

### 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**

RECEIVED

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HEBRON TOWN CLERK

**Board of Selectmen Regular Meeting**  
June 26, 2025, 7:00 PM (America/New York)  
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**Thursday, June 26, 2025**

**7:00 p.m.**

### AGENDA

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**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)      Board of Selectmen Appointment
- b)      Director of Administrative Services Appointment

**7:25 p.m. 7. TOWN MANAGER'S REPORT**

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

**7:35 p.m. 8. OLD BUSINESS**

- a) American Rescue Plan State and Local Recovery Funds Update\*\*\*
- b) Department of Public Works Action Committee Update
- c) Charter Revision Commission Final Report
- d) Horton Property and Hebron Community Master Planning
- e) Any Other Old Business

\*\*\* No need for discussion or action at this time

**8:00 p.m. 9. NEW BUSINESS**

- a) EDC Incentive Program Proposal – Connecticut Equine Clinic
- b) Green Committee: DEEP SMM Grant
- c) Approve Resolution for FFY 2024 Homeland Security Grant Program Omnibus MOA
- d) Adopt Gilead Hill School Code Violations Project Resolution
- e) Approve Bid Waiver and Award Contract for Road Resurfacing
- f) Approve Recommendation from Revenue Collector for the Suspense List
- g) Draft Agenda for July 10, 2025, Meeting
- h) Any Other New Business

**8:45 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 May 29, 2025 – Special Meeting/Workshop

10.a.2 June 5, 2025 – Regular Meeting

**8:50 p.m. 11. LIAISON REPORTS**

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

**8:55 p.m. 12. PUBLIC COMMENT**

**9:00 p.m. 13. ADJOURNMENT**



**TOWN OF HEBRON  
BOARD OF SELECTMEN  
REGULAR MEETING  
JUNE 26, 2025**

**APPOINTMENTS AND RESIGNATIONS**

**a. Board of Selectmen Appointment**

Attached is correspondence from Sean Fitzgerald (R) expressing interest in being appointed to the Board of Selectmen to fill the vacancy created by the recent resignation of Peter Kasper. Also attached is a letter of endorsement from the Republican Town Committee.

**Proposed Motion:**

Move that the Hebron Board of Selectmen appoint Sean Fitzgerald to the Board of Selectmen for a term to run until November 2027.

**b. Director of Administrative Services Appointment**

A thorough recruitment and interview process has recently been completed for the position of Director of Administrative Services. Donna Lanza will be retiring on August 15, 2025. Over thirty applications were received and seven qualified candidates were selected for interview. Second round interviews were conducted with three finalists.

The Town Manager is pleased to recommend Dorianne Wolf, current Town of Hebron Administrative Secretary to the Town Manager, as the successful candidate.

**Proposed Motion:**

Move that, in accordance with Town Charter Section 801, the Hebron Board of Selectmen confirms the Town Manager's appointment of Dorianne Wolf as Director of Administrative Services effective August 16, 2025.

## Donna Lanza

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**From:** Andy Tierney  
**Sent:** Tuesday, May 13, 2025 7:38 AM  
**To:** Donna Lanza  
**Subject:** Fwd: Town of Hebron Board of Selectmen vacancy

Sent from my iPhone

Begin forwarded message:

**From:** Sean Fitzgerald <fitzco@live.com>  
**Date:** May 12, 2025 at 3:11:32 PM EDT  
**To:** Andy Tierney <atierney@hebronct.com>  
**Subject:** Town of Hebron Board of Selectmen vacancy

Mr. Tierney,

My name is Sean Fitzgerald, and I would like to express my interest in filling the vacant position of Selectman.

I chose Hebron as the place to set down roots and start a family in 2008, and haven't looked back. I have a daughter who is a freshman at RHAM high school, and another who is attending HES. Both are involved in sports programs through Parks and Rec, softball and soccer respectively. In what spare time allowed between work and parenting, I have been involved with HAMR softball as a coach since 2021.

Hebron has given so much to my family; I feel it is time for me to give back, which is why I am excited that this opportunity arose, and I look forward to being able to serve.

Thank you for your consideration,

Sean Fitzgerald

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



June 3rd, 2025

To: Hebron Board of Selectmen  
c/o Andy Tierney, Town Manager  
Town Office Building  
15 Gilead St.  
Hebron CT, 06248

Mr. Tierney:

The Hebron Republican Town Committee, being informed of a vacancy on the Board Of Selectmen, discussed during the May business meeting putting forth a recommendation to fill such vacancy. With unanimous support from those voting members present at the May meeting, I forward to you the recommendation that Sean Fitzgerald be selected to fill the open position on the Hebron Board Of Selectmen.

Sean has lived in Hebron with his wife since 2008, raising their family, and their children attending both school systems. He coaches softball for HAMR and values Hebron's rural character, strong community spirit, well-maintained infrastructure, and active Parks and Recreation department. Grateful for what Hebron has given his family, Sean wants to give back to the community by serving as one of the town's Selectmen.

We can think of no better advocate for our town and hope that the Board of Selectmen see fit to appoint Sean Fitzgerald for the remainder of the vacated term.

Respectfully,

Jason Guidone  
Chair, Hebron Republican Town Committee  
[Hebronrepublicans.org](http://Hebronrepublicans.org)

Copy: Keith Petit, Board Selectmen Chair

**TOWN OF HEBRON  
BOARD OF SELECTMEN  
REGULAR MEETING  
JUNE 26, 2025**

**DEPARTMENT OF PUBLIC WORKS ACTION COMMITTEE UPDATE**

An update will be provided at the meeting.

**TOWN OF HEBRON  
BOARD OF SELECTMEN  
REGULAR MEETING  
JUNE 26, 2025**

**CHARTER REVISION FINAL REPORT**

Attached is correspondence from the Charter Revision Commission providing their response to the Selectmen's recommendations. Also attached is an updated redline version of the proposed revisions.

The Selectmen should now work to finalize the proposed Charter revisions and determine how to present to the voters at the November election. The Final Report will be sent to the Town Attorney for review. The CRC plans to attend the July 10, 2025, BOS meeting to respond to any questions, at which time the BOS should plan to finalize the proposed revisions.



## *Town of Hebron*

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ANDREW J. TIERNEY  
TOWN MANAGER

KEITH PETIT  
CHAIRMAN

DANIEL LARSON  
VICE CHAIRMAN

TIFFANY V. THIELE  
SELECTMAN

CLAUDIA TEJADA RILEY  
SELECTMAN

**DATE:** June 17, 2025

**TO:** Keith Petit, Chairman Board of Selectmen

**CC:** Andrew J. Tierney, Town Manager  
Francesca Villani, Acting Town Clerk

**FROM:** Charter Review Commission

Dear Chairman Petit:

The Charter Review Commission (CRC) appreciates the Board of Selectmen's thoughtful questions, review and follow up items for reconsideration. The CRC is thankful for your continued engagement with the Charter review process. At its regular meeting on Wednesday, June 11, 2025, the CRC carefully reviewed and discussed the Board of Selectmen's recommendations for consideration. The CRC offers the following responses to the items in the Board of Selectmen's letter dated June 5, 2025, as agreed to by a majority of the Commission:

### **1. Charge No. 1 – Section 105(G)**

The CRC reviewed the Connecticut General Statutes as they pertain to the change of a Board of Selectmen to a Town Council. Specifically, the CRC reviewed the following statutes and agreed that the change would not affect the current ex-officio status and operations of the Board. Specifically:

- Conn. Gen. Stat. Chapter 91
  - § 7-10 *Oath*. An oath is currently a requirement of the Hebron Town Charter for all elected positions and as such would have no effect.
  - § 7-12 *Duties of Selectmen*. This statute states that “members should superintend the concerns of the town, adjust and settle all claims against it and draw orders on the treasurer for their payment.” Under Conn. Gen. Stat. §7-194, “all towns, cities or boroughs which have a

charter or which adopt or amend a charter under the provisions of this chapter shall have the following specific powers in addition to all powers granted to towns, cities and boroughs under the Constitution and general statutes: To manage, regulate and control the finances and property, real and personal, of the town, city or borough and to regulate and provide for the sale, conveyance, transfer and release of town, city or borough property and to provide for the execution of contracts and evidences of indebtedness issued by the town, city or borough." As such, this statute covers the financial duties of the Board or Council.

- § 7-12a *First selectman to be chief executive officer and ex-officio member of town boards, commissions and committees.* This statute specifically references towns with a First Selectman form of government only. Hebron has a Board of Selectmen and Town Manager form of government so this statute would not apply.
- § 7-12b *Records of Meetings.* Meetings and subsequent posting and minutes of are covered under the State of Connecticut Freedom of Information Act and as such would have no effect.
- § 7-13 *Orders on Town Treasurer.* The duties in this statute are covered in Charter for the Board/Council and in Conn. Gen. Stat. § 7-194 which states "Subject to the provisions of section 7-192, all towns, cities or boroughs which have a charter or which adopt or amend a charter under the provisions of this chapter shall have the following specific powers in addition to all powers granted to towns, cities and boroughs under the Constitution and general statutes: To manage, regulate and control the finances and property, real and personal, of the town, city or borough and to regulate and provide for the sale, conveyance, transfer and release of town, city or borough property and to provide for the execution of contracts and evidences of indebtedness issued by the town, city or borough."
- § 7-14 *Land records indexes. Examination of land records. Attestation of records and photocopies. Town records. Certification as to examination of records and indexes. General index of land records. Penalties.* This section specifically states Board of Selectmen or administrative head of the town if other than selectmen.

- Conn. Gen. Stat. § 7-193 *Required provisions. Organization of government.* This statute specifically states in part “...(1) The municipality shall have a legislative body, which may be: (A) A town meeting; (B) a representative town meeting; (C) a board of selectmen, **council**, board of directors, board of aldermen or board of burgesses; or (D) a combination of a town meeting or representative town meeting and one of the bodies listed in subparagraph (C). In any combination, the body having the greater number of members shall have the power to adopt the annual budget and shall have such other powers as the charter prescribes, and the body having the lesser number of members shall have the power to adopt, amend and repeal ordinances, subject to any limitations imposed by the general statutes or by the charter. The number of members in any elective legislative body, the terms of office of such members and the method by which they are elected shall be prescribed by the charter...”

## 2. Charge No. 2

Although the Board of Selectmen did not support the inclusion of the supermajority requirement for removal of Town Clerk, the CRC’s recommendation is to include this provision. The CRC notes that the appointment or removal of an employee from this position has the potential to be political due to the history of the position. In addition, we considered the following:

- Andrew Tierney’s letter to the CRC dated June 11, 2025, that states in part “...To remove an individual of the listed officers in the charter by a supermajority vote I see as a potential problem for a sitting Town Manager. I believe discipline and dismissal would have to come along with merit and it would still need a majority vote from the Board of Selectmen for approval. As a counter to this proposal, I strongly agree with the suggestion to have a review board in place to hear the grievances of an individual being removed. I strongly agree with this suggestion, and I hope the Charter Revision Commission will see it as an alternative. However, I am aware that the Town Clerk’s position feels strongly a supermajority is preferred. I do not have a problem with a requirement for that office as that position has different circumstances and I could see where politics could pressure a decision...”
- Francesca Villani’s letter to the CRC dated April 24, 2024, that states in part “...The language of the Charter should specify that the Town Clerk’s removal can only be initiated upon resignation, death or just cause. Just cause being defined as any continued and repeated failure to perform the duties of the Town Clerk, or any willful, material, and serious violation of any criminal statute or common law fraud, or any other willful misconduct which is



materially injurious to the financial condition or reputation of Hebron or is otherwise materially injurious to Hebron or any of its employees or agents. Any proposed termination of the Town Clerk shall be initiated only upon written complaint of the Town Manager. Any such written complaint shall clearly state the grounds upon which removal is requested and shall be filed with the Board of Selectmen. The Board of Selectmen shall be the authority having the power of removal subject to the conditions set forth after due hearing..."

The CRC did not specifically discuss an appeal process but recommend the BOS consider adding to Section 801.

**3. Charge 10 – Section 105(A)**

The CRC's recommendation is to reference the relevant statute of local Board of Education in the definition of Town Agency. Specifically, adding the following sentence to the definition: "The Charter acknowledges that the Hebron Board of Education is not an agent of the Town but creature of the State per C.G.S. 170."

**4. CRC Recommendation for Section 208(D)**

Initially, the CRC was split (3 in favor; 3 opposed) on the provision to have the appointment of a vacancy on the Board of Selectmen (Town Council) go to Special Election after ninety (days) if the Board was unable to come to an agreement on an appointment. After the CRC meeting on June 11, 2025, the majority of the CRC (4 in favor; 2 opposed) is recommending removal of this provision. It is the hope of the CRC that the members of the Board would be able to perform their duties in a responsible, civil manner and come to a compromise on a qualified candidate. The CRC did have discussion on 90 versus 120 days if the Board of Selectmen chose to add a provision on moving to a Special Election for appointment in the Charter. The majority (but not unanimous) of the CRC agreed to 120 days versus 90 days.

**5. CRC Recommendation for Section 709**

The CRC agrees with the retraction of the supermajority recommendation except for the Town Clerk, however, asks that the Board of Selectmen seek the Town Attorney's legal opinion on Removal for Cause when such removal comes before them.

**6. CRC Recommendation for Section 801**

The CRC agrees with the retraction of the supermajority recommendation except for the Town Clerk.

The CRC did not specifically discuss an appeal process but recommend the Board of Selectmen consider adding to Section 801.

**7. CRC Recommendation for Section 803**

The CRC agrees with the retraction of the supermajority recommendation except for the Town Clerk. To this end, the CRC recommends that the Town Clerk be listed separately in this section with language as follows: "There shall be an appointed Connecticut Certified Town Clerk. The Town Manager shall appoint, and may remove, subject to at least four (4) affirmative votes of the Town Council."

**8. CRC Recommendation for Section 805**

The CRC agrees with the retraction of the provision of the Town Attorney not having a personal or financial interest in the Town. It is the CRC's understanding, that all contracts that go out to bid, including that of the Town Attorney, require the contractor to sign and acknowledge the Hebron Code of Ethics which includes this provision.

Additionally, the CRC is recommending the following language change regarding a requirement to hire an attorney from a firm rather than a personal attorney: "The Town Manager, subject to the approval of the Town Council, may appoint and remove the Town Attorney which shall be a firm of attorneys-at-law admitted to practice in this State."

The CRC appreciates the opportunity to provide further feedback and recommendations to the Board of Selectmen. Should you wish to discuss any items further, the CRC plans to attend the Board of Selectmen meeting on July 10, 2025.

The Commission appreciates your partnership in shaping a Charter that reflects both our Town's heritage and future aspirations.

