

Town of New Fairfield

Selectmen's Office
4 Brush Hill Road
New Fairfield, Connecticut

BOARD OF SELECTMEN REGULAR MEETING ZOOM MEETING

Join Zoom Meeting
<https://zoom.us/j/93914783566>
Meeting ID: 939 1478 3566
One tap mobile
+19292056099,,93914783566# US (New York)
+13017158592,,93914783566# US (Germantown)
Dial by your location
+1 929 205 6099 US (New York)

Thursday, JULY 23, 2020

7:30 P.M.

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Public Comment & Participation
4. Correspondence & Announcements
5. Approve Minutes of Board of Selectmen Special Meeting July 13, 2020

6. Budget Transfers
7. Personnel Report
8. Appointments

New Business

9. Candlewood Lake Island
10. STEAP Grant
11. 2020 Homeland Security Grant

New Business

12. 60 Sawmill Road
13. Boat Dock
14. Public Comment
15. Adjournment

Received for Record JUL 21 2020
at 11 h 46 m A M and recorded by
Pamela J. Dohan
Pamela J. Dohan, Town Clerk, New Fairfield, CT

Town of New Fairfield
Board of Selectmen
4 Brush Hill Road
New Fairfield, CT 06812

MINUTES
Board of Selectmen Special Meeting
Monday, July 13, 2020
7:30 PM
Virtual meeting via Zoom

Members present:

Pat Del Monaco, First Selectman
Khris Hall, Selectman
Kim Hanson, Selectman

Other Town Officials Present:

Assistant Broadcast Coordinator Quinton Flowers gave a brief overview of the rules and procedures for having a virtual meeting.

Call To Order First Selectman Pat Del Monaco called the meeting to order at 7:30pm.

Pledge of Allegiance- None

Public Comment- None

Correspondence and Announcements

Pat Del Monaco noted that the governor has reinstated the STEAP grant program and applications have been made available today. Projects relating to COVID 19 will be given first priority. She spoke of the possibility of replacing the HVAC system both in Town Hall and the Annex and of the possibility of rebuilding the Beach House at the Town Beach. The Beach House project was considered before the breakout of COVID 19 and the design for the building has been started and some funds are already set aside. The applications for this grant are due by August 13.

Selectman Khris Hall spoke of an email that the entire BOS received from a resident of Hollywyle regarding noise and excessive parting at Blueberry Island. These parties do not include social distances or masks. She suggested working in conjunction with officials from other towns regarding this. Pat Del Monaco noted that she has a call scheduled with First Light, DEEP, Danbury Mayor Boughton and Sherman First Selectman Don Lowe to discuss this issue. The property at Blueberry Island belongs to First Light but is within the boundaries of New Fairfield.

Selectman Kim Hanson spoke of emails that the BOS received regarding the Zoning Regulations for the ownership of chickens in town. Mr. Hanson spoke in support of the chicken owners and suggested that 12 chickens instead of 6 chickens would be a more appropriate number. Any changes to the regulations would fall under the purview of the Zoning Commission.

Approval of Minutes

Pat Del Monaco made a motion to approve the minutes of the June 10, 2020 meeting as presented. Khris Hall seconded the motion. **Vote: 3-0-0 (Motion approved)**

Budget Transfers- None

Personnel Report- None

Appointments

Pat Del Monaco made a motion to appoint Kim Kraska as the Animal Control Officer for the Town of New Fairfield. Khris Hall seconded the motion.

Vote: 2-1-0 (Motion approved- Kim Hanson opposed)

Kim Hanson expressed his concern that he has still not seen a contract for the Animal Control Officer and therefore cannot vote in favor of this appointment.

Accept Donations to Social Services

Pat Del Monaco made a motion to accept donations to Social Services from March 31, 2020 to June 4, 2020 in the total amount of \$16,968.51(\$9331.00- Food pantry, \$200.00-Fuel bank and \$7,437.51 to Social Services fund). Khris Hall seconded the motion. **Vote: 3-0-0 (Motion approved)**

The entire BOS thanked everyone that participated in donating such a remarkable amount of money.

Selectman Khris Hall noted that the Food Pantry at the Congregational Church in New Fairfield has changed the hours for food donations. Donations will no longer be accepted on Tuesdays but will be open on Thursdays and Saturdays only.

Coronavirus update

Pat Del Monaco noted that number of cases and rate of transmission is very low in Connecticut at this time. She encouraged everyone to continue to wear masks and practice social distancing.

Public Comment- None

Adjournment

Pat Del Monaco made a motion to adjourn the meeting at 7:51 pm. Kim Hanson seconded the motion.

