

TOWN OF EAST WINDSOR BOARD OF SELECTMEN

REGULAR MEETING

Thursday, December 20, 2018

7:00 p.m.

Town Hall Meeting Room
11 Rye Street, Broad Brook, CT. 06016

Revised Meeting Minutes

*** *These Minutes are not official until approved at a subsequent meeting****

Board of Selectmen:

Robert Maynard, First Selectman
Steve Dearborn, Deputy First Selectman
Jason Bowsza, Selectman
Andy Hoffman, Selectman
Charles J. Szymanski, Selectman

ATTENDANCE: *Board of Selectmen:* Robert Maynard, First Selectman; Steve Dearborn, Deputy First Selectman; Jason Bowsza, Selectman; Andy Hoffman, Selectman.

ABSENT: Charles J. Szymanski, Selectman.

SPEAKERS/GUESTS: *Public:* Peter Alberici, Paul Anderson, Marie DeSousa, Bill Loos, Barbara Sherman, Tom Talamini.

Press: No one was present from the press.

TIME AND PLACE OF REGULAR MEETING:

First Selectman Maynard called the Meeting to Order at 7:00 p.m. in the Town Hall Meeting Room, 11 Rye Street, Broad Brook, CT.

PLEDGE OF ALLEGIANCE:

Everyone present stood to recite the Pledge of Allegiance.

AGENDA APPROVAL:

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MOTION: To APPROVE the Amended Agenda as presented.

Bowsza moved/Hoffman seconded/DISCUSSION: None.

VOTE: In Favor: Unanimous (Maynard/Dearborn/Bowsza/Hoffman)
(No one opposed/No abstentions)

ATTENDANCE: See page 1.

PUBLIC PARTICIPATION:

Barbara Sherman, 12 Allen Drive:

Mrs. Sherman wanted to address a couple of comments made at the last meeting about the Sabonis property.

- Selectman Hoffman had said the property was landlocked; it is not. Deputy First Selectman Dearborn had clarified that. Selectman Hoffman indicated he had subsequently corrected that error.
- And, it was said the purchase of the property would benefit the American Heritage River Commission (AHRC), Mrs. Sherman reported the AHRC has no need for this parcel. They're already maxed out with other activities, such as clearing trails on existing Town and State properties, fund-raising for the 5 Corner Cupboard, and other activities. Mrs. Sherman suggested the availability of this parcel was brought to her attention; it's a 16 acre parcel for a price of \$16,000. Mrs. Sherman recalled the Sabonis Family has donated another parcel; the AHRC doesn't need this property; the Town might need it.

First Selectman Maynard questioned Mrs. Sherman on her feelings regarding purchasing the parcel. Mrs. Sherman pointed out the Harrington property, which has more land, is also available. Selectman Bowsza noted the Sabonis parcel being discussed this evening is adjacent to Sabonis Landing; Mrs. Sherman concurred, noting it has more frontage on the river. Selectman Bowsza suggested he hears people say they want to preserve the Town's rural character; this would do that. Mrs. Sherman indicated she didn't know if there were other smaller parcels available for less than the \$16,000; she just wanted to bring her comments to the Town's attention. Deputy First Selectman suggested this parcel will stay there forever; no one will buy it; they can't do anything with it.

Marie DeSousa, 10 Rice Road: Mrs. DeSousa said she couldn't make the last Selectmen's Meeting, she questioned why it had not been recorded. First Selectman Maynard noted it had been cancelled due to a snow storm. Mrs. DeSousa questioned if a Meeting was held about the fire departments. First Selectman Maynard indicated a Sub-Committee Meeting had been held on December 18th. Mrs. DeSousa questioned if Minutes had been taken. First Selectman Maynard replied affirmatively.

Dick Pippin, 37 Woolam Road: Mr. Pippin indicated he also had comments to add to the discussion of the Sabonis property under its specific Agenda item.

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APPROVAL OF MEETING MINUTES/Regular Meeting Minutes of December 6, 2018:

MOTION: To APPROVE the Regular Meeting Minutes of the Board of Selectmen Meeting dated December 6, 2018 as presented.

Maynard moved/Hoffman seconded/**DISCUSSION:** None

VOTE: In Favor: Unanimous (Maynard/Dearborn/Bowsza/Hoffman)
(No one opposed/No abstentions)

It was noted that while Deputy First Selectman Dearborn had not attended the December 6th Meeting he had read the Minutes and was comfortable voting on them.

COMMUNICATIONS: None.

BOARDS AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS/A.

Resignations:

None.

BOARDS AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS/B

Reappointments:

1. Albert Grant (U), American Heritage River Commission, Alternate Member for a term expiring November 1, 2020:

MOTION: To REAPPOINT Albert Grant (U), to the American Heritage River Commission for a term expiring November 1, 2020.

