

FINANCE DEPARTMENT

Memo

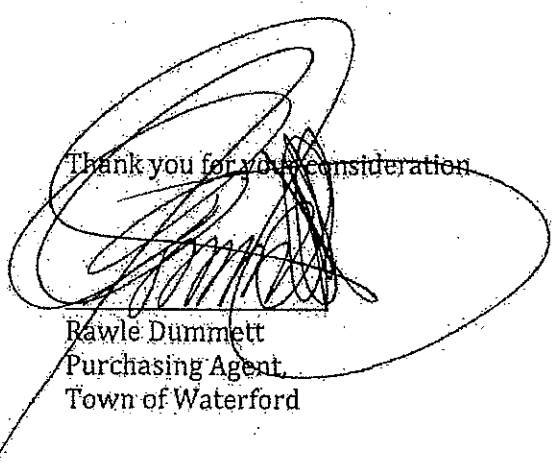
To: The Board of Selectmen
From: Rawle Dummett
Date: December 28, 2021
Re: Disposal of aged assets

Dear Mr. Brule:

The Purchasing Agent, on behalf of the IT Committee, respectfully seeks the Board's approval to dispose of the following assets in accordance with the Town Property Ordinance, Chapter 2.112.020. These items are obsolete, have no asset identification and have outlived their usefulness to the Town.

See list attached;

Thank you for your consideration



Rawle Dummett
Purchasing Agent
Town of Waterford

PROPOSED SURPLUS EQUIPMENT

12/15/24

Equipment Type	Make	Model	Serial #	From User / Location	To User / Location	Notes	Asset Tag
Desktop	HP	Z230	2UA4271H4C	WPL-KMACLEOD	Disposal	Old Computer	
Desktop	HP	Z230	2UA4271H46	WPL-04	Disposal	Old Computer	
Desktop	HP	Z230	2UA4271H47	WPL-09	Disposal	Old Computer	
Desktop	HP	Z230	2UA4271H49	WPL-03	Disposal	Old Computer	
Desktop	HP	Z230	2UA4271H45	WPL-08	Disposal	Old Computer	
Printer	HP	Laserjet	CNCG4N1FY	WPL Tech Services	Disposal	Old Printer	
Desktop	HP	Z230	2UA4271H43	WPL-10	Disposal	Old Computer	
Desktop	HP	Z230	2UA4310QL6	WPL-07	Disposal	Old Computer	
Desktop	HP	Z230	2UAS401LNV	WPL-JSMITH	Disposal	Old Computer	
Printer	HP	Laserjet P4014	JPDF043778	MC-WUJC-Reception	Disposal	Old Printer	
Printer	HP	Laserjet 5	JPKE032101	CC-ANOLAN	Disposal	Old Printer	
Desktop	HP	Z230	2UA4400YRT	CC-ANOLAN	Disposal	Old Computer	
Printer	HP	Laserjet 1100	USHP040580	CC-KSULLIVAN	Disposal	Old Printer	
Printer	HP	Laserjet 4050	USQC023860	CC Front Desk	Disposal	Old Printer	
Tape Backup	Dell	PowerVault 110T	YN111B009832	IT Stock	Disposal	Broken	1452
Tape Backup	HP	StorageWorks Ultrium	HU1313V5G6	Muni	Disposal	Broken	101226
Desktop	HP	Z230	2UAS401LNS	TH Dave Campo	Disposal	Old Computer	
Desktop	HP	Z230	2UAS401LNP	TH Mary Thompson	Disposal	Old Computer	
Desktop	HP	Z230	2UAS401LNV	TH Darleen Celotto	Disposal	Old Computer	

Quantity 10

Monitors Various

TOWN OF WATERFORD TRANSFER REQUEST FORM

Out of Series Transfer Request

HUMAN RESOURCES
DEPARTMENT

2nd Quarter

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Available Budget	ACCOUNT INCREASE	ACCOUNT DECREASE	REVISED Available Budget
1	10145	51110	ADMINISTRATION	125,548	110,815.69		(67,546)	43,269.69
2	10145	51210	CLERICAL AND TECHNICAL	60,639	4,016.05	29,694		33,710
3	10145	52030	PROFESSIONAL FEES	54,000	0.00	37,852		37,852
4								0
5								0
6								0
7								0
8								0
9								0
10								0
								0
								0
					TOTAL	67,546	(67,546)	

Explanation

Interim HR Director and HR Administrative Asst Salaries were both charged to Line 51210 from July through December 2021. Interim HR Director was named permanent HR Director and the remaining 25 weeks will be charged to line 51110. There will be a surplus in Line 51110 - \$29,964 needs to be moved to Line 51210 to cover the remaining 25 weeks of the Admin Asst salary and \$37,852 needs to be moved to Line 52030 to cover increased legal fees due to labor attorney working with the Interim HR Director and legal fees associated with collective bargaining negotiations for expiring union contracts.