Vote: 3-0-0 (Motion approved)

Received by Email on 7/15/2020 @ 2:45 pm
by Pamela J. Dohan, Town Clerk, New Fairfield

TOWN OF NEW FAIRFIELD
FISCAL 2020-2021
Intra-Department Transfer

<u>TRANSFER FROM:</u>		<u>TRANSFER TO:</u>	
\$'S	1-4215 / 610.00	\$'S	1-4151 / 336.00
150.00	Communication Center - Materials & Supplies	150.00	Communication Center - Emergency Notification
1,375.00	Board of Finance - Materials & Supplies	1,375.00	Board of Finance - Town Audit
1,525.00		1,525.00	

Submitted at the BOS meeting on 7/23/20



611 Access Road
 Straford, CT 06615
 T: 203.377.0663
 F: 203.375.6561
 racecoastal.com

APPROVED FOR PAYMENT: <u>1095⁰⁰ AK</u>
ACCOUNT/PO <u>21000415</u>
SIGNED: _____ DATE: _____

Town of New Fairfield
 4 Brush Hill Road
 New Fairfield, CT 06812

Invoice number 2020-0480
 Date 07/08/2020

Project 2018125A NEW FAIRFIELD TOWN
 MARINA DESIGN, BIDDING, AND PERMIT
 PHASE

Invoice through July 07,2020

	Amount	
Phase 1 Hydrographic Survey		
Contract Amount	3,490.00	
Percent Complete	100.00	
Prior Billed	3,490.00	
Total Billed	3,490.00	
		Current Billed 0.00
Phase 2 Geotechnical Investigations		
Contract Amount	12,420.00	
Percent Complete	100.00	
Prior Billed	12,420.00	
Total Billed	12,420.00	
		Current Billed 0.00
Phase 3 Environmental Load Analysis		
Contract Amount	2,940.00	
Percent Complete	100.00	
Prior Billed	2,940.00	
Total Billed	2,940.00	
		Current Billed 0.00
Phase 4 Performance Specifications for Dock Modifications		
Contract Amount	5,920.00	
Percent Complete	100.00	
Prior Billed	5,920.00	
Total Billed	5,920.00	
		Current Billed 0.00
Phase 5 Catenary Anchor System Design		
Contract Amount	14,240.00	
Percent Complete	100.00	
Prior Billed	14,240.00	
Total Billed	14,240.00	
		Current Billed 0.00



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Town of New Fairfield
 Project 2018125A NEW FAIRFIELD TOWN MARINA DESIGN, BIDDING, AND PERMIT PHASE

Invoice number 2020-0480
 Date 07/08/2020

	Amount	
Phase 6 Performance Specifications for SeaFlex System		
Contract Amount	2,340.00	
Percent Complete	100.00	
Prior Billed	2,340.00	
Total Billed	2,340.00	
		Current Billed 0.00
Phase 7 Bid Phase Services		
Contract Amount	2,930.00	
Percent Complete	100.00	
Prior Billed	2,930.00	
Total Billed	2,930.00	
		Current Billed 0.00
Phase 8 Additional Design Services (former Regulatory Services)		
Contract Amount	5,000.00	
Percent Complete	100.00	
Prior Billed	5,000.00	
Total Billed	5,000.00	
		Current Billed 0.00
		Total 0.00

Phase AS Additional Services

Professional Fees

	Date	Hours	Rate	Billed Amount
Principal				
Devin J. Santa				
	06/30/2020	0.75	220.00	165.00
<i>Conference call with Town to review bids. Coordination with Atlantic Marine Construction for bid review meeting.</i>				
	07/01/2020	0.50	220.00	110.00
<i>Preparation for Project Review videoconference call.</i>				
	07/02/2020	1.00	220.00	220.00
<i>Preparation for and attendance of video conference with Town and Atlantic Marine Construction</i>				
Senior Coastal Engineer				
Jill A. Pietropaolo				
	06/30/2020	2.00	150.00	300.00
<i>Meeting to discuss bids Prepare meeting minutes Prepare agenda for Pre-award meeting</i>				
	07/01/2020	0.50	150.00	75.00
<i>Prepare Agenda</i>				
	07/02/2020	1.50	150.00	225.00
<i>Meeting with Town and AMC. Preparation of minutes. Prepare Meeting Minutes</i>				
	Phase subtotal			1,095.00



611 Access Road
Stratford, CT 06615

T: 203.377.0663
F: 203.375.6561

racecoastal.com

Invoice number 2020-0480
Date 07/08/2020

Town of New Fairfield

Project 2018125A NEW FAIRFIELD TOWN MARINA DESIGN, BIDDING, AND PERMIT PHASE

Invoice total **1,095.00**

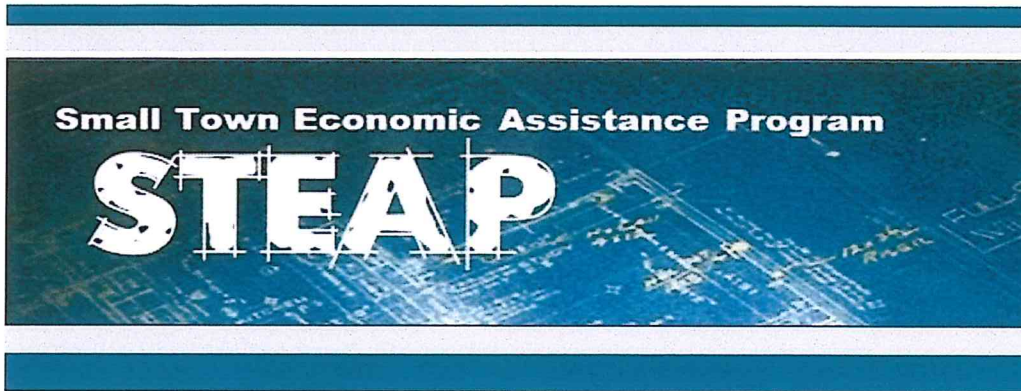
Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
2020-0480	07/08/2020	1,095.00	1,095.00				
	Total	1,095.00	1,095.00	0.00	0.00	0.00	0.00

