall be transferred to the ICAC Task Force Commanding Officer.
5. Dedicated Workspace: In lieu of establishing a centralized facility or regional locations, each agency shall make available to its Task Force personnel sufficient workspace and office equipment in a secure area. This space must allow officers, agents, and representatives to perform their duties away from public view and without undue distractions from personnel not assigned to the Task Force. However, circumstances may exist where the participating agency may choose to have its officer(s) assigned to the Connecticut ICAC Task Force HQ located in Meriden.
6. ICAC Liaison. Each agency shall have an ICAC liaison who shall be responsible for meeting with the Task Force on a quarterly basis to discuss Task Force matters. This liaison is responsible for entering their ICAC activity statistics into the ICAC Reporting portal on a monthly basis.

B. Compensation

Each participating agency agrees to provide wages and benefits for its personnel assigned to the Task Force. Payment of overtime expenses is the responsibility of each member agency.

C. Administrative and Supervisory Responsibility

Any participating agency personnel assigned to the Task Force will be evaluated by their respective agency heads/supervisors. Continued assignment to the Task Force will be dependent upon a satisfactory supervisory evaluation. At no time will the employees of a the participating agency be deemed employees of another participating agency. Each agency is responsible for the conduct of its Task Force personnel. Immediate notice shall be provided to the Connecticut ICAC Task Force Commanding Officer of any event which jeopardizes the ability of any assigned personnel to perform the designated ICAC function.

D. Federal Grant Conditions

Each participating agency agrees to comply with any federal grant conditions that may apply to such agency's participation and/or activities with the Task Force.

E. Reimbursement Requests

Each participating agency agrees to provide such documentation as may be required to support a request for reimbursement. Any such request for reimbursement is subject to the availability of federal grant funding and the terms and conditions of the grant and this MOU.

XV. Liability

Each agency shall assume responsibility and liability for the acts and omissions of its own officers, agents, or employees in connection with the performance of their official duties under this MOU.

XVI. Executive Orders

This Agreement is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions; and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, which mandates disclosure of gifts to public employees and campaign contributions to candidates for statewide public office or the General Assembly for state contracts valued at more than \$50,000, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it.

XVII. Audit

Each participating agency shall, at its expense, provide for an audit acceptable to the Connecticut State Police in accordance with the provisions of the State Single Audit Act as provided in Sections 4-230 to 4-236 of the Connecticut General Statutes. The participating agency agrees that representatives of the Connecticut

State Police may conduct inspections and examine such records and documentation as they deem necessary to validate payment requests or compliance with this MOU at any reasonable time. The participating agency shall maintain all records pertaining to its activities and obligations under this MOU for a period of not less than five (5) years from the termination of this MOU.

XVIII. Term of Agreement

It is agreed that this MOU will be in force for a minimum 18-month period from the first day of the month following the date upon the MOU has been signed by both parties and approved by the Office of the Attorney General.

The MOU may be terminated at any time by a participating agency by delivering a written notice of termination to the Connecticut ICAC Task Force Commanding Officer who will, in turn, notify all other participating agencies. Upon withdrawing from the Task Force, any Connecticut State Police Computer Crimes and Electronic Evidence Unit I ICAC Task Force equipment assigned to participants will be returned to the Connecticut State Police Computer Crimes and Electronic Evidence Unit. An agency's termination of its involvement in ICAC will not negate the remaining agencies' participation and agreement under the MOU.

XIX. Modification or Amendment

This MOU may not be modified or amended unless in writing signed by an authorized representative of both parties.