Christine Walters
Department Head

12/29/2021
Date

Kim Allen
Director of Finance

12/29/2021
Date

First Selectman

Date

Commission/Board Approval

Date

12/29/2021 10:48
kallen

Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

P 1
glycbrud



FOR 2022 13

ACCOUNTS FOR: 101 GENERAL FUND
ORIGINAL APPROP

TRANS/ADJUSTS

REVISED BUDGET

YTD EXPENDED

ENCUMBRANCES

AVAILABLE BUDGET

% USED

10145 HUMAN RESOURCES

10145 51110	ADMINISTRATION	125,548.00	124,848.00	14,032.31	0.00	110,815.69	11.2%
10145 51210	CLERICAL AND TECHNICAL	60,639.00	60,639.00	56,622.95	0.00	4,016.05	93.4%
10145 51810	OVERTIME	0.00	0.00	0.00	0.00	0.00	.0%
10145 51910	FRINGE BENEFITS	0.00	0.00	0.00	0.00	0.00	.0%
10145 51920	P.I.C.A.	0.00	0.00	0.00	0.00	0.00	.0%
10145 52010	ADVERTISING	14,243.00	14,243.00	5,116.92	0.00	9,126.08	35.9%
10145 52020	POSTAGE	4,000.00	4,000.00	1,166.00	0.00	2,834.00	29.2%
10145 52030	PROFESSIONAL FEES	832.00	832.00	282.79	0.00	549.21	34.0%
10145 52040	SERVICE CONT AND REPAIRS	54,000.00	54,000.00	34,301.97	19,698.03	0.00	100.0%
10145 52050	DUES, CONFERENCES & EDUCATION	1,710.00	1,710.00	531.64	602.13	576.23	66.3%
10145 52070	REIMBURSABLE EXPENSES	1,201.00	1,201.00	0.00	0.00	1,201.00	.0%
10145 52080	TELEPHONE	150.00	150.00	0.00	0.00	150.00	.0%
10145 52300	TRAINING	0.00	700.00	202.99	0.00	497.01	29.0%
10145 52570	EMPLOYEE ASSISTANCE PROGRAM	500.00	500.00	0.00	0.00	500.00	.0%
10145 53020	OTHER SUPPLIES	1,991.00	1,991.00	1,991.00	0.00	0.00	100.0%
10145 53140	VACCINE AND SUPPLIES	650.00	650.00	0.00	0.00	650.00	.0%
10145 54010	OFFICE FURNITURE	200.00	200.00	0.00	0.00	200.00	.0%
		0.00	0.00	0.00	0.00	0.00	.0%
TOTAL HUMAN RESOURCES		265,664.00	265,664.00	114,248.57	20,300.16	131,115.27	50.6%
TOTAL GENERAL FUND		265,664.00	265,664.00	114,248.57	20,300.16	131,115.27	50.6%
TOTAL EXPENSES		265,664.00	265,664.00	114,248.57	20,300.16	131,115.27	

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

December 29, 2021

Board of Selectmen
Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

Re: FY22 Project Appropriation Request

On behalf of the Waterford IT Committee, I respectfully request an appropriation in the amount of \$5,380 from Capital and Non-recurring designated line 20507-57790 - Line Description (Wi-Fi Town-Wide Wiring).

Laying the conduit is the first step in the approved project. A quote for the work is attached for your review.

Regards,

Kimberly Allen
Director of Finance

C: Jeff Robillard, IT Manager

Attachment (D/E/F Quote)



D/E/F Services Group, Ltd

1171 Voluntown Rd., Griswold, CT 06351

(860) 376 - 4896, Fax (860) 376 - 1213

(AA/EOE)

"The Value of One"

December 15, 2021

Low Voltage

SUBJECT: Town of Waterford Conduit Run At Waterford PD.

D/E/F Services Group, Ltd is proud to present the following proposal to Town of Waterford for labor and material to install 4 inch PVC conduit in provided trench.

Project Scope

- D/E/F will work with Waterford Dept. Of Public Works to install 4" PVC conduit run from the existing manhole/handhole on the Eastern edge of the parking lot (near the skate park) to the Eastern wall of the Police Dept. (outside The Chief's Office)
 - Conduit be run up the exterior wall and will end in the attic
- Trench to be provided by WDPW and D/E/F will work with them to install the conduit
- D/E/F will install PVC Pipe in the hand hole
 - The current condition of the hand hole is not the responsibility of D/E/F and prior to installing the PVC conduit, D/E/F Services Group highly recommends that any structural issues are resolved
- D/E/F to provide metallic burial tape to be installed during the back filling of the trench

Labor Cost: \$1,024.00 for 16 Manhours at \$64.00

Material Cost: \$2,904.00 for material (after a 10% markup is added)

Total Cost: 3,928.00

Cost for additional 4" conduit: \$3,619.00

Cost for additional 2" conduit: \$1,450.90

Statement of Clarifications and Exclusions:

- Bid Bond, Performance and Payment Bonds are **excluded**
- Installation of additional grounding methods/means is **excluded**
- Any and all utility fees and/or usage charges for power is **excluded**
- Dumpster, trash / debris removal from site is **excluded**
- Saw-cut slab and Patch to Match is **excluded**
- Any and all site work outside of scope is **excluded**
- Overtime / additional time caused by delays due to other trades or schedule acceleration is **excluded**
- Additional work requested by customer will be performed on a **Time & Material** basis with labor at current service rate (\$85.00/hour at standard rates and \$150.00/hour at prevailing wage rates) and material at cost plus 20% with all applicable taxes and fees.
- This proposal is contingent upon a complete scope review between the authorized personnel and D/E/F Services to ensure over-all project intent.