TOWN OF NEW FAIRFIELD
PERSONNEL REPORT
July 23, 2020

	LAST NAME	FIRST NAME	POSITION	LOCATION	PAY RATE	REASON	EFFECTIVE
NEW HIRES:							
CHANGE IN STATUS							
1	MAGOON	NAOMI	PBC RECORDING SECRETARY	PBC	\$20.69/HR.	REPLACING E. SHAW	7/23/2020
SEPARATION							
2	CISEWSKI	MATTHEW	PER DIEM DISPATCHER	COMMUNICATIONS		VOLUNTARY RESIGNATION	6/24/2020

\$128,205



2020 STEAP PROGRAM GUIDELINES

The Small Town Economic Assistance Program ([C.G.S. Section 4-66g](#)) funds economic development, community conservation and quality of life projects for localities that are ineligible to receive Urban Action bonds (CGS Section 4-66c). An eligibility list is included in the pages to follow. This program is coordinated by the Office of Policy and Management and grants are administered by appropriate state agencies.

STEAP funds are issued by the [State Bond Commission](#) and **can only be used for capital projects**. A project is considered to be a capital project if it is new construction, expansion, renovation or replacement for an existing facility or facilities. Project costs can include the cost of land, design, engineering, architectural planning, and contract services needed to complete the project.

ANY STEAP APPLICATION, ITS RECEIPT, AND/OR ANY SUBSEQUENT ANNOUNCEMENT OR NOTIFICATION OF AN AWARD ASSOCIATED WITH AN APPLICATION, DOES NOT CONSTITUTE A CONTRACT. A CONTRACT EXISTS ONLY WHEN YOU HAVE SUBMITTED ALL REQUIRED CONTRACTUAL DOCUMENTS AND SUCH DOCUMENTS ARE APPROVED BY THE ADMINISTERING STATE AGENCY, AND THE TOWN IS NOTIFIED THAT THE CONTRACT IS FULLY EXECUTED. DO NOT INCUR ANY ANTICIPATED STEAP GRANT FUNDED PROJECT EXPENDITURES UNTIL A CONTRACT IS FULLY EXECUTED. SUCH STEAP GRANT FUNDED EXPENDITURES WILL NOT BE REIMBURSED* (*only exception: see COVID-19 provision outlined later in this guidance.)

When a town is selected to receive a STEAP grant, the town will receive a notification letter from OPM indicating which state agency has been assigned to administer their award. **Again, this letter is for notification purposes only and does not constitute a contract.**

STEAP is not an entitlement or formula grant, and as such any funding associated with an award is on a one-time basis only, with no promise or obligation of additional funding from OPM or the State.

[When the program is open for application intake, the application, as well as detailed submittal instructions and timelines can be found by clicking this link.](#)

IMPORTANT CHANGES TO THE STEAP PROGRAM

It is important that you read all of the guidance provided in this document, as changes have been made to eligibility requirements, application requirements and STEAP grant term periods. OPM would like to emphasize the following:

- *Grants awarded will have a two (2) year term and may be considered for a one (1) year extension to the grant end date. No grant shall have a term longer than three (3) years.*
- *STEAP grants are not intended to be “banked” or “grouped together” over the course of multiple years. Each award is to be used expressly for the purpose and scope of work as outlined in the application it was awarded for.*
- *No changes in scope will be approved.*
- *All funding for the STEAP project must be secured at the time of application.*
- *A municipal match is required*
- *Municipalities should be prepared to enter into a grant assistance agreement/contract with the administering agency shortly after being notified of an award, therefore municipalities should only apply for a project which is near-term (“shovel ready” or “nearly shovel ready”). Once a grant assistance agreement/contract is in place, the municipality should be prepared to commence project work and incur all STEAP-funded project expenditures between the start and end dates of the agreement/contract.*
- *All grant payments will be made on a reimbursement basis only after the municipality has incurred and paid for the STEAP funded allowable project expenditures. The administering agency will provide you with guidance on what information must be submitted to seek reimbursement. STEAP funded expenditures incurred before the start date or after the end date of the agreement/contract will not be eligible for reimbursement (*see COVID-19-related special provision to follow).*
- *Unspent grant funds will not be repurposed for other uses. Such unspent funds will be returned to the STEAP program account and will be used for awards made in future rounds.*

