

Town of New Fairfield

Selectmen's Office

4 Brush Hill Road

New Fairfield, Connecticut

BOARD OF SELECTMEN

REGULAR MEETING

Tuesday, November 9, 2021

7:30 P.M.

Community Room @ 33 Route 37

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Public Comment & Participation
4. Correspondence & Announcements
5. Approve Minutes of Board of Selectmen Regular Meeting October 28, 2021
6. Budget Transfers
7. Personnel Report
8. Appointments

New Business

9. Authorizing Resolution HSGP Grant MOU
10. Discuss and Possibly Vote on 2022 Regular Meeting Calendar

Old Business

11. COVID Update
12. Public Comment
13. Adjournment

Received by Email on 11/8/2021 @ 12:43 pm
by Pamela J. Dohan, Town Clerk, New Fairfield

AUTHORIZING RESOLUTION OF THE
Board of Selectmen-Town of New Fairfield

CERTIFICATION:

I, Pamela J. Dohan, the Town Clerk of Town of New Fairfield, do hereby certify that the following is a true and correct copy of a resolution adopted by Board of Selectmen at its duly called and held meeting on November 9, 2021 at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the Town of New Fairfield 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 Patricia Del Monaco, as First Selectman of the Town of New Fairfield, is authorized and directed to execute and deliver any and all documents on behalf of the Town of New Fairfield and to do and perform all acts and things which 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 Patricia Del Monaco now holds the office of First Selectman and that she has held that office since November 21, 2017.

IN WITNESS WHEREOF: The undersigned has executed this certificate this 10th day of November, 2021.