Commercial Clarifications:

1. For projects with an estimated completion time of **forty-five (45) days or less**, a down payment of 1/3 of the contract total is due upon contract signing. Another payment of 1/3 of the contract total is due upon completion of rough-in inspection. The remainder of the contract is to be paid out upon completion of work.
2. For projects with an estimated completion time **over forty-five (45) days**, project billing will be monthly or as a project section or unit is completed and payment is required no more than **net thirty (30) days**.
3. Paid when paid will not be an acceptable contract option.
4. Retention will not be more than 30 days / 90 days upon project substantial completion @ 7.5%
5. This proposal is valid for a period of thirty (30) days.
6. State of Connecticut sales tax is **excluded** in this proposal

7. Fee for required permits has been **excluded**
8. All work to be performed 7:00 AM to 3:30 PM Monday through Friday, excluding holidays and overtime.

Warrants:

All work is warranted for a period of one year from substantial completion.

Schedule:

D/E/F Services Group could be on site and prepared to start installation within (15) days after receipt of a purchase order or notice to proceed.

If you have any questions regarding this proposal, please do not hesitate to call us.

Please sign and return this proposal (below) if this proposal is acceptable and you would like begin coordination to proceed.

Regards,

David Hatch
Low Voltage Project Manager
DHatch@DEFsg.com
Direct # (860) 213-0081

D/E/F SERVICES GROUP:

By: _____
Name: _____
Title: _____
Date: _____

CUSTOMER:

By: _____
Name: _____
Title: _____
Date: _____

Purchase
order: _____

To initiate order please

1. Fax back to 860.376-1213, or
2. Email copy to dhtach@defwiring.com

TOWN OF WATERFORD TRANSFER REQUEST FORM

In Series (Over \$1000)

Public Works
DEPARTMENT

2nd Quarter - FY22

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Budget Amount	Budget Transfer INCREASE	Budget Transfer DECREASE	REVISED Budget Amount
1	10130	51520	Highway Maintenance	1,038,247	587,539		(45,000)	632,539
2	10130	51530	Refuse Collection	309,828	98,643	45,000		143,643
3								-
4	10130	52040	Service, Contracts & Repairs	60,000	24,107		(2,000)	26,107
5	10130	52050	Dues, Conf & Education	1,657	(1,321)	2,000		679
8								-
9	10130	53300	Highway Materials	225,000	126,168		(5,000)	131,168
10	10130	53030	Operational Supplies	17,000	189	5,000		5,189
TOTAL						52,000	(52,000)	

Explanation:

#1 Refuse Collection and Disposal is comprised of curbside collection and disposal and the operation of the Transfer Station. Personnel from the Highway Division are assigned to the Transfer Station on a regular basis. Highway Division personnel backfill collection route drivers when they are on leave. We had a full time refuse driver retire.

#2 OSHA violations required the Town to do training that wasn't scheduled. Also, the Assistant Director's certifications were pushed off due to COVID, so multiple certifications are happening this current fiscal year.

#3 Prices have increased in every aspect of Public Works - supplies has been impacted.

Gary Schneider
Department Head

1/7/22
Date

Kim Allen
Director of Finance

1/7/22
Date

First Selectman

Date

Commission/Board Approval

Date



FOR 2022 13

ACCOUNTS FOR: 101 GENERAL FUND		TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
ORIGINAL APPROP							
10130 PUBLIC WORKS							
10130 51110	ADMINISTRATION	0.00	320,501.00	168,542.53	0.00	151,958.47	52.6%
10130 51130	ENGINEERING	0.00	5,558.00	0.00	0.00	5,558.00	.0%
10130 51210	CLERICAL AND TECHNICAL	0.00	149,076.00	76,141.19	0.00	72,934.81	51.1%
10130 51450	EXTRA DUTY	0.00	0.00	0.00	0.00	0.00	.0%
10130 51451	EXTRA DUTY REGULAR WAGES	0.00	0.00	0.00	0.00	0.00	.0%
10130 51510	EQUIPMENT MAINTENANCE	0.00	358,379.00	175,191.96	0.00	183,187.04	48.9%
10130 51520	HIGHWAY MAINTENANCE	0.00	1,001,247.00	413,708.40	0.00	587,538.60	41.3%
10130 51530	REFUSE COLL. & DISPOSAL	37,000.00	346,828.00	248,184.97	0.00	98,643.03	71.6%
10130 51540	SNOW REMOVAL	0.00	70,000.00	8,802.48	0.00	61,197.52	12.6%
10130 51810	OVERTIME	0.00	52,000.00	47,912.78	0.00	4,087.22	92.1%
10130 51910	FRINGE BENEFITS	0.00	2,355.00	7,784.80	2,070.23	2,499.97	79.8%
10130 51920	F.I.C.A.	0.00	177,171.00	81,306.72	0.00	95,864.28	45.9%
10130 52010	ADVERTISING	0.00	0.00	0.00	0.00	0.00	.0%
10130 52020	POSTAGE	0.00	440.00	156.35	0.00	283.65	35.5%
10130 52030	PROFESSIONAL FEES	0.00	90,000.00	58,313.48	31,249.81	436.71	99.5%
10130 52040	SERVICE CONT. AND REPAIRS	0.00	60,000.00	16,977.02	19,205.04	23,817.94	60.3%
10130 52050	DUES, CONFERENCES & EDUCATION	0.00	1,657.00	2,978.00	0.00	-1,321.00	179.7%*
10130 52060	PRINTING	0.00	100.00	0.00	0.00	100.00	.0%
10130 52070	REIMBURSABLE EXPENSES	0.00	50.00	0.00	0.00	50.00	.0%
10130 52090	FUEL OIL	0.00	0.00	0.00	0.00	0.00	.0%