Bowsza moved/Hoffman seconded/**DISCUSSION:** None.

VOTE: In Favor: Maynard/Dearborn/Bowsza/Hoffman
(No one opposed/No abstentions)

2. Elizabeth Burns (D), Elderly Commission for a term expiring December 31, 2020:

MOTION: To REAPPOINT Elizabeth Burns (D), to the Elderly Commission for a term expiring December 31, 2020.

Bowsza moved/Hoffman seconded/**DISCUSSION:** None.

VOTE: In Favor: Maynard/Dearborn/Bowsza/Hoffman
(No one opposed/No abstentions)

BOARDS AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS/C. New Appointments:

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None.**

UNFINISHED BUSINESS/A. Broad Brook Mill Discussion:

First Selectman Maynard noted the report which resulted from the inspection of the Broad Brook Mill by the Structural Engineer, Elizabeth Acly, of CIRRU Structural Engineering has been received. First Selectman Maynard presented a slide show of the photos included in Ms. Acly's report. She has made the following recommendations:

- Ivy currently growing over the mill should be removed
- The hole in the roof should be patched to prohibit the continued growth of mold inside the building
- Interior finishes to be removed, and existing framing should be treated with boric acid to kill the mold.
- Remove vegetative growth covering the outside of the building
- Fix drain pipes to direct water away from the foundation

First Selectman Maynard suggested the most important information in the report is her conclusion: Damage is localized and the building is capable of renovation and repair.

Selectman Hoffman reported he spoke with Martin D'Eramo of UTC yesterday; Mr. D'Eramo has a copy of the report and will be setting up a meeting in January which will include representatives of the BBMSRC. Selectman Hoffman indicated UTC has met with DEEP once already; DEEP has a list of 10 to 12 developers who specialize in developing historic sites. They had said if the building was structurally sound it improved the potential for development. They have selected a contractor to patch the hole in the roof. The report indicates that it would be in the best interest of the building to add extensions to the downspouts, and they will do that. They will also address the vegetation in the grout lines of the building.

Selectman Hoffman indicated he continues to tell Mr. D'Eramo that the Town is willing to go to war over the remediation pile. Selectman Hoffman felt Mr. D'Eramo was trying to do something on that issue. He reported that the BBMSRC met last night. He has been trying to contact Representative Chris Davis to discuss the possibility of getting grant money to help remove the contaminated materials. The estimated cost to remove that soil is \$173,000; for a company that made \$4.1 billion last year to not be able to find the money to remove the material is disappointing. Selectman Bowsza suggested the Town can sue UTC. Selectman Hoffman felt that UTC is moving in a better direction; he felt the Town must be reasonable. Selectman Hoffman reiterated the BBMSRC has two goals: to save the old Mill building, and to get the consolidation pile out of there.

Selectman Hoffman indicated he had asked Representative Chris Davis if the Town could apply for a grant under the Brownfield Reclamation Program and turn that money over to UTC to remove the material? Selectman Hoffman indicated Representative Davis wasn't sure, usually the Town would apply for the grant and do the remediation work. Selectman Hoffman indicated he had clarified that the Town doesn't own the property. Selectman Hoffman felt

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Representative Davis had a great interest in saving the old building and making it useful for the Town. He would also like to attend the meeting Mr. D'Eramo is setting up.

Paul Anderson, 89 Main Street: Mr. Anderson recalled there's over a \$1 million of taxpayer money setting in the bank. Selectman Hoffman felt that money was earmarked for future use, like remediation. He agreed that there's \$1.3 mil in State funding from DEEP that's town money that should be used for something good. Mr. D'Eramo had said that money was for the coal ash and not the heavy metals that UTC put there.

Marie DeSousa, 10 Rice Road: Mrs. DeSousa asked if the Committee has asked if the issue is a location to take the soils to. She cited that the CREC school in Bloomfield had a difficult time finding a place to take their material because of the level of contamination.

Selectman Hoffman indicated Mr. D'Eramo is the Deputy Director of Government Affairs in Connecticut for UTC; Representative Davis knows him. Selectman Hoffman felt things are going better for the Town in the last 6 months; they had been ready to tear down the building. First Selectman Maynard recalled that Mr. Loos had discussed the cost of removal of the contaminated material with a hazardous waste company and was given a figure of \$400,000. He suggested the delta is what it will cost UTC to put the material behind the Congregational Church; Selectman Hoffman suggested the \$173,000 is UTC's delta number.

