MISSION STATEMENT

The Board of Selectmen, acting as stewards of the Town and agents of the people, will provide services that promote safety; an affordable healthy living environment; and through effective land use and town resources, an economic base that creates jobs and tax assistance to the community while preserving our rural historic character.

TOWN OF HEBRON BOARD OF SELECTMEN REGULAR MEETING (HYBRID) TOWN OFFICE BUILDING – 15 GILEAD STREET

Board of Selectmen Regular Meeting

September 12, 2024, 7:00 PM (America/New York)

Please join my meeting from your computer, tablet or smartphone.

https://meet.goto.com/614757357

You can also dial in using your phone.

Access Code: 614-757-357 United States: +1 (312) 757-3121

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7:00 p.m.

Thursday, September 12, 2024

AGENDA

Time Guideline

7:00 p.m. 1. CALL TO ORDER

7:00 p.m. 2. PLEDGE OF ALLEGIANCE

7:02 p.m. 3. ADDITIONS AND CHANGES TO THE AGENDA

7:05 p.m. 4. PUBLIC COMMENT

This section of the agenda is reserved for persons in attendance who wish to briefly address the Board of Selectmen. The Board requests that a person's comments be limited to a single period lasting three minutes or less. While the Board respects the right of the public to provide comment, this time is not intended for open discussion or a Board response. Residents who wish to request a dialogue should make arrangements to do so through the Town Manager's Office or the Board Chair. (Persons wishing to comment should type "comment" and your name in the chat box and you will be recognized.)

7:10 p.m. 5. GOOD TO KNOW/SPECIAL RECOGNITION

7:15 p.m. 6. APPOINTMENTS AND RESIGNATIONS

a) Library Board of Trustees Appointment

7:20 p.m. 7. TOWN MANAGER'S REPORT

- a) Recent Activities
- b) Correspondence
- c) Town Manager Updates

7:30 p.m. 8. OLD BUSINESS

- a) American Rescue Plan State and Local Recovery Funds Update
- b) Department of Public Works Action Committee Update
- c) Any Other Old Business

8:30 p.m. 9. NEW BUSINESS

- a) Appoint Gilead Hill School and Hebron Elementary School HVAC Project Building Committees
- b) Award Contract for HES and GHS HVAC IAQ Upgrade Assessment Professional Mechanical and Electrical Engineering Firm
- c) Approve Town Clerk's Historic Preservation Grant Application
- d) Approve FFY 2023 State Homeland Security Grant Program Region 3 Memorandum of Agreement
- e) Board of Selectmen Communication Strategy
- f) Draft Agenda for September 26, 2024 Meeting
- g) Any Other New Business

9:00 p.m. 10. CONSENT AGENDA

Consent agenda items are considered to be routine in nature, which the Board may not need to discuss individually and may be voted on as a group. Any board member who wishes to discuss a particular item in this section may request the Chair to remove it for later discussion and a separate vote if necessary.

a) **APPROVAL OF MINUTES**

10.a.1 August 1, 2024 – Regular Meeting

b) **TAX REFUNDS**

9:05 p.m. 11. LIAISON REPORTS

- a) AHM Youth Services Peter Kasper
- b) Hebron BOE Tiffany Thiele
- c) Board of Finance Dan Larson
- d) Land Acquisition Keith Petit
- e) RHAM BOE Claudia Riley

9:15 p.m. 12. PUBLIC COMMENT

9:20 p.m. 13. ADJOURNMENT

TOWN OF HEBRON BOARD OF SELECTMEN REGULAR MEETING SEPTEMBER 12, 2024

APPOINTMENTS AND RESIGNATIONS

Attached is correspondence from the Douglas Library of Hebron Association recommending Kirk Smallidge (D) to fill the vacancy created by the recent resignation of Anne Danaher on the Douglas Library Board of Trustees.

Proposed Motion:

Move that the Hebron Board of Selectmen appoint Kirk Smallidge to the Douglas Library Board of Trustees for a term to run until December 2026.

DOUGLAS LIBRARY OF HEBRON ASSOCIATION

August 26, 2024

Hebron Board of Selectmen Town of Hebron 15 Gilead Street Hebron, CT 06248

Dear Board of Selectmen:

On behalf of the Douglas Library of Hebron Association it is my pleasure to recommend Kirk Smallidge (D) to fill the vacancy on the Library Board of Trustees recently created by Anne Danaher's (D) resignation.

This position on the Library Board is designated as an "Association" spot and the term runs until December 2026. Mr. Smallidge is a current member of the Association and has been involved in the Hebron Community for many years. The Library Association unanimously approved Mr. Smallidge's nomination at our August 22, 2024, meeting.

Thank you for your consideration of Kirk Smallidge's appointment.

Sincerely,

Donna Lanza President

Douglas Library of Hebron Association

CORRESPONDENCE



ANDREW J. TIERNEY TOWN MANAGER

Town of Hebron

Town Office Building
15 Gilead Street
HEBRON, CONNECTICUT 06248
Telephone: (860) 228-5971
Fax: (860) 228-4859

www.hebronct.com

PETER D. KASPER

DANIEL E. LARSON VICE CHAIRMAN

TIFFANY V. THIELE SELECTMAN

CLAUDIA TEJADA RILEY SELECTMAN

> KEITH C. PETIT SELECTMAN

July 30, 2024

Mr. Shawn Covell 39 Townsend Road Andover, CT 06232

Dear Shawn:

As the Town Manager of Hebron, I want to recognize the completion of your probationary period as outlined in the Employee Handbook and confirm your permanent employment with the Town of Hebron as Firefighter/EMT.

You have demonstrated the skills and essential functions of your position in a manner consistent with its requirements.

Congratulations!

Sincerely,

Andrew J. Tierney Town Manager

Amdew 7, Treeur

cc: Board of Selectmen



ANDREW J. TIERNEY TOWN MANAGER

Town of Hebron

TOWN OFFICE BUILDING 15 GILEAD STREET **HEBRON, CONNECTICUT 06248** TELEPHONE: (860) 228-5971 Fax: (860) 228-4859

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PETER D. KASPER CHAIRMAN

DANIEL E. LARSON VICE CHAIRMAN

TIFFANY V. THIELE SELECTMAN

CLAUDIA TEJADA RILEY SELECTMAN

> KEITH C. PETIT SELECTMAN

July 30, 2024

Mr. Brandon Parenti 26 Parker Road Hampton, CT 06247

Dear Brandon:

As the Town Manager of Hebron, I want to recognize the completion of your probationary period as outlined in the Employee Handbook and confirm your permanent employment with the Town of Hebron as Firefighter/EMT.

You have demonstrated the skills and essential functions of your position in a manner consistent with its requirements.

Congratulations!

Sincerely,

Andrew J. Tierney

Town Manager

cc: Board of Selectmen



STATE OF CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION DIVISION OF STATE POLICE

Lieutenant Adam Litwin #064 Commanding Officer

Troop K - Colchester

M/Sgt Shawn Mansfield #078 **Executive Officer**

August 1, 2024

Andrew Tierney Town Manager 15 Gilead Road Hebron, CT 06048

Dear Andrew Tierney,

Total Calls for Ser 7 cm

This correspondence is an effort to keep you apprised of the monthly police services occurring within the Town of Hebron.

During the month of July 2024, the Hebron Resident Trooper, Hebron Constable Officers, as well as Troop K Troopers responded to 91 Calls for Service in the Town of Hebron. Of these Calls for Service, the most notable are:

91	1,102				
	July 2024	YTD			
Accidents	9	57			
Criminal Investigations	10	59			
Burglaries	0	0			
Larcenies	1	7			
Non Reportable Matters	62	734			

Total Calls This Year

21

Motor Vehicle Enforcement*:	July	YTD	
Total Traffic Stops	10	246	
Onsite DUI's	0	2	
Arrests	0	2	
Misdemeanor Summons	0	0	
Infractions	2	17	
Written Warnings	5	88	
Verbal Warnings	3	139	

Respectfully,

Total Arrests

LT Adam Litwin #064

Lieutenant Adam Litwin #064 **Commanding Officer** Connecticut State Police – Troop K



STATE OF CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION DIVISION OF STATE POLICE



Lieutenant Adam Litwin #064 Commanding Officer Troop K - Colchester

M/Sgt Shawn Mansfield #078 Executive Officer

September 3, 2024

Andrew Tierney Town Manager 15 Gilead Road Hebron, CT 06048

Dear Andrew Tierney,

This correspondence is an effort to keep you apprised of the monthly police services occurring within the Town of Hebron.

During the month of **August 2024**, the Hebron Resident Trooper, Hebron Constable Officers, as well as Troop K Troopers responded to <u>151</u> Calls for Service in the Town of Hebron. Of these Calls for Service, the most notable are:

Total Calls for Service	Total Calls This Year
151	1,253

	August 2024	YTD
Accidents	5	62
Criminal Investigations	4	63
Burglaries	0	0
Larcenies	0	7
Non Reportable Matters	97	831
Total Arrests	0	21

Motor Vehicle Enforcement*:	August	YTD
Total Traffic Stops	38	284
Onsite DUI's	0	2
Arrests	0	2
Misdemeanor Summons	1	1
Infractions	2	19
Written Warnings	3	91
Verbal Warnings	32	171

Respectfully,

LT Adam Litwin #064

Lieutenant Adam Litwin #064 Commanding Officer Connecticut State Police – Troop K

> 15a Old Hartford Road Colchester, CT 06415 Phone: (860) 465-5400 Fax: (860) 465-5450



Connecticut Interlocal Risk Management Agency

545 Long Wharf Drive, 8th Floor New Haven, CT 06511-5950 Telephone: 203-946-3700 CIRMA.org

CIRMA Board of Directors

Carl P. Fortuna, Jr. Chairman First Selectman, Old Saybrook

Elinor Carbone Vice Chairman Mayor, Torrington

Jason E. Bowsza First Selectman, East Windsor

Mary Calorio Town Manager, Killingly

Paula Cofrancesco First Selectman, Bethany

Thomas G. Dunn Mayor, Wolcott

Michael Freda First Selectman, North Haven

Matthew T. Hoey III First Selectman, Guilford

Matthew Knickerbocker Town Administrator, Wilton

Rudy Marconi First Selectman, Ridgefield

Edmond V. Mone
First Selectman, Thomaston

Michael Passero Mayor, New London

Lauren Rabin Selectwoman, Greenwich

Brandon Robertson Town Manager, Avon

Herbert Rosenthal Former First Selectman, Newtown

John L. Salomone City Manager, Norwich

Gerard Smith First Selectman, Beacon Falls

Lori Spielman First Selectman, Ellington

Mark Walter Town Administrator, Columbia

David Demchak, ARMPresident & Chief Executive Officer

Mr. Andrew Tierney

Town Manager Town of Hebron 15 Gilead Street Hebron, CT 06248

Re: Congratulations on Your CIRMA Members' Equity Distribution

Dear Mr. Tierney:

Because of the sustained commitment and dedication demonstrated by our community of employees, members, board and committee volunteers, and business partners, CIRMA is better positioned than ever before. CIRMA's Members' Equity Distribution program affirms our financial fortitude and deliberate and disciplined approach to creating member value. The program also underpins CIRMA's long-standing commitment to prioritize the interests and prosperity of Connecticut's local communities over profit margins.

Over the past year, we further distinguished our competitive advantages, disproving the assumption that one insurer is as good or dedicated as another. It remains true that CIRMA is the only provider that returns equity to its members—not shareholders.

As a testament to our commitment to you, we are pleased to present your Members' Equity Distribution check for \$11,233.

Together, we continue to represent resiliency, dedication, service, and empathy. And when you combine the power of our shared community, aligned mission and values, and mutual goals, the results are limitless. We look forward to perpetuating and expanding our shared successes while capitalizing on every opportunity to exceed your expectations over the next year.

Thank you for your valued partnership and for choosing CIRMA. If you have any questions regarding this distribution, please contact your CIRMA Underwriter at 203-946-3700.

Yours in community,

David Demchak, ARM
President and Chief Executive Officer

CIRMA

Carl P. Fortuna, Jr.

Chairman, CIRMA Board of Directors

First Selectman, Old Saybrook

Updated 03/28/24

cc: Ms. Donna Lanza



Insurance on a Mission: CIRMA Returns \$2M Equity Distribution to Members

NEW HAVEN, Connecticut, July, 2024 – Demonstrating its long-standing community-centric governance principles, Connecticut Interlocal Risk Management Agency, CIRMA, will return a substantial \$2M of members' equity to its municipal, public school, and local public agency members. This move underlines CIRMA's long-standing commitment to prioritize the interests and prosperity of Connecticut's local communities over profit margins.

This decision marks nearly \$44 million in equity returned to its members over the past fourteen years, a testament to CIRMA's dedication to its community.

Established in 1980, CIRMA emerged with a vital mission: to address Connecticut's public sector's risk management and risk financing needs at a time when the commercial insurance market had largely abandoned its municipal customers. Guided by this mission, CIRMA has built substantial financial strength and resources over the years, enabling the organization to provide stable and consistent rates and world-class insurance protections and services to its members over the long term.

"The decision to return equity to our members is not merely a symbolic gesture; it reflects a fundamental commitment to shared prosperity and social responsibility. We recognize the interconnectedness of our success with the prosperity of the communities they operate within. By reinvesting in the community, CIRMA further reinforces our commitment to our members. Profitability and social impact are not mutually exclusive but rather complementary objectives," commented David Demchak, ARM, CIRMA President and CEO.

Members utilize their equity distributions in various ways—and at their discretion. Many reinvest funds back into their risk management programs. For example, members may use their funds to build more robust networks, bolster cyber security within their communities, and augment critical safeguards.

"The response from municipality members has been overwhelmingly positive, with many expressing gratitude for CIRMA's commitment to its members. Returning members' equity fosters goodwill and reinforces CIRMA's established reputation as a trusted advocate and responsible corporate citizen," said Carl P. Fortuna, Jr., First Selectman, Old Saybrook, and Chairman, CIRMA Board of Directors.