FOR 2022 13

ACCOUNTS FOR: 101 GENERAL FUND	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
10130 52100	ELECTRICITY	0.00	0.00	0.00	0.00	0.00	.0%
10130 52110	WATER	0.00	0.00	0.00	0.00	0.00	.0%
10130 52400	NEAL ALLOWANCE	0.00	2,223.00	342.99	0.00	1,880.01	15.4%
10130 52410	STREET TREE MAINTENANCE	0.00	330.00	0.00	0.00	330.00	.0%
10130 52450	SITE WORK	0.00	1,210.00	571.68	0.00	638.32	47.2%
10130 52460	STREET LIGHTING	0.00	110,000.00	37,391.99	0.00	72,608.01	34.0%
10130 52470	SOLID WASTE DISPOSAL	0.00	870,000.00	414,654.48	454,058.20	1,287.32	99.9%
10130 52475	RECYCLING PROGRAM	0.00	250.00	0.00	0.00	250.00	.0%
10130 52500	OPTIONS AND RIGHTS OF WAY	0.00	1,000.00	0.00	0.00	1,000.00	.0%
10130 52510	RENTAL OF EQUIPMENT	0.00	24,000.00	23,023.00	0.00	977.00	95.9%
10130 52531	LANDFILL CAP MAINTENANCE	0.00	23,800.00	4,650.00	19,100.00	50.00	99.8%
10130 53010	OFFICE SUPPLIES	0.00	325.00	111.87	0.00	213.13	34.4%
10130 53030	OPERATIONAL SUPPLIES	0.00	17,000.00	11,059.54	5,845.06	95.40	99.4%
10130 53050	ENGINEERING EQUIP.&SUPPLIES	0.00	300.00	205.91	0.00	94.09	68.6%
10130 53070	AUTO REPAIRS	65,000.00	215,000.00	109,016.82	55,842.91	50,140.27	76.7%
10130 53090	FUELS AND LUBRICANTS	0.00	180,000.00	53,058.03	0.00	126,941.97	29.5%
10130 53100	TIRES	0.00	35,000.00	13,720.71	2,409.29	18,870.00	46.1%
10130 53240	REFUSE DISPOSAL MATERIALS	0.00	0.00	0.00	0.00	0.00	.0%
10130 53250	TRAFFIC CONTROL MATERIALS	0.00	30,000.00	955.26	3,553.72	25,491.02	15.0%
10130 53300	HIGHWAY MATERIALS	65,000.00	160,000.00	24,894.40	8,937.59	126,168.01	21.1%
10130 54050	AUTOMOTIVE EQUIPMENT	0.00	71,656.00	18,565.78	52,000.42	1,089.80	98.5%
10130 54060	OFFICE EQUIPMENT	0.00	1,500.00	929.00	0.00	571.00	61.9%



FOR 2022 13

ACCOUNTS FOR: 101 GENERAL FUND
ORIGINAL APPROP

	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
10130 55010	TOWN AID ROADS IMPROVED 0.00	320,698.00	20,914.03	176,000.00	123,783.97	61.4%
	320,698.00					
TOTAL PUBLIC WORKS	0.00	4,709,654.00	2,040,066.17	830,272.27	1,839,315.56	60.9%
TOTAL GENERAL FUND	0.00	4,709,654.00	2,040,066.17	830,272.27	1,839,315.56	60.9%
TOTAL EXPENSES	0.00	4,709,654.00	2,040,066.17	830,272.27	1,839,315.56	



FOR 2022 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
4,709,654.00	0.00	4,709,654.00	2,040,066.17	830,272.27	1,839,315.56	60.9%

GRAND TOTAL

** END OF REPORT - Generated by Kimberly Allen **



Town of Waterford
Director of Fire Services

204 Boston Post Road
Waterford, CT 06385

January, 7, 2021

First Selectman Rob Brule

15 Rope Ferry Road

Waterford, CT 06385

Re: request funds be moved from designated to appropriated
(Carpet Replacement)

On behalf of the Waterford Fire Services, I would like to request that \$30,000, for Fire Services building line 20523-57836 carpet replacement, be moved from designated to appropriated. This project is currently with the purchasing department with a bid process. Fire services is currently getting quotes on the Asbestos/Abatement that will be needed for this project as testing of materials has shown asbestos is present.