UNFINISHED BUSINESS/B. Discussion of Charter Revision:

First Selectman Maynard noted the Charter Revision Commission had recently posted a survey on the website; of particular interest were questions #3 (*In your view, what areas involving town government need more focus and support?*) and #7 (*If you could change one thing about how our town government currently works, what would it be?*). The CRC received 206 responses to the survey, which included 300 answers to open questions. First Selectman Maynard suggested people may not have been thinking specifically of the Charter when they responded but in reviewing the responses he is seeing a pattern evolving. Many respondents used terms like "collaboration", "compromise", "cooperation", "civility". First Selectman Maynard reported he's putting together an analysis, which he hopes to have for the next BOS Meeting.

NEW BUSINESS/A. Approval of River Bend Check:

First Selectman Maynard provided the Selectmen with a copy of a recent report regarding the River Bend property. First Selectman Maynard reported that in 2014 Griffin Land Trust approached the Town regarding purchasing the "property rights" for this parcel which is located on Rye Street. The Town subsequently worked with the State and in 2016 the Town agreed to provide 25% of the cost of the purchase of this property. The purchase was approved by the Planning and Zoning Commission some time ago. In the last month the cost has been finalized; the Town is paying \$216,448.75 to purchase "property rights" on this 115 acre parcel. First Selectman Maynard indicated the Town will not only be preserving farmland but will also be getting an area which will provide passive recreation, such as hiking and kayaking. First

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Selectman Maynard reported the Town will be giving the State a check in the morning; this is years of work coming to fruition.

Paul Anderson, 89 Main Street: Mr. Anderson wanted to clarify that the Town is purchasing “development rights” on this property.

Bill Loos, Melrose Road: Mr. Loos questioned if the land is currently rented to a farmer? Deputy First Selectman Dearborn indicated a farmer is currently raising tobacco on the parcel

No specific motion made to approve the check under this Agenda item; check is included in the Check Registers approved by the Board at the end of the meeting.

NEW BUSINESS/B. Discussion of Sabonis Property:

First Selectman Maynard indicated he was talking to people. Selectman Hoffman and Deputy First Selectman Dearborn thought no one would be buying it soon, but other people have said there’s other property adjacent which will be up for sale and they might want to buy this one. Someone else said you could buy it and put in a hunting lodge.

Selectman Bowsza suggested that if the Town owns the parcel it does guarantee it being used for passive recreation by the Town’s people. First Selectman Maynard noted there’s money available in the Open Space Fund, although the purchase probably needs to go through the Planning and Zoning Commission and a Town Meeting.

Selectman Hoffman reported Mrs. Sherman arranged for he and Deputy First Selectman Dearborn to walk the property; Barbara Sabonis was there as well. He personally felt \$1,000/acre is too much for this land. The property is wet, it’s overgrown, and there’s a large wet swale going back towards Scantic Road. Selectman Hoffman cited the area flooded in the 1930s and he recalled it flooding in 1955 with water going completely over Scantic Road. He agreed that the property probably isn’t developable. When he talked to Mrs. Sherman she had said this property is a low priority. Selectman Hoffman indicated if the Town has the money and the Board wants to buy this property he wouldn’t oppose the purchase but he wouldn’t plunk money down now; he felt the Town should also consult with a real estate person regarding the price and the development potential. Selectman Hoffman noted that the money in the Open Space Fund comes from developers who don’t want to give the Town land for Open Space; the money doesn’t come in quickly. Selectman Hoffman suggested there may be other parcels in Town that would be more favorable. Deputy First Selectman Dearborn agreed with Selectman Hoffman.

Dick Pippin, 37 Woolam Road: Mr. Pippin noted the parcel contains wetlands and is in the flood plain; it also contains steep terrace escarpment slopes. You can’t do anything in the wetlands or the flood plain and you don’t want to disturb the terrace escarpment slopes. Mr. Pippin suggested the Board save their money and spend the \$16,000 on something else.

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Selectman Bowsza felt the Board should do this; it's passive recreation; it's contiguous to the other Sabonis parcel. Selectman Bowsza felt if the Town doesn't buy this it will become houses. Selectman Bowsza felt the Town has the money in the Open Space Fund; he cited the Town has tapped that money once and that's tomorrow. Selectman Hoffman noted that after the Town purchases the Rye Street property there will be \$40,000 left in the Open Space Fund; he reiterated his opinion that the Town should consult a real estate person regarding the marketability of this property. Selectman Bowsza suggested we should also evaluate the parcel that isn't for sale yet.

Paul Anderson, 89 Main Street: Mr. Anderson suggested that if someone purchased the 75 acres next door they might scoop this up and the Town will lose it; once the riverfront is gone it's gone. Mr. Anderson agreed with Selectman Hoffman that the Town should consult with a real estate person.

Bill Loos, Melrose Road: Mr. Loos noted the Town also owns land on the other side of the river across from this parcel. Mrs. Sherman and Mr. Pippin felt that land was associated with Scantic Glen.