About CIRMA

CIRMA is Connecticut's number-one municipal risk financing and risk management services provider for Connecticut's public entities. A member-owned and governed agency, CIRMA provides high-quality, tailored insurance for municipalities, school districts, and local public agencies. CIRMA operates competitive Workers' Compensation and Liability-Auto-Property pools and exclusively provides holistic claims services and risk management solutions to the Connecticut public sector.

Kathleen Callahan 53 Burnt Hill Road Hebron, CT

Mr. Peter Kasper, Chairman

Board of Selectman

Town of Hebron

Connecticut

Dear Mr. Kasper,

On reading the Rivereast News Bulletin, I noticed on August 20, a Special Meeting has been called. Number 2 on the agenda: Acceptance of the donation of the Yaps Property, 56 Church Street for open space purposes.

Everett became a dear friend, and when visiting him, he would oftentimes share how he and his beloved wife Wendy loved the property so much. They gave it the name "Windsong", and felt as though for 60 plus years of marriage they, were living in "a little bit of heaven".

He would be very proud of the day, August 20, 2024.

Hopefully hikers and lovers of nature will enjoy the serene property as they did. The town is blessed to own it as Everett and Wendy intended.

Respectfully,

Kathleen Callahan Callahan

AUG 1 9 2024

TOWN OF HEBRON



August 30, 2024

712 Brook Street, Suite 103, Rocky Hill, CT 06067 Tel: 860.513.1473

Peter D. Kasper Chairman Selectman Town Office Building & Horton House 15 Gilead Street Hebron, CT 06248

Re:

Notice of Permit Application Blackledge Country Club 180 West Street, Hebron, CT

Dear Selectman Kasper:

Weston & Sampson Engineers, Inc. (Weston & Sampson) is providing this notification on behalf of Blackledge Country Club for submittal of an application to the Connecticut Department of Energy and Environmental Protection (CTDEEP) to RENEW the existing Water Diversion Permit (the Permit) for irrigation-water sources, issued on January 4, 2000. In accordance with Section 22a-6g of the Connecticut General Statutes, applicants must notify the chief elected official of the municipality in which the regulated activity is proposed. A copy of the legal notice for this application, published in the August 30, 2024 edition of Rivereast News Bulletin, is attached for your records.

The Blackledge Country Club has operated on their property in Hebron, Connecticut since 1963, which since 2000 has included two 18-hole golf courses. The current irrigation-water sources include surface water stored in three onsite ponds and groundwater from one bedrock well. The diversion of surface water and groundwater is authorized by the Permit, which is set to expire on January 4, 2025. The Club is submitting an application to RENEW the Permit with no modifications.

If you have any questions or require additional information, please contact Corey Hedges at 860-616-6604.

Sincerely,

WESTON & SAMPSON ENGINEERS, INC.

Corey Hedges Project Geologist

Senior Technical Leader - Hydrogeology

\\wse03.local\\wSE\\Projects\\Private\\Golf Course\\Blackledge Country Club\\008 Permitting\\Application\\Att AC. Hebron Selectman Letter.docx

Notice is hereby given that Blackledge Country Club, Inc. (the "applicant") of 180 West Street, Hebron, Connecticut will submit to the Department of Energy and Environmental Protection (DEEP) an application under Connecticut General Statutes Section 22a-369 WATER DIVERSION for a permit to divert

Specifically, the applicant proposes to RENEW their existing Water Diversion Permit, with no modifications, to reauthorize

potential to affect an unnamed tributary to the Blackledge Rivi

and an unnamed tributary to Daniels Brook, however, this

diversion has been authorized by the DEEP and in operation since September 1998 without reported impacts.

Interested persons may obtain copies of the application from Blackledge Country Club, 180 West Street, Hebron, Connecti-

cut, 06248; telephone 860-228-0250; Attn: Chris Anderson. Please call in advance to confirm copies of the application are

groundwater from one bedrock well to irrigate the 36-hol golf course. The proposed activity will take place at 180 West Street, Hebron, Connecticut. The proposed activity has the

withdrawal of surface-water from three onsite po

EMPLOYMENT

E1/E2 ELECTRICIAN WANTED: Full time work. Available for pos-sible overtime work nights and weekends OSHA 10 required Clean driving record.
Responsible, clean, neat, and works well with others. Pay & benefits discussed at interview. Send resume to higginsentinc@sbcg-lobal.net.

HELP WANTED, LOCAL BUILDING COMPANY: looking for help for a growing business. Experience preferred but will train. Dependable, enthusiastic individual. Must have transportation and tools. Compensation will be based on experience.

TOWN OF HEBRON ASSISTANT TO ASSESSOR-REVENUE COLLECTOR

The Town of Hebron is seeking candidates to fill the full-time position of Assistant to Assessor-Revenue Collector. Responsitites include assisting the Revenue Collector in the billing a collection of current and delinquent taxes including real estate. motor vehicle and personal property taxes as well as sewer use and assessment, and revenues from all other departme use and assessment, and revenues from an order department. This position is also responsible for assisting the Assessor with implementing policies and procedures to determine proper valu-ations of land, buildings, improvements, and all tanglib personal property and motor vehicles located within the corporate limits of the town. Must have a working knowledge of the rule, regulations, policies and procedures pertinent to Town of Hebron and the State of Connecticut tax assessment and collection regulations and statutes. The successful candidate should have strong computer skills and must be able to work with the rubblic strong computer skills and must be able to work with the pub Familiarity with Quality Data software is preferred. Starting sa strong complete savils and must be allow own, with the public. Familiarity with Quality Data software is preferred. Sarting salary range is \$60,000 to \$65,000 DOE plus generous benefit pack-age. Please send resumes to Andrew Tierney. Town Manager. Town of Hebron. 15 Gilead Street, Hebron. Connecticut (60348, Resumes will be reviewed as received; position remains open until filled. For more details visit http://liebtonct.com/employment. The Town of Hebron is an equal opportunity employer.

MECHANICAL ESTIMATOR

Empire State Piping Co., Inc. is looking for a Mechanical Estimator.

Must be familiar with the QuickPen Estimating System. We need candidates with excellent communication and organizational skills and have meticulous attention to detail. Your responsibilities will include analyzing mechanical blueprint drawings and specifications, preparing accurate material and labor estimates.

Salary is negotiable based on experience and we offer and enticing benefits package including paid vacation, holidays, employer funded HRA, medical & dental insurance and a generous matching 401K plan. Upon successful completion of the 30-day probationary period, these benefits will become available.

To apply, please email your resume to alicia@empirestatepiping.com



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WANTED

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background from Poland. CNA 10 plus years of experience in CT. Looking for shift with elderly. Days or night available. Any type of payment excepted. Call Elizabeth 860-815-1544.

able. Apply in person.

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portation. Local w Call 860-608-8376.

860-716-1227

WANTED TO BUY: All antiques; toys, military, watches, advertising, jewelry, coins, clocks, signs, all musical instruments, guitars, saxophones, keyboards, trumpets, amplifiers trumpets, amplifiers, accordions, vintage electronics, hi-fi stereo, amplifiers, pro-audio, radios, ham equipment, tube type equipment, plus more. 1 item or entire estate, Call 860-707-9350.

WANTED TO BUY: anv old photos, postcards, bells, etc. related to East Hampton, Cobalt, Middle Haddam, CT. Call Jay 860-267-9074.

CLASSES: starting soon. Offering Puppy Kindergarten, Basic soon. Offering Puppy Kindergarten, Basic Manners/What Rescue Dogs Need and Want; CGC/Therapy; Agility. Over 25 years experi-ence. Michelle Larson. Paws-N-Heel DTC 860 267-6040 naws-n-heel dogtraining.com.

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Other makes, running or not, crashed ok. Will take other makes and models. Free pickup. Call any time:

203-600-4431

DOG OBEDIENCE

ment of Energy and Environmental Protection, Water Planning and Management Division, 79 Elm Street, Hartford, CT 66106-127, telephone 860-424-3020, from 8:30am to 4:30pm Monday through Finday, Please call in advance to schedule review of the application.

New Beginnings for Life is a smaller company with a big heart that cares for individuals with intellectual disabilities. We are seeking kind, patient, and passionate candidates to join our team. We have individuals who need care and companionship in Colchester and surrounding towns. We have great benefits, and the rate of pay is \$17.25 per hour. For our day support program, which is from 8am-4pm and 2pm-

5pm, the towns are in Salem, Groton, Hebron, Lebanon, Higganum, East Haddam, New London, Norwich, East Hampton, Colchester. For our group home positions we have Monday-Sunday open second and third shift which is 3pm-11pm and 11pm-7am. These positions are in Colchester.

If you are interested in becoming a part of our team, please feel free to call us and ask for more information at 860-531-9426

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If you are a compassionate and responsible individual who would like to join our super friendly dental team, please forward your resume to thecdg@sbcglobal.net or mail to: Colchester Dental Group, PO Box 193, Colchester, CT 06415

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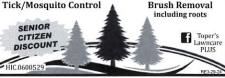
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TOWN OF HEBRON BOARD OF SELECTMEN REGULAR MEETING SEPTEMBER 12, 2024

AMERICAN RESCUE PLAN STATE AND LOCAL RECOVERY FUNDS UPDATE

Attached is an updated ARPA status report. The current balance of funds in reserve is \$40,371. The Town Manager has conducted a thorough review of all outstanding projects with the Department Heads and all approved projects are moving forward.

State and Local Recovery Funds American Rescue Plan ARPA PROJECT STATUS REPORT

TOTAL FUNDING RECEIVED

\$ 2,812,714

APPROVED PROJECTS

Date Approved Priority	Project Description	Responsible Department	Original Approval	Revised Amount	Current Balance	Final Expense	Status/Disposition
7/21/2022	Security Measures - Town Buildings	TM	143,000		143,000		Alarm work in process/site visits conducted 5/1 & 13/2024/Order placed 8/2/2024
7/21/2022	Vandal-Proof Surveillance Cameras - Veteran's	TM/P&R	12,000		12,000		Working with vendor/Order placed 8/2/2024
9/1/2022	Cyber Threat Assessment and Security Measures	TM	25,000		13,084		Assessment & Tabletop complete/Hardware purchased/Order placed 8/2/2024
1/19/2023	Implicit Bias Training Town Employees/Elected Officials	TM	5,000		3,800		Training conducted Nov 6 & 8, 2023/more to be scheduled
		_					
7/21/2022	Skate Park Veteran's	P&R	145,000	331,000	328,600		P & R Subcom working on this with designer/demolished/to PZC and RFP to be done/Increase 6/6/24
7/21/2022	Pickle Ball Courts (3)	P&R	65,000	118,000	96,285		P & R working on this \$ adj 8/3/23, survey complete, PZC approved 5/28/24, started field demo, RFP issued 9/4/2024
7/21/2022	Dog Park	P&R	50,000	93,000	93,000		To be located at Burnt Hill Park/Funding increased 6/5/2024/Alternate location Kinney Road property
5/8/2023	P & R Field Lighting (Veteran's baseball field)	P&R	250,000		249,749		Regulation amendment approved 4/23/24, in process special permit app, then RFP
4/18/2024	P & R Field Upgrades Burnt Hill Park Baseball Field	P&R	62,406		62,406		RFP to be issued
		_					
7/21/2022	Pendleton Drive to Library Pedestrian Sridge - Town Match Engineering	P&D	101,886	161,886	104,041		STEAP Grant, completing plans, Cons/PZC approved, bid awarded 8/1/24
7/21/2022	Peters House - ADA Parking/Ramp and Structural	P&D	100,000		98,708		Working w/ Preservation CT and SHPO
3/21/2024	Horton House Maintenance	P&D	81,500		81,600		RFP to on-call architects/contract signed 5/28/24/assessment 6/12/24/draft report received
9/1/2022	Active Shooter Training and Police Vehicle/Classroom Toolkits	PD	20,000	45,000	10,545		Increased 5/8/2023 STB and other materials on order for RHAM, HBOE and Town
1/19/2023	Police Accreditation	PD	28,000	,	3,122		PowerDMS 3 years/ Accreditation Officer
1/15/2023	I Augh Weit Amenday		,		-,		
7/21/2022	Old Town Hall Building Maintenance/Repairs - Paint/Windows/Study	HHS	25,000	82,200	20,700		Adjusted 5/8/2023 - Contracted - Deposit Made - Work started 4/24/24
1/19/2023	Hebron Historical Society Ancient Cemetery Repair/Maintenance (5) Cemeteries	HHS	100,000	50,000	38,800		Adjusted 5/8/2023/Contract signed for gravestone repairs 5/9/24/ P & R and DPW to work with HHS on tree removal
2/ 13/ 2023	The or reasonal action of the second of the			,			• • • • • • • • • • • • • • • • • • • •
7/21/2022	CERT Vehicle Replacement (pre-owned) or Refurbish	EM	115,000		23,834		Vehicle Received 8/2024/Vehicle currently being equipped
.,,			•				
7/21/2022	Martin Road Reconstruction Engineering	DPW	25,000		1,450		LOTCIP Grant/Partial Town Match/In design process/Construction 2026
5/16/2024	DPW Radios	DPW	30,917		30,917		Ordered/Installation in Progress 7/22/24/95 % complete
7/21/2022	Gilead Hill School Playscape	HBOE	120,000		45,575		Order placed - playscape ready, need site plan and PZC approval/reviewing landscape architect and engineer site plan
•							
7/21/2022	Green Committee Funding Special Projects	GC	25,940		4,087		Twin bins & Transfer Station signs purchased, bike racks Installed at Raymond Brook Preserve and Grayville Park, TOB to be installed
			1,904,949				