Director of Fire Services

Michael J. Howley

CC: Kim Allen, Director of Finance

MUTUAL AID AGREEMENT
BETWEEN

DEPARTMENT OF THE NAVY
COMMANDER, NAVY REGION MID-ATLANTIC
OPERATIONS AND PUBLIC SAFETY
1510 GILBERT STREET
NORFOLK, VA 23511

AND

TOWN OF WATERFORD
15 ROPE FERRY ROAD
WATERFORD, CT 06385

OPERATING AGREEMENT FOR THE PROVISION of FIREFIGHTING ASSISTANCE

THIS MUTUAL AID AGREEMENT (hereinafter, the "Agreement") is made and entered into by and between Commander, Navy Region Mid-Atlantic (hereinafter, "Navy"), and the Town of Waterford, CONNECTICUT, for firefighting assistance (hereinafter, "Town of Waterford ").

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the response and mitigation of emergency incidents occurring within areas under their respective jurisdictions, and

WHEREAS, the Parties hereto desire to prevent the loss of life and property by providing mutual emergency response capabilities that available in their respective jurisdictions, and

WHEREAS, the lands or districts comprising the respective jurisdictions of the Parties are adjacent or contiguous to one another such that the rendering of mutual assistance between the Parties in response to an emergency incident is feasible, and

WHEREAS, it is the policy of the Department of the Navy and Commander Navy Region Mid-Atlantic, to enter into Mutual Aid Agreements (MAA) with non-Federal Fire Departments and other agencies and entities located in the vicinity of a Naval installation, whenever practicable, and

WHEREAS, the Parties have mutually concluded that it is desirable, practicable, and beneficial for the Parties to enter into this Agreement to memorialize their willingness and ability to render assistance to one another, in order to prevent the loss of life and property within the civilian community and the Submarine Base NLON, and other outlying installations and facilities.

NOW, THEREFORE, BE IT AGREED THAT:

1. Pursuant to 42 U.S.C. §1856a, DODI 6055.06, and OPNAVINST 11320.23G, the Parties enter into a Mutual Aid Agreement (MAA) to provide personnel and equipment required for the protection of life and property from fire; emergency response services including emergency medical services, hazardous material response, and technical rescue events; and other emergencies within the scope of services provided by each department.
2. The senior officer of a Fire Department belonging to a Party to this Agreement, or the senior officer of such Fire Department actually present at an emergency scene, may request assistance under the terms of this Agreement from the other Party's Fire Department, whenever he/she deems it necessary to make such a request.
3. *The requesting and rendering of assistance from one Party to the other under the terms of this Agreement shall be accomplished in accordance with detailed operational plans and procedures, which shall be developed by each of the Parties. The technical heads of each Party's Fire Department shall work together to implement such plans and procedures in a manner compatible with the operational authorities of each. In the absence of more specific procedures, the Parties will generally proceed as follows:*
 - a. The senior officer on duty of the Party receiving a request for assistance shall take the following actions:
 - (1) Immediately determine if the requested apparatus and personnel are available to respond to the call for assistance.
 - (2) In accordance with the terms of this Agreement, forthwith dispatch such apparatus and personnel, along with instructions as to their mission, use and deployment, in quantities and amounts as in the judgment of the senior officer receiving the call can be provided to the requesting Party without jeopardizing the mission of the Party providing such resources.
 - b. The senior officer of the Party requesting assistance shall normally assume full *charge of the operations at the scene of the fire or other emergency*. However, under procedures agreed to by the technical heads of the Parties involved, a senior officer of the Party furnishing the assistance may assume responsibility for the coordination of the overall operations at the scene of the fire or other emergency.
 - c. The Parties Agree to the use of each entities radio bandwidths assigned to them by the Federal Communications Commission (FCC) for interoperability functions during mutual aid assistance and training.
4. The rendering of assistance under the terms of this Agreement shall not be mandatory.
 - a. The Party receiving a request for assistance shall endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if

assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

- b. Neither Party shall hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire suppression and other emergency incident response needed within their own jurisdictions.
5. As required by Federal law as a condition precedent to entering into this Agreement, the Parties hereby waive all claims against the other Party for compensation of any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.
6. Independent of, and in addition to, any provisions of this Agreement, Submarine Base NLON is(are) authorized and has the discretion to render disaster relief or emergency assistance to preserve life and property in the vicinity of a DoD installation, when in the opinion of the installation commander, the assistance is in the best interest of the United States. 42 U.S.C. §§ 5121-5206; DoD 3025.1-M.