Pamela J. Dohan
Town Clerk

FW: for distribution: FY 2021 HSGP MOAs

1 message

Paszczuk, Henry <Henry.Paszczuk@ct.gov>

Wed, Oct 6, 2021 at 3:16 PM

To: Adam Rinko <arinko@waterburyct.org>, Anthony Gerdratis <ajg105@sbcglobal.net>, "Anthony Orsini (tonyo45@sbcglobal.net)" <tonyo45@sbcglobal.net>, Bernie Meehan EMD Roxbury <BMeehan282@aol.com>, "Brett Kales (Middlebury EMD)" <bkales@middlebury-ct.org>, "Chester Sergey (chet.sergey@snet.net)" <chet.sergey@snet.net>, "Chief William Baldwin (Dep. EMD Torrington)" <WBaldwin@torringtonpd.org>, "Conover, Dana" <Dana.Conover@ct.gov>, "David Becker (emdirector@townofkentCT.org)" <emdirector@townofkentct.org>, "David Bromley (Watertown EMD)" <wfdchief@watertownct.org>, "David I. Raines(Dep. EMD Sherman)" <RainesD@conedceb.com>, "David Lampart (Woodbury EMD)" <WoodburyEMD@woodburyct.org>, "David P. Hardt (hardt@watertownct.org)" <hardt@watertownct.org>, "David Tripp (Torrington Dep. EMD)" <david_trip@torringtonct.org>, "Diane Beebe (Cornwal EMD)" <dbeephoto@aol.com>, "Dick Aarons (Ridgfield EMD)" <emd@ridgefieldoem.org>, North Canaan <Dinnie@att.net>, "Donna.culbert" <Donna.culbert@newtown-ct.gov>, "Donna.cobelli SART region 5" <donna.cobelli@gmail.com>, HEALTH <HEALTH@townofreddingct.org>, "Douglas Humes (North Canaan CEO)" <selectman@northcanaan.org>, "Dudley, Taffie" <Taffie.Dudley@ct.gov>, "Ethan Labella (Washington EMD)" <elabella@washingtonct.org>, "Fran Dambowsky (fdambowsky@naugatuck-ct.gov)" <fdambowsky@naugatuck-ct.gov>, Southbury <gjslaibyspd@yahoo.com>, "Glowacki, Douglas" <Douglas.Glowacki@ct.gov>, cwselectmen <cwselectmen@optonline.net>, "Greg Lacava (Warren EMD)" <tow149emd@optonline.net>, "Paszczuk, Henry" <Henry.Paszczuk@ct.gov>, Salisbury <Jr4evyng@yahoo.com>, "Jacqueline Rice (jrjce1139@sbcglobal.net)" <jrjce1139@sbcglobal.net>, "James Demarest (Watertown FD)" <demarest@watertownct.org>, "James Ferlow (New Milford EMD)" <jferlow@newmilford.org>, Sherman <Shermanoem@gmail.com>, jstewart <jstewart@naugatuck-ct.gov>, "Jay Purcell (JPurcell@Brookfieldct.gov)" <JPurcell@brookfieldct.gov>, "Jeremy Rodorigo (Beacon Falls EMD) (jrodphoto@comcast.net)" <jrodphoto@comcast.net>, "Jim Shanley (EMD Barkhamsted)" <pvfd10@snet.net>, John Bevans <jbevansthemanager@gmail.com>, "John Grant (Kent Dep. EMD)" <emdeputy@townofkentct.org>, "Field, John" <John.Field@ct.gov>, "Jon Barbagallo (jbarbag@norfolkambulance.com)" <jbarbag@norfolkambulance.com>, "Joseph Cavo (Danbury Mayor)" <j.cavo@danbury-ct.gov>, "Kent1@kentfire.org" <Kent1@kentfire.org>, Kevin Parsell New Hartford EMD <KevinParsell1964@gmail.com>, Kirk Denton Deputy EMD Woodbury <Ford317@aol.com>, "Kyle Dunn (Wolcott EMD)" <kdunn@wolcott.org>, "Laurence Gelati (Thomaston EMD)" <Sgelati@thomastonct.org> <Sgelati@thomastonct.org>, "Lisa Bauer (bauerl@townoflitchfield.org)" <bauerl@townoflitchfield.org>, "Maria Evens (New Fairfield EMD)" <mevans@newfairfield.org>, "Matt Cassavechia (Danbury EMD) (m.cassavechia@danbury-ct.gov)" <m.cassavechia@danbury-ct.gov>, "Maureen Will (maureen.will@newtown-ct.gov)" <maureen.will@newtown-ct.gov>, Bethlehem <michaeljdevine@sbcglobal.net>, Michelle McGuire <mmcguire21@aol.com>, "Natalie Dos Santos (ARC)" <natalie.dossantos2@redcross.org>, "O'Leary, Jim" <james.p.oleary@snet.net>, "Pat Markert (fire@ridgefieldct.org)" <fire@ridgefieldct.org>, "Paul Gibb (acting Litchfield EMD)" <paulgibb@optonline.net>, "Paul Russell (Naugatuck Dep.EMD)" <prussell@naugatuck-ct.gov>, "Peter A. Towey (Torrington EMD)" <peter_towey@torringtonct.org>, "Phil Mikan (Philip.E.Mikan@uscg.mil)" <Philip.E.Mikan@uscg.mil>, "Richard Byrne (norfolksearch@sbcglobal.net)" <norfolksearch@sbcglobal.net>, "Richard Tillotson (artillotson@hotmail.com)" <artillotson@hotmail.com>, "Rob Sibley (Newtown Dep. EMD)" <rob.sibley@newtown-ct.gov>, Town of Prospect <info@townofprospect.org>, Robin Denny <getdonesafe@gmail.com>, "Ron Rotter (bridgewateremd@gmail.com)" <bridgewateremd@gmail.com>, "Samuel Kinkade (Litchfield FM)" <kinkadedfm@gmail.com>, "Scott Furr (Southbury Dep. EMD)" <EmergMgmt2@southbury-ct.gov>, "Scott Pelletier (Oxford EMD)" <chiefsjp@oxford-ct.gov>, "Sean McKenney (Redding EMD) (smckenney@townofreddingct.org)" <smckenney@townofreddingct.org>, Steve Hunt <shunt@naugatuckpd.org>, "Steve Schnell (Southbury EMD)" <emd@southbury-ct.gov>, Winchester <swilliams@townofwinchester.org>, "Ted Jensen (k1yon@juno.com)" <k1yon@juno.com>, "Terry Burke (Cornwall Dep. EMD)" <terryburke@gmail.com>, "Thomas Bartram (Sharon EMD)" <thbartram@snet.net>, "Thomas Galliford (gallifordt@bethel-ct.gov)" <gallifordt@bethel-ct.gov>, "Baldwin, Timothy E" <Timothy.Baldwin@ct.gov>, Harwinton <emergencymanagement@harwinton.us>, "Wayne Gravius (WGravius@brookfieldct.gov)" <WGravius@brookfieldct.gov>, "Wayne Morris (morrisw@betheltownhall.org)" <morrisw@betheltownhall.org>, "William Halstead (bill.halstead@newtown-ct.gov)" <bill.halstead@newtown-ct.gov>