State and Local Recovery Funds American Rescue Plan ARPA PROJECT STATUS REPORT

COMPLETED PROJECTS

Date Approved Priority	Project Description	Responsible Department	Origina! Approval	Revised Amount	Current Balance	Final Expense	Status/Disposition
representations;	region branch parall	- open on one	Prippi oral	741100110	Datonec		ammi pipamati
7/21/2022	Police Vehicle w/ MLPR	PD [97,125	77,206	0	60,206	Complete - Vehicle purchased, MLPR removed 9/21/2023
7/21/2022	Fire Department Marine	FD	23,000		0	22,970	Complete
7/21/2022	Fire Department Battery Operated Rescue Tools	FD	50,000		0	52,039	Complete
7/21/2022	HAMR Softball Field Veteran's	P&R	20,000		0	18,940	Complete
7/21/2022	Construction Fire Co # 1 Ambulance Bay Expansion/Engineering/Design	FD/PBC	100,000	161,100	0	22,100	Project Closed - Round 2 Adj 2/2/23 & 8/3/23 Blds rejected, Project Removed from ARPA 12/7/23
7/21/2022	AHM HVAC System Upgrade	AHM	55,000		0	55,000	Complete
7/21/2022	EV Charging Stations (TOB, SC, BHP)	TM	33,000	39,000	0	39,000	Complete
9/1/2022	Hebron Interfaith Human Services (HIHS) Food Pantry Support	HIHS	10,000	20,000	Œ	20,000	Complete - Additional funding approved 5/2/2024
9/1/2022	Police Vehicle	PD .	80,000		0	66,345	Complete
9/15/2022	WPCA Sewer System Improvements	WPCA	82,140		0	82,140	Complete
1/5/2023	ACO Vehicle (pre-owned)	ACO	10,000		0	9,000	Complete
2/16/2023	Fence Between Library and Legion	P&D	7,500		0	7,447	Complete
2/16/2023	CoDE Support for Juneteenth Event	TM	4,000		0	4,000	Complete
2/16/2023	Hebron Elementary School Gym Floor	HBOE	264,800	75,900	0	75,900	Complete - Adjusted 5/8/23 Repair not replace
5/8/2023	The Town Center Project (TTCP) Storage Shed	TTCP	30,000		0	24,000	Complete
5/8/2023	Fire Department Turnout Gear	FD	40,000		0	40,000	Complete
1/19/2023	Gull School Roof	P&D	20,000		0	19,825	Complete
7/21/2022	Playscape Veteran's	P&R	150,000	153,450	0	153,450	Complete
8/2/2022	Contribution Toward Emergency Generator for Stonecroft Housing	TM	70,000	84,000	0	84,000	Complete
4/4/2024	Fire Department Active Shooter Tactical Gear	FD	13,600		0	13,600	Complete
3/21/2024	Police Department Tasers (five year purchase agreement \$25,800)	PD	16,081	27,299	0	27,299	Complete
7/21/2022	Virtual Meeting Room Conference Equipment (Library & TOB)	TM _	65,000	66,338	0	66,338	Complete
						963,599	

ARPA FUNDING STATUS

COMPLETED PROJECTS	963,599
APPROPRIATED FUNDS	1,904,949
ACCRUED INTEREST FY 23-24	96,205
REMAINING ARPA FUNDS TO BE HELD IN RESERVE	\$ 40,371
	 0.040.744

AHM: Andover Hebron Marlborough Youth Servcies

ACO Animal Control Officer

HBOE Hebron Board of Education

DPW Department of Public Works

EM Emergency Management

FO Fire Department

GC Green Committee

HHS Hebron Historical Society

HIHS Hebron Interfalth Human Services

P&R Parks and Recreation

P&D Planning and Development

PD Police Department

PBC Public Building Committee

TTCP The Town Center Project
TM Town Manager's Office

WPCA Water Pollution Control Authority

State and Local Recovery Funds American Rescue Plan ARPA PROJECT STATUS REPORT

	Approved	by Town Attorney Awaiting BOS Approval Hebron Historical Society - Old Town Hall Restroom/Accessibility Peters House Renovation/Restoration 3D Printers for Douglas Library		125,000 50,000 2,798	Need more informati	on
	Elîgîble Pro	ajects Declined by BOS/Town Manager				
		Support for Local Small Businesses	Removed from consideration	ın 1/19/2023		
		Green Committee: Bike Racks - (include in already approved HGC request)		3,000	Instructed Green Con	nmittee to use already approved funds
		EV Charging Stations - Locations TBD		TBD		
		Winter Heating Assistance		25,000	5/8/23	Funding was restored by State
		Beautify Veterans Memorial Route 85/66 - Trees/Bushes		600	5/8/23	Funded by HFPG Community Fund
7/21/2022	20	Trail Repairs		12,000	Removed 8/3/2023	
		Fire Department UHF Radios (Fire Marshal)		5,023	Funded from Fire Dep	partment Budget
		Document Storage Review - Horton House		4,600	Funded from FY 23-2	4 Operating Budget
		Hebron Green Parking Lot Improvements		50,000	STEAP Grant Receive	d
7/21/2022	7	Senior Center Generator Switch Gear/Connection		14,000	Will be in CIP Budget	-Used generator oversized and not good fit for location closed 1292024
		Land Acknowledgement Plaques (CoDE)		\$ TBD	removed from consid	deration 4/18/24
		Collins: GHS Water System		\$ TBD	Tentative Attorney A	pproval - removed from consideration 4/18/24
		Collins: Fund for Affordable Home Ownership		\$ TBD	Tentative Attorney A	pproval - removed from consideration 4/18/24
9/1/2022		Wall Street Sidewalk Project	TM/P&D	146,000	Bid Awarded/Signed	Contract/Construction in Spring/Summer 2024 - Funded w/ Grant and CIP
2/16/2023		Hebron Center Signage (wayfinding and community event) Design & Const.	P&D	45,000	LADA preparing design	n/working on DOT approval Inc 4/4/2024/ removed 6/6/2024
, ,		P & R Trail Development		80,000	Removed from consi	deration 6/6/2024
		Grayville Road Bridge		150,500	Funded through a Su	pplemental Appropriation from UFB FY 24-25

Obligate Funds by December 31, 2024 Spend Funds by December 31, 2026

TOWN OF HEBRON BOARD OF SELECTMEN REGULAR MEETING SEPTEMBER 12, 2024

DEPARTMENT OF PUBLIC WORKS ACTION COMMITTEE UPDATE

Attached is correspondence from the Department of Public Works Action Committee regarding recommendations for moving the project forward. Richard Steiner will be in attendance to provide detailed information and respond to questions.

DEPARTMENT OF PUBLIC WORKS ACTION COMMITEE TOWN OF HEBRON 15 GILEAD STREET HEBRON, CT 06248

August 20, 2024

Mr. Andy Tierney Town Manager Town of Hebron 15 Gilead Street Hebron, CT 06248

RE:

Public Works Facility-Old Colchester Road

Dear Andy:

This letter is issued at the direction of and behalf of the DPW Action Committee. At our meeting last night much of the discussion centered around two key matters which, at this juncture, are critical and require that decisions be made and direction provided.

The first explored the potential impacts and consequences of attempting to undertake the construction of a new facility on the Old Colchester Road site while the Department of Public Works attempts to conduct their normal day-to-day operations. With the assistance of Town Staff and Committee members, an alternative plan has been devised that will mitigate many of the potential risks by having Public Works temporarily vacate the site during the construction process.

The other matter deals with the Town considering removing the DPW from being responsible for having to handle and transport municipal solid waste and recyclables. Both the PBC and now the DPWAC have become increasing aware of towns and cities in the state that have moved to have this service provided by an outside vendor and as a result are now benefiting from having made the change.

The unanimous conclusion by the Committee was to strongly recommend that both be acted on favorably. The Committee has requested that I make myself available to attend a Board of Selectmen's meeting to make a presentation that would further elaborate in greater detail that these courses of action would be in the best interest of the Town.

If you have any questions or comments, please feel to contact me, or any member of our committee.

Richard B. Steiner Recording Secretary

Cc: Committee Members

DEPARTMENT OF PUBLIC WORKS ACTION COMMITTEE

MEMO

TO:

Board of Selectmen

Town Manager-Andrew J. Tierney

FROM:

Richard Steiner

Recording Secretary

RE:

Project Progress Update

DATE:

September 12, 2024

EXECUTIVE SUMMARY

The DPW Action Committee has requested that I provide an update on our progress regarding work that we have accomplished to reconstruct a new public works facility on the existing Old Colchester Road site.

The Committee has completed the draft Request for Qualifications (RFQ) that will solicit responses from design firms that have had experience in planning and overseeing the construction of similar projects. The goal is to issue this document no later than the middle of October for the Committee to remain on schedule.

However, there are two open items within the RFQ that the Committee is offering recommendations on but require approval by the Board of Selectmen.

The first is that the Public Works operations be vacated from the existing site and relocated elsewhere within the town during the construction.

Since 2013, there have been many conceptual plans that have been developed for the existing site. However, none of them explored how the new construction would be able to be undertaken while at the same time Public Works proceeds with their day-to-day operations. Subsequent input from construction firms and design professionals strongly recommended that the site operations be relocated or reassigned during that period. The benefits that this would afford would be greater safety for employees and residents, minimal disruptions, a shorter construction schedule, lower overall construction costs, and greater bidding participation from design professionals and contractors.

The other recommendation is that the handling and hauling of Municipal Solid Waste (MSW) and recyclables be assigned to an outside vendor. We recognize that further assessment will need to be conducted by town staff to determine the financial implications of such a change. Aside from determining the costs of the vendor, the analysis should include the labor, material, equipment and insurance costs incurred by Public Works as it relates to providing this service. It is also important to note that MSW, Recycling and Bulky Waste at the existing cramped site occupy much of the available land. The rules and regulations that will govern a new Public Works facility will require that even more space be provided for those operations.

Appended to this Executive Summary is more detailed information in support of the Committee's two recommendations.

DEPARTMENT OF PUBLIC WORKS ACTION COMMITTEE

PRESENTATION TO THE BOARD OF SELECTMEN

SEPTEMBER 12, 2024

OLD COLCHESTER ROAD

IMPACTS OF NEW CONSTRUCTION ON DPW OPERATIONS AND ALTERNATIVE RECOMMENDATIONS

Presenter: Richard Steiner

Presenter's Professional Background: Senior Project Manager and Project Executive in the Building Construction Industry. Worked for two of the largest General Contractor/Construction Management firms in Connecticut.

Some Roles and Responsibilities: Worked with clients to generate viable construction sequencing plans, also referred to as "phasing plans," when they had the need to add or renovate their existing buildings or create new structures. Those plans would minimize the disruptions to their day-to-day operations, while maximizing the safety for their personnel and visitors and allowing the construction to proceed in a logical, productive and efficient manner.

Types of Projects:

- Hospitals
- Nursing Homes
- Factories
- Medical Office Buildings
- Medical Laboratories
- Office Buildings
- Municipal Buildings
- Schools

At Least Five (5) Requirements for Effective Construction Phasing Plans

- Safety-For Construction Workers but most importantly the client's Personnel, Visitors and Guests. There needs to be ongoing physical separation between the client and the construction personnel.
- Minimal Disruptions to client's operations while at the same time allowing the Construction to proceed in an orderly, deliberate and planned fashion.
- **Swing Space-Land or Building Space** Availability that the client can use to operate from while new work is being put into place.
- Construction Schedule and Construction Activities must be as linear as possible. There is an old axiom in construction that says that "you want to pay for real estate only once."
 - The goal of a phased construction project is to avoid having to come back into a previously worked phase to undertake and complete major unfinished construction work.
- Economically Feasible for the Client-With any phased construction project
 there are additional financial implications to the client, i.e., in having to work
 around the construction. For example, having to move operations out of the
 way of pending construction activities and then having to move them back as
 space is turned back to the client.

JANUARY 2024

I reviewed all of the previous conceptual plans generated by the various design consultants that were generated starting from 2013. There were at least ten plans, and none of them addressed how to undertake the construction work while the DPW continued their day-to-day operation.

I reviewed my notes and emails from other GC/CM's and Design Professionals from whom I sought input, advice, and recommendations from the beginning of 2015. They all had worked on either the construction or design of new Public Works facilities.

The following are their candid and blunt assessments of attempting a phased construction project at the Old Colchester Road Site:

Old Colchester Road Site-Issues and Concerns with Multi Phased Construction of a New DPW Facility While Existing Operation Continue

IMPACTS:

DPW Personnel and Staff

- Exposed to Greater Safety Risks with heavy equipment, deep excavations, construction vehicles entering and exiting Site, etc.
- Oversized and Heavy Equipment-Not only will there be the Contractors that will be traversing the site with heavy and large equipment, but there will also be the DPW that as part of their normal operation will be operating equipment of the same size.
- Interruptions and Disruptions to the efficient and timely accomplishment of the Normal Tasks
- Added cost to the DPW for moving and relocating then moving parts of their
 operations out of the way of the ongoing construction and having to move them
 back, possibly multiple times
- Most of the time, Construction Activities will Segment the Site making the DPW's motor vehicle and personnel traffic difficult or impossible
- Town's Risk Manager would be extremely concerned about the ability to provide a constant and ongoing safe site and work areas for DPW Personnel

Town Residents

- Exposed to Greater Safety Risks with heavy equipment, deep excavations, construction vehicles entering and exiting site, etc.
- Most of the time, Construction Activities will Segment the Site making vehicular and resident pedestrian traffic difficult or impossible
- Town's Risk Manager would be extremely concerned about the ability to provide a constant and ongoing safe site for the visiting Town Residents

Architects and Related Design Professional

- Potential Firms would be less likely to submit proposals for the design work given the complexity of developing workable phasing plans.
- Design Firms that would submit would add costs to their fee proposals as a phased project would run longer and it would require multiple drawings and narratives to map each of the various phases.

Bidder Interest-General Contractors and Subcontractors

- Potential Firms would be less likely to submit Bids for the work because of the complexity of having to place the work based on a multi-phased construction plan.
- General Contractors and Subcontractors that would submit bids would add costs to their proposals as the project schedule would run longer. Since there

- would be multiple phases, construction work would <u>not</u> be undertaken in a linear and totally efficient manner.
- **Potential For Impacts to Schedule-** Given the number of construction phases, there is a greater risk of the schedule being impacted. This could open the Town to delay claims by the Contractor(s).
- Delay Claim example: The Sitework and Electrical contractors are installing underground conduits and run into mass of black gooey material. The work would have to stop, and the material would have to be tested and analyzed. It is determined that the material is a combination of asphalt, covered in petroleum waste products and containing heavy metals and PCB's. The environmental consultant conferred with DEEP on how to handle the issue which takes in excess of three weeks to resolve. On this phased project, the electrical contractor had little or no other options to move his work crews to continue their contract work. They ultimately demobilized off the site as there was no other place to work at that point. The general contractor had a tough time getting them back on site when needed. The electrical contractor ultimately submitted a Delay Claim. They cited that there has been an increase in their general conditions and (GC's-on-site personnel costs) and general requirements (GR's-Office trailer, phones, etc.), because the schedule had to be extended. They also asserted that they lost productivity in having to stop and wait for the answer on the subsoil condition.