TRAINING:

1. Whenever either Party hosts fire protection training ("Host Department") it may, to the maximum extent practicable and subject to its sole discretion, offer to provide the same training to members of the other Party ("Guest Department").
2. The Host Department will not charge the Guest Department for any training provided under the terms of this Agreement, unless it is a cost that cannot be covered by the Host Department such as, cost per student or cost of a certificate.
3. The Guest Department will be solely responsible for the payment of any and all costs necessary for their personnel to attend any training provided by the Host Department including, but not limited to, lodging, meals and travel.
4. This Agreement is entered into voluntarily by both Parties. Specific training will be provided in reference to specific aircraft, airport familiarization, as well as FAA required training.
5. The Guest Department is responsible for ensuring that its members observe all training rules, regulations, and guidelines provided by the Host Department. Neither Party shall hold the other Party liable or at fault for damage or injury incurred during joint training activities.
6. The Host Department reserves the right to deny training to any member who does not meet the prerequisites necessary to attend the training under the terms of this Agreement.

EXECUTION OF THIS AGREEMENT:

This Agreement shall become effective upon the date of the last signature to this Agreement below, and shall remain in full force and effect no more than six years from the effective date or until cancelled by mutual agreement of the Parties, or upon the provision of at least sixty (60) days advance written notice from either Party desiring to terminate this Agreement. Upon becoming effective, this Agreement shall supersede all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this to the agreement on the respective dates under each signature. The Town of Waterford, CONNECTICUT through its governing body, Board of Selectmen, signing by and through its FIRST SELECTMAN authorized to execute same by Governing Body action and the Department of Navy signing by and through the Regional Commander, for Commander Navy Region Mid-Atlantic duly authorized to execute same.

ROBERT J. BRULE
First Selectman
Town of Waterford, Connecticut

Date _____

M. G. ASHLIMAN, JR.
Captain, USN
Director, Operations and Public Safety

Date _____



**FFY 2021 STATE HOMELAND SECURITY GRANT
PROGRAM Region 4 MEMORANDUM OF
AGREEMENT
Data Sheet**



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

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

Step 2- After populating the document, obtain the correct signatures as outlined by the completion checklist on the following page. Digital and /or scanned signatures can be used, no hardcopy/original signatures are required.

Town Information:



Person Completing Document:	
Municipality Name:	
Town CEO Name:	
Town CEO Title (ie, Mayor):	

*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:	
Address:	
Email:	
Phone:	
Fax:	

**FFY 2021 STATE HOMELAND SECURITY GRANT PROGRAM
Region 4 MEMORANDUM OF AGREEMENT CHECKLIST**

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

1.**Instructions for:**

Received by: _____

For the MOA:

- ☐ A municipal point of contact been identified (p. 1 and 10).
- ☐ 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 a resolution.

If the information on a blanket resolution signed in a prior year is still valid, the town clerk can verify the accuracy, sign and seal the resolution. In order for a raised seal to be visible in a scan, please rub a pencil over the seal. If a Blanket Resolution is not used, the resolution must reference the FFY 2021 Homeland Security Grant Program. No other resolutions shall 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 2021 HSGP funds by the REPT. (Sample attached, the Fiduciary will complete this form for custodial owners of equipment purchased under the FY 2021 Homeland Security Grant Program)

Once complete, e-mail (no hard copies need to be sent) the complete MOA package (MOA and resolution) to: James Butler, Executive Director, SECCOG, Region 4 Fiduciary: jbutler@seccog.org

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

Received by: _____

Review and Signature

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

Submit completed MOAs and resolutions to your DESPP/DEMHS Program Manager by email on a quarterly basis.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2021 HSGP funds by the REPT. (Sample attached, Fiduciary will complete for custodial owners of equipment purchased under the FY 2021 Homeland Security Grant Program)

DUE DATE:

**Send to Regional Fiduciary on or before
December 15, 2021**

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2021 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 4

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

A. Introduction

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

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of _____, Southeastern CT Council of Governments (SECCOG) (Fiduciary) and the Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2021 State Homeland Security Grant Program (SHSGP), Award No. EMW-2021-SS-00086. 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 2021 SHSGP in the total amount of \$1,725,204.20 on behalf of local units of government, for the following nine regional set-aside projects designed to benefit the state's municipalities:
 - 1) Regional Collaboration; 2) Enhancing Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS (National Priority Project); 3) Addressing Emergent Threats (National Priority Project); 4) Capitol Region Metropolitan Medical Response System -MMRs; 5) Medical Preparation and Response; 6) Citizen Corps. Program; 7) Enhancing Cybersecurity (National Priority Project); 8) Enhancing the Protection of Soft Targets/Crowded Places - allocation included in regional allocations- (National Priority Project); and, 9) Combatting Domestic Violent Extremism (National Priority Project).
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 4 including _____ – has created, and established bylaws for, the Region 4 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 4
6. _____ is eligible to participate in those Federal Fiscal Year 2021 SHSGP regional allocations made through the Region 4 REPT and not included in the set-aside projects (unless otherwise noted), in the amount of \$385,306.80 for Region 4 REPT which will be made available to the jurisdictions in Region 4 in the manner recommended by the Region 4 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.