ELIGIBILITY REQUIREMENTS & PROVISIONS

- Eligible municipalities are determined by the FY20 Public Investment Community Index and CGS 4-66g(b). See the eligibility list on the pages to follow.
- Municipalities which are eligible to opt into the STEAP program, but are not currently opted in, must submit their opt-in request **prior** to submitting their STEAP application.
- Municipalities with projects more than five years old or which have expired contracts, that have not been closed out with the administering agency are ineligible to apply for new funding.
- A municipal match or share is required:
 - Match funds must be municipal funds, not funds from other state or federal grants
 - There is not a set percentage or dollar amount for the municipal match requirement
 - Municipal salaries and/or expenses cannot be counted toward the municipal match
 - Funds spent on planning, design, engineering are acceptable matches
 - Municipality must spend 100% of its match prior to final reimbursement
 - Match expenditures can be those allowable project-related expenditures which were incurred before or during the grant contract period
- Funding for the entire project has been secured.
- An authorizing resolution by the local legislative body, or, in any town where the legislative body is a town meeting, by a vote of the board of selectmen, which authorizes the Chief Executive Officer to accept such grant if awarded, and enter into and execute any and all agreements, contracts and documents necessary to obtain said 2020 STEAP Grant with the State of Connecticut. This authorizing resolution needs to be submitted to the administering agency within thirty days of grant award notice if such resolution is not available at time of application.
- There will be no changes in scope from the approved application:
 - The grant is to be used for the purpose for which it was awarded
 - Project work must be germane to the original scope
- All grant payments will be made on a reimbursement basis and only after the municipality has incurred and paid for the STEAP-related allowable project expenditures. The administering agency will provide you with guidance on what information must be submitted to seek reimbursement. Expenditures incurred before the start date or after the end date of the agreement/contract will not be eligible for reimbursement* (*only exception: see COVID-19-related special provision outlined later in this guidance).
- Consistent with past practices, these grants will be administered by project relevant agencies other than OPM.
- Once a grant contract is in place, any grant related project questions, reimbursement questions, or requests for extensions should be directed to the agency assigned to administer your grant.

***COVID-19-Related Special Provision:**

*Notwithstanding any grant, agreement and/or contract provisions of the administering agency, due to the March 10, 2020 Declaration of Public Health and Civil Preparedness Emergencies, certain COVID-19-related capital expenditures incurred on or after 3/10/20 and prior to a grant/contract start shall be eligible for reimbursement as outlined below. The town must certify that any grant application requests related to a COVID capital project has not and will not be requested for reimbursement under any other state or federal funding source.

Those COVID-19-related expenditures related to new construction, expansion, renovation or replacement for an existing facility or facilities, including cost of land, design, engineering, architectural planning, and contract services needed to complete the project, will be deemed eligible.

For equipment-type items (such as, but not limited to portable generators, portable and programmable electronic signs, public safety/emergency equipment, connectivity/communication equipment/materials, etc.), only items with an individual value of at least \$1,000 and a useful life of at least 5 years will be considered. When multiple like-items each with an individual value of less than \$1,000 are purchased together (such as, but not limited to emergency radios for police or fire), these items will be considered if the total of the like-items exceeds the \$1,000 minimum threshold and such items will be used for 5 or more years. For such items, the town may be required to provide additional information to support that the item is in fact a capital expenditure.

Expenditures for PPE and other disposable type items are not eligible expenditures as they are not capital in nature.

This COVID-19-Related Special Grant Provision is applicable to the 2020 round of STEAP grants. This provision may or may not be applicable in future rounds and is subject to the discretion of the Secretary of OPM.

ELIGIBLE PROJECTS AND PRIORITY PROJECT AREAS

Projects eligible for STEAP funds include:

- Economic development projects such as (a) constructing or rehabilitating commercial, industrial, or mixed-use structures and (b) constructing, reconstructing, or repairing roads, access ways, and other site improvements;
- Recreation and solid waste disposal projects;
- Social service-related projects, including day care centers, elderly centers, domestic violence and emergency homeless shelters, multi-purpose human resource centers, and food distribution facilities;
- Housing projects;
- Pilot historic preservation and redevelopment programs that leverage private funds; and
- Other kinds of development projects involving economic and community development, transportation, environmental protection, public safety, children and families and social service programs.

Priority Project Areas:

- COVID-19 related capital projects (as outlined previously)
- Shovel ready projects which are at a stage where project work can begin
- Promoting economic growth
- Developing our workforce

- Improving the quality of life and fiscal stability of municipality
- Improving the grand list
- Infrastructure
- Making government more effective, efficient and customer friendly
- Economic development projects within transit-oriented areas
- Solid waste disposal projects
- Pollution control (water, waste, energy) in order to reduce costs and environmental impacts
- Public Service Answering Point (PSAP) Consolidation

All STEAP-funded projects are subject to all federal, state and local laws, ordinances, regulations and municipal bylaws. (Depending on the nature of the project to be funded with a STEAP grant, certain projects may require additional reviews, evaluations, permits, approvals and or certifications, including but not limited to: Connecticut Environmental Policy Act ([CEPA](#)) Evaluation, Environmental Impact Evaluation (EIE), and/or Flood Management Certification ([FMC](#)); and/or Municipal Plan of Conservation and Development ([POCD](#)) provisions with regard to eligibility for discretionary state funding. Such reviews, evaluations, permits and or certifications could significantly impact project costs and timelines. The grantee should only submit applications for such projects when it is able to continue with the proposed project despite these added costs and extended project timelines.)

EXPENDITURES THAT CANNOT BE FUNDED BY STEAP GRANT FUNDS:

- Programmatic expenditures or recurring budget expenditures are **not** eligible for STEAP or any other state bond program. The Office of Policy and Management reserves the right to not fund or reimburse certain projects or certain project components with State bond funds due to public policy reasons.
- The following expenditures are not eligible for reimbursement : ceremonial or entertainment expenses; publicity; bonus payments; reserves; charges in excess of the lowest responsible bid where competitive bidding is required unless prior approval is obtained; deficits or overdrafts; interest charged; any judgment for damages arising from the project; fines and penalties; meals, municipal salaries or employee expenses.
- Project components **not** allowable for STEAP funded reimbursement: Furniture, fixtures and equipment (FF&E). FF&E includes movable furniture, fixtures or other equipment that have no permanent connection to the structure of a building or utilities. FF&E includes, but is not limited to desks, chairs, computers, electronic equipment, appliances, tables, bookcases and partitions. (Exceptions: see ***COVID-19-Related Special Provision**, outlined previously, with regard to certain components listed in this section.)
- Goods and/or services purchased and/or provided before the contract start date, or after the contract end date will **not** be funded. (Exceptions: see ***COVID-19-Related Special Provision**, outlined previously, with regard to reimbursements related to certain capital expenditures incurred prior to contract start date.)
- STEAP funds **cannot** be used to represent the required municipal “match” or “share” portion for another state or federal grant.