General Contractor Retained to Perform Work

- On a regular and routine basis, they would be constantly moving and relocating construction barrier fencing and adding and moving soils and erosion measures
- Conflicts would arise between the DPW's Operational needs and Contractor's ability to work in an efficient and sequential manner.
- Reduced on site storage and "lay-down" areas due to the DPW's on site presence and the extensive requirement of Soils and Erosion preventive measures, i.e., hale bales, check dams, silt fencing, retention basin(s).

In early **April**, I began a series of meetings with the following Town Staff to review the prospect of undertaking a phased construction project at the Old Colchester Road.

Participants:
Rose Betz-DPW
Paul Forrest-DPW
Richard Steiner-DPWAC
Craig Bryant-Parks and Recreation Department
Matt Bordeaux-Hebron Town Planner

At that first meeting, I shared Town staff the afore mentioned issues and also noted that the Board of Selectmen's charge to the DPWAC amongst other things "was to think outside

of the box." At some point, someone suggested trying to come up with a plan to vacate the site as much as possible to accommodate much more of a safer, more cost effective and linear construction process.

Identified eleven (11) key operations of the DPW that would need to be relocated or reassigned.

RECOMMENDATIONS: Temporarily Relocate and Reassign DPW's Operations

- 1. Office Space
 - a. Relocation
 - i. Options
 - 1. Town Office Building
 - 2. Horton House
 - 3. Fire House #2
- 2. Truck Parking Areas
 - a. Relocation
 - i. Options
 - 1. Burnt Hill Park
 - 2. There are two other options that are also being pursued
- 3. Mechanics Work Areas
 - a. Relocation
 - i. Options
 - 1. Burnt Hill Park Operations Building
- 4. Routine Repair Work
 - a. Relocation
 - i. Options
 - 1. Burnt Hill Park-Operations Building.
- 5. Equipment Storage Areas
 - a. Relocation
 - i. Options
 - 1. Rented Warehouse Space
 - 2. There are two other options that are also being pursued
- 6. Refueling Station
 - a. Relocation
 - i. Options
 - 1. Burnt Hill Park
 - 2. There are two other options that are also being pursued
- 7. Waste Oil and Antifreeze

- a. Relocation
 - i. Options
 - 1. Burnt Hill Park
 - 2. There are two other options that are also being pursued
- 8. Swap Shack
 - a. Suspension
 - With the DPW Personnel dispersed throughout the town during the construction process, it would be required to suspend this operation in the interim.
- 9. Dog Pound
 - a. Reassignment
 - i. Options
 - The Town Manager's Office has indicated that they have several viable options that can be pursued as the project gets closer to getting underway
- 10. Salt Shed
 - a. Maintain
 - i. Options
 - The existing Salt Shed would remain operational at the
 existing site while the new one is constructed. Upon
 completion the existing salt shed would be removed from
 the site. The construction schedule would be planned as to
 maximize the DPW's unfettered access to the Salt Shed
 during the winter months
- 11. Transfer Station-Municipal Solid Waste (MSW), Recyclables, and Bulky Waste
 - a. SPENT THE MOST TIME IN COMING UP WITH A VIABLE OPTION-4 MONTHS
 - b. Relocation-Temporary
 - i. Need for a Site
 - ii. Formal Plans Submitted for Approval to DEEP
 - iii. DEEP Review period could be lengthy
 - iv. Needs to be Constructed meeting all Requirements as a Permanent Operation
 - v. Would have to restore site to its previous condition
 - vi. Extremely Costly
 - c. Reassignment-Recommendation
 - i. Options
 - 1. Curb Side Pickup
 - a. MSW-Every Week
 - b. Recyclables-Every Other Week
 - c. Bulky Waste
 - i. Call for Pickup
 - ii. Bulky Waste Dropoff Scheduled Events

iii. Pre-established dates during the year

- 2. Solicitation of Competitive Bids-Services Provided By:
 - a. Casella-See attached for additional information
 - b. All Waste
 - c. USA Waste
 - d. Waste Management

RESULTS AND THE BENEFITS:

DPW Personnel and Staff

- The existing site would only be used to store and distribute sand/salt during the winter months.
- Construction schedule would have all significant activities begin once the threat of winter weather has passed.
- Construction schedule would dictate that the new garage and salt shed be completed in advance of the onset of the upcoming winter.
- Exposure to safety risks would be significantly reduced.
- Interruption and disruption to the efficient and timely accomplishment of normal tasks would be reduced

Town Residents

No safety risk as they would have no need to be onsite

Architects and Related Design Professional

- Potential firms would be more likely to submit proposals for the design work given that the only things that they would have to design around would be the existing Salt Shed.
- The proposed fees from design firms would be less as they would not be required to spend time developing plans that reflected a phased construction process.

Bidder Interest-General Contractors and Subcontractors

- Potential firms would be more likely to submit bids for the work given that they
 would only have to plan their work around the existing Salt Shed.
- General contractors and subcontractors would be more interested in submitting bids as the project schedule would be more linear and would be shorter than a phased project.
- If there was a site issue, both the general contractor and subcontractors would effectively have the whole site to themselves. Therefore, they could switch gears and move some place on site to work.

 Given that there would be no construction phases, there would be a significantly lesser risk of the schedule being impacted which would mitigate the risk of delay claims by contractors.

IMPACTS OF DPW HANDLING AND HAULING THE MUNICIPAL SOLID WASTE (MSW) AND RECYCLABLES TO A REGIONAL TRANSFER STATION

- Transfer Station Personnel-Although the Transfer Station is open to residents four
 days a week and tended to by Public Works employees on those days, they also
 devote some of their time on the other three days of the week in support of those
 operations. That includes readying both the compactors and bulky waste
 containers for the operational days and hauling the dumpsters to the regional
 transfer station. As a result, Public Works personnel are not available during those
 times to address infrastructure projects.
- Liability Exposure-If in the process of the Town transporting a dumpster there is an
 inadvertent leak of liquids or dispersal of waste materials, the Town would be
 responsible for all clean-up costs and other associated costs.
- Environmental impacts-There is a significantly more amount of greenhouse gas
 emissions from residents driving to and from the Transfer Station as compared to
 an outside vendor providing curbside pickup.
- Available Land at Existing Site-At the existing Old Colchester Road Site, MSW, Recycling and Bulky Waste occupy much of the available land. The rules and regulations that will govern a new Public Works facility will require that even more space be provided for those operations.
- Ongoing Operational Costs-Maintaining the handling and hauling of both MSW and Recyclables will require ongoing operational costs including utility costs for the compactors, repairs and maintenance of the compactors, and the truck that accommodates the roll-off dumpsters.

BENEFITS OF ASSIGNING HANDLING AND HAULING OF MUNICIPAL SOLID WASTE (MSW) AND RECYCLABLES TO AN OUTSIDE VENDOR

- Transfer Station Personnel-Public Works employees would have more time to devote to infrastructure projects.
- Liability Exposure-With Public Works no longer handling and hauling MSW and Recyclables their liability exposure would be greatly reduced.
- Environmental impacts-Retaining an outside vendor to provide curbside pick up of MSW and Recyclables would reduce the amount of greenhouse gas emissions.
- Available Land at Existing Site-By eliminating MSW and Recyclables from the already small site, it would less compress space for the other required Public Works operations.

 Ongoing Operational Costs-Assigning the responsibility for the MSW and Recyclables to an outside vendor would significantly reduce the Town's operating costs related to these activities.



Town of Hebron Temporary Waste/Recycling Program

On Thursday June 13, 2024; Mark DiMauro (Division Manager) and I met with representatives from the Town of Hebron to discuss temporary solutions for waste/recycling while the Town upgrades the Public Works/Transfer Station Campus. The project is estimated to take two years. I met with Paul Forest, DPW Director at the transfer station on Tuesday June 25, 2024 for a tour of existing conditions to better understand needs.

The Town of Hebron operates its own roll-off truck and several 30 yard containers. On a monthly basis, the Town disposes of approximately 92 tons of household trash and 55 tons of bulky waste. Monthly recycling amounts to approximately 30 tons.

There are a few basic options we can make available to the Town to minimize disruption to its residents.

- Curbside collection of household trash/recycling The service provided would include weekly
 collection of trash and every other week collection of recyclables. A 65 gallon cart would be provided
 for trash and a 96 gallon cart for recyclables. There are approximately 3,500 households in Hebron.
- 2) Curbside collection of bulky waste Casella picks up bulky waste at the curb for a number of communities we serve. Allowing residents to place items at the curb for pick up can be convenient. The frequency would be determined by the Town. We provide annual collections, quarterly and on-call options.
- 3) Monthly Bulky Waste Events Casella provides regular bulky waste collection events at a number of communities. We could place 3-4 roll off containers at a central location in Hebron for residents to access for bulky waste disposal.
- 4) Access to our 1590 West Main Street, Willimantic Facility Casella operates its own transfer station in Willimantic. This is about 15-20 minutes from Hebron. This option will allow residents to continue to deliver waste at regular intervals. We can set up "pay as you go" options for Hebron residents.

Casella is excited about working with the Town to bridge this service gap while the Public Works facilities are being reconstructed. If you have any questions, please feel free to reach out. I can be reached at 860.576.1709 or by email at marc.morgan@casella.com.

Thank you,

Marc Morgan

Strategic Account Manager - Municipal Services.

September 4, 2024

Holly Habicht 98 East Street Hebron, CT 06248

For public comment at the September 12th, 2024 Board of Selectmen meeting

Dear Town Manager, Andy Tierney and the Hebron Board of Selectmen,

Thank you for allowing the opportunity for this letter to be read into the record during the public comment section of tonight's meeting.

My name is Holly Habicht, I reside at 98 East Street. I live two houses before the entrance to Burnt Hill Park, from Route 85 and I'd like to express my disappointment and frustration that the Department of Public Works Action Committee will be seeking the Board of Selectmen's permission to move bulky waste bins and heavy trucks to Burnt Hill Park.

As a resident of Hebron and a home owner on East Street for 25+ years I would like to point out that East Street cannot handle the increase of traffic this situation will bring. More importantly – Burnt Hill Park is filled to compacity with children every day. The bulk of our town sport teams use Burnt Hill Park for practice fields Monday through Friday and those same town sport teams host out of town teams for games on Saturdays and Sundays. Adding heavy equipment and the bulky waste/recyclable bins to this location is an unimaginable danger to all our children and a huge liability to the town.

Burnt Hill Park has one access and one egress. The heavy equipment, the towns people with trucks overfull with bulky waste will need to travel through the bulk of the park to access the bins. This park is utilized to its capacity after school, evenings and all-day Saturday and Sundays. Numerous individuals use the park during the work day as well. There isn't a time that loads of parents, children and vehicles won't be using this park for what it was intended — passive recreation.

While I completely understand the trials of trying to utilize the current Old Colchester Road site for an upgraded DPW Facility, there is no reason to over-burden our other town facilities during this process. I recommend moving on a "temporary basis" these necessary components of the DPW to the original site that was purchased for this specific reason. The main concern from the residents of Kinney Road was relocating the salt shed to their neighborhood. The bulky waste/recyclable bins and storage of heavy trucks is not a salt shed. Needless to say, there also shouldn't be swarms of children haphazardly running about at this location.

Should this letter not highlight the dangers of this option enough for the Board, I ask that the town attorney be consulted to measure the risks and the benefits of such a move.

Thank you for your service to our town and again, thank you for the opportunity to be included in the public comment section of tonight's meeting in absentia.

Sincerely, Holly Habicht 860-989-6398

TOWN OF HEBRON BOARD OF SELECTMEN REGULAR MEETING SEPTEMBER 12, 2024

APPOINT GILEAD HILL SCHOOL AND HEBRON ELEMENTARY SCHOOL HVAC PROJECT BUILDING COMMITTEES

RESOULTION #1 Gilead Hill School

BE IT RESOLVED, that the Board of Selectmen authorizes the Hebron Board of Education to apply to the Commissioner of Education and to accept or reject a grant for the HVAC Project at the Gilead Hill School.

Be it further resolved, that the Public Building Committee, along with Board of Education members Eleisha LeMay and Joseph Margaitis, is hereby established as the building committee for the HVAC Project at the Gilead Hill School.

And be it further resolved, that the Board of Selectmen hereby authorizes at least the preparation of schematic drawings and outline specifications for the HVAC Project at the Gilead Hill School.

RESOLUTION # 2 Hebron Elementary School

BE IT RESOLVED, that the Hebron Board of Selectmen authorizes the Hebron Board of Education to apply to the Commissioner of Education and to accept or reject a grant for the HVAC Project at the Hebron Elementary School.

Be it further resolved, that the Public Building Committee, along with Board of Education members Eleisha LeMay and Joseph Margaitis, is hereby established as the building committee for the HVAC Project at the Hebron Elementary School.

And be it further resolved, that the Hebron Board of Selectmen hereby authorizes at least the preparation of schematic drawings and outline specifications for the HVAC Project at the Hebron Elementary School.

TOWN OF HEBRON BOARD OF SELECTMEN REGULAR MEETING SEPTEMBER 12, 2024

AWARD CONTRACT FOR GILEAD HILL SCHOOL AND HEBRON ELEMENTARY SCHOOL HVAC IAQ UPGRADE PROFESSIONAL MECHANICAL AND ELECTRICAL ENGINEERING FIRM

Attached is correspondence from the Hebron Public Building Committee recommending award of the mechanical and electrical engineering for the HVAC assessment HVAC IAQ Upgrade Program at Gilead Hill and Hebron Elementary Schools to Salamone Associates. Richard Steiner will be in attendance to respond to questions.

Proposed Motion # 1:

Move that the Hebron Board of Selectmen award the contract for the HVAC assessment for Gilead Hill School to Salamone & Associates, P.C. of Wallingford, Connecticut, in the amount of \$14,400.00.