[Signature Page Follows]

SIGNATURE PAGE

PARTICIPATING AGENCY

Signature of Mayor, First Selectperson, or Town Manager

Printed Name and Title of Signatory Above and Date

Agency Address Tel. w.Area Code

DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION

Signature of Commissioner Date

CONNECTICUT ICAC TASK FORCE COMMANDING OFFICER

Signature of ICAC Commanding Officer Date

Printed Name of Commanding Officer

Special Addendums for ICAC MOUs

1. Forensic Analysis Component

- a. This agency agrees to report monthly ICAC stats as required
- b. This agency agrees to assist fellow agencies as resources permit
- c. This agency agrees to provide a three-year commitment to performing computer forensics examination
- d. This agency agrees that the one of the participant's primary functions includes computer forensics, for which they will be allowed time to complete at least 6-10 exams a year
- e. This agency agrees to provide a proper forensic area (evidence/examination space in the PD to properly handle a forensic function)
- f. This agency agrees to maintain forensic software/hardware necessary to meet basic forensic standards set by the committee
- g. This agency agrees that all equipment and software purchased through ICAC will be used specifically for ICAC purposes only and if it is deemed that an agency is not abiding by the MOU or its addendums, then the equipment will be returned

2. Undercover Investigative Component

- a. This agency agrees to report monthly ICAC stats as required
- b. This agency agrees to follow both the ICAC guidelines and basic standards put together by the steering committee
- c. This agency agrees to allow its participants to meet one day a month for professional development
- d. This agency agrees to assist fellow agencies as resources permit
- e. This agency agrees to provide a two-year commitment to performing undercover internet investigations
- f. This agency agrees to provide a proper investigative area
- g. This agency agrees to maintain forensic software/hardware necessary to meet basic forensic standards set by the committee.
- h. This agency agrees to accept cybertips in their jurisdiction and report status on the investigations monthly
- i. This agency agrees that all equipment and software purchased through ICAC will be used specifically for ICAC purposes only and if it is deemed that an agency is not abiding by the MOU or its addendums then the equipment will be returned.

3. Cybertip Investigations

- a. This agency agrees to investigate cybertip referrals associated with their jurisdiction and pursue them thoroughly
- b. This agency agrees to report monthly to the ICAC commander or his designee on the status of all referred cybertips
- c. This agency agrees to report monthly ICAC stats as required

- d. This agency agrees to follow ICAC guidelines as well as policies set forth by the steering committee

4. ICAC Recovery Act Grant

- a. This agency agrees to report monthly ICAC stats as required
- b. This agency agrees to submit the appropriate ICAC paperwork requested prior to reimbursement for any funds
- c. This agency agrees to attend all trainings for which they are registered. If they cancel without proper notification, future training will be limited
- d. This agency agrees that all equipment and software purchased through ICAC will be used specifically for ICAC purposes only and if it is deemed that an agency is not abiding by the MOU or its addendums, then the equipment will be returned.

4. ICAC Task Force Continuation

- a. This agency agrees to report monthly ICAC stats as required
- b. This agency agrees to submit the appropriate ICAC paperwork requested prior to reimbursement for any funds
- c. This agency agrees to attend all training for which they are registered. If they cancel without proper notification, future training will be limited
- d. This agency agrees that all equipment and software purchased through ICAC will be used specifically for ICAC purposes only and if it is deemed that an agency is not abiding by the MOU or its addendums, then the equipment will be returned

ADDENDUM A

The participating agency to this MOU will be providing the following ICAC Task function(s) and agrees to the terms and conditions of the function(s) indicated ***[check appropriate box]:***

☐

Undercover Investigators. Only those officers assigned to the undercover investigative function will be permitted to conduct ICAC online investigations pursuant to the MOU. All such investigations shall be conducted in accordance with ICAC operational and investigative guidelines. Potential ICAC investigators should be evaluated for assignment to the Task Force based upon their work history and prior investigative experience, familiarity with computers and networks, court testimony skills, ability to handle sensitive information prudently, and a genuine interest in the protection of children. Each officer assigned to the Connecticut ICAC Task Force must receive appropriate training prior to initiating online investigations. A two year commitment to the Task Force is required.