MOTION: To PURCHASE the Sabonis property at 29 Scantic Road, Map 075, Block 32, Lot 001B for \$16,000 from the Open Space Fund and move the purchase to a Town Meeting.

Bowsza moved/Maynard seconded/

DISCUSSION: Selectman Hoffman clarified he wants to get a market appraisal of the property. Selectman Bowsza estimated the cost of an appraisal to be \$3,000. First Selectman Maynard suggested this recommendation needs to go through the Planning and Zoning Commission.

VOTE: In Favor: Unanimous (Maynard/Dearborn/Bowsza/Hoffman)
(No one opposed/No abstentions)

NEW BUSINESS/C. Discussion of Casino:

First Selectman Maynard cited a December 13th article suggested the introduction of a bill to bypass the Federal approval of the casino. Discussion followed regarding the change of administrations in the State, and the resignation of Secretary of the Interior Zinke. Selectman Hoffman indicated he also talked to Mr. Cappiello; he plans to attend the Board's second meeting in January.

Marie DeSousa, 10 Rice Road: Mrs. DeSousa suggested the Board should solicit the residents to write to their legislatures to support the East Windsor casino and keep the money in Connecticut. Selectman Hoffman recalled the Board had asked that question of Mr. Cappiello and he had suggested they would tell us when that would be beneficial.

NEW BUSINESS/D. Discussion of Sale of Grace Episcopal Church:

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First Selectman Maynard reported Grace Episcopal Church on Old Ellington Road is for sale. He has been contacted by Melissa Maltese (Director of Recreation and Community Services) regarding the possibility of the Town purchasing it for a new Senior Center. The asking price is \$422,000.

NEWBUSINESS/E. Discussion of Education for Town Officials:

First Selectman Maynard provided the Board with a list of seminar offerings available through CCM.

Selectman Hoffman suggested that after the last meeting in October he thought it would be in the best interest of the Boards, Commissions, and Committees to go to seminars covering Robert's Rules, the Charter, and similar things. He gave a list to First Selectman Maynard and his assistant, Amanda Calve, and asked that she research opportunities for training; the list provided by First Selectman Maynard tonight is a beginning. First Selectman Maynard cited they are asking for suggestions; he requested anyone with information send their comments to Selectman Hoffman and Mrs. Calve by e-mail. The intent is to set up a training program after the first of the year.

NEW BUSINESS/F. Review and Authorization of Homeland Security Grant MOA:

First Selectman Maynard referenced a copy of the Homeland Security Grant – Memorandum of Understanding for Region 3, noting the Board must authorize himself to review and authorize the Memorandum of Understanding (MOA). He noted he must also execute the Resolution as the Department of Emergency Services and Protection has recently changed the document.

Selectman Hoffman noted the MOA references Region 3; he questioned what Towns are part of Region 3 besides East Windsor? First Selectman Maynard indicated he felt Enfield was also a member town but didn't know what other towns were involved. Selectman Hoffman noted the document references resources and regional collaboration; he questioned what that entailed for East Windsor. First Selectman Maynard cited the Town provides a budget of approximately \$17,000 annually for Emergency Management. Part of that funding is a stipend for the Chief. Drills are performed so members can decide how to respond to emergency situations.

Selectman Hoffman cited page 3 lists a figure of \$357,659; he questioned if that was money being allocated to Region 3, and if so, how much of that comes to East Windsor for our participation. First Selectman Maynard didn't have that information available. Selectman Hoffman questioned that the grant was revenue neutral, and that it's up to the people to manage that money. First Selectman Maynard replied affirmatively.

Marie DeSousa, 10 Rice Road: Mrs. DeSousa suggested this funding provides training for the Fire and Police Departments to practice how to handle emergencies and disasters. Mrs. DeSousa suggested the people who do manage this money do an excellent job with the minimal amount they receive.

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Barbara Sherman, 11 Allen Drive: Mrs. Sherman suggested when they do the training they also make sure the computer systems are on the same band and everyone can communicate with each other. She cited annual drills to practice emergency management scenarios; Mrs. Sherman felt the Town needs to have this. Selectman Hoffman indicated he noted language that speaks of levels of commitment and response in a timely manner; he noted that often costs money. He cited he was just questioning if the money derived from this program covered the Town's involvement; does additional money need to be taken from Town Departments. First Selectman Maynard suggested having a representative from Emergency Management come in for a presentation.

MOTION: To AUTHORIZE the First Selectman to review and authorize the Homeland Security Grant Memo of Understanding.

Maynard moved/Dearborn seconded/DISCUSSION: None

**VOTE: In Favor: Unanimous (Maynard/Dearborn/Bowsza/Hoffman)
(No one opposed/No abstentions)**

NEW BUSINESS/G. Adopt and Approve Blanket Resolution Regarding Homeland Security Grant:

MOTION: To ADOPT and APPROVE the Blanket Resolution regarding the Homeland Security Grant.