Proposed Motion # 2:

Move that the Hebron Board of Selectmen award the contract for the HVAC assessment for Hebron Elementary School to Salamone & Associates, P.C. of Wallingford, Connecticut, in the amount of \$14,400.00.

PUBLIC BUILDING COMMITTEE TOWN OF HEBRON 15 GILEAD STREET HEBRON, CT 06248

August 20, 2024

Mr. Andy Tierney Town Manager Town of Hebron 15 Gilead Street Hebron, CT 06248

RE:

Gilead Hill Elementary School-HVAC IAQ Upgrade Grant Program

Letter of Recommendation-Salamone Associates

Dear Andy:

The Public Building Committee was requested to assist both the Town and Board of Education in assembling all the necessary documentation that is required to be submitted to the Department of Administrative Services regarding their HVAC Indoor Air Quality (IAQ) Upgrade Grant Program. One of the requirements is that there is a need to engage the services of a professional mechanical and electrical engineering firm. They would be responsible for evaluating the existing systems and ultimately recommending a series of measures to be pursued to improve the air quality withing the school building.

The Building Committee solicited proposals from three firms, which were evaluated by the project facilitator-PM Resources, LLC. It is their recommendation that Salamone Associates of Wallingford be retained to provide this design work.

At a regular meeting that was convened last night, the following motion was made by Wayne Warwick and seconded by Mal Leichter, "Based on the review and recommendation by PM Resources, LLC., that the Public Building Committee recommends that the Town enter into an agreement with Salamone Associates, PC based on their proposal dated May 2, 2024 in the lump sum amount of \$14,400 for their services as it relates to the Gllead Hill School in order to assist the Town, Board of Education and Public Building Committee in assembling all of the necessary documentation that is required to be submitted to the State in regards to the HVAC Indoor Air Quality Upgrade Grant Program." A vote was taken, and it passed unanimously (3-0) with no abstentions.

Attached is a copy of Salamone Associates proposal along with the fee proposal tabulation sheet.

If you have any questions or comments, please feel to contact me, or any member of our committee.

Richard B. Steiner Recording Secretary

Cc:

Public Building Committee Members

SALAMONE & ASSOCIATES, P.C.

Consulting Engineers

116 North Plains Industrial Rd • Wallingford • CT • 06492 • Phone (203) 281-6895 • Fax (203) 287-8728

May 2, 2024

Richard Steiner
Public Building Committee
Town of Hebron, Connecticut
15 Gilead Street
Hebron, CT 06248

Ře:

Gilead Hill School HVAC Assessment

580 Gilead Street Hebron, CT

In accordance with the information provided, the following is our proposal for professional services related to the above referenced project.

Our firm has provided professional services for numerous school districts throughout the State of Connecticut, with recently completed school projects for Windsor Public Schools and Norwalk Public Schools. Our office has completed projects for District 8, at RHAM High School and Middle School. These projects consisted of HVAC Assessment and Upgrades for the Media Center, HVAC Upgrades for Various Classrooms, and Wood Shop Dust Collection System Upgrades

We have on-going school projects in various stages of design and construction for Killingly Public School, Cheshire Public Schools, and Norwalk Public Schools. In addition, we are currently working on HVAC school projects with funding from the HVAC Indoor Air Quality Grant Program, these projects are at Colebrook Consolidated School (pending award to contractor) and Dasey Ingraham School in Westbrook, (final stage of design / bidding shortly).

Specific to this assignment, our office will provide an HVAC assessment of Gilead Hill School. It is our understanding that the school consist of approximately 68,000 square feet constructed in various phases in the years 1970, 1988 and 2000. The school currently is occupied by Pre-K thru second grades students, as well as Board of Education offices, other Town services, and PREP programs.

Our scope of professional services would address the following:

- · Site visits to document existing conditions of all HVAC equipment and related components.
- Review any existing documentation, past improvements, and service reports to better evaluate existing HVAC equipment.
- Provide recommendations for HVAC upgrades, with consideration for Indoor Air Quality, energy efficiency, and occupant comfort.

- Evaluate existing building management (DDC / pneumatic) systems and provide recommendations.
- Provide opinion of construction costs for each recommendation, including separate line items for design fees and soft costs for use as supporting documentation for the Town's application to the State of Connecticut, HVAC Indoor Air Quality Grant Program for Public Schools.
- Deliverables shall be provided as a report in electronic format.

It is proposed that these professional services be compensated in the following lump sum amount:

HVAC Assessment Report:

\$ 14,400.000

Proposed fee does not include energy / life cycle cost modeling services (typically, provided by a sub consultant), hazardous materials testing, or HVAC Contractor provide testing or services. If requested, these services can be provided as a reimbursable expense(s).

Thank you for considering our firm for this project.

Singerely,

Joseph Salamone Project Manager

The undersigned, being duly authorized, acknowledges agreement with and consents to the terms and conditions of this proposal.

Signature:

Date: August 20, 2024

Printed Name: Andrew J. Tierney

Title:

Town Manager

P4091A JS/js

-END-

FEE PROPOSAL TABULATION SHEET

GILEAD HILL ELEMENTARY SCHOOL HVAC IAQ UPGRADE GRANT PROGRAM

GILEAD HILL ELEMENTARY SCHOOL	SALAMONE ASSOCIATES	BL COMPANIES	VAN ZELM ENGINEERS
FEE PROPOSAL	\$14,400	\$35,800	\$56,630

PUBLIC BUILDING COMMITTEE TOWN OF HEBRON 15 GILEAD STREET HEBRON, CT 06248

August 20, 2024

Mr. Andy Tierney Town Manager Town of Hebron 15 Gllead Street Hebron, CT 06248

RE:

Hebron Elementary School-HVAC IAQ Upgrade Grant Program

Letter of Recommendation-Salamone Associates

Dear Andy:

The Public Building Committee was requested to assist both the Town and Board of Education in assembling all the necessary documentation that is required to be submitted to the Department of Administrative Services regarding their HVAC Indoor Air Quality (IAQ) Upgrade Grant Program. One of the requirements is that there is a need to engage the services of a professional mechanical and electrical engineering firm. They would be responsible for evaluating the existing systems and ultimately recommending a series of measures to be pursued to improve the air quality withing the school building.

The Building Committee solicited proposals from three firms, which were evaluated by the project facilitator-PM Resources, LLC. It is their recommendation that Salamone Associates of Wallingford be retained to provide this design work.

At a regular meeting that was convened last night, the following motion was made by Wayne Warwick and seconded by Mal Leichter, "Based on the review and recommendation by PM Resources, LLC., that the Public Building Committee recommends that the Town enter into an agreement with Salamone Associates, PC based on their proposal dated May 2, 2024 in the lump sum amount of \$14,400 for their services as it relates to the Hebron Elementary School in order to assist the Town, Board of Education and Public Building Committee in assembling all of the necessary documentation that is required to be submitted to the State in regards to the HVAC Indoor Air Quality Upgrade Grant Program." A vote was taken, and it passed unanimously (3-0) with no abstentions,

Attached is a copy of Salamone Associates proposal along with the fee proposal tabulation sheet.

If you have any questions or comments, please feel to contact me, or any member of our committee.

chard Steiner Richard B. Steiner

Recording Secretary

Cc: **Public Building Committee Members**

SALAMONE & ASSOCIATES, P.C.

Consulting Engineers

116 North Plains Industrial Rd • Wallingford • CT • 06492 • Phone (203) 281-6895 • Fax (203) 287-8728

May 2, 2024

Richard Steiner
Public Building Committee
Town of Hebron, Connecticut
15 Gilead Street
Hebron, CT 06248

Re:

Hebron Elementary School HVAC Assessment

92 Church Street School

Hebron, CT

In accordance with the information provided, the following is our proposal for professional services related to the above referenced project.

Our firm has provided professional services for numerous school districts throughout the State of Connecticut, with recently completed school projects for Windsor Public Schools and Norwalk Public Schools. Our office has completed projects for District 8, at RHAM High School and Middle School. These projects consisted of HVAC Assessment and Upgrades for the Media Center, HVAC Upgrades for Various Classrooms, and Wood Shop Dust Collection System Upgrades

We have on-going school projects in various stages of design and construction for Killingly Public School, Cheshire Public Schools, and Norwalk Public Schools. In addition, we are currently working on HVAC school projects with funding from the HVAC Indoor Air Quality Grant Program, these projects are at Colebrook Consolidated School (pending award to contractor) and Dasey Ingraham School in Westbrook, (final stage of design / bidding shortly).

Specific to this assignment, our office will provide an HVAC assessment of Hebron Elementary School. It is our understanding that the school consist of approximately 72,000 square feet constructed in various phases in the years 1947, 1957, 1963, 1988 and 2000. The school currently is occupied by third thru sixth grade students.

Our scope of professional services would address the following:

- Site visits to document existing conditions of all HVAC equipment and related components.
- Review any existing documentation, past improvements, and service reports to better evaluate existing HVAC equipment.
- Provide recommendations for HVAC upgrades, with consideration for Indoor Air Quality, energy efficiency, and occupant comfort.

- Evaluate existing building management (DDC / pneumatic) systems and provide recommendations.
- Provide opinion of construction costs for each recommendation, including separate line items
 for design fees and soft costs for use as supporting documentation for the Town's application
 to the State of Connecticut, HVAC Indoor Air Quality Grant Program for Public Schools.
- Deliverables shall be provided as a report in electronic format.

It is proposed that these professional services be compensated in the following lump sum amount:

HVAC Assessment Report:

\$ 14,400.000

Proposed fee does not include energy / life cycle cost modeling services (typically, provided by a sub consultant), hazardous materials testing, or HVAC Contractor provide testing or services. If requested, these services can be provided as a reimbursable expense(s).

Thank you for considering our firm for this project.

Sincerely,

Joseph Salamone Project Manager

The undersigned, being duly authorized, acknowledges agreement with and consents to the terms and conditions of this proposal.

Signature: August 20, 2024

Printed Name: Andrew J. Tierney Title: Town Manager

P4092A JS/js

-END-

FEE PROPOSAL TABULATION SHEET

HEBRON ELEMENTARY SCHOOL HVAC IAQ UPGRADE GRANT PROGRAM

HEBRON ELEMENTARY SCHOOL	SALAMONE ASSOCIATES	BL COMPANIES	VAN ZELM ENGINEERS
FEE PROPOSAL	\$14,400	\$35,800	\$56,630

TOWN OF HEBRON BOARD OF SELECTMEN REGULAR MEETING SEPTEMBER 12, 2024

APPROVE TOWN CLERK'S HISTORIC PRESERVATION GRANT APPLICATION

Attached is an application prepared by Fran Villani for the Connecticut State Library Historic Documents Preservation Program Targeted Grant in the amount of \$5,500. The proposal is for archival supplies, recreation of a property map and creation of archival microfilm for maps.

Proposed Motion:

Move that the Hebron Board of Selectmen approve the application to the State of Connecticut, Connecticut State Library, for the Targeted Grant for FY 2025 Historic Documents Preservation Program in the amount of \$5,500 and authorize Andrew J. Tierney, Town Manager, to apply for, accept and receive the grant and sign any necessary documents.

APPLICATION

TARGETED GRANT FY 2025

Historic Documents Preservation Program Connecticut Municipalities GP-001 (rev. 1/2024)



STATE OF CONNECTICUT

Connecticut State Library

PUBLIC RECORDS ADMINISTRATOR

231 Capitol Ave., Hartford, CT 06106

This form may be completed and printed for submission at https://ctstatelibrary.org/publicrecords/hdpp

Name of Municipality: Use full municipality name, ie 'Town of' or 'City of'	Town of H	lebron		
Name of Municipal CEO:	Andrew J. Tierney		Title:	Town Manager
Phone with Area Code:	atierney@h	ebronct.com		
Email:				
Name of Town Clerk:	Francesca	Villani	Title:	Town Clerk
Phone with Area Code:	860-228-59	71 x125		
Email:	fvillani@heb	ronct.com	Check if	Designated Applicant: 🛛
TC Mailing Address:	15 Gilead St, Hebron CT 06248			
MCEO Address if Different:	N/A			
Grant Application Deadline:	☐ Cycle 1: April 30, 2024		☐ Cycle 2: September 30, 2024	
Grant Contract Period:	The contract period begins after July 1, 2024 AND receipt of the fully executed contract. Grant projects must be completed and funds expended by June 30, 2025.			
Maximum Grant Allowed:	\$5,500	Small Municipality	Population less than 20,000	
	\$7,500 Medium Municipality		Population between 20,000 and 69,999	
	\$10,500 Large Municipality		Population of 70,000 or greater	
Amount Requested:	\$ \$5,500			
Grant Category(ies):	☐ Inventory and Planning		Organization and Indexing	
	☐ Program Development		☐ Stor	age and Facilities
	Preservation/Conservation		See Page (of the Guidelines for Category descriptions.

Budget Summary	Grant F	unds (A)	Local F	unds (B)	Total	Funds (A+B)
1. Consultants/Vendors (Total cost for all consultants and vendors)	\$	\$2,200	\$	0	\$	\$2,200
2. Equipment (Total cost for eligible items, i.e. shelving)	\$		\$		\$	
3. Supplies (Total cost for eligible items, i.e. archival supplies)	\$	\$3300	\$	10	\$	\$3,310
4. Town Personnel Costs (Total cost for all town personnel)	1\$		2\$		\$	
5. Other (Please specify on a separate sheet; rarely used)	\$		\$		\$	
6. TOTAL	\$	\$5,500	\$	10	\$	\$5,510

¹ Base pay only for personnel hired directly by the municipality for the grant project. Consultant/vendor costs should be listed on Line 1.

² Personnel taxes, benefits and any overtime must be paid by the municipality.

Narrative Page & Supporting Documents

Answer on an attached page. <u>Number each question and answer</u>. If applying for more than one project, questions 1 through 3 must address each project <u>separately</u> and be numbered separately, i.e., 1a and 1b, 2a and 2b, 3a and 3b.

Answers should be provided in the applicant's own words, not by referencing the vendor's proposal.