☐

Forensic Analysts. Only those officers assigned to the forensic analyst function will be permitted to conduct ICAC forensic analyses pursuant to the MOU. A three year commitment to the Task Force is required and any officer so assigned must have computer forensics as one of his or her primary functions during the period of assignment to the Task Force. All such analyses shall be conducted in accordance with ICAC operational and steering committee forensic standards. The Task Force Commanding Officer may establish minimum qualifications-including training requirements for ICAC examiners, and establish operational guidelines for conducting ICAC forensic examinations. Any established Task Force guidelines should look to compliment those of participating agencies that may already be conducting examinations rather than supersede any guidelines that the participating agency may currently have in place.

☒

Cybertip Investigations. The participating agency agrees to investigate cybertip referrals associated with their jurisdiction and pursue them thoroughly. All investigations shall follow ICAC guidelines and policies.

, Duly Authorized

Signature

Print Name:

Date:.

Third Party Administrator
Flexible Spending Account
PEPM Fee per account
Minimum Fee Per Month
Implementation Fee
Renewal Fee
Debit Card Included
Plan Documents
Dedicated Account Manager
Rate Guarantee
Notes

90 Degree Benefits
Flexible Spending Account/DCA
\$5.95
\$100
\$550
\$500
No. \$6 per card. Card valid for 3 years
\$450
Yes

Advanced Benefit Strategies
Flexible Spending Account/DCA
\$4.75
\$0
\$420
\$420
Yes
Included
Yes
2 Yr RG
TPA to a large number of municipalities in CT

Benefit Resource, Inc (BRI)
Flexible Spending Account/DCA
\$4.00
\$125
\$0
\$0
Yes
\$395

Progressive Benefit Solutions (PBS)
Flexible Spending Account/DCA
\$4.50
\$50
\$0.00
\$0
Yes. \$10 per card.
\$250
Yes
2 Yr RG

OneDigital Recommendation

96



Advanced Benefit Strategies, Inc.

Your Flexible Benefits Specialists

ABS Intake Form

Flexible Spending, Limited Flexible Spending, Dependent Care

BASIC ADMINISTRATION REQUIREMENTS

There is no 1099 requirement. Please do not provide a 1099.

Please set up two vendor accounts – one to pay plan fees/expenses and the other to remit plan contributions/employee salary reduction elections.

- **Average set up time:** 15 - 20 business days for most plans.
- **Timing of reimbursement:** Within 10 business days when claims are in good order, or when the total reimbursement first equals or exceeds \$20.00.
- **Enrollment Reporting:** After you return the completed Set-Up Report, your Account Manager will provide you with guidance on reporting employee enrollments.
- **Run out period:** Claims may be submitted up to 90 days after the plan ends. Claims run out after date of termination is 60 days past the termination date (FSA).
- **Debit card refunds:** Transactions on the debit card can't be reversed by ABS. The participant must reach out to the vendor where the transaction occurred.
- **Claim adjudication:** This is an IRS sanctioned program and claim adjudication is required. In most instances an Explanation of Benefit is required. Other types of receipts may be requested for any and all claims.
- **PCORI fee:** Certain employer funded Section 125 Flexible Spending plans are subject to the Patient Centered Outcome Research Institute fee (PCORI). ER funded flex means the employer contributes more than \$500.00 not including employee contributions to the Plan. IRS Form 720 is completed and submitted by the employer. ABS will assist with compliance but we are barred from completing and submitting the form for you.
- **COBRA Eligibility:** FSA is eligible for COBRA coverage under certain circumstance.
- **Monthly reports** are available on the Employer portal reflecting the amount of claims paid and the balance of funds in the account etc.