B. Purpose of Agreement

The SAA and _____ enter into Part I of this MOA authorizing the SAA to act as the agent of _____ and allowing the SAA to retain and administer grant funds provided under 2021 SHSGP for the nine regional set-aside projects listed above, and also for SECCOG to provide the financial and programmatic oversight described below.

C. SAA and _____ Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,725,204.20 in furtherance of the nine regional set-aside projects listed above.

_____ agrees to allow the SAA to provide financial and programmatic oversight of the \$1,725,204.20 for the purpose of supporting the allocations and uses of funds under the

2021 SHSGP consistent with the 2021 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. _____ agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the nine regional set-aside projects listed above.

D. SECCOG and _____ Responsibilities

_____ also agrees to allow SECCOG to provide financial and programmatic oversight of the Federal Fiscal Year 2021 regional allocation in the amount of \$385,306.80 targeted to member municipalities in DEMHS Region 1 and recommended through the Region 1 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 1 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 _____, the SECCOG (Fiduciary), and the DEMHS Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. _____ has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of _____, 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 _____ may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2021 grant funds, as approved by the Region 4 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 4 REPT.
5. The Region 4 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. SECCOG (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 4 for Federal Fiscal Year 2021;

B. Purpose.

DESPP/DEMHS, the Region 4 REPT, SECCOG (Fiduciary), and _____, enter into Part II of this MOA regarding asset(s) for which _____ agrees to be the custodial owner, and which are described in the approved 2021 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 SECCOG (Fiduciary)

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

3. Appendix A.

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

4. Responsibilities of Custodial Owner

_____ 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, _____ 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 _____'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 _____ shall conform to the manufacturer's recommendations. If appropriate, _____ shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of _____ performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

5. Responsibilities of the REPT.

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

6. Assignment of Asset(s).

If _____ 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 _____ 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 _____ 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 _____, through the Region 4 REPT, is notified by the SAA that this MOA has been approved and executed by DEMHS and by any other applicable state agency.

G. 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 _____ through the Region 4 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then _____ 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.

_____ 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.

_____ 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. _____ 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 Regina Y. Rush-Kittle	
Address: 1111 Country Club Road, Middletown, CT 06457	
Email: regina.rush-kittle@ct.gov	Phone: 860-685-8531
	Fax: 860-685-8902
2. The Point of Contact for _____ (Please fill in the following fields)	
Name & Title:	
Address:	
Email Address:	Phone:
	Fax:

M. Other provisions.

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or _____. 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 _____

By: _____ Date: _____
 Its Chief Executive Officer
 Duly Authorized
 Typed Name &
 Title: _____

The Southeastern CT Council of Governments (SECCOG)

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

THE REGION 4 REGIONAL EMERGENCY PLANNING TEAM

By: _____
Its Chair
Duly Authorized
Typed Name: _____

Date: _____

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

Date: _____

By: _____
Regina Y. Rush-Kittle
Deputy Commissioner
Duly Authorized

MEMORANDUM OF AGREEMENT

REGARDING USE OF
FEDERAL FISCAL YEAR 2021 STATE HOMELAND SECURITY
GRANT FUNDING AND CUSTODIAL OWNERSHIP OF
REGIONAL ASSETS IN DEMHS Region 4

APPENDIX A

FOR THE _____ (name of municipality)

Equipment Description

---Sample---

The Regional Fiduciary will complete this form(s) for custodial owners of equipment purchased under FY 2021 Homeland Security Grant Program.

(name of municipality)

Its Chief Executive Officer
Duly Authorized
Typed Name &
Title: _____

Date: _____

THE Region 4 REGIONAL EMERGENCY PLANNING TEAM

By: _____

Its Chair
Duly Authorized
Typed Name: _____

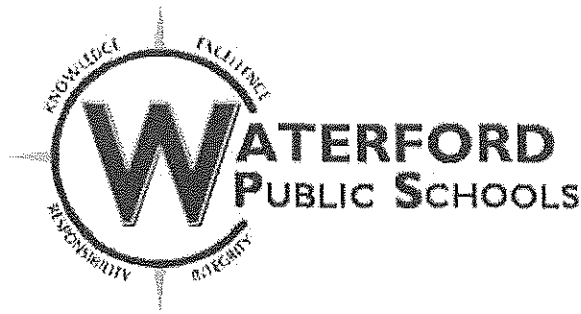
Date: _____

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

By: _____

Regina Y. Rush-Kittle
Deputy Commissioner
Duly Authorized

Date: _____



Mr. Thomas W. Giard III
Superintendent of Schools

Mr. Craig C. Powers
Assistant Superintendent

January 11, 2022

Ms. Jody Nazarchyk
12 Summer Rest Road
Waterford, CT 06385

Dear Ms. Nazarchyk,

On behalf of the Waterford Board of Education, we invite you to our upcoming Special Budget Meetings scheduled for February 3rd and February 10th at 6:00 p.m. at the Clark Lane Middle School Cafeteria. These meetings will provide an opportunity for earnest discussion of the proposed 2022-2023 education budget and we welcome your participation.