- 1. Describe the project. State what will be done and why. In addition, for records projects, identify the specific records, including date ranges. For conservation projects, also address microfilming see Guidelines booklet for instructions under Preservation/Conservation on Page 9.
- 2. Provide vendor/personnel info & timeframe. For vendors, identify the company and the timeframe for completing the work within the grant period. For town personnel see Guidelines booklet for instructions under Town Personnel Costs on Page 12.
- 3. State what will be accomplished. Explain how the project will impact the records, the office and/or the municipality.
- 4. Provide a detailed budget. If applying for only one project with one vendor omit this question. If applying for more than one project show the detail for each line item listed on page 1 of the Application (Consultants/Vendors, Equipment, Supplies, and Town Personnel Costs) and the split between grant and local funds for each line item (if any).
- 5. Attach supporting documents. For vendors: provide a copy of the proposal or quote. For direct purchases of equipment or supplies: provide a copy of the product information/pricing from the website or catalog.

Designation of Tow	vn Clerk as Applicant
This section to be completed only if the MCEO wishes to de	esignate the Town Clerk to make the application for the grant.
I hereby designate,the above application.	, the Town Clerk, as the agent for making
Signature of MCEO	Date
Andrew J. Tierney, Town Manager Name and Title of MCEO	
Cortification of	of the Application
This section <u>must</u> be	signed by the <u>applicant</u> . sign. If the Town Clerk is not designated, the MCEO must sign.
I hereby certify that the statements contained in this applicat the FY 2025 Targeted Grant Guidelines have been met.	tion are true and that all eligibility requirements as outlined in
Signature of Applicant (MCEO or Town Clerk if Designated)	Date (must be same as or later than above date)
Francesca Villani, Town Clerk Name and Title of Applicant	
For State Li	brary Use Only
Grant Disposition: Approved Denied	
Grant Award: \$	Grant Number:

Date

Signature of Public Records Administrator

Narrative Page Town of Hebron Historic Documents Preservation Grant Application Cycle 2

- i. **Describe the project.** State what will be done and why. In addition, for records projects, identify the specific records, including date ranges. For conservation projects, also address microfilming see Guidelines booklet for instructions under Preservation/Conservation on Page 9.
 - 1) This conservation project involves the continuing process of archiving land records, vital records and minutes of town meetings, elections and board and commissions meetings. Hebron houses all its permanent records in paper format on archival paper in archival quality binders.

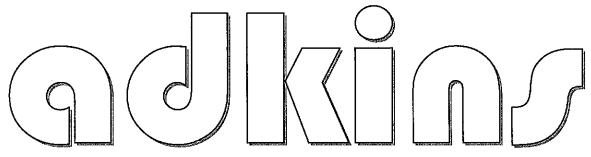
The following supplies will be purchased:

- Land Records: 10 binders and the 2 reams of archival paper that these records are printed on.
- Vital Records: 2 reams of archival paper for the continuing process of preserving the vital records of the Town of Hebron.
- Board & Commission Minutes: 6 archival quality Minutes Books plus 1 ream of archival paper for the continued permanent preservation of the Town of Hebron Board and Committee minutes
- Town Minutes: The preserved record of all Town Meetings, Referenda and Election related results recorded in archival books on archival paper. I legal size record binder plus I ream of archival paper will be purchased to continue the permanent record retention process of these Town activities.
- Military Records: Military discharge records recorded in the Town Clerk's office are housed as permanent records in paper format. These records are housed in archival binders that allow for easy access and the addition of new records as those records are archived. 3 Books will be purchased to house this collection of permanent records.

All binders and paper will be purchased from vendor Adkins Printing Co. of New Britain, CT. Each binder is a leather-bound, hardcover volume with a capacity of 550 pages. The volumes have gold stenciled spines bearing the board or commission name or record type, volume number and the Town of Hebron name. Volumes stand upright on vault shelving for ease of reference, access and space preservation.

- 2) Recreation of the 1955 "Property of Edward Pomprowicz" Map of property located on CT Route 85. This map is oversized and in paper format. It has been altered by the filling in of white drawing lines and names with pencil. Excessive usage and improper storage of this map has resulted in severe deterioration. The map is often referred to by surveyors and is often requested for viewing. The images of this map are poor as the map has white lines and lettering on a blue background that is now chipped and altered. A proposal has been received from Rob Hellstrom Land Surveying LLC. The surveyor has agreed to reproduce the original map based on the work of the original surveyor Francis P. Molloy. The map will be recreated suitable for filing in the town of Hebron Land Records.
- 3) Exporting of existing map images from the Hebron Land Record Management System to create archival microfilm images for map #1912 through map #2027. These maps represent all maps not housed off sight in the microfilm collection of town maps which is otherwise complete. The maps to be microfilmed cover the date range July 2018 through August 2024.

- ii. Provide vendor/personnel info & timeframe. For vendors, identify the company and the timeframe for completing the work within the grant period. For town personnel see Guidelines booklet for instructions under Town Personnel Costs on Page 12.
 - 1) The vendor selected for this project is Adkins Printing of New Britain, CT. This vendor has supplied products and services to the Connecticut Town Clerk's community for many years and has a sterling reputation for providing goods and services on time and as ordered. The estimate for this project is attached. I have been advised that the project can be completed within 8 weeks of order placement.
 - 2) The vendor Robert Hellstrom Land Surveying LLC has over 30 years of experience in the land surveying business specializing in A-2, Class D boundary surveys setting and resetting property markers, sightline surveys and easement maps. Robert Hellstrom Land Surveying has provided surveying services to the Town of Hebron for many years with full satisfaction. The surveyor has indicated the work could be completed in several weeks' time.
 - 3) IQS Professional Services is the records management company that currently creates and manages all microfilmed images for Hebron land records. IQS is also responsible for the entire historical microfilm collection of Hebron records including vital records, maps and military discharge records. IQS is recognized in the clerk community as a company with an exemplary reputation for customer service and work ethic. IQS is a privately held, veteran owned, debt-free New York State corporation specializing in records management services with over 40 years of experience in the field.
- iii. State what will be accomplished. Explain how the project will impact the records, the office and/or the municipality.
 - 1) This project is intended to improve record management, storage and maintenance. The aim of the project is to optimize the organization and accessibility of permanently maintained records. Continued clear organization and classification of information content in our vault results in less handling of inventory plus improved record locating and retrieval resulting in heightened search accuracy and reduced research time.
 - 2) This aspect of the grant project is intended to provide an improved map representation of an area of the town that contains a concentration of housing and is a vital historic reference for many town properties.
 - 3) Microfilming these maps will complete the process of microfilming and off sight housing of all map images currently in the Hebron collection. As a vital resource of Hebron information, the maintenance of an off-sight copy of these images is a way of assuring the security and continued availability of these records should there be loss or destruction of any of the original maps currently housed on sight in Hebron.



40 SOUTH STREET, P.O. BOX 2440, NEW BRITAIN, CT 06050-2440 Tel: 1-800-807-3981

August 26, 2024

Town of Hebron Town Clerk Town Hall Hebron, Ct.

Dear Fran:

Adkins is pleased to quote on the following:

1.	1 Legal minute book 14 x 8.5\$210.00/ea 4 Letter minute books 11 x 8.5 @ \$200.00/ea\$800. a. Gold stamping - \$7.00/line 3 lines per vol\$105 TOTAL 5 BOOKS w/ LETTERING and delivery		\$1	,115.
3. 4. 5.	1 ream legal minute book paper\$85.00/rm Two reams letter size minute book paper @ \$75/rm Vital paper APF-0011VS Strathmore 24lb 25% paper to make vital copies @ \$40/rm Two reams of land record paper @ \$75/rm TOTAL PAPER ORDER	\$85. \$150. \$95. \$80. \$150.	\$	560.
7.	Ten Land Record binders @ \$110.00/ea plus delivery		\$1	,150.
8.	3 red 11 x 8.5 binders @ \$150/ea plus delivery		\$	485.
		Total:	<u>\$3</u>	,310.00

Please call or email me if you have any questions.

Respectfully,

Irene Sulewski Municipal Sales

Rob Hellstrom Land Surveying LLC

PO Box 378 Hebron, CT 06248 USA 860-228-9853

ADDRESS

Town of Hebron 15 Gilead street Hebron, CT 06248

PROPOSAL#	DATE	
1002	04/29/2024	

DESCRIPTION	QTY	RATE	AMOUNT
This is a proposal for services involved in the recreation of the 1955 "Property of Edward Pomprowicz" Map located on Route 85 that is on file with the Town of Hebron.			
•			
Preparation of Compilation Plan (Class-D) based directly on the 1955 "Property of Edward Pomprowicz" Map by Francis P. Molloy. RHLS will recreate a copy of this map to the best of our ability, suitable for filing within the Town of Hebron Land Records.	1	1,750.00	1,750.00
•			
TERMS OF AGREEMENT	1	0.00	

- 1. TERMINATION: This Agreement may be terminated by either party by mutual consent, or in the event of persistent failures of performance of terms and conditions of Agreement by other party through no fault of the termination party. The Surveyor shall then be paid for services completed up to the time of the termination date based upon the described fees.
- 2. OWNERSHIP OF DOCUMENTS: All documents, including original drawings estimates, specifications, field notes and data are and shall remain the sole and exclusive property of the Surveyor as instruments of service. The client may, at their expense, obtain record prints of drawings, in consideration of which the client will use them solely in connection with the above-described project and not for the purpose of making subsequent extensions or enlargements thereto. Except that, provided the Surveyor has been paid in full for his services, he shall provide copies of all documents, drawings, field notes and data upon request of the client.
- 3. PAYMENT: Unless otherwise specified in this agreement, payment for the above described services shall be due within fifteen (15) days from the first day of billing. In the event that said account is unpaid after the fifteenth day subsequent to the first billing the client shall become subject to a monthly service charge of 1.5% on the then unpaid balance (18% true annual rate). In the event that any portion or all of this account remains unpaid ninety (90) days subsequent to the first billing date, the client shall pay all costs of collection including reasonable attorney's fees.
- 4. AMENDMENT OF AGREEMENT: This agreement may be amended only in

DESCRIPTION QTY RATE AMOUNT

writing signed by the client and the Surveyor/Engineer.

5. APPLICABLE LAW: Unless otherwise specified, the Agreement shall be governed by the laws of the State of Connecticut.

- 6. LIMITATION ON LIABILITIES: The client agrees to limit the Surveyor/Engineer's liability to the client and to all construction contractors and subcontractors on the project, due to Surveyor's negligent acts, errors of omissions, such that the total aggregate liability of the Surveyor to all those named shall not exceed \$20,000.00 or the Surveyor total fee for services rendered on this project, whichever is greater.
- 7. LIMIT OF CONTRACT: This contract may be voided if not executed by the client within 60 days of the contract date.

TOTAL

\$1,750.00

Accepted By

Accepted Date



IQS Professional Services Proposal to Convert Map Images to Archival Microfilm

Submitted By: Matt Abert

Submitted To: Hebron CT Town Clerk, Francesca Villani

Proposal Date: 9/4/24

Description

IQS will export existing map images from the Town Clerk's Land Record Management System and create archival microfilm for map numbers 1912 through 2070, covering the recording date range of 7/20/2018 through 8/28/2024.

Plan of Work

- IQS will export all images from Solution.
- All images will be run through proprietary software to guarantee they will fit on 35mm film.
- 35mm archival film will be created following ANSI standards.

Pricing

Est. Rolls	Per Roll Price	Est Total
1	\$450	\$450.00

This is an estimate only, this project will be invoiced on actual rolls processed and delivered.

Project time is estimated to be 6 weeks, pricing is good for sixty days.

TOWN OF HEBRON BOARD OF SELECTMEN REGULAR MEETING SEPTEMBER 12, 2024

APPROVE FFY 2023 STATE HOMELAND SECURITY GRANT PROGRAM REGION 3 MEMORANDUM OF AGREEMENT

Attached is the Memorandum of Agreement Regarding Use of Federal Fiscal Year 2023 State Homeland Security Grant Funding and Custodial Ownership of Regional Assets in DEMHS Region 3. This is an annual federal grant for which the Town of Hebron by way of this agreement authorizes DESPP/DEMHS to retain and administer grant funds, with CRCOG providing financial and Programmatic oversight.

Proposed Resolution:

BE IT RESOLVED, that the Town of Hebron Board of Selectmen 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:

AND BE IT FURTHER RESOLVED, that Andrew J. Tierney, as Town Manager of the Town of Hebron, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Hebron Board of Selectmen and to do and perform all acts and things which he 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. This authorization is for the FYY 2023 Homeland Security Grant Program.



FFY 2023 STATE HOMELAND SECURITY GRANT PROGRAM Region 3 MEMORANDUM OF AGREEMENT



Data Sheet

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

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

Step 2- After populating the document, 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: Screen	10.00mm (10.00mm) (10.00m
Person Completing Document:	
Municipality Name:	<municipality name=""></municipality>
Town CEO Name:	
Town CEO Title (ie. Mayor):	

Point of Contact In	formation: Screen Fillable
POC Name & Title:	
Address:	
Email:	
Phone:	
Fax:	

^{*}Muncipality 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"



FFY 2023 STATE HOMELAND SECURITY GRANT PROGRAM Region 3 MEMORANDUM OF AGREEMENT CHECKLIST



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

1.	Instructions for:	<municipality name=""></municipality>
Received	by:	
□The C	nicipal point of contact has been ident thief Executive Officer has <u>signed</u> and	15
The Blank blanket re resolution Resolution	solution signed in a prior year is still v . In order for a raised seal to be visible	recommended language for a resolution. If the information on a valid, the town clerk can verify the accuracy, sign and seal the e in a scan, please rub a pencil over the seal. If a Blanket rence the FFY 2023 Homeland Security Grant Program. No other
Memoran	ote: The Fiduciary and Municipal dum of Agreement (Appendix A), for HSGP funds by the REPT.	ity shall complete Appendix A Custodial Ownership and any municipality that takes ownership of equipment purchased
	attached, the Fiduciary will complete t Homeland Security Grant Program)	this form for custodial owners of equipment purchased under the
Once cor to: Cheryl A		to be sent) the complete MOA package (MOA and resolution) 6, Region 3 Fiduciary at: cassis@crcog.org
Once cor	nplete, <u>e-mail</u> (no hard copies need	

Instructions for the Capitol Region COG as Regional Fiduciary				
Received by:				
Review and Signature				
 □ The Chief Executive Officer has <u>signed</u> and <u>dated</u> the agreement. □ The Chief Executive Officer's name and title 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 prior to completion of FY 2023 expenditures.				
Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2023 HSGP funds by the REPT. (Sample attached, Fiduciary will complete for custodial owners of equipment purchased under the FY 2023 Homeland Security Grant Program).				