Maynard moved/Dearborn seconded/DISCUSSION: None

**VOTE: In Favor: Unanimous (Maynard/Dearborn/Bowsza/Hoffman)
(No one opposed/No abstentions)**

NEW BUSINESS/H. Approve Transfer for Charter Revision Recording Secretary:

First Selectman Maynard reported the funding for the Charter Revision Commission recording secretary has been expended. They originally asked for \$3,000 but were given \$1500. The Commission meets twice a month. First Selectman Maynard asked if the Board would consider asking for an additional \$1375 to fund the recording secretary for the rest of the year.

MOTION: To REQUEST the Board of Finance to fund transfer \$1,375.00 to the Charter Revision Commission line 810 900 51900 to fund the Charter Recording Commission Recording Secretary for the rest of the Fiscal Year.

Maynard moved/Hoffman seconded/DISCUSSION: None

**VOTE: In Favor: Maynard/Dearborn/Hoffman
Opposed: Bowsza
Abstained: No one**

NEW BUSINESS/I. Approve Transfer for Assessor Travel Expenses:

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First Selectman Maynard reported the Assessor's Office has over-run the travel expense line by \$500. When the new Assessor was hired she felt another employee needed additional training; the cost of training has exceeded the budget line.

MOTION: To REQUEST the Board of Finance to Transfer \$500.00 to the Assessor's Travel line item

Maynard moved/Dearborn seconded/DISCUSSION: Selectman Bowsza questioned the contract language regarding mileage reimbursement. First Selectman Maynard cited the reimbursement rate is \$0.545 cents per mile. Selectman Bowsza questioned if the Town has a policy on mileage reimbursement outside Union contracts. He noted that the policy at the State level is to deduct the mileage associated with the daily commute and reimburse for the remaining balance. First Selectman Maynard indicated he had reviewed this request with the Treasurer; she has advised him the Town pays employees to go to classes. Selectman Bowsza and Hoffman requested to see the current policy. Audience members offered these additional comments: **Marie DeSousa** questioned if the employee should have had these classes as a requirement for employment. **Mr. Talamini** felt the employee should be using a Town vehicle. **Mr. Pippin** felt the daily commute should be deducted from the mileage request, and the employee should be using the Town vehicle as well.

VOTE: **In Favor: Maynard/Dearborn**
 Opposed: Bowsza/Hoffman
 Abstained: No one

The motion failed.

NEW BUSINESS/J. Approval of Tax Refunds:

MOTION: To APPROVE Tax Refunds as identified under Tax Refund Report dated November 11, 2018 in the amount of \$198.22.

Bowsza moved/Hoffman seconded/DISCUSSION: None

VOTE: **In Favor: Unanimous (Maynard/Dearborn/Bowsza/Hoffman)**
 (No one opposed/No abstentions)

MOTION: To APPROVE Tax Refunds as identified under Tax Refund Report dated November 17, 2018 in the amount of \$8,526.29.

Bowsza moved/Hoffman seconded/DISCUSSION: None

VOTE: **In Favor: Unanimous (Maynard/Dearborn/Bowsza/Hoffman)**
 (No one opposed/No abstentions)

SELECTMEN COMMENTS AND REPORTS/A. Charles J. Szymanski::

Selectman Szymanski was not present this evening.

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SELECTMEN COMMENTS AND REPORTS/B. Andy Hoffman:

Selectman Hoffman reported the Economic Development Commission didn't meet this month; he has nothing to report.

Selectman Bowsza asked for an update on the Fire Sub-Committee Meeting. Selectman Hoffman reported there was a meeting at the Warehouse Point Fire District; personnel from both the Broad Brook Fire Department and the Warehouse Point Fire District were present. A number of residents attended as well to hear a proposal for creation of a single town-wide fire district – the East Windsor Fire District. The respective fire departments were asked to go back and poll their membership regarding the establishment of a common East Windsor Fire District, which would require rewriting the district documents, and deciding how the new fire commission would be set up. Selectman Hoffman indicated it's a fairly complex project but the first step is to find out if the fire departments support a single fire district. Selectman Hoffman noted the next sub-committee meeting is scheduled for January 15th, which is after the departments consult with their membership.

SELECTMEN COMMENTS AND REPORTS/C. Jason Bowsza:

Selectman Bowsza indicated he had no report this evening.