For the purposes of the application and any subsequent award, “Authorized Signatory” refers to the municipality’s Chief Executive (Town Manager, Mayor, First Selectman, etc.) – the individual who is legally authorized to apply for the grant and who has the authority to enter into any subsequent agreements/contracts.

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 **July 23, 2020** 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 (formerly the Department of Emergency Management and Homeland Security) any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that **Pat Del Monaco**, as **First Selectmen** 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 he/she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

The undersigned further certifies that **Pat Del Monaco** now holds the office of **First Selectmen** and that he/she has held that office since **Nov. 21, 2017**.

IN WITNESS WHEREOF: The undersigned has executed this certificate this **24th** day of **July, 2020**.

Pamela J. Dohan
Town Clerk

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



MOA FFY 2020 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: Maria Evans, EMD

For the MOA:

- A municipal point of contact been identified in Part III, Section M.
- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.

Authorizing Resolution Attached

The Blanket Resolution Template includes the recommended language for the resolution. If you do not use this template, the resolution must reference the FFY 2020 Homeland Security Grant Program. No other resolutions will be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2020 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

Once complete, mail or email the complete MOA package to: Rick Lynn, Executive Director, Northwest Hills Council of Governments, 59 Torrington Road, Suite A-1, Goshen, CT 06756

2. Instructions for the 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.

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

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2020 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

DUE DATE: October 20, 2020



**FFY 2020 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, print out entire MOA and obtain the correct signatures as outlined by the completion checklist on the following page.

Town Information: 	
Person Completing Document:	Maria Evans, EMD
Municipality Name:	TOWN OF NEW FAIRFIELD
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, EMD
Address:	302 Ball Pond Rd.
Email:	mevans@newfairfield.org
Phone:	203-312-5723 or 203-648-2431
Fax:	203-312-5715

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2020 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 FAIRFIELD, the Northwest Hills Council of Governments (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 2020 State Homeland Security Grant Program (SHSGP), Award No. EMW-2020-SS-*pending*. 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 2020 SHSGP in the total amount of \$1,654,801 on behalf of local units of government, for the following eight regional set-aside projects designed to benefit the state's municipalities:
 - a. Regional Collaboration;
 - b. Enhancing Information and Intelligence Sharing and cooperation with Federal Agencies, including DHS;
 - c. Addressing Emergent Threats;
 - d. Capitol Region Metropolitan Medical Response System- MMRS;
 - e. Medical Preparation and Response: and
 - f. Citizen Corps Program;
 - g. Enhancing Cyber Security; and,
 - h. Enhancing Protection of Soft Targets and Crowded Places
5. DEMHS ~~in coordination and cooperation~~ TOWN OF NEW FAIRFIELD with the municipalities located within DEMHS Region 5 including TOWN OF NEW FAIRFIELD – 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 FAIRFIELD is eligible to participate in those Federal Fiscal Year 2020 SHSGP regional allocations made through the Region 5 REPT and not included in the set-aside projects, in the amount of \$382,156.80 for Region 5 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 FAIRFIELD enter into Part I of this MOA authorizing the SAA to act as the agent of TOWN OF NEW FAIRFIELD and allowing the SAA to retain and administer grant funds provided under 2020 SHSGP for the eight regional set-aside projects listed above, and also for The Northwest Hills Council of Governments to provide the financial and programmatic oversight described below.

C. SAA and TOWN OF NEW FAIRFIELD Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,654,801 in furtherance of the eight regional set-aside projects listed above.

TOWN OF NEW FAIRFIELD agrees to allow the SAA to provide financial and programmatic oversight of the \$1,654,801 for the purpose of supporting the allocations and uses of funds under the

2020 SHSGP consistent with the 2020 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 FAIRFIELD agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the eight regional set-aside projects listed above.

D. Northwest Hills Council of Governments & TOWN OF NEW FAIRFIELD Responsibilities.

TOWN OF NEW FAIRFIELD also agrees to allow the Northwest Hills Council of Governments to provide financial and programmatic oversight of the Federal Fiscal Year 2020 regional allocation not included in the eight regional set-aside projects in the amount of \$382,156.80 targeted to member municipalities in DEMHS Region 5 and recommended through the Region 5 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 5 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 FAIRFIELD, the Northwest Hills Council of Governments (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 FAIRFIELD has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of TOWN OF NEW FAIRFIELD, 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 FAIRFIELD may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2020 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. The Northwest Hills Council of Governments (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 5 for Federal Fiscal Year 2020.