DUE DATE:

Send to Regional Fiduciary on or before September 30, 2024

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2023 STATE HOMELAND SECURITY **GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 3**

I.	AGREEMENT REGARDING	THE USI	E OF	FEDERAL	HOMELAND	SECURITY	GRANT	FUNDS	TO	SUPPORT
	REGIONAL SET-ASIDE PRO	JECTS								

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Α.	intro	au	ction	

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 MUNICIPALITY NAME , the Capitol Region COG (Fiduciary) and the Region 3 Regional Emergency Planning Team (Region 3 REPT).
- 2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2023 State Homeland Security Grant Program (SHSGP), Award No. EMW-2023-SS-00046. 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;
- The State of Connecticut is retaining pass-through funds from 2023 SHSGP in the total amount of \$1,748,256.89 on behalf of local units of government, for the following eleven 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*; 3. Addressing Emergent Threats; 4. Capitol Region Metropolitan Medical Response System (MMRS); 5. Enhancing Community Preparedness and Resilience/Citizen Corps*. 6. New England Disaster Training Center; 7. Enhancing Cybersecurity*; 8. Combating Domestic Violent Extremism*; 9. Enhancing the Protection of Soft Targets/Crowded Places* (allocation included in REPT subgrants;) 10. Enhancing election security*; and 11. Enhancing Connecticut Operational Readiness and Response
 - 2. (*denotes National Priority Project)
- 5. DEMHS in coordination and cooperation with the municipalities located within DEMHS Region 3 including <MUNICIPALITY NAME> _ - has created, and established bylaws for, the Region 3 REPT, a multidisciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 3
- <MUNICIPALITY NAME> is eligible to participate in those Federal Fiscal Year 2023 SHSGP regional allocations made through the Region 3 REPT in the amount of \$475,288.97 (\$361,203.97 for regional projects, \$29,085 for soft target projects, \$10,000 for the regional hazardous materials team and an additional \$75,000 for the regional bomb squad) for Region 3 which will be made available to the jurisdictions in Region 3 in the manner recommended by the Region 3 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by DESPP/DEMHS.

B. Purpose of Agreement

- 1. DESPP/DEMHS and <MUNICIPALITY NAME> enter into Part I of this MOA authorizing DESPP/DEMHS to act as the agent of <MUNICIPALITY NAME> and allowing the DESPP/DEMHS to retain and administer grant funds provided under 2023 SHSGP for the eleven regional set-aside projects listed above, and also for The Capitol Region COG to provide the financial and programmatic oversight described below.
- C. SAA and <MUNICIPALITY NAME> Responsibilities.
 - 1. DESPP/DEMHS agrees to administer the SHSGP grant funds of \$1,748,256.89 in furtherance of the eleven regional set-aside projects listed above. <MUNICIPALITY NAME> agrees to allow State of Connecticut to provide financial and programmatic oversight of the \$1,748,256.89 for the purpose of supporting the allocations and uses of funds under the

2023 SHSGP consistent with the 2023 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. MUNICIPALITY NAME agrees to allow DESPP/DEMHS to hold, manage, and disburse the grant funds that have been reserved for the eleven regional set-aside projects listed above.

D. Capitol Region COG and MUNICIPALITY NAME">MUNICIPALITY NAME Also agrees to allow the Capitol Region COG to provide financial and programmatic oversight of the Federal Fiscal Year 2023 regional allocation in the amount of\$475,288.97 (\$361,203.97 for regional projects, \$29,085 for soft target projects, \$10,000 for the regional hazardous materials team and an additional \$75,000 for the regional bomb squad) targeted to member municipalities in DEMHS Region 3 and recommended through the Region 3 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 3 REPT and DEMHS.

II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS

A. Introduction

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

- 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) as the State Administrative Agent (SAA) the municipality of MUNICIPALITY NAME, the Capitol Region COG (Fiduciary), and the DEMHS Region 3 Regional Emergency Planning Team (Region 3 REPT).
- 2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
- 3. has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of MUNICIPALITY NAME, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
- 4. The parties also agree that may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2023 grant funds, as approved by the Region 3 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 3 REPT.
- 5. The Region 3 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, all equipment and resources sharing and coordination. All equipment and resources purchased with SHSGP money in this region is eligible for use by any municipality in the region, regardless of who is the custodial owner. An inventory of all equipment purchased with this money shall be maintained and available to DEMHS and all Region 3 municipalities if requested.
- 6. The Capitol Region COG (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 3 for Federal Fiscal Year 2023;

B. Purpose.

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.	esponsibilities of DESPP/DEMHS and Capitol Region COG (Fiduciary) its role as SAA, DESPP/DEMHS will subgrant funds to Capitol Region COG which, as the Region 3 iscal Agent, will procure the asset(s) listed in their approved Subgrant Application (which will be added Appendix A).
3.	ppendix A. he parties agree that decisions regarding the placement of regional assets in MUNICIPALITY NAME> may be made after the execution of this agreement and that ppendix A shall be completed accordingly. <municipality name=""> agrees to be boun y the terms of this agreement for any asset added to Appendix A. The parties also agree nat Appendix A must be signed by the DEMHS Deputy Commissioner, the chair of the Region 3 REPT and the Chief Executive Officer, or his/her designee, of <municipality name=""></municipality></municipality>
4.	esponsibilities of Custodial Owner <u>MUNICIPALITY NAME></u> understands that it is the Custodial Owner, on behalf of itself and le Region, of the asset(s) which will be added to Appendix A, as may be amended pursuant to aragraph C(4) above. As Custodial Owner, <u>MUNICIPALITY NAME></u> agrees:
	 To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
	To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of MUNICIPALITY NAME is municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
	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;
	 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;
	 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;
	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.
	. To maintain all necessary insurance regarding the asset(s) and their use;
	. To cooperate with any state or federal audit of the asset(s) and/or their use;
	To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
	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;
	That all maintenance and operations of the asset(s) by MUNICIPALITY NAME shall conform to the manufacturer's recommendations. If appropriate, MUNICIPALITY NAME shall maintain trained personnel available to transport and supervise the operation of the asset(s). A personnel or agents of MUNICIPALITY NAME 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.	tesponsibilities of the REPT. The Region 3 REPT understands and acknowledges that, in accepting responsibility as the custodial where of the asset(s), MUNICIPALITY NAME is furthering regional collaboration and nutual aid on behalf of all of the members of Region 3

<municipality name=""></municipality>	2023 HSGP Omnibus MOA

6. Assignment of Asset(s).

If <MUNICIPALITY NAME> 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.

7. Effective Date.

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

8. 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 <MUNICIPALITY NAME> 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.

9. 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 DESPP/DEMHS, giving

<MUNICIPALITY NAME> 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.

10. Amendment of the Agreement.

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

11. Additional Required Terms and Conditions

Parties agree to incorporate the additional terms in Appendix B and Appendix C into this agreement. Parties agree to be bound by the terms in Appendix B and Appendix C.

5 | Page

Points of Contact

Name & Title: Deputy Commissioner Brenda M. Bergeron					
Address: 1111 Country Club Road, Middletown, CT 06457					
Emails: brenda.bergeron@ct.gov	and Phone : 860-685-8531				
DEMHS.HSGP@ct.gov	Fax: 860-685-8551				
2. The Point of Cont					
(Please fill in the following field	ds) <municipality name=""></municipality>				
Name & Title:					
Address:					
Email Address:	Phone:				
	Fax:				
Chief Executive Officer	Date:				
	Date:				
uly Authorized	Date:				
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uly Authorized ped Name & Title: apitol Region COG, as fiduciary a					
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MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2023 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS REGION

AMENDMENT TO APPENDIX A

FOR THE <MUNICIPALITY NAME>

<u>Equip</u>	ment Description	
TUE /	MUNICIPALITY NAME>	
	MIONICIPALITY NAME?	Date:
Ву:	Its Chief Executive Officer Duly Authorized	Date.
	Typed Name & Title:	
	RTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/ ION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY	
Ву:		Date:
	Brenda M. Bergeron	
	Deputy Commissioner Duly Authorized	



STATE OF CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY APPENDIX B



State of Connecticut General Terms and Conditions

SECTION 1: Audits

1.1 For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state singe audit standards as applicable.

SECTION 2: Access to Contract and State Data.

2.1 The Contractor shall provide to the Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Agency in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.

SECTION 3: Forum and Choice of Law.

3.1 The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

SECTION 4: Termination.

4.1 Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

- 4.2 Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- 4.3 The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- 4.4 Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- 4.6 For breach or violation of any of the provisions in the section concerning representations and warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- 4.7 Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- 4.8 Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

SECTION 5: Tangible Personal Property.

- 5.1 The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - 5.1.1 For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - 5.1.2 A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - 5.1.3 The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - 5.1.4 The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - 5.1.5 Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- 5.2 For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- 5.3 The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

SECTION 6: Indemnification.

6.1 The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including

but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- 6.2 The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- 6.3 The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties.

 The State shall give the Contractor reasonable notice of any such Claims.
- 6.4 The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- 6.6 This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

SECTION 7: Sovereign Immunity.

7.1 The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

SECTION 8: Summary of State Ethics Laws.

8.1 Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary

and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

SECTION 9: Audit and Inspection of Plants, Places of Business and Records.

- 9.1 The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- 9.2 The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- 9.3 The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- 9.4 The Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Agreement. The Contractor shall remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Agreement's setoff provision.
- 9.5 The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- 9.6 The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- 9.7 The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

SECTION 10: Campaign Contribution Restriction.

10.1 For all State contracts, defined in Conn. Gen. Stat. §9-612 as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

SECTION 11: Protection of Confidential Information.

- 11.1 Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- 11.2 Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 11.2.1 A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - 11.2.2 Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - 11.2.3 A process for reviewing policies and security measures at least annually
 - 11.2.4 Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 11.2.5 Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- 11.3 The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential

- Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- 11.4 The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- 11.5 Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
- 11.6 The above section uses the terms "Confidential Information" and "Confidential Information Breach." Please use the following two definitions for those terms and include them, alphabetized, in the definition section of the contract:

"Confidential Information" shall mean 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 the Department 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.

"Confidential Information Breach" shall mean, 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.

SECTION 12: Executive Orders and Other Enactments.

12.1 All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

- 12.2 This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- 12.3 This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

SECTION 13: Nondiscrimination.

- 13.1 For purposes of this Section, the following terms are defined as follows:
 - 13.1.1 "Commission" means the Commission on Human Rights and Opportunities;
 - 13.1.2 "Contract" and "contract" include any extension or modification of the Contract or contract;
 - 13.1.3 "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - 13.1.4 "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
 - 13.1.5 "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - 13.1.6 "good faith efforts" shall 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;
 - 13.1.7 "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - 13.1.8 "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - 13.1.9 "minority business enterprise" means any small contractor or supplier of

materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a 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 Connecticut General Statutes § 32-9n; and

13.1.10 "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.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

13.2 (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor 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; and the Contractor further agrees to take affirmative action to ensure 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, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor 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 Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- 13.3 Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor'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.
- 13.4 The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- 13.5 The Contractor shall include the provisions of subsection (b) of this Section 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 subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor 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 noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor 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.
- 13.6 The Contractor 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.
- (1) The Contractor agrees and warrants that in the performance of the Contract such 13.7 Contractor 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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor 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 Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- 13.8 The Contractor shall include the provisions of the foregoing paragraph 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 subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor 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 noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor 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.
- Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

SECTION 14: Iran Investment Energy Certification.

- 14.1 Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- 14.2 If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

SECTION 15: Consulting Agreement Representation.

15.1 Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral

agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title		Name of Firm (if applicable)	
Start Date	End Date		Cost
The basic terms of the c	onsulting agreement are: _		
Description of Services I	Provided:		
Is the consultant a form	er State employee or forme	er public official?	☐ YES☐ NO
Name of Former State	Agency Terminat	tion Date of Employi	ment

SECTION 16: Large State Contract Representation for Contractor.

- 16.1 Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
- That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- 16.3 That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key

- personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- 16.4 That the Contractor is submitting bids or proposals without fraud or collusion with any person.

SECTION 17: Large State Contract Representation for Official or Employee of State Agency.

17.1 Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

SECTION 18: Call Center and Customer Service Work.

18.1 Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.

SECTION 19: Compliance with Consumer Data Privacy and Online Monitoring.

19.1 Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

Article XIV

Article XV

Article XVI

U.S. Department of Homeland Security Washington, D.C. 20472

AGREEMENT ARTICLES Homeland Security Grant Program

GRANTEE: Connecticut Department of Emergency

Services and Public Protection

PROGRAM: Homeland Security Grant Program

AGREEMENT NUMBER: EMW-2023-SS-00046-S01

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Article I - Summary Description of Award

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$4,847,500. This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances Non-Construction Programs, or OMB Standard Form 424D Assurances Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMBs guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two

or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XIX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal

award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVI - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection

Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XL - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XLI - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLIII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and

executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVI - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVIII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLIX - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article L - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

TOWN OF HEBRON BOARD OF SELECTMEN REGULAR MEETING SEPTEMBER 12, 2024

BOARD OF SELECTMEN COMMUNICATION STRATEGY

Board of Selectmen Chair, Peter Kasper, requested this item be included on the agenda for the Selectmen to begin discussion on appropriate social media and other methods of communications from the Board to the Hebron community.

MISSION STATEMENT

The Board of Selectmen, acting as stewards of the Town and agents of the people, will provide services that promote safety; an affordable healthy living environment; and through effective land use and town resources, an economic base that creates jobs and tax assistance to the community while preserving our rural historic character.

TOWN OF HEBRON BOARD OF SELECTMEN REGULAR MEETING (HYBRID) TOWN OFFICE BUILDING – 15 GILEAD STREET

Board of Selectmen Regular Meeting

September 26, 2024, 7:00 PM (America/New York)

Please join my meeting from your computer, tablet or smartphone.

https://meet.goto.com/271037917

You can also dial in using your phone.