SELECTMEN COMMENTS AND REPORTS/D. Steve Dearborn:

Deputy First Selectman Dearborn indicated that in his opinion everyone is pushing for the whole town to have a fire tax but he felt that won't happen. He suggested that they need two-thirds of the people to vote in favor of a district; if three people go to a meeting and two vote in favor then it's passed. Warehouse Point can tax whatever they want; the last time they had a vote there were 29 people there and they were all firemen. Deputy First Selectman Dearborn doesn't see anything posted about their meetings; Selectman Bowsza suggested they post notices on the door of the firehouse. Selectman Hoffman felt if there is a vote on a town wide fire district it should be done by referendum rather than a Town Meeting. He felt people don't like to stand up and vote publicly at a Town Meeting; he would lobby for a referendum to recognize the privacy of the people voting.

First Selectman Maynard cited this is a public safety problem. The departments are having difficulty getting volunteers; both are funding part-time fire fighters presently. Broad Brook is looking for funding for paid fire fighters for Friday and Saturday nights. Selectman Hoffman cited past volunteer fire service in the family; there was a waiting list for inclusion as a volunteer. He agreed this is heading towards a paid fire department, like the Thompsonville section of Enfield. Bill Loos cited Hazardville is a paid department now as well. Selectman Hoffman suggested this is really about how to deal with all fire services in the future, and it should be the most cost effective way to do that.

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Paul Anderson, 89 Main Street: Mr. Anderson clarified that the Warehouse Point Fire District publishes their meetings as a local notice in the JI prior to their meetings.

Dick Pippin, 37 Woolam Road: Mr. Pippin referenced Selectman Hoffman's comment about a referendum; he suggested you won't have a choice. The District will do it and the Town won't have anything to say.

Bill Loos, Melrose Road: Mr. Loos indicated we've been through this once before. The District used to be just the center of Warehouse Point. Mr. Loos suggested get rid of the district and run it as a Town department; quit the duplication.

First Selectman Maynard questioned what the problem was with a town wide district? Mr. Pippin suggested the Town should have a Town department but it doesn't have to be a district. Once a district is formed they'll run their own budget. First Selectman Maynard felt the residents of the Town should be eligible to vote; Selectman Bowsza cited if it's in the charter. Mr. Pippin suggested researching how many towns in the State have districts vs. those that don't; towns are getting rid of districts.

Marie DeSousa, 10 Rice Road: Mrs. DeSousa recalled that the last time they had a meeting in Broad Brook there was a lot of people who did vote against it. Mrs. DeSousa cited she has a lot of respect for the first responders; training is much more involved now and equipment is much more expensive. Mrs. DeSousa cited she isn't saying one department is better than the other but she felt it will be better in the long run to have a paid department because it will provide consistency.

First Selectman Maynard recalled the history of the taxing for fire services.

SELECTMEN COMMENTS AND REPORTS/E. Robert Maynard:

First Selectman Maynard reported the Town has hired a new Town Planner; his name is Ruben Flores-Marzan. He met the Board prior to this meeting.

SIGNATURES FOR APPROVAL OF CHECK REGISTERS:

The Selectmen reviewed the registers presented and took appropriate action.

**EXECUTIVE SESSION/Pursuant to C.G.S. Sec. 1-200 (6-a), Sec. 1-210 (b-1) (b-4)
Employment, Litigation and Negotiations – Action is possible:**

MOTION: To GO INTO EXECUTIVE SESSION at 8:35 p.m. Attending the Executive Session were: First Selectman Maynard, Deputy First Selectman Dearborn, Selectman Bowsza, and Selectman Hoffman, and Peter Alberici.

Maynard moved/Hoffman seconded/**DISCUSSION:** None.

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VOTE: **In Favor:** **Unanimous (Maynard/Dearborn/Bowsza/Hoffman)**

LET THE RECORD SHOW the Recording Secretary left the Meeting.

The Board came out of Executive Session at 9:35 p.m.

ADJOURNMENT:

MOTION: To ADJOURN this Meeting at 9:35 p.m.

Hoffman moved/Maynard seconded/DISCUSSION: None

VOTE: **In Favor:** **Unanimous (Maynard/Dearborn/Bowsza/Hoffman)**

Respectfully submitted

Peg Hoffman, Recording Secretary, East Windsor Board of Selectmen



FFY 2018 STATE HOMELAND SECURITY GRANT PROGRAM Region 3 MEMORANDUM OF AGREEMENT



Data Sheet

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

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

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

Town Information:	
Person Completing Document:	Judith Tweedlie
Municipality Name:	TOWN OF EAST WINDSOR
Town CEO Name:	Robert Maynard
Town CEO Title (ie. Mayor):	First Selectman

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

Point of Contact Information:	
POC Name & Title:	Edward DeMarco, Jr. Emergency Management Director
Address:	25 School Street, East Windsor, CT 06088
Email:	demarcoe@eastwindsorpd.com
Phone:	(860) 292-8240
Fax:	(860) 292-8248



FFY 2018 STATE HOMELAND SECURITY GRANT
PROGRAM Region 3 MEMORANDUM OF AGREEMENT
CHECKLIST



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

1.