Cc: "Field, John" <John.Field@ct.gov>

Region 5 EMDs please see the information below regarding the FY 2021 Homeland Security Grant Award.

Dear CEOs and EMDs:

The Department of Emergency Services and Public Protection has received the FY 2021 Homeland Security Grant Program Award (EMW-2021-SS-00086). The REPT Fiduciary will receive a FY 2021 subgrant award with a start date of October 15, 2021.

Attached please find a blanket resolution document and the Region's 2021 MOA document for Region 5 municipalities.

ATTACHMENT 1: Memorandum of Agreement Document

This document is a requirement for receiving Homeland Security Grant Funds and serves the following functions:

- I. Details state use of local Homeland Security funds and the administration of the REPT's Regional Homeland Security Grant Funds;
- II. Details the terms of custodial ownership of assets purchased with regional Homeland Security funds.

The attachment is a fillable PDF that auto populates data into the document. Please fill out the data sheet on the first page to auto populate the document, and follow the instructions on the page two checklist.

ATTACHMENT 2: Blanket Resolution Template

All memoranda of agreement require an authorizing resolution. We strongly recommend that you use the blanket resolution template (a blanket does not specify a grant year) as this is the language approved by the Office of the State Attorney General. If you have a blanket resolution with the same town CEO from the previous HSGP MOA's, you may attach a **SEALED** copy to this MOA. The Town Clerk should verify that the information has remained the same and sign/seal.

If the CEO has changed, or if the resolution references a specific grant year, you must submit a new **SEALED** blanket resolution.

Please note: if the municipality's current resolution references Department of Emergency Management and Homeland Security, we would ask that you pass a new blanket resolution that references Department of Emergency Services and Public Protection (attached).

MOAs and Resolutions can be submitted to the Fiduciary Agent **Electronically**.(please be sure to use a pencil to show the seal on the Resolution).

Completed MOA's and Resolution are due on or before **December 15, 2021** to the REPT Fiduciary Agent:

If you have any questions or concerns regarding this document or the Homeland Security Grant Program, please feel free to contact the DEMHS Grants Unit at DEMHS.HSGP@ct.gov

Thank you.

2 attachments

 **Blanket Resolution.docx**
41K

 **REPT R5 - FY 2021 HSGP MOA.PDF**
1681K




**FFY 2021 STATE HOMELAND SECURITY GRANT
PROGRAM Region 5 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:	Patricia Del Monaco
Municipality Name:	TOWN OF NEW FAIRFEILD
Town CEO Name:	Patricia Del Monaco
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:	Maria Evans
Address:	302 Ball Pond Rd. New Fairfield, CT 06812
Email:	mevans@newfairfield.org
Phone:	203-648-2431
Fax:	203-312-5715



**FFY 2021 STATE HOMELAND SECURITY GRANT PROGRAM
Region 5 MEMORANDUM OF AGREEMENT CHECKLIST**



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

1. Instructions for: TOWN OF NEW FAIRFIELD

Received by: Patricia Del Monaco

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: Robert Phillips, Executive Director, NHCOC, Region 5 Fiduciary: rphillips@northwesthillscog.org

2. Northwest Hills 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 5 REPT Chair has signed and dated the agreement.
- The Region 5 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 5

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 NEW FAIRFEILD, Northwest Hills Council of Governments (NHCOG) (Fiduciary) and the Region 5 Regional Emergency Planning Team (Region 5 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 5 including TOWN OF NEW FAIRFEILD – has created, and established bylaws for, the Region 5 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 5
6. TOWN OF NEW FAIRFEILD is eligible to participate in those Federal Fiscal Year 2021 SHSGP regional allocations made through the Region 5 REPT and not included in the set-aside projects (unless otherwise noted), in the amount of \$385,306.80 for Region 5 REPT which will be made available to the jurisdictions in Region 5 in the manner recommended by the Region 5 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 NEW FAIRFEILD enter into Part I of this MOA authorizing the SAA to act as the agent of TOWN OF NEW FAIRFEILD 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 NHCOG to provide the financial and programmatic oversight described below.