Access Code: 271-037-917 United States: +1 (872) 240-3212

Get the app now and be ready when your first meeting starts:

https://meet.goto.com/install

Thursday, September 26, 2024

7:00 p.m.

AGENDA

Time Guideline

7:00 p.m. 1. CALL TO ORDER

7:00 p.m. 2. PLEDGE OF ALLEGIANCE

7:02 p.m. 3. ADDITIONS AND CHANGES TO THE AGENDA

7:05 p.m. 4. PUBLIC COMMENT

This section of the agenda is reserved for persons in attendance who wish to briefly address the Board of Selectmen. The Board requests that a person's comments be limited to a single period lasting three minutes or less. While the Board respects the right of the public to provide comment, this time is not intended for open discussion or a Board response. Residents who wish to request a dialogue should make arrangements to do so through the Town Manager's Office or the Board Chair. (Persons wishing to comment should type "comment" and your name in the chat box and you will be recognized.)

- 7:10 p.m. 5. GOOD TO KNOW/SPECIAL RECOGNITION
 - a) Introduction of Sheena Hebron Board of Education Therapy Dog
- 7:15 p.m. 6. APPOINTMENTS AND RESIGNATIONS

a)

7:20 p.m. 7. TOWN MANAGER'S REPORT

- a) Recent Activities
- b) Correspondence
- c) Town Manager Updates

7:30 p.m. 8. OLD BUSINESS

- a) American Rescue Plan State and Local Recovery Funds Update
- b) Department of Public Works Action Committee Update
- c) Board of Selectmen Communication Strategy
- d) Any Other Old Business

7:50 p.m. 9. NEW BUSINESS

- a) Approve Inter and Intra Departmental Transfers
- b) Approve Revised Job Description: Assistant to Assessor-Revenue Collector
- c) Draft Agenda for October 10, 2024 Meeting
- d) Any Other New Business

8:10 p.m. 10. CONSENT AGENDA

Consent agenda items are considered to be routine in nature, which the Board may not need to discuss individually and may be voted on as a group. Any board member who wishes to discuss a particular item in this section may request the Chair to remove it for later discussion and a separate vote if necessary.

a) APPROVAL OF MINUTES

10.a.1 September 12, 2024 - Regular Meeting

b) TAX REFUNDS

8:15 p.m. 11. LIAISON REPORTS

- a) AHM Youth Services Peter Kasper
- b) Hebron BOE Tiffany Thiele
- c) Board of Finance Dan Larson
- d) Land Acquisition Keith Petit
- e) RHAM BOE Claudia Riley

8:25 p.m. 12. PUBLIC COMMENT

8:30 p.m. 13. ADJOURNMENT

TOWN OF HEBRON BOARD OF SELECTMEN REGULAR MEETING SEPTEMBER 12, 2024

CONSENT AGENDA

Proposed Motion:

Move that the Board of Selectmen approve the following Consent Agenda items and motions contained therein as if individually adopted:

a) APPROVAL OF MINUTES

10.a.1 August 1, 2024 - Regular Meeting

b) APPROVAL OF TAX REFUNDS

10.b.1 Adell Martin	\$1	,014.51
10.b.2 Mark A. Kelly	\$	23.21
10.b.3 Raymond M. Litwin	\$	44.82
10.B.4 Peter Kasper	\$	14.16
10.B.5 Jeffrey & Mariann Saltus	\$	65.11
10.B.6 Heidi Bienkowski	\$	113.68
10.B.7 Robert & Gladys Mott	\$	290.62
10.B.8 Elizabeth Cyr	\$	292.82
10.B.9 Emily Quittugua	\$	31.78
10.B.10 Elmer Young, III & Diane Young	\$	29.60
10.B.11 ACAR Leasing LTD	\$	347.06
10.B.12 Shawn Perkins	\$	28.15
10.B.13 Daniel E. Zern	\$	135.85
10.B.14 Paul Akerlind	\$	159.73
10.B.15 Danielle M. Goodwin	\$	368.71
10.B.16 Natalie and Scott Wood	\$	185.99
10.B.17 VCFS Auto Leasing Co.	\$	71.05

Regular Meeting (Hybrid)
Town Office Building – 15 Gilead Street
Thursday, August 1, 2024 - 7:00 PM

RECEIVED

2024 AUG -5 A 9: 25

HEBRON TOWN CLERA

MINUTES

ATTENDENCE:

Board of Selectmen (Present): Peter Kasper (Chair), Tiffany Thiele, Claudia Riley, Keith Petit

Board of Selectmen (Absent): Daniel Larson (Vice-Chair)

Staff Present: Andrew Tierney, Donna Lanza, Matt Bordeaux

Guests: Ben Fournier, Lilli Rhodes, Richard Steiner, Community Voice Channel, Joanna Jaworska, Kathy Williams, Kiera Braunwart, Krys Linderman, Rachel Fournier, Terry McManus, Zachary C.C. Linderman

1. Call to Order

2. Pledge of Allegiance

Chair P. Kasper called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

3. Additions and Changes to Agenda

Action on supplemental appropriation for Brownfields remediation at Turshen Mill (459 Church Street) was added as item 9.D.

4. Public Comment

A. Lilli Rhodes (106 Slocum Rd) – Asked how the meeting may be streamed via Facebook, stating the viewing angle is better, and was directed to the Town of Hebron's Facebook page.

5. Good to Know/Special Recognition

Selectmen read proclamations recognizing the following Hebron citizens, who recently attained the rank of Eagle Scout. Scoutmaster Ed Fournier spoke to their service and achievements.

- A. Kiera Braunwart
- B. Benjamin Fournier
- C. Rachel Fournier
- D. Zachary Linderman

6. Appointments and Resignations

A. Douglas Library Board of Trustees Resignation

Regular Meeting (Hybrid)
Town Office Building – 15 Gilead Street
Thursday, August 1, 2024 - 7:00 PM

Motion by P. Kasper that the Hebron Board of Selectmen accept the resignation of Anne Danaher from the Douglas Library Board of Trustees with regret and thanks for her service. The motion passed unanimously (4-0).

7. Town Manager's Report

ARPA-funded projects, including hybrid meeting space at the Library, field lighting at Veteran's Park, and pickleball court construction are moving forward. DPW workers have opted to decertify from their union. Several DPW projects were noted, including paving in the north end of town, and completion of Jones Street repairs. Parts for the Grayville Bridge replacement have been ordered. New phones have been purchased for the Senior Center vans, and town radio upgrades are underway. Discussions between the Town and Eversource for sale of the parcel adjacent to the DPW facility are ongoing. Rt 66/316 intersection improvements are on hold until next week.

8. Old Business

A. ARPA Funds Update

Current reserves are \$100,371, including accrued interest. Following a suggestion from A. Tierney, Selectmen discussed additional funding towards the Pendleton Drive pedestrian bridge/trail project.

Motion by T. Thiele that the Hebron Board of Selectmen authorize the expenditure of \$60,000 from ARPA reserves to cover additional funding needed for the Pendleton Drive to Library Bridge Project.

Discussion:

C. Riley requested an update on a replacement CERT vehicle. A. Tierney reported no update.

The motion passed unanimously (4-0).

The BoS discussed deadlines for projects, as well as replenishing ARPA reserves by reconsidering previous allocations, including the CERT vehicle. Selectmen would like possible additional projects, should additional ARPA funding be freed up.

B. DPWAC Update

- P. Kasper withheld an update pending the DPWAC's next meeting, scheduled for August 19th.
- C. Approve Call and Appoint Moderator and Alternate Moderator for Special Town Meeting

Regular Meeting (Hybrid)
Town Office Building – 15 Gilead Street
Thursday, August 1, 2024 - 7:00 PM

Resolution by K. Petit that the Hebron Board of Selectmen approve the Meeting Call for the Special Town Meeting scheduled for Tuesday, August 20, 2024, at 7:00 p.m. as presented; and

Be it further resolved that Joseph Krist be appointed Moderator and Scot Kauffman be appointed Alternate Moderator. The resolution passed unanimously (4-0).

D. Award Contract for Consultant for Gilead Hill and Hebron Elementary Schools HVAC IAO Upgrade Program

Motion by T. Thiele that the Hebron Board of Selectmen award the contract for consulting services for the HVAC IAQ Upgrade for Gilead Hill and Hebron Elementary Schools to PM Resources, LLC of Canton, Connecticut, for a total fee not to exceed \$3,700 for each school, and authorize Andrew J. Tierney, Town Manager, to enter into a contract with PM Resources. The motion passed unanimously (4-0).

E. Award Bid for Pedestrian Bridge and Trail Pendleton Drive to Library

Motion by C. Riley that the Hebron Board of Selectmen award the bid for the installation of the Pedestrian Bridge and Trail from Pendleton Drive to the Library to Mather Corporation of Bloomfield, Connecticut, in the amount of \$491,000 and authorize Andrew J. Tierney, Town Manager, to sign any required contract documents. The motion passed unanimously (4-0).

F. Other Old Business
None.

9. New Business

A. CRCOG Hazard Mitigation and Climate Adaptation Plan

Resolution by T. Thiele:

A RESOLUTION ADOPTING THE CAPITOL REGION NATURAL HAZARD MITIGATION PLAN UPDATE, 2024-2029

WHEREAS, the Town of Hebron has historically experienced severe damage from natural hazards and it continues to be vulnerable to the effects of those natural hazards profiled in the plan (e.g. flooding, extreme heat, droughts, severe storms such as thunderstorms and

Regular Meeting (Hybrid)
Town Office Building – 15 Gilead Street
Thursday, August 1, 2024 - 7:00 PM

winter storms, dam failures, wildfires, and earthquakes) resulting in loss of property and life, economic hardship, and threats to public health and safety; and

WHEREAS, the Hebron Board of Selectmen approved the previous version of the Plan in 2014 and 2019; and

WHEREAS, the Capitol Region Council of Governments, of whom the Town of Hebron is a member, has determined that climate change is affecting the frequency and severity of some hazards and therefore elected to expand the Hazard Mitigation Plan Update to become a Hazard Mitigation and Climate Adaptation Plan Update; and

WHEREAS, committee meetings were held and public input was sought in 2023 regarding the development and review of the Hazard Mitigation and Climate Adaptation Plan Update; and

WHEREAS, the Plan specifically addresses hazard mitigation and climate adaptation strategies and Plan maintenance procedures for the Town of Hebron; and

WHEREAS, the Plan recommends several hazard mitigation actions that will provide mitigation for specific natural hazards that impact the Town of Hebron, with the effect of protecting people and property from loss associated with those hazards while adapting to the effects of climate change; and

WHEREAS, the Capitol Region Council of Governments has developed and received conditional approval from the Federal Emergency Management Agency (FEMA) for its Hazard Mitigation and Climate Adaptation Plan Update under the requirements of 44 CFR 201.6; and

WHEREAS, adoption of this Plan will make the Town of Hebron eligible for funding to alleviate the impacts of future hazards; now therefore be it RESOLVED by the Board of Selectmen:

- 1. The Plan is hereby adopted as an official plan of the Town of Hebron;
- 2. The respective officials identified in the mitigation strategy of the Plan are hereby directed to pursue implementation of the recommended actions assigned to them;
- 3. Future revisions and Plan maintenance required by 44 CFR 201.6 and FEMA are hereby adopted as a part of this resolution for a period of five (5) years from the date of this resolution.

Regular Meeting (Hybrid)
Town Office Building – 15 Gilead Street
Thursday, August 1, 2024 - 7:00 PM

4. An annual report on the progress of the implementation elements of the Plan shall be presented to the Board of Selectmen.

The resolution passed unanimously (4-0).

B. Approve Fee Waiver for the RHAM Emergency Generator Project

Resolution by P. Kasper that, pursuant to Town of Hebron Code of Ordinances, Chapter 200, Section 200-2 A, that the Hebron Board of Selectmen approve a fee waiver for the building permit fees for the RHAM Emergency Electric Generator Upgrade Project. The resolution passed unanimously (4-0).

C. Schedule All Boards Meeting

Thursday, September 19th was selected. There was brief discussion on a possible Saturday session later.

D. Turshen Mill Brownfield Grant

M. Bordeaux reviewed site and grant history, noting the plan has been updated for inflation, but remains largely the same.

Resolution by K. Petit that:

WHEREAS, pursuant to C.G.S. Sec 32-763 the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

WHEREAS, it is desirable and in the public interest that the Town of Hebron make an application to the State for \$368,280 in order to undertake the Turshen Mill Renovation and Reuse Project and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE Town of Hebron Board of Selectmen

- 1. That it is cognizant of the conditions and prerequisites for the State financial assistance imposed by C.G.S. Section 32-763
- 2. That the filing of an application for State financial assistance by the Town of Hebron in an amount not to exceed \$368,280 is hereby approved and that Andrew J. Tierney, Town Manager, is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions,

Regular Meeting (Hybrid) **Town Office Building – 15 Gilead Street**

Thursday, August 1, 2024 - 7:00 PM

and revisions thereto, and to act as the authorized representative of the Town of Hebron.

The resolution passed unanimously (4-0).

- E. Draft Agenda for August 15, 2024 Meeting
- F. Other New Business None.

10. Consent Agenda

Motion by P. Kasper that the Hebron Board of Selectmen approve the following consent agenda items and motions contained therein as if individually adopted. The motion passed unanimously (4-0).

A. Approval of Minutes

1. July 11, 2024 – Regular Meeting

B. Tax Refunds

1.	Jason Pueschel	\$ 54.92
2.	EEC Acquisition LLC	\$ 371.97
3.	James Van Houten	\$ 649.20
4.	Merris Williams (Hilary Taschner, Exec)	\$ 38.04

11. Liaison Reports

- A. AHM No report.
- **B.** Hebron BoE T. Thiele noted a full board retreat was held this month.
- C. BoF No report.
- **D.** OSLAC No report.
- E. RHAM BoE No report.

12. Public Comment

None.

13. Adjournment

Motion by T. Thiele and seconded by K. Petit to adjourn at 7:59 p.m.

Respectfully submitted, Hannah Walcott (Board Clerk)