Sincerely,



Heather R. Petit  
Chair, Hebron Charter Revision Commission



# *Town of Hebron*

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ANDREW J. TIERNEY  
TOWN MANAGER

KEITH PETIT  
CHAIRMAN

DANIEL LARSON  
VICE CHAIRMAN

TIFFANY V. THIELE  
SELECTMAN

CLAUDIA TEJADA RILEY  
SELECTMAN

June 5, 2025

**TO:**

Charter Revision Commission  
Francesca Villani, Acting Town Clerk  
Andrew J. Tierney, Town Manager

Dear Members of the Charter Revision Commission:

The Hebron Board of Selectmen extends our sincere appreciation to the Charter Revision Commission (CRC) for its thorough and thoughtful review of the Hebron Town Charter. It is clearly evident that the CRC approached this responsibility with diligence and care, resulting in a well-considered set of recommendations.

The Board of Selectmen reviewed the entire First Draft Report at a Special Meeting held on May 29, 2025. We are returning the report with a few comments and recommendations for your consideration. While we find the majority of the proposed revisions acceptable, we respectfully request further review or revision of the following items:

1. **Charge No. 1 – Section 105 (G):** The Board supports the proposed change to a Town Council structure. However, we request confirmation from the CRC that this change will not affect the current ex-officio status and operations of the Board of Selectmen. Reference CGS Chapter 91 and 7-193 for how changes in name might affect abilities.
2. **Charge No. 2:** While the Board agrees with the transition to an appointed Town Clerk, we do not support the inclusion of a supermajority requirement for removal.
3. **Charge No. 10 – Section 105 (A):** The Board requests that the CRC review and reconsider this section, consider CGS and seek a legal opinion for further clarity.
4. **CRC Recommendation for Section 208 (D):** We ask the CRC to reconsider this recommendation, including exploring the alternative of holding a Special Town Meeting or other alternatives. Additionally, if the current recommendation proceeds, we suggest extending the timeframe from 90 to 120 days.

5. **CRC Recommendation for Section 709:** The Board does not support this recommendation. We oppose the requirement of a supermajority and recommend that the existing language be retained.
6. **CRC Recommendation for Section 801:** Similarly, the Board is not in favor of a supermajority requirement. We recommend keeping the current language and suggest consideration of adding language providing for an appeals process through the Town Council in cases of removal.
7. **CRC Recommendation for Section 803:** The Board does not support this recommendation. We oppose the requirement of a supermajority and recommend that the existing language be retained.
8. **CRC Recommendation for Section 805:** We request that the CRC revisit the proposed language. Specifically, the Board suggests considering the appointment of a legal firm rather than an individual attorney and reviewing how this role aligns with our existing Code of Ethics.

The Board of Selectmen plans to attend the CRC meeting scheduled for June 11, 2025, to discuss these matters in greater detail.

Once again, thank you for your time, effort, and commitment to improving the Hebron Town Charter. Your work is commendable and appreciated by the entire Board.

Sincerely,

Keith Petit  
Chairman  
Hebron Board of Selectmen



ANDREW J. TIERNEY  
TOWN MANAGER

## *Town of Hebron*

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CHAIRMAN

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VICE CHAIRMAN

TIFFANY V. THIELE  
SELECTMAN

CLAUDIA TEJADA RILEY  
SELECTMAN

June 11, 2025

Ms. Heather Petit, Chairman  
Charter Revision Commission  
15 Gilead Street  
Hebron, Connecticut 06248

Dear Chairman Petit,

First, I would like to thank you and the Charter Revision Committee for all the hard work and due diligence in updating Hebron's town charter. The Committee has done a comprehensive overview, added suggestions, were thoughtful and worked collaboratively for the final product.

In review of the Committee's recommendations, I have a couple of comments for consideration:

- Section 805. Appointment of Town Attorney. The added language regarding the town attorney is covered in an attorney's professional code of ethics and, I believe strongly, that this should not be added to the town's charter. Although the main attorney lives in town, our contract is with Halloran and Sage of Hartford, Connecticut and is billed as such. We currently use different attorneys in the firm depending on the issue, whether it be a construction contract or land use matter, we consult with the appropriate attorney based on area of expertise. I also feel this could be restrictive in the future and would increase our budget for legal services. We currently enjoy a lower hourly rate than most firms charge for this service.
- Chapter VIII. Administrative Officers, Department Heads and Employees. To remove an individual of the listed officers in the charter by a supermajority vote I see as a potential problem for a sitting Town Manager. I believe discipline and dismissal would have to come along with merit and it would still need a majority vote from the Board of Selectmen for approval. As a counter to this proposal, I strongly agree with the suggestion to have a review board in place to hear the grievances of an individual being removed. I strongly agree with this suggestion, and I hope the Charter Revision Commission will see it as an alternative. However, I am aware that the Town Clerk's position feels strongly a supermajority is preferred. I do not have a problem with a requirement for that office as that position has different circumstances and I could see where politics could pressure a decision.

As Hebron's Town Manager, I hope the Commission will consider my suggestions seriously as it may affect how I perform my duties in the best interest of Hebron.

If you or the Committee need clarification of these comments, please contact me directly. Thank you for your continued support.

Sincerely,

A handwritten signature in blue ink, reading "Andrew J. Tierney". The signature is fluid and cursive, with a large loop at the end of the last name.

Andrew J. Tierney  
Town Manager

AJT:dw





# TOWN OF HEBRON

15 Gilead Street  
Hebron, CT 06248  
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Francesca Villani, JD, CCTC, CMC  
Town Clerk  
Registrar of Vital Statistics  
[fvillani@hebronct.com](mailto:fvillani@hebronct.com)

Elisabeth Irish, CCTC  
Assistant Town Clerk  
Assistant Registrar of Vital Statistics  
[eirish@hebronct.com](mailto:eirish@hebronct.com)

Date: April 24, 2024  
To: Charter Revision Commission – 2024  
From: Francesca Villani, Town Clerk  
RE: Town Clerk position Elected vs Appointed

I have been invited to attend the April 24<sup>th</sup> meeting of the Hebron Charter Revision Commission to address the issue of an elected versus an appointed Town Clerk for our town. In an effort to be informative and unbiased I have presented a set of Pros and Cons regarding this question in a separate document.

The points made in the pros and cons document are a collaboration of ideas expressed by the community of clerks to which I belong, the CT Town Clerk's Association, as well as the opinions and points of view of many other clerks who have wrestled with this issue within their communities throughout the country. I have further sought the perspective of an assessor or two that has also addressed this issue with respect to their positions.

The recommendation below is one that has been adopted by other towns to address the concerns of constituents and to provide the best possible service that can be offered by the office of the Town Clerk.

The overriding concern reiterated by every constituent presenting an opinion has been the same; that of the importance of neutrality and independence of the Town Clerk. The belief that the people of Hebron are best served by a Town Clerk who has no political or personal allegiance to the Town's management or governing authority. The allegiance of the Town Clerk to the constituents of Hebron is of primary concern to those who have expressed an opinion.

An independent Town Clerk is free to act in strict accordance with statute and in the best interest of the community because they are answerable to the people. Continuity and consistency in the staffing of the Town Clerk's office is a necessity as experience, education and institutional knowledge are required to competently fulfill the obligations of the office.

My recommendation to this committee is to consider the option of a Qualified Appointed vs a Politically Appointed Town Clerk. The distinction being that a Qualified Appointment is someone chosen based upon ability, education and experience not upon political connections or popularity. By appointing the most qualified candidate as Town Clerk, Hebron receives the best possible person available to serve their needs. The pool of candidates is not limited to town residents. We currently have an extremely experienced, proficient Assistant Town Clerk who would easily step into the position of Town Clerk if that option were available. She is not a resident of Hebron, although she has deep rooted connections to this town through her family. Hebron would be well served by the promotion of the Assistant Town Clerk when that time presents itself. Under the existing terms of the Hebron Charter, as a non-resident, Hebron's Assistant Town Clerk would not be eligible to run for the position of Town Clerk. If one of the primary concerns of our residents and town management is to maintain continuity of service from the Town Clerk's office, losing a qualified, experienced Assistant Town Clerk because of Charter restrictions would be a loss for Hebron.

A Town Clerk position established based on qualifications, education and experience, whose job will be specifically protected from political or administrative pressure by language added to the Charter, assures Hebron of both the independence of the office and that the position will be filled by the person best suited to the job.

The Qualified Appointed Town Clerk will be someone who has proven to be the most competent applicant for the position. That person having demonstrated the professional and educational standards required of any director level position within town government and whose position is assured for so long as they continue to perform the functions of the job in a manner that is consistent with statutory requirements. The language of the Charter should specify that the Town Clerk's removal can only be initiated upon resignation, death or just cause. Just cause being defined as any continued and repeated failure to perform the



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Elisabeth Irish, CCTC  
Assistant Town Clerk  
Assistant Registrar of Vital Statistics  
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duties of the Town Clerk, or any willful, material, and serious violation of any criminal statute or common law fraud, or any other willful misconduct which is materially injurious to the financial condition or reputation of Hebron or is otherwise materially injurious to Hebron or any of its employees or agents. Any proposed termination of the Town Clerk shall be initiated only upon written complaint of the Town Manager. Any such written complaint shall clearly state the grounds upon which removal is requested and shall be filed with the Board of Selectmen. The Board of Selectmen shall be the authority having the power of removal subject to the conditions set forth after due hearing.

It is my proposition that the Qualified Appointed Town Clerk will have demonstrated the aptitude to perform the job and be assured of the independence of the office so they can freely fulfill statutory directives without fear of reprisal. As both these concerns and requirements are integral to the Town Clerk being answerable to the people of Hebron foremost and to the capable performance of the responsibilities of the job, this is an option that I feel comfortable recommending and endorsing in the best interests of Hebron.

Respectfully submitted,  
Francesca Villani  
Hebron Town Clerk

Attached: Pros & Cons Document

Sample language for Charter revision consideration:

*"The Town Clerk shall continue to hold office until resignation, death or removal for "Just Cause." Just Cause shall mean any continued and repeated failure to perform the duties of the Town Clerk, or any willful, material, and serious violation of any criminal statute or common law fraud, or any other willful misconduct, which is materially injurious to the financial condition or reputation of, or is otherwise materially injurious to the Town, or any of its employees or agents. Any proposed termination shall be initiated only upon written complaint of the Town Manager. Any such complaint shall specify in writing all grounds upon which removal is requested and shall be filed with the Town Council. The Town Council shall be the authority having the power of removal, subject to a Hearing conducted by the Town Council."*

Watertown Charter p 18





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Elisabeth Irish, CCTC  
Assistant Town Clerk  
Assistant Registrar of Vital Statistics  
[eirish@hebronct.com](mailto:eirish@hebronct.com)

Date: April 24, 2024  
To: Charter Revision Commission – 2024  
From: Francesca Villani, Town Clerk  
RE: Town Clerk position Elected vs Appointed - Pros & Cons Document

ELECTED	
PROS	CONS
<p>1. <u>Electorate's Choice</u> –</p> <ul style="list-style-type: none"><li>An elected official adds accountability to the constituency and to the statutory requirements of the position rather than to the Town's management. This point has been most often expressed by electors who have voted against the proposed elimination of this position as one selected through election.</li></ul>	<p>1. <u>Qualifications</u> –</p> <ul style="list-style-type: none"><li>An elected Town Clerk can win on popularity not qualifications.</li><li>The pool of candidates is restricted to the electorate. Within a town such as Hebron the current existing pool of candidates who are qualified and educated in the responsibilities of the office of the Town Clerk is extremely limited.</li><li>Having an unqualified, untrained person occupying the position of Town Clerk in an office limited to two people is not in the best interests of Hebron.</li><li>The office is required to always have a qualified person in the office. An elected town clerk would require at least 4 years to run through an entire election cycle and 3 years to complete the certification program. Having reached a minimum level of competency in the position, the Town Clerk would be subject to running for election to maintain the position. If not re-elected, the town would have expended resources in training that would not see a long-term gain.</li><li>There is no incentive for a qualified, experienced, hired, non-resident Assistant Town Clerk, to train a superior who is receiving compensation that exceeds their own.</li></ul>
<p>2. <u>Greater Transparency and Accountability</u> -</p> <ul style="list-style-type: none"><li>Direct accountability through election creates the need for the Town Clerk to respond favorably and diligently to those who put them in office</li></ul>	<p>2. <u>Politicization</u>:</p> <ul style="list-style-type: none"><li>An elected Town Clerk may be beholden to the party and people who helped to support their candidacy and election.</li><li>The office requires that the Town Clerk</li></ul>



# TOWN OF HEBRON

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	remain impartial and supportive of all views and perspectives equally. This is a difficult ask when a given party or committee has been instrumental in the Town Clerk being elected.
<p>3. <u>Politically Independent</u> –</p> <ul style="list-style-type: none"> <li>An elected Town Clerk does not have to become involved in the politics of town management.</li> <li>Activities of the Town Clerk remain separated as an elected official is not accountable to town management.</li> </ul>	<p>3. <u>Continuity</u>:</p> <ul style="list-style-type: none"> <li>Each 4 year election cycle exposes the position to being filled by an unqualified, inexperienced Town Clerk who can win an election based purely on popularity and name recognition rather than qualifications.</li> </ul>
APPOINTED	
PROS	CONS
<p>1. <u>Qualification Based Selection</u>:</p> <ul style="list-style-type: none"> <li>The appointment of a Town Clerk would presumably be qualification based.</li> </ul>	<p>1. <u>Compromised Public Accountability</u>:</p> <ul style="list-style-type: none"> <li>The appointed Town Clerk has no direct accountability to the electorate of Hebron. They may feel less need to be responsive to the concerns and requests of residents.</li> </ul>
<p>2. <u>Continuity</u>:</p> <ul style="list-style-type: none"> <li>The appointed Town Clerk generally serves at the discretion of town management, the Town Manager and Board of Selectmen. This generally means that the Town Clerk will continue to serve in the position for a period beyond a 4-year elected term.</li> <li>Continuity in this office is a desirable goal due to the extensive amount of statutory and institutional knowledge required to obtain competency in the position.</li> </ul>	<p>2. <u>Divided Loyalties</u>:</p> <ul style="list-style-type: none"> <li>Where the Town Clerk is appointed, they can feel pressured into responding to the requests and desires of town management.</li> <li>The lack of separation between town management and the Town Clerk is a concern of the electorate who have supported an independent Town Clerk.</li> <li>Appointment can also be based on patronage rather than qualifications which would be detrimental to the actual performance of the job.</li> </ul>
<p>3. <u>Non-Political Appointment</u>:</p> <ul style="list-style-type: none"> <li>An appointed Town Clerk does not need to be endorsed or supported by a political party.</li> <li>They can act without concern for campaigning every 4 years to maintain their position. This suggests greater focus on the actual functions of the office and the neutrality demanded of the job.</li> </ul>	<p>3. <u>Lack of Public Engagement</u>:</p> <ul style="list-style-type: none"> <li>A Town Clerk who does not have to rely on the population to elect them is not motivated to engage in community activities.</li> </ul>

# **TOWN CHARTER**

## **TOWN OF HEBRON, CONNECTICUT**

**APPROVED NOVEMBER 8, 1988  
IMPLEMENTED NOVEMBER 21, 1989**

**CHARTER AMENDMENTS  
APPROVED NOVEMBER 5, 1996  
EFFECTIVE NOVEMBER 19, 1996**

**CHARTER AMENDMENTS  
APPROVED NOVEMBER 4, 2003  
EFFECTIVE NOVEMBER 18, 2003**

**CHARTER AMENDMENTS  
APPROVED NOVEMBER 3, 2009  
EFFECTIVE NOVEMBER 17, 2009**

**CHARTER AMENDMENTS  
APPROVED NOVEMBER 4, 2014  
EFFECTIVE NOVEMBER 18, 2014**

**CHARTER AMENDMENTS  
APPROVED NOVEMBER 5, 2019  
EFFECTIVE NOVEMBER 19, 2019**

**CHARTER AMENDMENTS  
APPROVED NOVEMBER 4, 2025  
EFFECTIVE NOVEMBER 18, 2025**



# TOWN OF HEBRON, CONNECTICUT

## TOWN CHARTER

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## **Chapter I. INCORPORATION AND GENERAL POWERS**

### **Section 101. Incorporation**

All of the inhabitants dwelling within the territorial limits of the Town of Hebron, as heretofore constituted, shall continue to be a body politic and corporate under the name of "The Town of Hebron", hereinafter called "the Town", and as such shall have perpetual succession and may hold and exercise all powers and privileges heretofore exercised by said Town and not inconsistent with the provisions of this Charter, the additional powers and privileges herein conferred and all powers and privileges conferred upon Towns under the Constitution and General Statutes of the State of Connecticut.