Instructions for: TOWN OF EAST WINDSOR

Received by: Judith Tweedlie

For the MOA:

- ☐ A municipal point of contact been identified in Part III, Section M.
- ☐ 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 2018 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 2018 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: Cheryl Assis, Capitol Region Council of Governments, 241 Main Street, Hartford, CT 06106

2.

Instructions for the Capitol Region Council of Governments

Received by: _____

Review and Signature

- ☐ The Chief Executive Officer has signed and dated the agreement.
- ☐ The Chief Executive Officer's name and title has been typed in the space provided.
- ☐ The Region 3 REPT Chair has signed and dated the agreement.
- ☐ The Region 3 REPT Chair's name has been typed in the space provided.
- ☐ All of the items listed on this checklist have been completed and are correct.

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

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2018 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

DUE DATE: Monday, January 7, 2019

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2018 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 3

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

A. Introduction

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

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF EAST WINDSOR, the Capitol Region Council of Governments (Fiduciary) and the Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2018 State Homeland Security Grant Program (SHSGP), Award No. EMW-2018-SS-00107. 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 Advisory Council, through its Homeland Security Working Group, has approved the allocation formula for grant funds available under the SHSGP;
4. DESPP/DEMHS is retaining pass-through funds from 2018 SHSGP in the total amount of \$1,460,4984 on behalf of local units of government, for the following seven regional set-aside projects designed to benefit the state's municipalities:
 - a. Regional Collaboration;
 - b. Connecticut Intelligence Center/Fusion Center;
 - c. CBRNE Detection and Response;
 - d. Metropolitan Medical Response System;
 - e. Citizen Corps. Program;
 - f. Medical Preparation and Response; and
 - g. Cyber Security
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 3 including TOWN OF EAST WINDSOR – has created, and established bylaws for, the Region 3 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 3.
6. TOWN OF EAST WINDSOR is eligible to participate in those Federal Fiscal Year 2018 SHSGP regional allocations made through the Region 3 REPT and not included in the set-aside projects, in the amount of \$357,659 (and an additional \$60,000 for the regional bomb squad) for Region 3 which will be made available to the jurisdictions in Region 3 in the manner recommended by the Region 3 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.

B. Purpose of Agreement

The SAA and TOWN OF EAST WINDSOR enter into Part I of this MOA authorizing the SAA to act as the agent of TOWN OF EAST WINDSOR and allowing the SAA to retain and administer grant funds provided under 2018 SHSGP for the seven regional set-aside projects listed above, and also for The Capitol Region Council of Governments to provide the financial and programmatic oversight described below.

C. SAA and TOWN OF EAST WINDSOR Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,460,498 in furtherance of the seven regional set-aside projects listed above.

TOWN OF EAST WINDSOR agrees to allow the SAA to provide financial and programmatic oversight of the \$1,460,498 for the purpose of supporting the allocations and uses of funds under the

2018 SHSGP consistent with the 2018 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. TOWN OF EAST WINDSOR 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. Capitol Region Council of Governments & TOWN OF EAST WINDSOR Responsibilities.

TOWN OF EAST WINDSOR also agrees to allow the Capitol Region Council of Governments to provide financial and programmatic oversight of the Federal Fiscal Year 2018 regional allocation not included in the seven regional set-aside projects in the amount of \$357,659 (an additional \$60,000 for the regional bomb squad) targeted to member municipalities in DEMHS Region 3 and recommended through the Region 3 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 3 REPT and DEMHS.

II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS

A. Introduction

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

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF EAST WINDSOR, the Capitol Region Council of Governments (Fiduciary), and the DEMHS Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. TOWN OF EAST WINDSOR has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of TOWN OF EAST WINDSOR, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
4. The parties also agree that TOWN OF EAST WINDSOR may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2018 grant funds, as approved by the Region 3 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 3 REPT.
5. The Region 3 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. The Capitol Region Council of Governments (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 3 for Federal Fiscal Year 2018.

B. Purpose.

DESPP/DEMHS, the Region 3 REPT, Capitol Region Council of Governments (Fiduciary), and TOWN OF EAST WINDSOR enter into Part II of this MOA regarding asset(s) for which TOWN OF EAST WINDSOR agrees to be the custodial owner, and which are described in the approved 2018 Subgrant Application and will be added to this MOA as Appendix A.

C. Agreements and Responsibilities of the Parties.

1. Definitions.

As used in this MOA:

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

2. Responsibilities of DESPP/DEMHS and Capitol Region Council of Governments (Fiduciary)

In its role as SAA, DESPP/DEMHS will subgrant funds to Capitol Region Council of Governments which, as the Region 3 Fiscal Agent, will procure the asset(s) listed in their approved Subgrant Application (which will be added to Appendix A).