B. Purpose.

DESPP/DEMHS, the Region 5 REPT, Northwest Hills Council of Governments (Fiduciary), and TOWN OF NEW FAIRFIELD, enter into Part II of this MOA regarding asset(s) for which TOWN OF NEW FAIRFIELD agrees to be the custodial owner, and which are described in the approved 2020 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 Northwest Hills Council of Governments (Fiduciary)

In its role as SAA, DESPP/DEMHS will subgrant funds to Northwest Hills Council of Governments 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 FAIRFIELD may be made after the execution of this agreement and that Appendix A shall be completed accordingly. TOWN OF NEW FAIRFIELD 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 FAIRFIELD.

4. Responsibilities of Custodial Owner

TOWN OF NEW FAIRFIELD 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 FAIRFIELD 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 FAIRFIELD'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 FAIRFIELD shall conform to the manufacturer's recommendations. If appropriate, TOWN OF NEW FAIRFIELD shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of TOWN OF NEW FAIRFIELD 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 FAIRFIELD 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 FAIRFIELD 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 FAIRFIELD 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 FAIRFIELD 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 FAIRFIELD, 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 FAIRFIELD 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 FAIRFIELD 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 FAIRFIELD 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 FAIRFIELD 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	
Emails: regina.rush-kittle@ct.gov and rita.stewart@ct.gov	Phone: 860-685-8531 Fax: 860-685-8902
2. The Point of Contact for <u>TOWN OF NEW FAIRFIELD</u> (Please fill in the following fields)	
Name & Title: Maria Evans, EMD	
Address: 302 Ball Pond Rd.	
Email Address: mevans@newfairfield.org	Phone: 203-312-5723 or 203-648-2 Fax: 203-312-5715

N. Other provisions.

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

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

Northwest Hills Council of Governments

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

MOA 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
Duly Authorized

Russell T. Posthauer, Jr., P.E., President
Steven C. Sullivan, P.E., Vice President
Kerry M. Hanlon, P.G., L.E.P.
Nicholas Yuschak Jr., R.L.A.
Robert Ivancso, R.L.S.



40 Old New Milford Road
Brookfield, CT 06804
tel 203-775-6207
fax 203-775-3628
www.ccaengineering.com
mail@ccaengineering.com



MEMBER CAI-CT

July 20, 2020

Town of New Fairfield
4 Brush Hill Road
New Fairfield CT 06812

Attn: Pat Del Monaco, First Selectman
pdelmonaco@newfairfield.org
203-312-5600

**Re: PFAs Investigation
60 Saw Mill Rd, New Fairfield, Connecticut 06812
CCA Proposal No. 1829-20**

Dear First Selectman Del Monaco:

Based on our understanding of your request, CCA, LLC (CCA) is pleased to submit this proposal to provide professional services in connection with the above referenced project. Included as a part of our proposal are the following sections:

- Scope of Basic Services & Estimated Fees
- Additional Work Items
- Fee Schedule
- Limitations
- Payment Schedule
- Authorization, Work Schedule & Site Access
- Proposal Acceptance and Authorization to Proceed
- Standard/Supplemental Terms & Conditions (Attachment A)

We appreciate the opportunity to present this proposal and trust that it represents a mutual understanding of the services to be performed on this project. Please review our proposal and contact us with any questions you may have. Should you choose to accept this proposal as presented, please sign one copy and return it to us with the indicated retainer, if required. Your signature, as part of acceptance of this proposal, signifies your acceptance of our Standard and Supplemental Terms and Conditions. Please note that due to our insurance company's requirements we cannot commence until such time as a signed proposal and retainer have been returned. Thank you for considering us for your project.

Very truly yours,

Kerry M. Hanlon, P.G., L.E.P.
Project Manager
Enclosure

Russell T. Posthauer, Jr., P.E.
President

SCOPE OF BASIC SERVICES	
Project Understanding:	
<p>In June 2020, CCA sampled drinking water supply wells at and in the vicinity of 60 Saw Mill Road. The sampling was specified in a February 3, 2020 letter from the CTDEEP to the property owner Mr. Richard Johnson issued as a result of potential contamination concerns related to the use of Aqueous Film Forming Foam (AFFF) by the New Fairfield Volunteer Fire Department to suppress a fire at the property in November 2019. The three water supply wells sampled in June 2020 all had detectable concentrations of per and polyfluoroalkyl substances (PFAS). In addition, the sample from the site well had trace amounts of Volatile Organic Compounds (VOCs). The detection of polluting substances in a drinking water supply is considered a Significant Environmental Hazard (SEH) under reportable Significant Environmental Hazard under CGS 22a-6u(c) which requires formal notification to CTDEEP and resampling of the supply wells within 30 days of discovery.</p>	
Scope of Work:	Estimated Fees
<p>CCA will provide all labor, equipment and analytical services required to:</p> <ol style="list-style-type: none"> 1. Sample the water supply wells at 60 Saw Mill Road, 58 Saw Mill Road, 57 Saw Mill Road and 74 Route 39; 2. Arrange for sample analysis at state certified laboratories as follows: <ul style="list-style-type: none"> • Eight (8) PFAs by method 537.1¹ and • One (1) VOC by method 524; and 3. Incorporate the results of the sampling into the letter report of the original sampling. 	
	Labor \$1,700.00 Analytical \$3,000.00 Equipment \$200.00
Total Estimated Cost	\$4,900.00

¹ Each drinking water sample location requires a field blank analyzed as an additional sample.

The estimated fees are based on anticipated conditions, and project billing will be based on services provided and billed in accordance with the hourly fees specified below.