### **Section 102. Rights and Obligations**

All property, both real and personal, all rights of action and rights of every description and all securities and liens in said Town as of the effective date of this Charter are continued. Nothing herein shall be construed to affect the rights of the Town to collect any assessment, charge, debt or lien. The Town shall continue to be liable for its debts and obligations. If any contract has been entered into by said Town prior to the effective date of this Charter, or any bond or undertaking has been given by or in favor of said Town, which contains provisions that the same may be enforced by any office or agency therein named which is hereby abolished or superseded by the creation herein of a new commission, board, agency or office to which are granted similar powers and jurisdiction, such contracts, bonds or undertakings shall continue in full force and effect. The powers conferred and the duties imposed with reference to the same upon any office or agency, shall, except as otherwise provided in this Charter, hereinafter be exercised and discharged by the chief executive officer of said Town.

### **Section 103. General Grant of Power**

In addition to all of the powers granted to Towns under the Constitution and General Statutes of the State of Connecticut, or which may hereafter be conferred, the Town shall have all powers specifically granted by this Charter and all of the powers fairly implied in or incidental to the powers expressly granted, all powers conferred by the ~~General Statutes~~ C.G.S., as amended, and by special acts of the General Assembly, not inconsistent with this Charter, and all other powers incident to the management of the property, government and affairs of the Town, including the power to enter into contracts with the United States Government or any branch thereof, or any other body politic or corporate not expressly forbidden by the Constitution or General Statutes of the State of Connecticut. The enumeration of particular powers in this and any chapter of this Charter shall not be construed as limiting this general grant of power, but shall be considered as an addition thereto.



#### Section 104. Effect of the Charter

This Charter shall be the organic law of the Town in the administration of local affairs. Special acts, ordinances, bylaws, rules, regulations and resolutions inconsistent with this Charter and superseded by it shall have no further force and effect after the effective date of this Charter. Other special acts affecting the Town and all ordinances, bylaws, rules, regulations and resolutions duly adopted and in force before the effective date of this Charter shall remain in full force and effect.

#### Section 105. Definitions

Whenever used in the context of this Charter, the following words and phrases shall have the following meanings:

- A. **Town Agency** shall mean all of the elected and appointed boards, agencies, commissions, authorities and committees of the Town, including the Town Council and the local Board of Education. The Charter acknowledges that the Hebron Board of Education is not an agent of the Town but a creature of the State per C.G.S. 170;
- B. **Supplemental Appropriation** shall mean an appropriation that is in addition to the total amount of the budget at any given point in time. It is not a transfer within or between departments;
- C. **Department** shall mean a unit of administration for budgetary purposes. There need not be a director of a department;
- D. **Town Officer** means a member of a Town Agency as defined in "A." above, those officers and employees enumerated in Section 802, and all elected officials;
- E. **Connecticut General Statutes** (C.G.S.) or **General Statutes** shall mean the Connecticut General Statutes, Revision of 1958 as the same may be revised amended from time to time;
- F. ~~**Selectmen Council** (plural)~~ shall mean the ~~Board of Selectmen~~ Town Council;
- G. **Councilor** shall mean a member of the Town Council;
- G. ~~**Masculine gender** shall include the feminine and the feminine shall include the masculine;~~
- H. ~~**Singular** shall include the plural and the plural shall include the singular unless the context otherwise requires;~~
- H.I. **Day** shall mean a calendar day unless otherwise specified in the Town Charter.



I.J. **Town Government Budget** is the total town budget less Hebron Board of Education budget and the Regional School District #8 ("RHAM") Levy.

J.. **Town and Hebron Board of Education Budget (Town & HBOE Budget)** is the total Town Government Budget and the Hebron Board of Education Budget.

## Chapter II. ELECTIONS

### Section 201. General

Nomination and election of federal and state officials and of such Town Officers and Town Agencies as are provided for in this Charter, shall be conducted, and the Registrars of Voters shall prepare lists of electors qualified to vote therein, in the manner prescribed by law.

### Section 202. Federal and State Officers

Nominations and elections of federal and state officers, Registrars of Voters and Justices of the Peace shall be conducted as prescribed in the ~~Connecticut General Statutes~~. C.G.S.

- A. At the regular state election held on November 8, 1992 and every four (4) years thereafter, there shall be elected two (2) Registrars of Voters, whose terms of office shall commence on the Wednesday after the first Monday in January following their election.
- B. Justices of the Peace shall be selected in the manner prescribed for in the ~~General Statutes~~ C.G.S. and by Town Ordinance.

### Section 203. Town Officers - General Election

- A. There shall be elected a ~~Board of Selectmen~~ Town Council consisting of five (5) members each of whom shall serve four (4) year overlapping terms. .
- B. There shall be elected a Board of Finance, consisting of five (5) members, each of whom shall serve four (4) year overlapping terms.
- C. ~~There shall be elected a Town Clerk, whose term of office shall be four (4) years and shall commence on the Wednesday after the first Monday in January following the Town election.~~
- D. There shall be elected members to the following Town Agencies for the terms specified herein. Except as otherwise provided in this Charter, such Town Agencies shall have powers and duties as are provided in the ~~Connecticut General Statutes~~

C.G.S. Electors may vote for, and each political party may nominate, as many candidates as there are available seats to be filled on the following Town Agencies, specifically including the Board of Assessment Appeals and the Board of Education provided, however, that the election requirements of C.G.S. § 9-204b shall apply to the Board of Education:

1. A Board of Assessment Appeals, consisting of three (3) members, each of whom shall serve four (4) year overlapping terms; with up to three (3) appointed alternates who shall serve four (4) year overlapping terms.
  2. A Planning and Zoning Commission consisting of five (5) members and two (2) alternates, each of whom shall serve four (4) year overlapping terms;
  3. A Zoning Board of Appeals consisting of five (5) members and three (3) alternates, each of whom shall serve four (4) year overlapping terms;
  4. A Board of Education, hereinafter referred to as the "Local Board", consisting of seven (7) members, each of whom shall serve four (4) year overlapping terms;
- E. All terms of office, except as otherwise provided in this Charter, shall commence on the second Tuesday following the Town election. Elected Town officers shall hold office until their successors have been chosen and qualified.
- F. Elected officials, other than members of the ~~Board of Selectmen~~ Town Council, shall receive such compensation as may be approved in the annual budget. Reimbursement of expenses incurred by elected officials in performing official duties shall be authorized by the Board of Finance and subject to any appropriation in the annual budget. All fees collected by elected officials shall be remitted to the general fund.

#### **Section 204.        The Regional Board of Education**

Members of the Regional Board of Education shall be elected concurrent with municipal elections. Said members shall serve four (4) year overlapping terms, commencing December 1<sup>st</sup> of the year in which elected. The Town shall elect members of the Regional District #8 Board of Education in the manner provided for by C.G.S. § 10-46 (a) and (c). ~~as amended from time to time.~~

#### **Section 205.        Eligibility**

No person shall be eligible for election to any Town office who is not, at the time of ~~his~~ election, an elector of said Town. Any person ceasing to be an elector of said Town shall



thereupon cease to hold elective office in the Town. The resulting vacancy shall be filled pursuant to Section 208.

**Section 206. Minority Representation**

- A. Except as otherwise provided, minority representation on all Town Agencies, as defined in Section 105 of this Charter, shall be determined in accordance with the provisions of C.G.S. § 9-167a.
- B. Minority representation on the local Board of Education shall be determined by C.G.S. § 9-204b.
- C. Minority representation on the Regional Board of Education shall be determined pursuant to C.G.S. § 10-46 (c).

**Section 207. Tie Resolution**

When any municipal election conducted pursuant to the provisions of this Charter results in a tie, with the consent of the tied candidates, the tie may be broken by the single toss of a coin by a third party agreeable to tied candidates. Otherwise, when any regular or special municipal election, primary election or referendum conducted pursuant to the provisions of this Charter results in a tie, an adjourned election shall be conducted in accordance with the provisions of C.G.S. § 9-332 to determine who shall be elected, or in the case of a question at referendum whether it shall be accepted or rejected. The provisions of this section shall not apply to questions at referendum under which the provisions of this Charter or the ~~General Statutes~~ C.G.S. require a minimum number of electors voting in favor of such questions for approval.

**Section 208. Vacancies - Elective Office**

- A. Any vacancy arising in any elective office or Town Agency shall be filled in accordance with this Section 208 following the date of notice to the Town Clerk and acceptance of any resignation or the determination by the ~~Board of Selectmen~~ Town Council of such vacancy. Any such appointment shall be made by vote of the ~~Board of Selectmen~~ Town Council and shall be for the unexpired portion of the term.
- B. In filling vacancies the ~~Board of Selectmen~~ Town Council shall solicit nominations for such vacancies from the political parties as well as from the general public. No appointment shall be made before thirty five (35) days after notification from the ~~Board of Selectmen~~ Town Council. The ~~Board of Selectmen~~ Town Council in filling vacancies shall have the final authority in deciding whom to appoint to fill any vacancy.

C. Vacancies to be filled on the Hebron and RHAM Boards of Education shall be made by the Town Council in consultation with the Hebron Board of Education and Hebron members of the RHAM Board of Education.

**Section 209. Voting Districts**

There shall continue to be one (1) voting district as existed on the effective date of this Charter. The ~~Board of Selectmen~~ Town Council shall have the authority to create additional voting districts as the needs of the Town may require, subject to the approval of the Town Meeting.

**Section 210. Board of Admission for Electors**

The Town Clerk, or any assistants, and the Registrars of Voter, or any deputies, shall constitute the Board of Admission for Electors in accordance with applicable ~~General Statutes~~ C.G.S.

**Chapter III. THE TOWN MEETING**

**Section 301. General**

The Town Meeting shall have authority for final approval of those actions of the Town as hereinafter enumerated, and when considering such actions said meeting shall be deemed to be the legislative body of the Town. The Town Meeting shall also have legislative authority for all other matters not specifically enumerated hereinafter or enumerated in Section 402. All persons deemed to be eligible to vote in Town Meetings as prescribed in the ~~General Statutes~~ C.G.S. shall be eligible to vote in Town Meetings called pursuant to this Charter. Said voters shall be eligible to vote in special referenda called pursuant to this Charter. No Town Meeting shall be called except pursuant to Section 303 and 304 of this Charter.

**Section 302. Town Meeting Procedure**

- A. All Town Meetings shall be called pursuant to C.G.S. § 7-3 by resolution of the ~~Board of Selectmen~~ Town Council, fixing the time and place of said meeting, notice of which shall be given at least five (5) days in advance by publication in a newspaper having a general circulation in the Town, and by posting a notice in a public place. All Town Meetings shall be called to order by the moderator selected to moderate said Town Meeting and all business shall be conducted pursuant to Section 305 of this Charter. The Town Clerk shall serve as clerk of all Town Meetings, but in the absence of the Town Clerk, the moderator shall appoint a clerk of the meeting. Any Town Meeting may be recessed from time to time as the interests of the Town may require, and the moderator may entertain a motion to recess such meeting.



- B. All actions taken at Town Meetings shall be by a majority vote of those present and qualified to vote providing that a quorum is present equal to ~~at least twenty-five (25)~~ at least one half of one percent (.005) of the electors of the Town as determined from the latest official list of the Registrars of Voters. Immediately upon calling the meeting to order, the moderator shall ascertain if a quorum is in attendance. If a quorum is present the meeting shall proceed. If a quorum is not present, the moderator shall recess the meeting to the same day of the next following week.

If a quorum is present at the recessed meeting, the meeting shall proceed. If a quorum is not present at the subsequent Town Meeting, all matters on the call of the Town Meeting shall revert to the ~~Board of Selectmen~~ Town Council who shall have final authority over such matters.

A Town Meeting vote on any matter on the call of the Town Meeting shall be by paper ballot if more than twenty percent (20%) of present and qualified voters vote to require that the matter on the call be decided by a paper ballot vote.