C. SAA and TOWN OF NEW FAIRFEILD 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.

TOWN OF NEW FAIRFEILD 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. TOWN OF NEW FAIRFEILD 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. NHCOC and TOWN OF NEW FAIRFEILD Responsibilities

TOWN OF NEW FAIRFEILD also agrees to allow NHCOC 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 TOWN OF NEW FAIRFEILD, the NHCOC (Fiduciary), and the DEMHS Region 5 Regional Emergency Planning Team (Region 5 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 NEW FAIRFEILD has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of TOWN OF NEW FAIRFEILD, 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 NEW FAIRFEILD 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 5 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 5 REPT.
5. The Region 5 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. NHCOC (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 5 for Federal Fiscal Year 2021;

B. Purpose.

DESPP/DEMHS, the Region 5 REPT, NHCOC (Fiduciary), and TOWN OF NEW FAIRFEILD, enter into Part II of this MOA regarding asset(s) for which TOWN OF NEW FAIRFEILD 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 NHCOC (Fiduciary)

In its role as SAA, DESPP/DEMHS will subgrant funds to NHCOG which, as the Region 5 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 NEW FAIRFEILD may be made after the execution of this agreement and that Appendix A shall be completed accordingly. TOWN OF NEW FAIRFEILD 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 5 REPT, and the Chief Executive Officer, or his/her designee, of TOWN OF NEW FAIRFEILD.

4. Responsibilities of Custodial Owner

TOWN OF NEW FAIRFEILD 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 NEW FAIRFEILD 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 NEW FAIRFEILD'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 NEW FAIRFEILD shall conform to the manufacturer's recommendations. If appropriate, TOWN OF NEW FAIRFEILD shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of TOWN OF NEW FAIRFEILD 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 5 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), TOWN OF NEW FAIRFEILD is furthering regional collaboration and mutual aid on behalf of all of the members of Region 5.

6. Assignment of Asset(s).

If TOWN OF NEW FAIRFEILD 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 NEW FAIRFEILD 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 NEW FAIRFEILD 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 NEW FAIRFEILD, through the Region 5 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 NEW FAIRFEILD through the Region 5 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then TOWN OF NEW FAIRFEILD 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 NEW FAIRFEILD 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 NEW FAIRFEILD 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 NEW FAIRFIELD 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 TOWN OF NEW FAIRFEILD (Please fill in the following fields)	
Name & Title: Maria Evans	
Address: 302 Ball Pond Rd. New Fairfield, CT 06812	
Email Address: mevans@newfairfield.org	Phone: 203-648-2431
	Fax: 203-312-5715

M. Other provisions.

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

By: _____ Date: _____
 Its Chief Executive Officer
 Duly Authorized
 Typed Name &
 Title: Patricia Del Monaco First Selectman

The Northwest Hills Council of Governments (NHCOG)

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

THE REGION 5 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: _____

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 5

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 5 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: _____

BOARD OF SELECTMEN

2022 REGULAR MEETINGS

**2ND AND 4TH THURSDAYS OF THE MONTH
(EXCEPT OTHERWISE NOTED)**

7:30 PM

COMMUNITY ROOM AT 33 ROUTE 37

Thursday, January 13 th Thursday, January 27 th	Thursday, July 14 th Thursday, July 28 th
Thursday, February 10 th Thursday, February 24 th	Thursday, August 11 th Thursday, August 25 th
Thursday, March 10 th Thursday, March 24 th	Thursday, September 8 th Thursday, September 22 nd
Thursday, April 14 th Thursday, April 28 th	Thursday, October 13 th Thursday, October 27 th
Thursday, May 12 th Thursday, May 26 th	Thursday, November 10 th Tuesday, November 22 nd (Thanksgiving)
Thursday, June 9 th Thursday, June 23 rd	Thursday, December 8 th Thursday, December 22 nd