ADDITIONAL WORK:

Any additional work requested will be billed on a time and materials basis and in accordance with the Terms and Conditions. Such additional work will be performed only upon your written authorization to proceed and in accordance with a mutually agreed-upon scope of work that is based upon an additional written proposal presented by CCA as may be required by the client.

Boat Dock Replacement Lock Box

Account # 1-301-4150-700-0000-000

		<u>Balances</u>
<u>Initially Funded</u>		
Fund 301-Recreation Capital-New Fields/Facility	\$ 30,000.00	
Fund 205-Transfer From P&R Self Sustaining Fund	74,286.90	
Fund 301-Recreation Capital-Boat Dock Replacement	105,582.66	
General Fund-Unreserved- 50% of 17/18 Expenditure Surplus	55,475.14	
Beginning Balance	<u>55,475.14</u>	\$ 265,344.70
<u>Fiscal Year 18/19</u>		
Dock Anchoring Engineering & Design (RACE Coastal Engineering)	(38,167.28)	
Other Expenses - PAH Inc.	(1,200.00)	
Add'l From Base Slip Fees (\$150,000 Left in Fund 205) \$200/\$100 Increase	80,075.30	
General Fund-Unreserved- From 18/19 Expenditure Surplus	12,203.78	
Total Fiscal Year 18/19	<u>\$ 52,911.80</u>	
Current Balance		\$ 318,256.50
<u>Fiscal Year 19/20</u>		
Dock Anchoring Engineering & Design (RACE Coastal Engineering)	(21,332.72)	
Other Expenses - Hearst Media	(400.80)	
Increase Slip Fee of \$200 For Boat & \$100 For Jet Ski	31,400.00	
Add'l From Base Slip Fees (\$150,000 Left in Fund 205)	80,075.30	
Total Fiscal Year 19/20	<u>\$ 89,741.78</u>	
Balance as at 6/30/20		\$ 407,998.28
<u>Fiscal Year 20/21</u>		
Add'l From Base Slip Fees (\$150,000 Left in Fund 205)	111,475.30	
Balance as at 6/30/21	<u>111,475.30</u>	\$ 519,473.58
<u>Fiscal Year 21/22</u>		
Add'l From Base Slip Fees (\$150,000 Left in Fund 205)	111,475.30	
Balance as at 6/30/22	<u>111,475.30</u>	\$ 630,948.88
<u>Fiscal Year 22/23</u>		
Add'l From Base Slip Fees (\$150,000 Left in Fund 205)	111,475.30	
Balance as at 6/30/23	<u>111,475.30</u>	\$ 742,424.18
<u>Fiscal Year 23/24</u>		
Add'l From Base Slip Fees (\$150,000 Left in Fund 205)	111,475.30	
Balance as at 6/30/24	<u>111,475.30</u>	\$ 853,899.48
<u>Fiscal Year 24/25</u>		
Add'l From Base Slip Fees (\$150,000 Left in Fund 205)	111,475.30	
Balance as at 6/30/25	<u>111,475.30</u>	\$ 965,374.78
<u>Fiscal Year 25/26</u>		
Add'l From Base Slip Fees (\$150,000 Left in Fund 205)	111,475.30	
Balance as at 6/30/26	<u>111,475.30</u>	\$ 1,076,850.08
<u>Fiscal Year 26/27</u>		
Add'l From Base Slip Fees (\$150,000 Left in Fund 205)	111,475.30	
Balance as at 6/30/27	<u>111,475.30</u>	\$ 1,188,325.38
<u>Fiscal Year 27/28</u>		
Add'l From Base Slip Fees (\$150,000 Left in Fund 205)	111,475.30	
Balance as at 6/30/28	<u>111,475.30</u>	\$ 1,299,800.68
<u>Fiscal Year 28/29</u>		
Add'l From Base Slip Fees (\$150,000 Left in Fund 205)	111,475.30	
Balance as at 6/30/29	<u>111,475.30</u>	\$ 1,411,275.98

Bid for Replace/Repair Dock System BID SHEET

The Town of New Fairfield is accepting sealed request for proposals for the Scope of work to perform the following,

1.0 BASE BID:

The Base Bid shall include the cost of materials, labor and equipment, including overhead and profit plus all applicable taxes and fees necessary to complete the work to the Owner's satisfaction. This includes, but is not limited to, temporary work, submittals, subcontractors, and other efforts required to affect the work. It also includes all materials, labor, and equipment for incidental work associated with the installation of the item, such as hardware, welding, curing and protection, and any other item implicit to the proper installation of the item subject to the acceptance by the Owner. The cost in the Base Bid shall include the quantities reflected in the Bid Documents.