### **Section 303. Special Town Meetings**

Special Town Meetings shall be called by the ~~Board of Selectmen~~ Town Council and shall follow Section 302 of this Charter for consideration of the following:

- A. The issuance of bonds and all other forms of financing (Refer to Section 910 Borrowing); the terms of which are in excess of one (1) year;
- B. Any supplemental appropriation which exceeds two percent (.02) ~~one percent (.01)~~ of the current year's Town and Hebron Board of Education Budget limit set forth in Section 905 B, ~~excluding any bonds or notes issued subject to 910 D~~;
- C. With the exception of the acquisition of open space contained within a plan of subdivision approved by the Planning and Zoning Commission in accordance with Chapter 126 of the General Statutes C.G.S., the acquisition or disposition of the fee title to real estate by the Town;
- D. The creation, consolidation, modification or abolition of any permanent Town Agency or department not otherwise provided for in this Charter, provided however, any newly created Town Agency or department shall come under the provisions contained in this Charter;
- E. Leases and lease options to which the Town, including the local Board of Education, is a party which involve a term or obligation in excess of one (1) year, excluding leases of personal property;

- F. Any appropriation from the ~~C~~apital and ~~N~~on-~~R~~ecurring ~~E~~xpense ~~F~~und, not included in the annual budget, which exceeds ~~one percent (.01)~~ one-half of one percent (.005) of the current year's Town Government Budget, as defined in Section 105;
- G. The acceptance of any federal, state or private grant which participation shall require the Town to contribute funds in excess of ~~one-half of one percent (.005)~~ two percent (.02) of the current year's Town Government Budget, as defined in Section 105.
- H. The discontinuance of Town roads;
- I. The establishment of or changes to the geographical boundaries of Voting Districts;
- J. Such other matters or proposals as the ~~Selectmen~~Town Council, in their discretion, shall deem of sufficient importance to be submitted to a Special Town Meeting, including recommendations by the ~~Selectmen~~ Town Council for the adoption, modification or repeal of any ordinance.

#### **Section 304. Petitioned Town Meetings**

- A. Two (2) percent of the electors of the Town, as determined by the latest official registry lists of the Registrars of Voters may, at any time, petition over their signature for a Special Town Meeting concerning such matters provided for in Section 303 C (except for a petition to purchase property), Section 303 D and Section 303 H of this Charter. Any such proposal may be examined by the Town Attorney before being submitted to a Special Town Meeting. The Town Attorney shall be authorized to correct the proposal for repetitions, illegalities and unconstitutional provisions, but may not materially change its meaning or intent.
- B. The Town Clerk shall, within seven (7) days of the receipt of the petition, report to the ~~Selectmen~~Town Council whether the petition yields sufficient valid signatures. If sufficient valid signatures are not found, the Clerk shall so notify the ~~Selectmen~~ Town Council who shall declare the petition invalid. If sufficient signatures are found, the ~~Selectmen~~ Town Council shall call a Special Town Meeting within thirty (30) days of such certification. The same procedures and requirements shall govern Petitioned Town Meetings as govern Special Town Meetings.

#### **Section 305. Panel of Moderators**

- A. There shall be a panel of Town Moderators, consisting of not more than four (4) members, no more than two (2) of whom shall be members of the same political party. The Panel of Moderators shall be appointed by the ~~Board of Selectmen~~ Town Council for a two (2) year term beginning on the first day of December of



each Town election year. Each moderator shall be an elector of the Town and shall have a working knowledge of Robert's Rules of Order as well as Chapter III of the Hebron Town Charter. Following their appointment, the Moderators shall meet to draft a common set of procedures to be used at all Town Meetings, using Robert's Rules of Order as a guideline. Periodically, the Panel of Moderators may meet to discuss, and as necessary, revise, add or delete provisions to the common set of procedures.

- B. Not less than five (5) days prior to any Town Meeting, the ~~Board of Selectmen~~ Town Council shall appoint one of the members of the Panel of Moderators to preside as moderator of the forthcoming Town Meeting and one to serve as an alternate moderator. The ~~Selectmen~~ Town Council shall exercise reasonable care in the selection of the moderators to avoid any conflict of interest. Prior to the Town Meeting the moderators may meet with the person or persons designated by the Town Manager to discuss procedures and conduct of the upcoming meeting. The ~~Board of Selectmen~~ Town Council shall appoint members of the Panel of Moderators on a rotational basis so that each shall act as moderator as nearly equal a number of times as possible. In the event that no Town Moderator is available the ~~Board of Selectmen~~ Town Council may appoint a qualified elector to serve as Special Moderator at a particular meeting.

#### **Chapter IV. ~~BOARD OF SELECTMEN~~ TOWN COUNCIL**

##### **Section 401. Number of ~~Selectmen~~ Town Council Members**

There shall be a ~~Board of Selectmen~~ Town Council consisting of five (5) members. The members shall serve without compensation except for the reimbursement of authorized expenses incurred in the performance of official duties. No more than three (3) members of ~~such Board~~ the Council shall be members of the same political party.

##### **Section 402. General Powers and Duties**

The ~~Board of Selectmen~~ Town Council shall have the powers and duties which, at the effective date of this Charter, were conferred by the Constitution and General Statutes of the State on Boards of Selectmen and shall have such additional powers as shall enable them:

- A. To enact and amend ordinances not inconsistent with this Charter or the ~~General Statutes~~ C.G.S. and to repeal ordinances or amendments adopted under this section;
- B. To recommend to the Town Meeting the creation, consolidation, modification or abolition of Town Agencies and departments of the Town, provided that any such

Town Agency or department created, consolidated, modified or abolished shall be bound by the provisions of this Charter;

- C. In adopting ordinances, to incorporate any nationally recognized code, rules or regulations or any portion thereof, by reference thereto in such ordinance; provided upon adoption of any such ordinance wherein such code, rules or regulations or portions thereof have been incorporated by reference, such code, rules or regulations shall be duly filed in the office of the Town Clerk for inspection and copying by the public at reasonable hours in lieu of publication in any newspaper;
- D. By resolution to regulate the internal procedure of agencies;
- E. To fix the charges, if any, to be made for services rendered by the Town;
- F. To prepare and have published the Annual Town Report;
- G. To accept roads on behalf of the Town, provided that any road so accepted (1) complies with planning and zoning regulations, (2) is certified by the Town Engineer as having been constructed in accordance with Town standards and (3) that proper deeds, which have been approved by the Town Attorney, are in the hands of the ~~Board of Selectmen~~ Town Council. Once acceptance is given, the Town Clerk shall be provided with a copy of the resolution accepting any road(s) and the deed(s) for inclusion with the land records of the Town;
- H. To make such appointments to local and regional agencies as are provided by law subject to the limitations of this Charter and any ordinances of the Town;
- I. To acquire or dispose of any interest in real estate by the Town less than a fee title;
- J. To lease personal property; and
- K. To authorize, apply for, accept and appropriate the proceeds from federal, state and other grants in aid or bequests for any Town purpose. All grant applications must be approved by the Town Council. ~~Board of Selectmen prior to submission.~~

#### **Section 403.        Procedure**

~~At its first meeting, following each biennial Town Election, At a Special Meeting to be held immediately following the swearing in of newly elected officials (second Tuesday after the election)~~ the ~~Board of Selectmen~~ Town Council shall fix a time and place of its regular meetings and provide a method for the calling of special meetings. At this meeting, the ~~Board of Selectmen~~ Town Council shall choose one of its members to be the Chair~~man~~. Also at this meeting, a Vice-Chair~~man~~ shall be chosen who shall act in the



absence or temporary disability of the Chair~~man~~. Nothing shall prohibit the Chair~~man~~ or Vice-Chair~~man~~ from being a full voting and participating member of the ~~Board of Selectmen Town Council~~. The ~~Board of Selectmen Town Council~~ shall, by resolution, determine its own rules of procedure, except that each ~~Selectman-Councilor~~ shall be able to make a motion or offer a proposal which shall be considered by the ~~Board of Selectmen Council~~ without the necessity of a seconding motion. All meetings of the ~~Board of Selectmen Town Council~~ for the transaction of business shall be open to the public, except that the ~~Board of Selectmen Town Council~~ may stand in executive session whenever otherwise permitted or required by law. The votes of each member shall be recorded at the session at which they occur and reported in the minutes of such meeting. The majority of the entire ~~Board of Selectmen Town Council~~ shall constitute a quorum, and no ordinance, resolution, or action except a vote to adjourn or fix the time and place of the next meeting shall be adopted by less than a majority of the entire ~~Board of Selectmen Town Council~~.

#### **Section 404. Public Hearing on and Publication of Ordinances**

At least one public hearing, notice of which shall be given at least five (5) days in advance by publication in a newspaper having a general circulation in the Town, and by posting a notice in a public place, shall be held by the ~~Board of Selectmen Town Council~~ before any ordinance shall be voted upon.

Every ordinance, after passage, shall be duly recorded by the Town Clerk and available for inspection and copying by the public during reasonable hours. Within ten (10) days after final passage, the text of each ordinance shall be published in summary form in a newspaper having circulation within the Town. Nothing herein shall prohibit the periodic codification or recodification of existing Town ordinances.

Every ordinance, unless it shall specify a later date, shall become effective on the twenty first (21<sup>st</sup>) day after such publication following its final passage except if overruled as provided in Section 405 of this Charter.

#### **Section 405. Power of Overrule - Ordinances Adopted by the Board of Selectmen Town Council**

All actions of the ~~Board of Selectmen Town Council~~ on ordinances, except emergency ordinances, shall be subject to overrule at a special referendum in the following manner:

- A. A petition must be filed with the Town Clerk within twenty (20) days after final action by the ~~Board of Selectmen Town Council~~. Two (2) percent of the electors of the Town, as determined by the latest official registry lists of the Registrars of Voters, may file with the Town Clerk a petition, signed in ink or indelible pencil, requesting that such ordinance be submitted to the voters of the Town for special referendum.

- B. The Town Clerk shall, within seven (7) days of receipt of said petition, certify to the ~~Selectmen~~ Town Council as to whether the petition yielded sufficient valid signatures. If sufficient valid signatures are not found, the Clerk shall so inform the ~~Selectmen~~ Town Council who shall declare the petition invalid and the ordinance shall take effect on the following Monday. If sufficient valid signatures are found, the effective date of the ordinance shall be set aside and the ~~Selectmen~~ Town Council shall call a special referendum to be held within thirty (30) days of the certification of the petition.
- C. The ordinance shall stand approved unless a majority of those voting shall have voted in favor of overruling such ordinance, providing however that at least ten (10) percent of the voters of the Town shall have voted on the matter. Any ordinance not so overruled shall take effect on the day following the referendum.

#### **Section 406. Public Emergencies**

Whenever a public emergency exists or threatens to arise involving or threatening the lives, health, or property of the inhabitants of the Town or property of the Town, the Town Manager or ~~their~~ his designee with the consent of the ~~Chairman~~ of the ~~Board of Selectmen~~ Town Council may declare a public emergency and shall have the power to mobilize, organize, and direct the forces of the Town and to call upon the forces of the Federal Government, the State of Connecticut and other political subdivisions. The Town Manager, or in ~~his~~ their absence, the ~~Chairman~~ of the ~~Board of Selectmen~~ Town Council may summon, marshal, deputize or otherwise employ other persons to do whatever may be deemed necessary for the purpose of meeting the emergency. Spending to meet said public emergency shall be pursuant to Section 909 of this Charter. Emergency ordinances shall be enacted pursuant to Section 407 of this Charter.

#### **Section 407. Emergency Ordinances**

An ordinance adopted by the ~~Board of Selectmen~~ Town Council as a public emergency measure and stating the facts constituting such public emergency shall become effective immediately and shall be published in a newspaper having a general circulation in the Town and by posting a notice in a public place as soon as possible thereafter. No public hearing or notice of public hearing shall be required for any public emergency ordinance.

Every such emergency ordinance, unless repealed at an earlier time, including any amendment thereto, shall automatically stand repealed at the termination of the sixty first (61) day following passage of said ordinance, except that if the emergency continues the ~~Board of Selectmen~~ Town Council may continue said ordinance for an additional period not to exceed sixty (60) days.



**Section 408.        Coordination**

The ~~Board of Selectmen~~ Town Council shall coordinate through the Town Manager the activities and operations of the Town government and from time to time may convene joint meetings of Town agencies for such purposes, and from time to time may require such reports or information to be submitted by the agencies as the ~~Board of Selectmen~~ Town Council may deem necessary for such purposes.

**Section 409.        Oath of Officers**

The ~~Selectmen~~ Town Council shall forthwith, after the election or appointment of any Town officers of whom an oath is required by law, cause them to be sworn to a faithful discharge of their respective duties by the Town Clerk. Notice of election or appointment shall be in written form indicating if the oath is needed, as well as the time and the location of the next regularly scheduled meeting of the appropriate group.

## Chapter V. BOARD OF FINANCE

### Section 501. Number of Board of Finance Members

There shall be a Board of Finance consisting of five (5) members. The members shall serve without compensation except for the reimbursement of authorized expenses incurred in the performance of official duties. No more than three (3) members of such Board shall be members of the same political party.

### Section 502. General Powers and Duties

The Board of Finance shall under the authority conferred by the Constitution and General Statutes of the State on Connecticut, Hebron Town Ordinances ~~and shall~~ have the following powers and duties as more specifically set forth in this Charter:

- A. Oversee the financial activity of the Town;
- B. Approve supplemental appropriations, pursuant to Section 905 B;
- C. Approve interdepartmental and intradepartmental transfers;
- D. Annually set revenue projections and ~~prepare~~ budgets for the General Government and the Board of Education;
- E. Set the mill rate;
- F. Authorize borrowing, pursuant to Section 910;
- G. Call for public hearings as necessary.

### Section 503. Procedure

~~At its first meeting, following each biennial Town Election, Annually~~ the Board of Finance shall fix a time and place of its regular meetings and provide a method for the calling of special meetings. At ~~this its first meeting following each biennial Town Election~~, the Board of Finance shall choose one of its members to be the Chair~~man~~. Also at this meeting, a Vice-~~Chairman~~ shall be chosen who shall act in the absence or temporary disability of the Chair~~man~~. Nothing shall prohibit the Chair~~man~~ or Vice Chair~~man~~ from being a full voting and participating member of the Board of Finance. All meetings of the Board of Finance for the transaction of business shall be open to the public. The majority of the entire Board of Finance shall constitute a quorum, and no action except a vote to adjourn or fix the time and place of the next meeting shall be adopted by less than a majority of the entire Board of Finance.

## Chapter VI. THE TOWN MANAGER

### Section 601. General

- A. The Town Manager shall be appointed by the ~~Board of Selectmen Town Council~~ after having been chosen exclusively on the basis of technical and administrative qualifications, character, education, training and experience. The Town Manager ~~He~~ shall be the Chief Executive and Chief Administrative Officer of the Town.

The appointment of the Town Manager shall require at least four (4) affirmative votes and it shall require at least four (4) affirmative votes to remove the Town Manager from office. The Town Manager shall not be required to reside in Town during ~~his~~ the term of employment.