3. Appendix A.

The parties agree that decisions regarding the placement of regional assets in TOWN OF EAST WINDSOR may be made after the execution of this agreement and that Appendix A shall be completed accordingly. TOWN OF EAST WINDSOR 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 3 REPT, and the Chief Executive Officer, or his/her designee, of TOWN OF EAST WINDSOR.

4. Responsibilities of Custodial Owner

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

- a. To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
- b. To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of TOWN OF EAST WINDSOR's municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
- c. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DESPP/DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DESPP/DEMHS;
- d. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
- e. To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DESPP/DEMHS as requested;
- f. To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DESPP/DEMHS as requested.
- g. To maintain all necessary insurance regarding the asset(s) and their use;
- h. To cooperate with any state or federal audit of the asset(s) and/or their use;
- i. To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
- j. That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
- k. That all maintenance and operations of the asset(s) by TOWN OF EAST WINDSOR shall conform to the manufacturer's recommendations. If appropriate, TOWN OF EAST WINDSOR shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of TOWN OF EAST WINDSOR 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 3 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), TOWN OF EAST WINDSOR is furthering regional collaboration and mutual aid on behalf of all of the members of Region 3.

6. Assignment of Asset(s).

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

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

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

B. Authority to Enter Agreement.

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

C. Duration of Agreement.

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

D. Amendment of the Agreement.

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

E. Litigation.

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

F. State Liability.

The Parties agree to indemnify and hold harmless the State of Connecticut with regard to the activities described within this MOA, and recognize that the State does not waive its right to sovereign immunity with regard to any provision of this MOA. The State of Connecticut assumes no liability for funding under the terms of this MOA until TOWN OF EAST WINDSOR, through the Region 3 REPT, is notified by the SAA that this MOA has been approved and executed by DEMHS and by any other applicable state agency.

G. Confidential Information

a. Confidential Information: Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DESPP/DEMHS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

b. Confidential Information Breach: Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

H. Audit Compliance.

If TOWN OF EAST WINDSOR through the Region 3 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then TOWN OF EAST WINDSOR must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut Statutes §7-396a and 396b, and the State Single Audit Act § 4-230 through 236 inclusive, and the regulations promulgated thereunder.

TOWN OF EAST WINDSOR 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.

I. Lobbying, Debarment, and Suspension.

TOWN OF EAST WINDSOR 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.

J. Executive Orders.

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree and abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. TOWN OF EAST WINDSOR 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. This contract may also be subject to Executive Order No. 14 and Executive Order No. 49. Executive Order of Governor M. Jodi Rell, promulgated April 17, 2016, concerning procurement of cleaning products and services. Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions.

K. 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.

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

1. The Town agrees/warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
2. The Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract or understanding and each vendor with which such Town has a contract or understanding and each vendor with which such Town or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Town's commitments under this section, and to post

copies of the 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.

M. Points of Contact.

1. The Point of Contact for the SAA	
Name & Title: Deputy Commissioner William J. Hackett	
Address: 1111 Country Club Road, Middletown, CT 06457	
Emails: william.j.hackett@ct.gov and rita.stewart@ct.gov	Phone: 860-685-8531 Fax: 860-685-8902
2. The Point of Contact for TOWN OF EAST WINDSOR (Please fill in the following fields)	
Name & Title: Edward DeMarco, Jr. Emergency Management Director	
Address: 25 School Street, East Windsor, CT 06088	
Email Address: demarcoe@eastwindsorpd.com	Phone: (860) 292-8240 Fax: (860) 292-8248

N. Other provisions.

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or TOWN OF EAST WINDSOR. 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 EAST WINDSOR

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

CAPITOL REGION COUNCIL OF GOVERNMENTS

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

MOA THE Region 3 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**

Date:

By:

William J. Hackett
Duly Authorized

AUTHORIZING RESOLUTION OF THE

Insert Name Of Governing Body -- For Example, Town Council

CERTIFICATION:

I, Record Keeper Name, the Record Keeper Title of Name of Governing Body, do hereby certify that the following is a true and correct copy of a resolution adopted by Name of Governing Body at its duly called and held meeting on Month and Day, Year, 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 Name of Governing Body may enter into with and deliver to the State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Name of Officer, as Title of Officer of Name of Governing Body, is authorized and directed to execute and deliver any and all documents on behalf of the Name of Governing Body 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 Name of Officer now holds the office of Title of Officer and that he/she has held that office since Month, Day, and Year.

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

Name and Title of Record Keeper

PLACE
SEAL HERE
(or "L.S." if
no seal)