ITEM NO.	WORK ITEM DESCRIPTION	TOTAL COST
1	Obtain Building Permit (including permit fee) if required	\$ ___ N/A ___
2	Mobilization and demobilization	\$150,000
3	Demolition, staging and legal disposal of portions of the existing floating dock marina in accordance with project drawings and specifications.	\$60,000
4	Furnish and install helical anchors and associated hardware in accordance with project drawings and specifications. Work shall include the re-aligning and relocation of the existing docks. Work shall be completed in accordance with project drawings and specifications.	\$150,000
5	Furnish and install elastic rode brackets on existing <u>Dock 2, 3, 4, Main and Transition Dock</u> . Work shall be completed in accordance with project drawings and specifications.	\$35,000
6	Furnish and install mooring hawsers, lines, shackles, and all related components by Seaflex® or approved equal. Connect anchor system to anchors and docks at specified tension. Work shall be completed in accordance with project drawings and specifications.	\$250,000
7	Furnish and install proposed new dock spacers with aluminum framed floating docks with Ipe decking, cleats, rub rails, hinge connections, elastic rode brackets, associated hardware on the <u>Dock 1, Main Dock and Transition Dock</u> . Work shall be completed in accordance with project drawings and specifications.	\$150,000

8	Furnish and install 4' wide x 12' long ADA compliant gangway, transition plate and wear plate by Ravens Marine, Inc. or approved equal. Work shall be completed in accordance with project drawings and specifications.	\$25,000
9	Provide an AutoCAD and hard copy survey prepared by Licensed Land Surveyor and certified to A-2/T-2 standards of the docks and as-built anchor locations at the completion of the Project.	\$10,000
10	SUBTOTAL	\$830,000

Total Base Bid:

I will furnish all labor, material, equipment and services necessary to perform the work required for the Base Bid package in accordance with the bid documents and will take full payment the lump sum price of:

EIGHT HUNDRED THIRTY THOUSAND _____ Dollars (\$ 830,000)

(BIDDER: Fill in the amount in words and numbers. In cases of conflicts between words and numbers, words shall control.)

2. ALTERNATE BIDS:

The Alternate Bids shall include the cost of materials, labor and equipment, including overhead and profit plus all applicable taxes and fees necessary to complete the work to the Owner's satisfaction. This includes, but is not limited to, temporary work, submittals, subcontractors, and other efforts required to affect the work. It also includes all materials, labor, and equipment for incidental work associated with the installation of the item, such as hardware, welding, curing and protection, and any other item implicit to the proper installation of the item subject to the acceptance by the Owner. The cost in the Alternate Bids shall include the quantities reflected in the Bid Documents.

ALTERNATE BID ITEM A-1: REPLACE DOCK 1		
ITEM NO.	WORK ITEM DESCRIPTION	TOTAL COST
Base Bid	Base Bid Total	\$830,000
A-1.1	Change in bid amount to furnish and install new aluminum framed floating docks with Ipe decking, cleats, rub rails, hinge connections, elastic rode brackets and associated hardware on Dock 1 . Work shall be completed in accordance with project drawings and specifications.	\$209,500
ALTERNATE BID A-1 & BASE BID TOTAL		
I will furnish all labor, material, equipment and services necessary to perform the work required for the Alternate Bid Items package in accordance with the bid documents and will take full payment the lump sum price of:		
<p>ONE MILLION THIRTY NINE THOUSAND FIVE HUNDRED Dollars (\$ <u>1,039,500</u>)</p>		
(BIDDER: Fill in the amount in words and numbers. In cases of conflicts between words and numbers, words shall control.)		

ALTERNATE BID ITEM A-2: PORTION OF DOCK 2		
ITEM NO.	WORK ITEM DESCRIPTION	TOTAL COST
Base Bid	Base Bid Total	\$830,000
A-2.1	Furnish and install new aluminum framed floating docks, fingers docks including (6) ADA compliant fingers with Ipe decking, cleats, rub rails, hinge connections, elastic rode brackets and associated hardware on portion of Dock 2 . Work shall be completed in accordance with project drawings and specifications.	\$165,000
ALTERNATE BID A-2 & BASE BID TOTAL		
I will furnish all labor, material, equipment and services necessary to perform the work required for the Alternate Bid Items package in accordance with the bid documents and will take full payment the lump sum price of:		
<p>NINE HUNDRED NINETY FIVE THOUSAND ————— Dollars (\$ <u>995,000</u>)</p>		
(BIDDER: Fill in the amount in words and numbers. In cases of conflicts between words and numbers, words shall control.)		

3. UNIT PRICES:

Unit Prices shall be used for a change in quantity from the Base Bid. The cost in the Base Bid shall include the quantities reflected in the Bid Documents. The cost of a change in quantity for a specific item shall be calculated using the unit prices below. The Unit Price shall include the cost of materials, labor and equipment, sales tax, and overhead and profit necessary to complete the work to the Owner's satisfaction. This includes, but is not limited to, temporary work, submittals, subcontractors, and other efforts required to affect the work. It also includes all materials, labor, and equipment for incidental work associated with the installation of the item, such as hardware, welding, curing and protection, and any other item implicit to the proper installation of the item subject to the acceptance by the Owner.

UNIT PRICE: ADD / DEDUCT				
ITEM NO.	ESTIMATED QUANTITY	WORK ITEM DESCRIPTION	UNIT	UNIT PRICE
U-1	N/A	Helical anchors and associated hardware	Each	\$806 ea
U-2	N/A	Concrete block and associated hardware	Each	\$1,450 ea
U-3	N/A	Seaflex 4020 TSBP and associated hardware	Each	\$1,900 ea
U-4	N/A	Seaflex 2020 TSBP and associated hardware	Each	\$1,400 ea
U-5	N/A	Addition for increase of helical anchor embedment from bidder's assumed design.	Foot	\$_35_/ft.
U-6	N/A	Deduction for decrease of helical anchor embedment from bidder's assumed design.	Foot	\$_35_/ft.