The Town Manager shall be responsible to the ~~Board of Selectmen Town Council~~ for the administration of all departments and agencies of the Town government except the local Board of Education and Town agencies whose head or whose members are elected by popular vote. ~~He~~ The Town Manager shall have the power to supervise, direct and control the operation of all departments and agencies under ~~his~~ their jurisdiction. The Town Manager may designate one of the Administrative Officers to act on ~~his~~ their behalf during any period of temporary absence or unavailability. The Town Manager shall have the right to attend all public meetings of the ~~Board of Selectmen Town Council~~ with full right to participate in all discussions but without the right to vote.

- B. The Town Manager may be removed by an affirmative vote of at least four (4) members of the ~~Board of Selectmen Town Council~~, as herein provided. At least thirty (30) days before the proposed removal of the Town Manager, the ~~Board of Selectmen Town Council~~ shall adopt a resolution which shall state its intention to remove the Town Manager from office and the reasons for the removal. A copy of the resolution shall be served on the Town Manager within twenty four (24) hours of the passage of the resolution. Upon the passage of the resolution to remove the Town Manager from office, the ~~Board of Selectmen Town Council~~ may suspend the Town Manager from duty, provided the salary of the Town Manager shall continue until ~~his~~ removal from office. The Town Manager may, within ten (10) days, request a public hearing in which event the Town Manager shall not be removed until the public hearing has been held. At the public hearing, the Town Manager may be represented by legal counsel. At the conclusion of the public hearing, the ~~Board of Selectmen Town Council~~ shall take final action on the removal of the Town Manager. Any action by the ~~Board of Selectmen Town Council~~ in removing the Town Manager shall be final. Upon suspension, removal or resignation of the Town Manager, the ~~Board of Selectmen Town Council~~ may appoint an Interim Town Manager, who shall serve at the pleasure of the ~~Board of Selectmen Town Council~~ for a period not to exceed ninety (90) days. In the event a



permanent Town Manager has not been appointed within the ninety (90) day period, the ~~Board of Selectmen~~ Town Council is empowered to extend appointment of the Interim Town Manager for increments of thirty (30) days or until a permanent Town Manager has been appointed. The Interim Town Manager shall have only those powers granted by the ~~Board of Selectmen~~ Town Council.

## **Section 602.        Duties**

Except as otherwise provided by this Charter, the Town Manager shall have all the powers, duties and responsibilities conferred by law. In addition, ~~he~~ the Town Manager shall have all of the powers necessary or incidental to the discharge of ~~his~~ their duties as set forth in this Charter.

The Town Manager:

- A. Shall be responsible to the ~~Board of Selectmen~~ Town Council for the administration of all Town matters;
- B. Shall be responsible for coordinating the administration of the departments, offices and agencies of the Town including all town employees as provided in Chapter VIII ADMINISTRATIVE OFFICERS, DEPARTMENT HEADS AND EMPLOYEES of this Charter;
- C. Shall be responsible for carrying out the ordinances, resolutions, policies, and other actions of the ~~Board of Selectmen~~ Town Council and of the Town Meeting;
- D. Shall be responsible for making a continuous review of the current and future needs of the Town, and in connection therewith, may require reports and information to be submitted by any agency of the Town;
- E. Shall periodically review all insurance coverage carried by the Town, including the local Board of Education, and shall recommend to the ~~Board of Selectmen~~ Town Council adjustments and improvements in such coverage;
- F. Shall keep the ~~Board of Selectmen~~ Town Council informed of state and federal grant programs for which the Town may be eligible and shall assist the ~~Board~~ Town Council in applying for and implementing same;
- G. Shall purchase, or cause to be purchased, subject to such rules and regulations as may be adopted by the ~~Selectmen~~ Town Council, all supplies, materials, equipment and other commodities required by any Town Agency or Department; including the local Board of Education to the extent said board shall authorize;

- H. May recommend to the ~~Board of Selectmen~~ Town Council such measures as deemed necessary or expedient, and shall keep the ~~Board of Selectmen~~ Town Council fully advised as to the financial condition of the Town;
- I. Shall exercise such other powers and duties as may be authorized by ordinance and resolution of the ~~Board of Selectmen~~ Town Council, not inconsistent with this Charter;
- J. May, in lieu of any appointment to any office under their jurisdiction and subject to the approval of the ~~Board of Selectmen~~ Town Council, enter into contracts for the performance of services, or perform duties of any office under their jurisdiction.

## **Chapter VII. APPOINTED OFFICERS, BOARDS, COMMISSIONS, COMMITTEES, AUTHORITIES AND AGENCIES**

### **Section 701. General**

The members of boards, commissions, committees, authorities and agencies specified in this chapter, hereinafter referred to as "Town Boards", shall be appointed by the ~~Board of Selectmen~~ Town Council. Said Town Boards shall have such powers and duties as are prescribed for such by the ~~General Statutes, C.G.S.~~, except as otherwise specifically provided by this Charter.

### **Section 702. Eligibility**

Except as otherwise provided herein, all members of Town Boards shall be electors of the Town and shall have such other qualifications as the ~~Board of Selectmen~~ Town Council may provide. Except as otherwise provided by vote of the ~~Board of Selectmen~~ Town Council, no member of any Town Board shall hold any other office in Town government. Members of Town Boards shall serve without compensation, except that just and ordinary expenses incurred by said members in the performance of their duties may be reimbursed, provided that such an appropriation has been authorized for that purpose.

### **Section 703. Vacancies**

Any vacancy on any Town Board, irrespective of cause, shall be filled as soon as practical after the acceptance of any resignation or the determination of said vacancy by vote of the Board of Selectmen Town Council, ~~by vote of the Selectmen~~ for the unexpired portion of said term. In filling vacancies, the ~~Selectmen~~ Town Council shall notify the political parties of any vacancy in writing. The ~~Board of Selectmen~~ Town Council shall have the final authority for filling vacancies.

### **Section 704. Minority Representation**

Membership on Town Boards shall be in conformance with the minority representation requirements of C.G.S. § 9-167a.

### **Section 705. Terms of Office**

The terms of all Town Board members shall commence on the first Monday in December, except as otherwise provided in this Charter.

### **Section 706. Appointed Town Boards**

There shall be the following appointed Town Boards:



- A. A **Conservation Commission and Inland Wetlands Agency** consisting of five (5) members and two (2) alternate members, each of whom shall serve four (4) year overlapping terms.
- B. A **Water Pollution Control Authority** consisting of five (5) members, each of whom shall serve four (4) year overlapping terms.
- C. A **Housing Authority** consisting of five (5) members, each of whom shall serve four (4) year overlapping terms.
- D. A **Parks and Recreation Commission** consisting of seven (7) members and two (2) alternate members, each of whom shall serve four (4) year overlapping terms.
- E. A **Commission on Aging** consisting of ~~seven (7)~~ five (5) members and two (2) alternate members, each of whom shall serve four (4) year overlapping terms.
- F. An **Economic Development Commission** consisting of five (5) members and two (2) alternate members, each of whom shall serve four (4) year overlapping terms.  
May include no more than two (2) non-electors Hebron based business owners.
- ~~G.A. Commemoration Commission consisting of not less than three (3) with a maximum of thirteen (13) members, each of whom shall serve four (4) year overlapping terms.~~
- ~~H. G~~ H. **Historic Properties Commission** consisting of five (5) regular members and three (3) alternate members, each of whom shall serve four (4) year overlapping terms.
- ~~I. H.~~ H. **Douglas Library Board of Trustees** consisting of nine (9) regular members each of whom shall serve four (4) year overlapping terms.
- ~~J. I.~~ J. I. **Veteran's Advisory Board** constituted as set forth in the Code of Ordinances of the Town of Hebron.
- ~~K. J.~~ K. J. Such other Town Boards as may be established by ordinance, whose function, composition and terms of members shall be prescribed in the establishing ordinance.

#### **Section 707. Alternates**

The ~~Board of Selectmen- Town Council~~ may provide for the appointment of alternates to the appointed boards delineated in Section 706 when deemed necessary, in accordance with Hebron Code Chapter 14, Article VIII, referring to the Section on ~~14-15~~ Alternate Members.



## **Section 708. Rules of Procedure**

Each appointed Town Board shall, by resolution, determine its own rules of procedure, provided that all regular and special meetings shall be held in accordance with the applicable provisions of the General Statutes C.G.S. Such rules of procedure shall be filed with the Office of the Town Clerk and with the ~~Board of Selectmen~~ Town Council. Amendments to rules of procedures may be made at any meeting, providing that such amendments are properly on the call of the meeting.

## **Section 709. Removal for Cause DO WE NEED TO DEFINTE "FOR CAUSE"?**

Any member of an appointed Town Board may be removed by the ~~Board of Selectmen~~ Town Council by an affirmative vote of three (3) members of the ~~Board of Selectmen~~ Town Council as provided herein:

- A. The ~~Board of Selectmen~~ Town Council shall adopt a resolution to remove such member. The ~~Board of Selectmen~~ Town Council shall forthwith serve said member with a written statement, by certified mail, to the last address of record, stating why the person should be removed from office.
- B. The member to be removed shall be given, within fifteen (15) days of such written notice, an opportunity for a hearing before the ~~Board of Selectmen~~ Town Council, at which hearing said member may appear with counsel. Any member requesting a hearing shall not be removed until such hearing has been held.
- C. The final decision with respect to such removal shall be made not later than fifteen (15) days following the close of said hearing. The decision of the ~~Board of~~ Selectmen Town Council in removing a member shall be final.

## **Section 710. Resignation and Removal for Failure to Serve**

Any member of an appointed Town Board who, without good cause and timely notification to the Chair~~man~~, Vice Chair~~man~~ or Town Staff of the agency of the reasons for nonattendance, either fails to attend at least two-thirds of the regularly scheduled meetings of such agency during any twelve (12) consecutive months or fails to attend three (3) consecutive regularly scheduled meetings of the agency shall be deemed to have resigned ~~his~~ their office. A record of the "excused" absence shall be so noted in the attendance section of the meeting minutes. Prior to declaring a vacancy, a documented attempt will be made to contact the member being considered for removal. It shall be the duty of the Chair~~man~~ of the agency (or, in ~~his~~ their absence or disability or where the Chair~~man~~'s attendance is the concern, the Vice Chair~~man~~) to inform the ~~Board of Selectmen~~ Town Council of the vacancy; provided, however, that the failure to inform the ~~Board of Selectmen~~ Town Council of the vacancy as required by this Section 710 shall not affect such Town Board member's deemed resignation. Any such vacancy shall be filled pursuant to Section 703 of this Charter.

## Chapter VIII. ADMINISTRATIVE OFFICERS, DEPARTMENT HEADS AND EMPLOYEES

### Section 801. General

The Town Manager shall appoint, and may remove, subject to the confirmation of the ~~Board of Selectmen~~ Town Council, the administrative officers provided for in Section 802, and other officials and employees as provided for in Section 803. Said officers shall have powers and duties as are provided for such by the ~~General Statutes, C.G.S.~~, except as otherwise provided by this Charter.

All officers shall receive such compensation as determined by the ~~Board of Selectmen~~ Town Council, subject to inclusion in the annual budget. Unless otherwise provided by the ~~Selectmen~~ Town Council, officers, department heads and employees need not be residents of the Town.

### Section 802. Administrative Officers

There shall be the following Town Administrative Officers:

- A. Director of Administrative Services
- B. Director of Planning and Development
- C. Director of Public Works
- D. Finance Director who shall have the following powers and duties together with such powers and duties as the Town Manager and the ~~Board of Selectmen~~ Town Council shall confer. The Finance Director shall be the Town Treasurer and the agent of all Town funds and, except as otherwise provided by this Charter, shall have all the powers and duties prescribed for Town Treasurers by the ~~General Statutes, C.G.S.~~

### Section 803. Other Appointed Officials and Employees

A. There shall be an appointed Assessor and Revenue Collector.

B. There shall be an appointed Connecticut Certified Town Clerk. The Town Manager shall appoint, and may remove, subject to at least four (4) affirmative votes of the Town Council,

A.C. The Town Manager, subject to the approval of the ~~Board of Selectmen~~ Town Council, may appoint and remove such officials and employees as the needs of the Town



require and as mandated by ~~State Statutes C.G.S.~~ to include regional partnerships and services, subject to budgetary appropriations.

~~B.D.~~ The Town Manager, subject to the confirmation of the ~~Board of Selectmen Town Council~~, may combine any of the positions provided for in Section 802 and 803, provided that in combining positions, an appointee is qualified to perform such assigned functions.

#### **Section 804. Police Service**

The Town Manager may utilize the services of the resident state trooper program supplemented with local police officers or constables or organize a local police department by ordinance.

#### **Section 805. Appointment of Town Attorney**

The Town Manager, subject to the approval of the ~~Board of Selectmen Town Council~~, may appoint and remove the Town Attorney ~~who which~~ shall be ~~an attorney-at-law or~~ a firm of attorneys-at-law admitted to practice in this State, ~~who which~~ shall serve for a two (2) year term of office commencing on the second Tuesday following the Town election. ~~He~~ The Town Attorney shall appear for and protect the rights of the Town in all actions, suits or proceedings brought by or against it or any officers, employees or agencies in all matters affecting the Town. ~~He~~ The Town Attorney shall, upon written request of the Town Manager or ~~Board of Selectmen Town Council~~, provide a written opinion to any official of the Town on any question of law involving their respective powers and duties. ~~He~~ The Town Attorney shall, upon request of the Town Manager or the ~~Board of Selectmen Town Council~~, prepare or approve forms or contracts or other instruments to which the Town is a party. ~~He~~ The Town Attorney shall have the power, with the approval of the ~~Board of Selectmen Town Council~~, to compromise and settle all claims by or against the Town. Upon request of the ~~Selectmen Town Council~~ he the Town Attorney shall attend Town Meetings. Nothing in this section shall prevent the ~~Selectmen Town Council~~ from retaining Special Counsel when the needs of the Town so require. In actions brought against the Town which fall within the coverage of a liability insurance policy, the insurer will appoint counsel.

## Chapter IX. FINANCE, BUDGET AND TAXATION

### Section 901. Fiscal Year

The fiscal year of the Town shall begin on July 1 and end on June 30 of the following calendar year.

### Section 902. Duties on the Budget

- A. ~~Prior to \_October 1 the Board of Finance will communicate to the Town Manager and the Superintendent of Hebron Public Schools in writing, a target for the following fiscal year budget. This target shall be non-binding in terms of preparation of the following year's budget preparation.~~

Prior to December 15 ~~November 1~~ the Board of Finance shall confer with the ~~Board of Selectmen~~ Town Council and the Hebron Board of Education to discuss the goals and objectives for the upcoming projected budget and shall communicate a target for the following fiscal year budget. This target shall be non-binding in terms of preparation of the following year's budget preparation.