EMPLOYER INFORMATION

Client Information

Exact Legal Name of Company: Town of East Windsor

DBA (if applicable):

Company Address: 11 Rye Street

City: Broad Brook

State: CT

ZIP Code: 06016

Enter Full Billing Address (if applicable):

Enter Billing Email: gcarolus@eastwindsorct.com

Federal Tax ID: 06-6001993

State Incorporated: CT

Total # of Employees of the Employer: 84 FT

Do you want an employee meeting? ☒ Yes ☐ No

Enrollment Platform: ☐ ABS Online ☐ Your Current Online Platform ☒ Paper

Other participating employers? ☐ Yes ☒ No If yes, please list:

Does the Company sponsor a group health plan for its eligible employees? ☒ Yes ☐ No

Organization Type

☐ C-Corporation

☐ Professional Corporation

☐ Partnership

☒ Government Agency

☐ Non-Profit

☐ Sub-Chapter "S" Corporation

☐ Professional Association

☐ Sole Proprietorship

☐ LLC - Limited Liability Company

☐ Other (please specify):

Plan Administrator(s)

The "Plan Administrator" should be the individual authorized to sign/execute the legal plan documents at the organization and will also be given online access. The "Internal Contact" listed below is the individual who ABS will contact to conduct basic administration.

Plan Administrator Name: Jason Bowsza

jbowsza@eastwindsorct.com

Phone: 860-623-8122 Ext: Fax: 860-623-4795 Email:

Internal Contact 1 Name: Amy O'Toole

aotoole@eastwindsorct.com

Phone: 860-292-5909 Ext: Fax: 860-623-47 Email:

Internal Contact 2 Name: Melissa LaBelle

mlabelle@eastwindsorct.com

Phone: 860-623-8122 Ext: Fax: 860-623-47 Email:

Payroll Contact Name: Gayle Carolus

gcarolus@eastwindsorct.com

Phone: 860-292-5909 Ext: Fax: 860-623-47 Email:

Broker Contact Information

Firm Name: One Digital

Contact Name: Anika Grochowski

Phone: 860-773-6586 Ext: Fax:

Email: anika.grochowski@onedigital.com

Services (check all that apply)

☒ FSA (Medical Flexible Spending Account Dependent Care FSA) ☐ 125 POP (Premium Only)

☐ Will there be a file transmission for enrollment? If yes what platform No

☐ Who in your organization should receive the funding notices, reports etc.?

• Provide a name and email: Gayle Carolus gcarolus@eastwindsorct.com

FLEXIBLE SPENDING ACCOUNT and DEPENDENT CARE

Plan Details

Plan Effective Date:

07/01/2024 /
(MM/DD/YYYY)

Subsequent Plan Year (i.e. Jan – Dec): July - June

Do you currently have an FSA plan? ☐ Yes ☒ No

IF YES, please complete the below section:

First year of the plan (original plan year): _____

Plan Number: _____

If you are changing TPA's would you like ABS to handle the run-out period for this plan? ☐ Yes ☐ No

- This is typically handled by your **current** TPA.
If yes, ABS will need the claim history for the prior plan year as well as confirmation of the FSA plan design.
A \$600.00 fee will apply.

Do you currently have a Premium Only Plan (POP)?
☒ Yes ☐ No

IF YES, please complete the below section:

Would you like a POP (Premium Only Plan) incorporated into the plan document? ☒ Yes ☐ No

If yes, what was the first year of the plan (original plan year): _____

And what is the Plan Number: _____

If you have a wrap plan document for your benefits, is this or will this health FSA be part of it? ☐ Yes ☒ No

IF YES ABS will provide you or your broker the enrollment numbers for IRS form 5500? (i.e. employer, broker, etc.): _____

Eligibility

Who is eligible to participate?

Minimum hours worked per week to be eligible for health benefits: 25 hours/week

New Hire wait period to enroll in benefits: 0 1st of the month after wait period? ☒ Yes ☐ No
(Must Fill Out)

Usually stated in days. For Example: 30 days, 60 days, etc. New Hire wait period cannot be greater than 90 days

Grace Period and Carry Over Funds (Choose only one)

☒ 2 ½ month Grace Period ☐ Annual Carry Over of funds (IRS Max allowed) ☐ Neither

If YES to Carry Over:

- Do you want the 2 ½ month Grace Period for Dependent Care Reimbursement? ☐ Yes ☒ No
- Do you want to limit the Carry Over to only employees who elect for a minimum amount in the next plan year?
☐ Yes ☐ No If yes, enter minimum \$ _____