To assist with the budget development for FY23, the Board of Education Finance Committee and District Administration have worked closely and convened throughout the fall/winter to analyze line items prior to the Special Budget meetings. The Board of Education Finance Committee meetings have promoted earnest discussion on the budget on an earlier timeline. All meetings can be viewed on the BOE YouTube channel at <https://www.youtube.com/channel/UC7hhqBh6eoFpZjYCtoSxsTA/videos>.

The format for the Special Budget meetings will be as follows:

- **February 3rd** – Complete overview of the Superintendent's Recommended Budget and time for questions.
- **February 10th** – Follow-up information from questions on February 3rd

At its regular meeting on February 24, 2022, the Board of Education is anticipated to take final action on the budget before submitting it for deliberation by the Board of Finance and the RTM. Agendas for these meetings will be posted in advance and working copies of the budget will be available. Please contact Caroline Whittaker at cwhittaker@waterfordschools.org for a hard copy of the budget book.

Additionally, we invite you to meet with us regarding any questions you may have prior to the Board of Finance and RTM budget meetings in March and May. We will make time available to accommodate your schedule.

In the meantime, please feel free to contact us with any specific questions or concerns you may have.

Sincerely,

Pat Fedor
Board of Education Chairperson

Thomas W. Giard III
Superintendent of Schools

- C. Board of Education
Mr. Robert Brule, First Selectman, Town of Waterford
Mr. Joseph Mancini, Director of Finance and Operations
Mr. Craig Powers, Assistant Superintendent

**MINUTES
BOARD OF SELECTMEN
Regular Meeting
JANUARY 4, 2022
5:00 P.M.
Waterford Town Hall (APPLEBY ROOM)**

(Procedural Action: Check register to be signed by Board of Selectmen in accordance with CGS 7-83)

Members Present: First Selectman Robert Brule, Selectwoman Elizabeth Sabilia and Selectwoman Jody Nazarchyk. (Glenn Paterson Board of Finance Liaison to Board of Selectmen)

1. **Call to Order & Roll Call-** First Selectman Brule called the meeting to order at 5:02pm
2. **Pledge of Allegiance**
3. **Public Comment: No public Comment**

4. Disposition of Town Property (Ordinance, Chapter 2.112.020):

4a. Disposition of Emergency Management Outdated Communication

Devices: To consider an act on a recommendation from Rawle Dummett, Purchasing Agent, on behalf of the Emergency Management Director, Steve Sinagra, for disposal of the below outdated communication devices.

- (1) General Electric Master III Repeater
- (1) Wacom Products Duplexer, Model 344A4047 P1, Ser.# 32096-F
- (1) General Electric Power Supply
- (1) General Electric Master III Repeater
- (1) Wacom Products Duplexer, Model 344A4047P1, Ser.# 29965-H
- (1) General Electric Power Supply
- (1) General Electric Master II Repeater
- (1) General Electric Power Supply

MOTION by Nazarchyk, and seconded by Sabilia, VOTING IN FAVOR:
unanimous **VOTE:3-0**

5. Public Works: To consider and act on the following request for an additional appropriation from the Director of Public Works, Gary Schneider, for the evaluators at Town Hall and Youth & Family Services buildings in the amount of \$250,000.

MOTION by Nazarchyk, and seconded by Brule, VOTING IN FAVOR:
VOTE:2-1 (Sabilia)

6. Fire Services: To consider and act on the following request for an In Series Transfer from Director of Fire Services, Michael Howley in the amount of 25,000.

MOTION by Nazarchyk, and seconded by Sabilia, VOTING IN FAVOR:
unanimous **VOTE:3-0**

7. Fire Services: To consider and act on the following request for an Out of Series Transfer from Director of Fire Services, Michael Howley in the amount of 22,700.

MOTION by Nazarchyk, and seconded by Sabilia, VOTING IN FAVOR:
unanimous **VOTE:3-0**

8. Appointments and Resignations: N/A

9. Correspondence:

9a. Email received January 3rd from Selectwoman Elizabeth Sabilia-RE: Covid Test Kit Distribution.

10. Old Business

11. New Business:

11a. Waterford's Code of Ethics Ordinance revised December 2, 2021

11b. Update on Covid Test Kit Distribution held on January 4th and future at home test to be distributed to the Town of Waterford, more updates will be available on January 6, 2022.

11c. Ledge Light Covid Testing on January 5th will be moved to the Crystal Mall.

8a. Discussion next Board of Selectmen meeting a recommendation from the DTC for the Zoning Board of Appeals will be on the agenda.

8b. Discussion to add the RTM's Fire Services request for a member of the Board of Selectmen to be added to the next Board of Selectmen agenda.

12. Consent Agenda

12a. Tax refund-NA

12b. Minutes December 21, 2021-APPROVED

13. Adjournment- was made by Ms. Nazarchyk and seconded by Sabilia to adjourn at 6:01pm. VOTING IN FAVOR; unanimous, **VOTE:3-0**

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Cindy Dupointe". The signature is fluid and cursive, with the first name "Cindy" and last name "Dupointe" clearly distinguishable.

Cindy Dupointe
Recording Secretary