- B. Agency and Department Heads. At least one-hundred fifty (150) days before the end of the fiscal year, the head of each department, office or agency of the Town, supported wholly or in part by Town funds, except the Regional Board of Education and the Local Board of Education, shall file with the Town Manager a detailed estimate of expenditures to be made by that department, office or agency and the revenues, other than property taxes, to be collected thereby in the ensuing fiscal year. Such estimates shall be accompanied by a statement setting forth the services, activities and work accomplished during the current year and planned for accomplishment for the ensuing fiscal year. The preliminary Local Board of Education budget must be submitted to the Town Manager by February 15.
- C. Duties of the Town Manager. The Town Manager, with the assistance of the Finance Director, shall review the budget estimates with the heads of all Town supported departments, offices and agencies. Upon completion of the review and not later than one-hundred twenty days (120) days prior to the end of the fiscal year, the Town Manager shall present to the ~~Board of Selectmen~~ Town Council and the Board of Finance a proposed budget. In preparing the proposed budget, the Town Manager may add to, delete from or eliminate requests made by the various departments, offices and agencies, except that the Town Manager ~~he~~ may only comment and make recommendations on the budget requests of elected officials and the local Board of Education. The Town Manager shall include in the budget the estimated budget request of the Regional School District No. 8.



The proposed budget shall include:

1. A budget message describing the important features of the proposed Town budget indicating major changes from the current fiscal year, expenditures and revenues, together with the reasons for such changes and containing a summary of the budget contents.
  2. Revenues, presenting in parallel columns, the itemized revenues collected in the last completed fiscal year, the current year adopted budget, estimated revenues to be collected during the current fiscal year and estimated revenues to be collected in the ensuing fiscal year.
  3. Expenditures, presenting in parallel columns, the actual expenditures for each department, office or Town Agency supported wholly or in part by Town funds, including the local Board of Education and Regional School District No. 8., for the last completed fiscal year, the original current budget allocations, the estimated expenditures to be incurred during the current fiscal year, the request of each agency, office and department and recommendations of the amounts to be appropriated for the ensuing fiscal year by department. Additional budget detail shall be in a form approved by the ~~Board of Selectmen~~ Town Council. Nothing shall prohibit the inclusion of additional information in the budget document as may be deemed necessary.
  4. A budget recommendation for those capital projects to be undertaken during the ensuing fiscal year and the method of financing those projects.
  5. The Town Manager shall also include in ~~his~~ the budget message with due regard to the Town of Hebron Plan of Conservation and Development, a proposed capital improvement plan for the next five (5) fiscal years following the next ensuing fiscal year, together with an estimate of the cost and the method of financing capital improvement plans.
  6. At the time the Town Manager presents ~~his~~ the budget to the ~~Board of Selectmen~~ Town Council and Board of Finance, a budget summary with absolute dollar amount, percent change, and budget details shall be made available to the taxpayers along with the budget review meeting schedule for the ~~Board of Selectmen~~ Town Council/Board of Finance budget meetings. The summary budget information shall also be provided in a legal notice in a newspaper with general circulation.
- D. There shall be one or more Budget Review Meetings in March which shall be joint meetings of the ~~Board of Selectmen~~ Town Council and the Board of Finance. A quorum of at least one of the two Boards is required to conduct business.

- E. Duties of the ~~Board of Selectmen Town Council~~. The ~~Board of Selectmen Town Council~~ shall consider the budget estimates as submitted by the Town Manager and shall make such further revisions as the ~~Board Town Council~~ deems desirable, except that the ~~Board Town Council~~ may only make recommendations in the budgets prepared by other elected officers, elected Town agencies and the local Board of Education. Budget appropriations shall be at the department or general purpose level. The ~~Board of Selectmen Town Council~~ shall include in the budget the latest estimated budget of Regional School District No. 8. The ~~Board of Selectmen Town Council~~ shall submit its budget recommendations to the Board of Finance no later than ninety (90) days before the end of the fiscal year.
- F. Duties of the Board of Finance. The Board of Finance shall meet and prepare the revenue projections for the upcoming fiscal year revenue budget including the Capital Improvement Plan Budget. Budget appropriations shall be at the department or general purpose level. The Board of Finance shall prepare a budget that incorporates a recommended expenditure level for the General Government and Board of Education budgets. The ~~Board of Selectmen Town Council~~ and Board of Education shall make specific changes in their respective budgets as will bring them into conformity with the expenditure levels recommended by the Board of Finance. The Board of Finance shall hold a public hearing on their recommended budget not later than the third Tuesday in April. Within one week after the public hearing, the Board of Finance shall present a budget for vote by the Annual Budget Referendum.

**Section 903. The Annual Town Budget Referendum**

- A. The Town Budget and Capital Improvement Plan Budget shall be acted upon by a machine vote of all those persons qualified to vote, such machine vote to be conducted on the first Tuesday after the first Monday in May.
- B. If the budget is rejected by machine vote, the Board of Finance shall review the rejected budget, as the same may be revised, and present the same or revised budget to a subsequent machine vote to be held three (3) weeks later. It is the intent that rejected budgets, as they may be revised, will be brought back every three (3) weeks for machine vote until the budget is passed.
- C. The Board of Finance shall set the mill rate by June 15<sup>th</sup>. In the event that the budget is not adopted by June 15<sup>th</sup>, the Board of Finance shall set an interim mill rate as required to make necessary expenditures within the limits of appropriations specified in budgetary line items for the previous fiscal year and as necessary to fund any levy imposed upon the Town by the Regional School District. Once the budget is adopted and a mill rate set, any adjustments from the interim mill rate will be made in accordance with the direction of the Board of Finance.



**Section 904.            Expenditures Before the Adoption of the Budget**

In the event that a budget has not been adopted by July 1 in any year, the Board of Finance may authorize expenditures and provide for the raising of necessary revenues pursuant to the provisions of C.G.S. § 7-405.

**Section 905.            Supplemental Appropriations**

- A. Duties of the ~~Town Council Board of Selectmen~~. In the event that a department or Town Agency shall require a supplemental appropriation, such requests shall be made in writing to the Town Manager. The Town Manager shall forward, with any comments or recommendations ~~that he might have~~, said request to the ~~Board of Selectmen Town Council~~. The ~~Selectmen Town Council~~ shall examine the request and shall, except for requests from the local Board of Education, have the power to approve or deny the request. If the ~~Board of Selectmen Town Council~~ ~~shall~~ approves the request, it shall submit said request to the Board of Finance with its recommendations. Any request from the local Board of Education shall be forwarded forthwith to the Board of Finance, except that the ~~Board of Selectmen Town Council~~ may comment on the request.
- B. Duties of the Board of Finance. Within thirty (30) days of receipt of a request for a supplemental appropriation, the Board of Finance shall either approve or deny the request. The Board of Finance may hold a public hearing on the request. The Board of Finance shall be empowered to make supplemental appropriations up to and including an amount that cumulatively is equal to ~~one two~~ percent ~~(.01) (.02)~~ of the current year's budget, excluding the amount appropriated to the Regional School district. All subsequent supplemental appropriations approved by the Board of Finance which exceed the cumulative ~~one two~~ percent ~~(.01) (.02)~~ of the current year's budget, excluding the amount appropriated for the Regional School District, shall be submitted to a Special Town Meeting pursuant to the provisions of Section 304 B of this Charter.
- C. Source of Funding. Funding for supplemental appropriations may be provided from the following sources:
1. Any applicable uncommitted fund balance, not otherwise protected by Ordinance.
  2. Borrowing, provided that an amount so borrowed shall be repaid from the budget of the next ensuing fiscal year.
  3. Proceeds of federal or state grants, gifts, bequests and the like.

## **Section 906. Expenditures and Accounting**

A. No purchase shall be made by any agency except through the Town Manager or ~~their his~~ designee. All purchasing shall be conducted according to purchasing policies adopted by the ~~Board of Selectmen~~ Town Council. This section shall not apply to the local Board of Education.

B. No voucher, claim or charge against the Town shall be paid until the same has been approved for correctness and validity by the department head or the person involved in said purchase and approved by the Finance Director or ~~their his~~ designee. Checks for payment of approved claims shall be signed by the Finance Director and countersigned by the Town Manager. In the absence or inability to act of either the Finance Director or the Town Manager, the Chair~~man~~ of the ~~Board of Selectmen~~ Town Council shall act for the Finance Director or the Town Manager, but not both.

### **C. Intradepartmental Transfer of Funds**

1. When an agency, excluding the local Board of Education, shall desire to transfer funds within its appropriation from the funds set apart for one purpose to another, such agency shall file a request with the Town Manager. The Town Manager shall examine the matter and shall have the power to approve requests up to and including a cumulative amount of \$2,000 for any one department, office or agency in any fiscal year.

2. Any amounts over the \$2,000 limit shall be reviewed by the Town Manager and forwarded to the ~~Board of Selectmen~~ Town Council, who shall have the power to approve or deny such requests.

AND

All requests which exceed the cumulative limit of \$10,000 shall be reviewed by the Town Manager who shall forward such requests to the Board of Finance who shall have the power to approve or deny such requests.

3. All transfers shall be reported in writing to the Board of Finance and the ~~Board of Selectmen~~ Town Council on a monthly basis.

### **D. Interdepartmental Transfer of Funds**

The Town Manager through the ~~Board of Selectmen~~ Town Council may request, after April 1, that the Board of Finance transfer any unencumbered appropriation, balance or portion thereof, from one department, office or agency to another. The ~~Board of Selectmen~~ Town Council shall provide to the Board of Finance a statement certifying that the balance to be transferred is available for transfer from



the department, office or agency from which such transfer is being made. Interdepartmental transfers shall be guided by Generally Accepted Accounting Principles (GAAP). This section shall not affect the local Board of Education which shall have the power to make its own transfers provided that such transfers are reported to the Board of Finance when so made.

#### **E. Illegal Payments**

Every payment made in violation of this Charter shall be deemed illegal and every official authorizing or making any such payment or taking part therein and every person knowingly receiving such payment or any part thereof, shall be jointly and severally liable to the Town for the full amount so paid or received. Any officer or employee who knowingly violates the provisions of this Charter shall be subject to disciplinary action up to and including termination.

#### **Section 907. Purchasing**

The ~~Board of Selectmen Town Council~~, in consultation with the Board of Finance, shall be empowered to establish purchasing procedures to be followed by all Town departments, boards, agencies, except the local Board of Education.

#### **Section 908. Reserve Fund for Capital and Non-Recurring Expenditures**

There shall continue to be a reserve Fund for Capital and Non-Recurring Expenditures as the same existed on the effective date of this Charter.

#### **Section 909. Emergency Appropriations**

For the purpose of meeting a public emergency threatening the lives, health or property of the Town, its businesses or citizens, the Town Manager or in ~~his~~ their absence the ~~Chairman~~ of the ~~Board of Selectmen Town Council~~, shall be empowered to receive, coordinate, and facilitate a request for emergency appropriations. Said appropriations shall not exceed ~~one percent (.01%)~~ two percent (.02) of the current year's budget, excluding the amount appropriated for the Regional School District for any one occurrence and shall be acted upon by the ~~Board of Selectmen Town Council~~. In the absence of sufficient general fund resources to meet such appropriations, additional means of financing may be provided in such manner as is consistent with the provisions of the ~~General Statutes C.G.S.~~, as may be determined by the ~~Board of Selectmen Town Council~~ in consultation with the Board of Finance.

## **Section 910.        Borrowing**

- A. The Town shall have the power to incur indebtedness by issuing its notes or bonds as provided by the ~~General Statutes C.G.S.~~ and subject to the provisions of this Charter.
- B. The ~~Board of Selectmen~~ Town Council may, by resolution, recommend to the Board of Finance that the Town issue its bonds or notes (short term financing) for such specific purposes as the ~~Selectmen~~ Town Council shall deem to be in the best interests of the Town.
- C. The issuance of general obligation bonds and notes issues totaling up to but not exceeding ten (10) percent of the current year's tax levy for any single purpose in any one fiscal year may, after public hearing and approval of the Board of Finance, be authorized by vote of the Town Meeting pursuant to Chapter III. of this Charter.
- D. Any resolution approved by the Board of Finance authorizing the issuance of general obligation bonds or notes issues equal to ten (10) percent or more of the current year's tax levy shall be submitted for approval or rejection to a referendum vote at a regular or special election. The resolution shall stand approved if so voted by a majority of those voting thereon, provided that at least ten (10) percent of those electors (as defined in C.G.S. § 9-1) qualified to vote thereon shall have voted on the issue.

## **Section 911.        Annual Audit**

The Board of Finance shall annually designate an independent certified public accountant or firm of independent certified accountants to audit the books and accounts of the Town including the Hebron Board of Education in accordance with C.G.S. § 7-391 through Section 7-397 inclusive.

## **Section 912.        Tax Bills**

The Revenue Collector shall cause to be mailed to each taxpayer a tax bill and shall collect such taxes in accordance with the provisions of the ~~General Statutes C.G.S.~~, except that such taxes, together with interest, penalties and lien fees thereon, shall be deposited within four (4) business days of collection. Taxes shall be due and payable in such installments as shall be fixed by ordinance. The Revenue Collector shall prepare and submit such reports to the Town Manager, Finance Director or ~~Board of Selectmen~~ Town Council as may be prescribed.



## Chapter X. TOWN EMPLOYEE POLICIES

### Section 1001. General

The Town Manager shall prepare Personnel Policies and Procedures for personnel administration which ~~he the Town Manager~~ shall review annually. Such Personnel Policies and Procedures shall be subject to review and approval by the ~~Board of Selectmen Town Council~~ at least once every four (4) years or more frequently as necessary. Said Personnel Policies and Procedures shall cover all employees of the Town, but shall not affect the following: elected officials and persons appointed to fill vacancies in elective offices; members of boards and commissions; employees of the Board of Education; persons employed in a professional capacity to make or conduct a temporary and special inquiry, study or investigation; and those under contract.

### Section 1002. Job Description

The Town Manager, subject to the approval of the ~~Board of Selectmen Town Council~~, shall prepare a statement of the duties and responsibilities of each position covered by the Personnel Policies and Procedures and of the minimum qualifications for appointment to such position.

### Section 1003. Personnel Policies and Procedures

The Personnel Policies and Procedures shall provide, for the method of holding competitive examinations, probationary periods of employment, hours of work, vacations, sick leaves and other leaves of absences, removals and such other rules as may be necessary to provide adequate and systematic procedures for the administration of the personnel affairs of the Town. Such rules and any amendments thereto shall become effective upon being approved by resolution of the ~~Board of Selectmen Town Council~~ and filed with the Town Clerk. Copies of such rules and any amendments thereto shall be distributed to all Town employees.