Limited HCR -Do you want to add a Limited HCR for those who are contributing to an HSA? ☐ Yes ☒ No

Do you want to include the **HEROES** Act? ☒ Yes ☐ No

ADDITIONAL PLAN INFORMATION ON NEXT PAGE

Minimum and Maximum Elections and Employer Funding

- A minimum annual election will not be prorated for an enrollment that is less than 12 months. **Example:** If the minimum annual election is \$250.00 and an employee enrolls mid plan year, the minimum election is still \$250.00.
- If there is employer funding for the FSA or DCR, the minimum annual election must be **zero**. Employer funding may be prorated for mid-year enrollees if desired.

Flexible Spending Account

☒ Minimum Annual Election \$ 250.00

☒ IRS Maximum Annual Election of \$ 3,200.00 (eff. 2024). This rate is subject to change. Check this box if you want to allow for automatic changes based on IRS COLA rates.

☐ Custom Maximum Annual Election \$ _____
(enter an amount equal to IRS max or less.) Check this box if you want to establish your own annual maximum and **NOT** have it subject to IRS COLA rate changes.

Dependent Care

☒ Minimum Annual Election \$ 250.00

☒ IRS Maximum Annual Election of \$5,000.00

Does your payroll system adjust the last pay deduction in the plan year to reach the exact election amount?

☐ Yes ☒ No

If there is an extra payroll in the plan year (weekly or biweekly pay dates falling on the 1st of the month, leap years), how should deductions be calculated?

☒ Split deductions evenly across all payrolls

☐ Skip first pay date in the plan year

☐ Skip last pay date in the plan year

Will there be Employer Funding for this plan? ☐ Yes ☒ No

IF YES, how much will the annual benefit be (employer funding ONLY)? \$ _____

Will employer funding be prorated based on month of enrollment for mid-year enrollees? ☐ Yes ☐ No

Employer Funding schedule (if applicable):

☐ As claims are paid (**PREFERRED – Claims Based funding ONLY***)

***See PAYROLL and FUNDING on page 5 for more information on Claims Based and Contribution Based funding options**

DEBIT CARD

Debit Card Set-up – Complete ONLY if electing the debit card

Would you like to offer a debit card for your FSA (does not include Dependent Care)?

☒ Yes ☐ No

- When debit card is unavailable, alternate reimbursement options include checks and direct deposit.

FACTS about the debit card

Non-qualified expenses charged on the debit card may require the participant to reimburse this plan. Non-qualified charges on the debit card cannot be reversed by ABS.

Do you want the debit card suspended on participants who do not respond to requests for receipts?

2 requests are sent over a period of 60 days, after which the card would be suspended. ☐ Yes ☒ No

☒ **DEBIT CARD AGREEMENT:** I have read the facts above and understand the potential loss of money to the Plan due to inappropriate use or use outside the design of the Employer's Plan. I wish to enroll my company for the Benefit Debit Card. I understand that *all* participants in the Plan will be issued debit cards. **No cards will be issued without written approval.**

Initial required: _____ Date: _____

PAYROLL and FUNDING

Payroll

Number of Payrolls per Year: 26

1st Pay Date after Effective Date: 7/3/24 1st Deduction after Effective Date: 7/3/24

Funding

Claims-Based Funding

- We pay the claim using our bank account's check or direct deposit processes. We then replenish our account via an ACH transferring the funds from your bank account to ABS.
- We will notify you on **2 days** ahead of time (Wednesday) and process the transaction to fund only the claims (Friday). You don't need to do anything but make sure the funds are there when we need them. (typically done Wednesday for Friday)
- Convenient, requires less reconciliation at the end of the year. Keep your plan funds in your general account (earning interest) until we need them to pay claims.