### Section 1004. Salaries

The Town Manager shall submit annually a proposed pay schedule for those employees covered under Section 1001 of this Charter for approval by the ~~Board of Selectmen Town Council~~. Said pay schedule shall be reviewed annually and amendments may be adopted by the ~~Board of Selectmen Town Council~~ from time to time upon recommendation of the Town Manager. For purpose of C.G.S. § 7-467 *et seq.*, ~~as amended~~, the Town Manager shall have sole authority to recognize the exclusive bargaining agent for any unit of Town employees and shall act as the bargaining agent for the Town. Such contracts shall become effective upon approval by the ~~Board of Selectmen Town Council~~.



**Section 1005.        Retirement**

The Town shall provide a system of retirement benefits for regular full-time employees. The Town may operate its own retirement plan, may enter into a contract with any financial institution authorized to do business in this state, may elect to participate in the Connecticut Municipal Employees Retirement Plan, may elect to participate in the old age and survivor insurance system under the Federal Social Security Act or may choose any combination thereof.

**Section 1006.        Surety Bonds for Certain Officials**

All officers and employees as may be required to do so by the ~~Board of Selectmen~~ Town Council shall, before assuming their respective official duties, execute to the Town, in the form prescribed by the ~~Board of Selectmen~~ Town Council and approved by the Town Attorney, and filed with the Town Clerk, a surety company bond in a penal sum to be fixed by the ~~Board of Selectmen~~ Town Council, conditioned upon the honest and faithful performance of such duties. Nothing herein shall be construed to prevent the ~~Board of Selectmen~~ Town Council, if it deems it to be in the best interests of the Town, from prescribing a name schedule bond, a schedule position bond or blanket bond, or from prescribing which departments, officers, town agencies, ~~boards or commissions~~ shall be covered by a specific type of the aforementioned bonds. Premiums for such bonds shall be paid by the Town.

## Chapter XI. CODE OF ETHICS

### Section 1101. Persons Governed by this Code

This code shall apply to all Town officials, officers and employees, whether elected and/or appointed, including members of ~~boards, commissions, and committees~~ Town Agencies, full time or part time, paid or unpaid and shall hereinafter be referred to collectively as “persons governed by this code.”

### Section 1102. Purpose

Public office is a public trust. The trust of the public is essential for government to function effectively. Policy developed by government officials and employees affects every citizen of the town, and it must be based upon honest and fair deliberations and decisions. This process must be free from threats, favoritism, undue influence and all forms of impropriety so that the confidence of the public is not eroded. By enacting this Code, the Town seeks to avoid any loss of trust and to maintain and increase the confidence of our citizens in the integrity, fairness and transparency of their government.

Persons governed by this code shall strive to conduct themselves in a professional, courteous, honest manner and otherwise according to the highest moral and personal standards of integrity, such that their behavior reflects favorably upon themselves and the Town of Hebron, including but not limited to conduct or communication in any public forum or media.

### Section 1103. Definitions

As used in this Chapter, the following listed words and phrases shall have these specific meanings:

- A. ***Conflict of Interest:*** A conflict between one's obligation to the public good and one's self-interest.
- B. ***Financial Interest:*** Any monetary benefit accruing to persons governed by this code that is not equally available to the general public.
- C. ***Gift:*** Anything having value whether in the form of service, loan, tangible property, promise or any other form. However a gift shall not include political contributions made in accordance with campaign financing regulations; nor tokens of appreciation, recognition or other incidental gratuities not exceeding \$100 per year.

- D. **Immediate Family:** Includes spouse/domestic partner, siblings, child(ren), parents, of persons governed by this code or the spouse/domestic partner and any individual residing in the same household.
- E. **Independent Contractor:** Any general contractor, subcontractor, consultant, person, firm, corporation, vendor or organization currently providing or formerly providing, goods or services to the Town of Hebron in exchange for compensation.
- F. **Personal Interest:** Any non-monetary benefit, special consideration, treatment or advantage accruing to persons governed by this code which is not equally available to the general public.

#### **Section 1104. Conflicts of Interest**

No person governed by this code shall use ~~his~~ their position or office for the financial or personal interest of ~~him-themself~~, a business with which ~~they are~~ he-is associated, an individual with which ~~he-is~~ they are associated or a member of ~~their~~ his immediate family.

No person governed by this code shall engage in or participate in any business or transaction, including outside employment with a private business, or have an interest, direct or indirect, that is incompatible with the proper discharge of ~~his~~ their official responsibilities in the public interest or that would tend to impair ~~his~~ their independent judgment or action in the performance of ~~their~~ his official responsibilities.

No person governed by this code or a business with which ~~he-is~~ they are associated or member of ~~his~~ their immediate family shall enter into a contract with the Town unless it is awarded through a process of public notice and/or competitive bidding.

No person governed by this code or independent contractor shall knowingly counsel, authorize or otherwise sanction action that violates any provision of this code.

#### **Section 1105. Disclosure and Recusal**

A person governed by this code shall refrain from participating on behalf of the Town of Hebron in any matter pending before any agency of the town if ~~he~~ they, a business with which ~~he-is~~ they are associated, an individual with whom ~~he-is~~ they are associated or a member of ~~his~~ their immediate family has a financial or personal interest in that matter and such interest is not shared by a substantial segment of the town's population.

If such participation is within the scope of said person's official responsibility, ~~he~~ they shall be required to provide written disclosure, that sets forth the nature and extent of such interest to the Town Clerk, and this disclosure shall be included in the official record of all proceedings on this matter.



Notwithstanding the prohibition outlined above, a person governed by this code may vote or otherwise participate in a matter that involves a determination of general policy if said person's interest in the matter is shared with a substantial segment of the population of the Town.

No person governed by this code shall appear on behalf of private interests before any agency of the Town, nor shall ~~he~~ they represent private interests in any action, proceeding or litigation against the town.

Nothing contained in this code shall prohibit or restrict a person governed by this code from appearing before any agency of the Town on ~~his~~ their own behalf, or from being a party in any action, proceeding or litigation brought by or against such person to which the Town is also a party.

For a period of one (1) year after termination of service to the Town, no former employee or Town official who participated in the negotiation or award of a town contract valued in excess of \$25,000 shall accept employment with, appear on behalf of, or represent any private interest concerning matters related to this same contract.

#### **Section 1106.      Gifts**

No person governed by this code or member of such individual's immediate family or business with which ~~he is~~ they are associated shall solicit or accept any gift that could reasonably be expected to influence or create an appearance of influencing the actions or judgment of such person.

If a prohibited gift is offered to a person governed by this code, ~~he~~ they shall refuse it, return it, pay the donor the market value of the gift or donate it to a nonprofit organization provided ~~he does~~ they do not take the corresponding tax write-off. Alternatively, such prohibited gift may be considered a gift to the Town provided it remains in the Town's possession.

#### **Section 1107.      Use of Town Assets**

No person governed by this code or independent contractor shall request or permit the use of town funds or services, Town owned or leased vehicles, equipment, facilities, materials or property for personal convenience or profit, except when such assets and services are available to the public generally or are provided as Town policy for the use of persons governed by this code in the conduct of official business.

#### **Section 1108.      Use of Confidential Information**

No person governed by this code, former employee or independent contractor shall disclose confidential information concerning Town affairs, nor shall such persons

governed by this code use this information for the personal or financial interests of themselves or others.

## **Chapter XII. MISCELLANEOUS PROVISIONS**

### **Section 1201. Transfer of Powers**

The powers which are conferred and the duties which are imposed upon any ~~commission, board, town~~ agency, department or office under the ~~General Statutes C.G.S.~~ or any ordinance or regulation in force at the time this Charter shall take effect, if such ~~commission, board, town~~ agency, department or office is abolished by this Charter or superseded by the creation herein of a new ~~commission, board, town~~ agency, or office to which are granted similar powers and jurisdiction, shall be thereafter exercised and discharged by the ~~commission, board, town~~ agency, department or office upon which are imposed corresponding or like functions, powers and duties under the provisions of this Charter. All ~~commissions, boards, town~~ agencies, departments or offices abolished by this Charter, whether elective or appointive, shall continue in the performance of their duties until provisions have been made for the discontinuance of such ~~commissions, boards, town~~ agencies, departments or offices and the performance of their duties by other ~~commissions, boards, town~~ agencies, departments or offices created under this Charter.

### **Section 1202. Present Employees to Retain Positions**

All employees of the Town on the effective date of this Charter whose positions are not abolished by the provisions of this Charter, shall retain such positions pending action by the ~~Board of Selectmen Town Council~~ or the appropriate officer charged by this Charter with powers of appointment and removal. Any provisions of law in force at the time that this Charter shall take effect, and not inconsistent with the provisions of this Charter, in relation to personnel, appointments, ranks, grades, tenure of office, promotions, removals, pension and retirement rights, civil rights or any other rights or privileges of employees of the Town or any office, department or agency thereof, shall continue to be in effect, until or unless amended or repealed in accordance with the provisions of this Charter.

### **Section 1203. Transfer of Records and Property**

All records, property and equipment whatsoever of any ~~commission, board, authority town~~ agency, department or office part thereof, all powers and duties which are assigned to any other ~~commission, board, town agency~~ department or office by this Charter, shall be transferred and delivered intact forthwith to the ~~commission, board, town~~ agency, department or office to which such powers and duties are so assigned. If part of the powers and duties of any ~~commission, board, authority, town agency~~ department or office are by this Charter assigned to another ~~commission, board, authority, town agency~~ department or office, all records, property and equipment relating exclusively thereto shall



be transferred and delivered intact forthwith to the ~~commission, board, authority, town agency,~~ department or office to which such powers and duties are assigned.

**Section 1204. Continuation of Appropriations and Town Funds**

All appropriations approved and in force, and all funds, including special or reserve funds in the name of the Town, at the time of the adoption of this Charter, shall remain in full force and effect unless and until the same shall be amended, transferred or abolished by the ~~Board of Selectmen~~ Town Council under the provision of this Charter.

**Section 1205. Legal Proceedings**

No action or proceedings, civil or criminal, pending on the effective date of this Charter brought by or against the Town or any ~~commission, board, authority, town agency,~~ department or office thereof, shall be affected or abated by the adoption of this Charter or by anything herein contained; but all such actions or proceedings may be continued notwithstanding that functions, powers and duties of any ~~commission, board, authority, town agency,~~ department or office which shall have been a party thereto may, by or under this Charter, be assigned or transferred to another ~~commission, board, authority, town agency,~~ department or the officer to which such functions, powers and duties have been assigned or transferred by or under this Charter.

**Section 1206. Existing Laws and Ordinances**

As of the effective date of this Charter, all general laws and special acts applying to the Town, all ordinances and bylaws of the Town, and all rules and regulations of commissions, boards, authorities, departments and agencies of the Town shall continue in force, except insofar as they are inconsistent with the provisions of this Charter or are repealed.

**Section 1207. Review and Amendment of Charter**

The ~~Board of Selectmen~~ Town Council shall review the several provisions of this Charter from time to time as it deems such review to be in the best interest of the Town, but at least once every five (5) years, said review to be filed with the Town Clerk, who shall publish notice of receipt of said report. Amendments to this Charter shall be in accordance with C.G.S. Chapter 99, ~~as the same may be from time to time amended.~~

**Section 1208. Saving Clause**

If any section or part of any section of this Charter shall be held invalid by a court of competent jurisdiction such holding shall not affect the remainder of this Charter nor the context in which said section or part thereof held invalid may appear, except to the extent that an entire section or part of a section may be inseparably connected in meaning and effect with the section or part of the section to which such ruling shall directly apply.



**Section 1209.      Resignations**

Any elected or appointed member of any ~~board, town~~ agency, ~~commission~~ or similar body, who wishes to resign from office, shall do so in writing to the Town Clerk with a copy forwarded to the Chair~~man~~ of the ~~Board of Selectmen Town Council~~ and the Chair~~man~~ of said agency or similar body. Said resignation shall become effective upon acceptance by a vote of the ~~Board of Selectmen Town Council~~. ~~Resignation by the Town Clerk shall be filed with the Chairman of the Board of Selectmen.~~ Vacancies shall be filled in accordance with Sections 208 and 703.

**Section 1210.      Effective Date**

This Charter shall become effective upon the approval of a majority of the electors voting at a regular election on November ~~5, 2019~~ 4, 2025 in accordance with the provisions of C.G.S. § 7-191, ~~as amended~~, provided, however, no provision of this Charter shall be implemented until November ~~19, 2019~~ 18, 2025.

**Section 1211.      Transition - Appointed Boards, Agencies, Commissions, ~~and~~ Committees and Town Clerk**

Except as otherwise provided in this Charter, appointed officials serving a specific term on the effective date of this Charter shall continue to serve until the expiration of the term, unless the office or position is abolished. As terms expire or are vacated, the ~~Selectmen Town Council~~ may, as necessary make appointments for a short term in order to achieve the regular rotation of appointments so as to provide that members of appointed boards serve four (4) year overlapping terms.

- A. The Acting Town Clerk/Town Clerk, as of October 1, 2025, shall retain such position and transition into the position as a non-elected official as provided for by this Charter on the effective date of this Charter. The transitioned Town Clerk shall continue to perform the duties of such office and will be considered an employee of the Town consistent with time served on the effective date of this Charter. This provision shall make election results for the position of Town Clerk which may occur on November 4, 2025 null and void.
- B. Effective December 1, 2025, the Commission on Aging will consist of five (5) regular members and two (2) alternate members serving four (4) year overlapping terms. Of the two terms expiring in 2025, one will be appointed as a regular member and the other as an alternate member.

**Section 1212.      Notification Procedure for Public Hearing, Town Meeting and Annual Budget Referendum**

Notice for Public Hearing, Town Meeting, and Annual Town Budget Referendum shall be given at least five (5) days in advance by publication in a newspaper having a general circulation in the Town and by posting a notice in a public place, unless otherwise governed by ~~State Statute~~ C.G.S.;

BOARD OF SELECTMEN – APPROVED 2/15/2024  
2024-2025 CHARTER REVISION COMMISSION  
2025 ELECTION VOTE

Board of Selectmen	Step 1 Initiate Charter Revision	1/18/2024
Board of Selectmen	Step 2 Appoint Charter Revision Com.	2/15/2024
Charter Revision Com.	Step 3 Organize and Set Public Hearing Date	by 2/29/2024
Charter Revision Com.	Step 3 First Public Hearing	by 3/15/2024
Charter Revision Com.	Step 4 Prepares First Draft	4/ 1/2025
Charter Revision Com.	Step 5 Second Public Hearing (1 <sup>st</sup> Draft)	4/15/2025
Charter Revision Com.	Step 6 Submit Draft Report to BOS	5/ 1/2025
Board of Selectmen	Step 7 Public Hearing on CRC Draft	5/15/2025
Board of Selectmen	Step 8 BOS Return to CRC	6/ 1/2025
Charter Revision Com.	Step 9 Finalizes Final Report	7/ 1/2025
Charter Revision Com.	Step 9 Presents Final Report to BOS	7/ 1/2025
Board of Selectmen	Step 10 Approval of Charter Revisions	7/11/2025
Legal Ad	Step 11 (45 days to Step 12)	7/18/2025
Board of Selectmen	Step 12 Approved Revision and Question(s) To Town Clerk	9/ 4/2025
Election	Step 13	11/ 4/2025
Effective Date	Step 14 30 Days After The Vote	12/ 4/2025

This schedule allows the CRC **fourteen (14) months** to complete the draft report.