Debit Card Funding:

ABS provides funding for your debit card throughout the Plan years. However, there is a small initial collateral collection that occurs when the Plan is established. ABS will collect the potential outlay divided by 26. This amount is returned to you at the date of Plan termination. For example: 5 employees sign up for a maximum of \$16,000 for the year, $\$16,000/26 = \615.38 . This is the amount ABS will initially draw from your bank account provided below for the debit card.

Banking Information (additional signature of authorized person required for deductions)

Name of Depositor (as shown on bank records): _____

Checking Account Number: _____

Routing Number: _____

Bank Name and Address: _____

Name of Employer Auth. Person: _____

Email: _____

Depositor authorizes ADVANCED BENEFIT STRATEGIES, Unionville, CT to present automated debits and credits via Automated Clearing House (ACH) to the above listed account related to processing of claim reimbursements for

participants in association with Depositor's Section 125 Flexible Spending program and/or Section 105 HRA program and/or Section 132 Commuting program and/or Health Savings Account (HSA).

This authorization will remain in effect until revoked by Depositor in writing and until you actually receive such notice. Depositor agrees that you shall be fully protected in honoring any such ACH.

Depositor agrees that your treatment of each such ACH and your rights in respect to it shall be the same as if it were a check signed by Depositor.

Please check with your above listed banking partner to make sure that if you have a ACH **debit block**, Advanced Benefit Strategies, ID# 1061471862, Webster Bank account #9085448, and routing # 211170101 has been listed allowing ACH activity.

A signature from someone with authority to make changes to the organization's benefits and/or banking information is required. This signature indicates that you have had an opportunity to review this document in its entirety and that you agree to the terms and conditions set forth by ABS.

Signature of Depositor in Agreement with bank Records

Signature:

SIGN NAME HERE

Print Name:

PRINT NAME HERE
Jason Bowsza

Title:

ENTER TITLE HERE **First Selectman**

Date:

ENTER DATE HERE

Additional Information

Pre-Tax Programs and Employer Provided HRA – Restricts self-employed (sole proprietors, partners in a partnership, and a more than 2% subchapter S corporation shareholders) from participating.

Discrimination testing – The benefit test and eligibility test apply for the purposes of code 105(h). Different treatment for employees in different classes is a red flag, especially if a class of employees includes mostly highly compensated employees. Treating all employees the same – for example, by providing the same eligibility, waiting periods, and reimbursement options – will ensure that the plan is not discriminatory. **Included in the annual fee.**

Employee – An individual whose relationship with an Employer is, under common law, that of an employee and meets the eligibility requirements as set forth in the attached Adoption Agreement.

Which plan pays first: The health plan must consider claims for payment first, then the HRA Plan will consider, and any remainder may be submitted to the Health FSA if applicable.

Heroes Act: The Heroes Act allows for an active military Reservist who has been called to duty for at least 179 days to receive any funds that he/she has contributed to the Plan without the need to submit a receipt for a qualified medical expense. The Reservist has to make the request for the funds to the Plan Administrator who will in turn contact their ABS Account Manager

2 ½ month grace period: The 2 ½ month grace period allows a participant to incur an expense in the first 2 ½ months of the new Plan Year to use up any money left over from the previous Plan Year. For example, if your Plan Year ends December 31 and a participant has \$50 left, he would have until March 15th of the following Plan Year to incur an expense to use up that \$50 before spending his new annual election. The 2 ½ month grace period and the 90 day run off run concurrently.

Carry Over: The Carry Over allows a participant to carry over into the new Plan Year a maximum of \$640.00 to be available for use *after* the 90 day run off (current IRS max). The Plan Administrator may choose to have the 2 ½ month grace period OR the Carry Over but not both. Fund balances at the end of the Plan Year greater than IRS max will be forfeited. The Plan Administrator will pay a monthly headcount fee for the participant with carryover funds even if the participant does not enroll for the new Plan Year. The IRS considers this a new annual election and therefore all standard Section 125 rules apply. In addition the Plan Administrator may require that a participant enroll in the new Plan Year with at least a new minimum annual election in order to receive Carry Over funds.