June 19, 2025



**TOWN OF HEBRON  
BOARD OF SELECTMEN  
REGULAR MEETING  
JUNE 26, 2025**

**HORTON PROPERTY AND HEBRON COMMUNITY MASTER PLANNING**

Attached is a Development Activity Update from Matthew Bordeaux, Town Planner. Mr. Bordeaux will be in attendance to provide the Board with a brief overview.

Mr. Bordeaux and Andrew Tierney will provide the Board with information on the current status of the Horton Property.

**TOWN OF HEBRON  
PLANNING AND DEVELOPMENT DEPARTMENT**

**TO:** Andrew J. Tierney, Town Manager

**FROM:** Matthew R. Bordeaux, Director of Planning and Development

**DATE:** June 11, 2025

**RE:** Development Activity Update

The Board of Selectmen have requested a periodic update on development activity with greater frequency than has been the habit. The following is a brief summary of projects in various stages of development:

**Savy & Sons – 612 Church Street** – The growing specialized industrial contractor is preparing plans and permit applications for a possible expansion. The intent is to erect a 20,000 square foot warehouse adjacent to their existing building to house a sophisticated fleet of vehicles and equipment related to the variety of services offered.

**Lakewood Estates – Hillcrest Drive and Church Street** – The 32-lot conservation subdivision was recently sold to a local developer who intends to begin construction of the new road and sanitary sewer infrastructure this summer. Individual, single-family house lots will be sold to prospective builders and homeowners in phases as public improvements are completed.

**Turshen Mill Redevelopment – 459 Church Street** – OneEarth Environmental, the project licensed environmental professional (LEP) is preparing plans, local inland wetland permit application, and bid documents to move forward the Town-administered remediation grant. The intent is to put the project out to bid later this summer, paving the way for the property owner to begin redevelopment of the historic mill building.

**Nursery Farm Market - 300 Church Street** – Permits for new construction of the retail establishment were approved in April. The proposal would share parking with the adjacent property.

**Hebron Miniature Golf – 290 Church Street** – Permits for new construction of a miniature golf course were approved in April. The intent is to landscape the site with service and materials provided by the adjacent Nursery Farm Market.

**CT Equine Clinic – 280 Church Street** – The existing business, located temporarily in offices across the street at 277 Church Street, seeks to construct a post and beam building and barn to house their equine veterinarian company. Permit applications are being prepared currently and likely to be submitted next month.

**Church Street Commons – 60 Church Street** – Permits for new construction of the mixed-income multi-family residential development were issued to the non-profit Commons Community Development Corporation for activity on land owned by the St. Peters Church congregation.

**Toomey Crossing – Toomey Lane** – The property owner is preparing required plans and documentation in support of the Special Permit Application to be considered by the Hebron Planning and Zoning Commission. The intent of the project is to construct approximately 24 one- and two-bedroom apartments in five (5) two-story, multi-family residential buildings located behind the Douglas Library. The project would be the final phase of the original mixed-use development on the Hebron Green.

**12 Main Street** – The building that is the existing home of the Flour Girl Café is for sale. The property is being marketed with the idea of occupying the first floor with a nostalgic-type General Store, emulating the mixed-use, village-style theme of the neighboring properties. Several parties have expressed interest. An accessory building to the rear also offers interesting redevelopment potential.

**14-16 Main Street** – The new building that will be the new home of the Flour Girl Café is in the home stretch.

**Hillside Farms Apartments – 102 Wellswood Road** – Permits were approved for the construction of four (4) new, 4-unit apartment buildings, an expansion to the existing 32 units. Ten (10) of the total 48 units will be “affordable” units, reserved for those earning less than 80% of the area median income.

**1 West Main Street** – The historic single-family house has been purchased with an intent to renovate to professional offices. There is a great opportunity to make a connection to the rear of the building via an existing driveway easement with access to Stonecroft Drive.

**Valvoline & Highline Automotive – 24 Wall Street** – The building addition is nearing completion and site improvements have been approved to improve traffic navigation through the multi-purpose auto repair and service facility. The building addition will house a dedicated emissions testing service station.



**TOWN OF HEBRON  
BOARD OF SELECTMEN  
REGULAR MEETING  
JUNE 26, 2025**

**ECONOMIC DEVELOPMENT COMMISSION  
INCENTIVE PROGRAM PROPOSAL  
CONNECTICUT EQUINE CLINIC**

Attached is a recommendation from the Economic Development Commission regarding an Application for the Economic Development Incentive Program from Wensco, LLC for improvements proposed at 280 Church Street.

Matthew Bordeaux, Town Planner, Michelle Nicholson, Chair of the Economic Development Commission and Wendy Sears, 280 Church Street property owner, will be in attendance to discuss the request with the Board of Selectmen.

**Proposed Resolution:**

BE IT RESOLVED by the Hebron Board of Selectmen, that the Hebron Economic Development Incentive Program application received from Wensco, LLC for proposed improvements at 280 Church Street, be approved for a period of 10 years and in the amount of 50 percent relief from the assessment on the improved site commencing the first full fiscal year following the issuance of a Certificate of Occupancy by the Hebron Building Official.

**TOWN OF HEBRON  
PLANNING AND DEVELOPMENT DEPARTMENT**

**TO:** Hebron Board of Selectmen

**FROM:** Matthew R. Bordeaux, Director of Planning and Development  
Hebron Economic Development Commission

**DATE:** June 18, 2025

**RE:** Recommendation to Hebron Board of Selectmen regarding Application for Economic Development Incentive Program from Wensco, LLC for improvements proposed at 280 Church Street

***Introduction***

The Hebron Economic Development Commission received a new application under the Hebron Economic Development Incentive Program, related to the proposed development of 280 Church Street, by Scott and Wendy Sears (Wensco, LLC), current owners of CT Equine Clinic PLLC and prospective buyers of the subject property. At their May 28, 2025 Special Meeting, the Commission discussed the project and incentive application with the applicant.

As provided in the application form attached, the applicant wishes to construct a new commercial building and associated improvements at 280 Church Street, Lot #2 of the Ellenberg Subdivision, located in the Neighborhood Convenience District. The proposal includes the construction of a two-story, 2000 square foot building, 1000 square foot barn, parking and landscaping. The CT Equine Clinic currently occupies space across the street at 269 Church Street.

An addendum to the application, dated May 22, 2025 (attached), describes the company's practice, existing tax liabilities, plans for development and request for assistance. The applicant describes how the proposed tax abatement agreement will facilitate their plans for growth, both in terms of the investment in new equipment required to expand the services they offer, and with their intent to increase the number of professionals they employ. The proposed real property tax abatement agreement is intended to offset an anticipated increase in the personal property assessment associated with their business plan.

The Town of Hebron's recently adopted mill rate is 36.85 mills. The following table outlines the tax revenue anticipated and the relief provided assuming the real property values provided by the applicant over the ten (10) year request. The applicant anticipates the project will cost approximately \$650,000 to construct and yield a property value of \$600,000 when completed. An assessment based on 70% of the property value would be approximately \$420,000. The rate of 36.85 mills, applied to the assessed value of the property would be approximately \$15,477 in real property taxes annually. As the applicant stated, they pay approximately \$5,900 in personal property taxes currently and desire to add new medical equipment to their business.

	<b>Term</b>	<b>Real Property Taxes</b>	<b>Proposed Relief</b>
\$600,000 Property Value x 70% = \$420,000 Assessment  420 x 36.85 mills = \$15,477	Year 1	\$15,477	\$7,738.50
	Year 2	\$15,477	\$7,738.50
	Year 3	\$15,477	\$7,738.50
	Year 4	\$15,477	\$7,738.50
	Year 5	\$15,477	\$7,738.50
	Year 6	\$15,477	\$7,738.50
	Year 7	\$15,477	\$7,738.50
	Year 8	\$15,477	\$7,738.50
	Year 9	\$15,477	\$7,738.50
	Year 10	\$15,477	\$7,738.50
	<b>Total</b>	<b>\$154,770</b>	<b>\$77,385</b>

### ***Hebron Economic Development Incentive Program***

The Hebron Economic Development Incentive Program was adopted to further the policy of the Town of Hebron to encourage the development and expansion of quality types of businesses. To attract these select businesses, the Town may offer tax abatement or other economic incentives if the Economic Development Commission and the Board of Selectmen deem such action to be in the best interest of the Town. The program was adopted in accordance with Connecticut General Statutes Section 12-65b. The State Statute provides that any municipality may, by affirmative vote of its legislative body, enter into a written agreement with a property owner or prospective property owner, fixing the assessment of the real property or air space.

The provisions of this section of the Statutes only apply if the improvements are for at least one of the following: (1) Office use; (2) retail use; (3) permanent residential use in connection with a residential property consisting of four or more dwelling units; (4) transient residential use in connection with a residential property consisting of four or more dwelling units; (5) manufacturing use; (6) warehouse, storage or distribution use; (7) structured multilevel parking use necessary in connection with a mass transit system; (8) information technology; (9) recreation facilities; (10) transportation facilities; (11) mixed-use development; or (12) use by or on behalf of a health system.

While Connecticut General Statutes Section 12-65b has been updated, expanding the types of projects that can be considered and the duration an agreement can be made, the local program remains substantially consistent with the State's enabling legislation. The local objectives of the program include attracting businesses that will generate additional tax revenue, provide jobs, provide high quality goods and services, and be consistent with the goals and policies of the Hebron Plan of Conservation and Development.

### ***Recommendation for Tax Abatement***

The Hebron Economic Development Commission encourages the Hebron Board of Selectmen to consider an incentive package that recognizes the significant costs of new construction and the



plans for growth of the company's practice. The following motion was unanimously approved by the Hebron Economic Development Commission at their June 10, 2025 meeting:

*Move to recommend that the Board of Selectmen approve the Hebron Economic Development Incentive Program application from Wensco, LLC for proposed improvements at 280 Church Street, for a period of 10 years and in the following amount (50%) relief from the assessment on the improved site commencing the first full fiscal year following the issuance of a Certificate of Occupancy by the Hebron Building Official.*

MRB

H:\Planning Department\Boards & Commissions\EDC\Economic Development Incentive Program\Applications\280 Church St - CT Equine Clinic\Recommendation Memo.docx

Attachments



**TOWN OF HEBRON**  
**APPLICATION TO FIX ASSESSMENT OF PROPERTY UNDER**  
**SECTION 12-65B CONNECTICUT GENERAL STATUTES**

**Applicant Information:**

Business Name: Wensco LLC  
Street Address: 222 Huntington Rd.  
City: Scotland State: CT Zip: 06264

Business Owners: Scott and Wendy Sears

Telephone: 860 625 0716

Email: wendy.a.sears@gmail.com

President: \_\_\_\_\_

Telephone: 860 942 1233

Email: dsears@yahoo.com

Treasurer: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**Property Owner Information:**

Owner Name: Wensco, LLC (Scott and Wendy Sears)

Owner Address: 280 222 Huntington Rd.

City: Scotland State: CT Zip: 06264

Assessor's Map #: 12-18 Parcel #: LOT 2 (12-18.2)

Street Address: 280 Church Street Amston CT 06231

New construction to house Connecticut Equine Clinic PLLC (clinic & office operations)

**Requested Assistance:**

Please specify the type and amount of assistance that you are requesting?

☒ The length of time (in years) you are requesting assistance? 10 years

☒ A constant fixed amount of tax relief per year? In the amount of 50% per year

☐ A variable fixed amount of tax relief per year? In the following amounts:  
\_\_\_\_\_

☐ Or, a graduated percentage of fixed assessment per year as follows:  
\_\_\_\_\_

**A bit about us:** Connecticut Equine Clinic PLLC, has been in existence since 1987. We are a multi-doctor, ambulatory, equine exclusive practice, servicing a large portion of Eastern Connecticut. Scott Sears DVM worked with the Founder and Owner for decades, until he purchased the business in July of 2021.

Wensco LLC is a company formed by the partnership of Scott and Wendy Sears, as a vehicle to purchase and develop a commercial lot for the purpose of building a permanent home for Connecticut Equine Clinic PLLC.

**Hebron is Central to our Practice Area:** Connecticut Equine Clinic PLLC moved to 269 Church Street in Amston in August 2023. For the most part, we have maintained the same business model as was established at our previous Coventry location. What would be changing with our proposed building is the addition of an area where clients could bring horses to us.

We believe that the commercial location offered for sale on Church Street, just to the North of the Old Colchester Road and Route 85 intersection in Amston offers us a location that would suit our operation well. The newly approved subdivision and property, now recognized as 280 Church Street offers the elements that are important to our business plan and design.

Based on the Town of Hebron's stated objectives and goals, we feel that our project will work in harmony with the surrounding community, integrating well into the character of the zone while maintaining a footprint that is low impact and closely resembles the activity of a residential dwelling. It will generate additional revenue for the town through responsible and respectful development, create a desirable and attractive bridge between the commercial and residential zone, and offer vital equine veterinary services to Hebron, the surrounding communities and to the region.

**Neighborhood Convenience Zone and Development with Complementary Use:** According to the Hebron Zoning Regulations, Neighborhood Convenience Zone section 3.D.2 which describes principal uses and structures, this type of construction containing "offices, professional and medical" falls in line with the type of development that is allowable by special permit. The type of use at this site falls in line with the type of business or industry that the EDC wishes to encourage or incentivize. Additionally, the 2024 Hebron Plan of Conservation & Development indicates an intention for development in the district to be a "good neighbor" to nearby residents.

**Target Business:** We believe that Connecticut Equine Clinic PLLC, and by extension Wensco LLC, is strongly positioned as a target business that Hebron Economic Development Commission wishes to attract, encourage and incentivize to build, develop and grow in Hebron. There are several factors that make us strong candidates for incentives:

- The 2023 Grand List reports that Connecticut Equine Clinic PLLC owned personal property assessed at \$171,130. At the mill rate of 34.5, this generated \$5904 in tax revenue for the town. By comparison, the previous



help to relieve the tax burden on a new business owner looking to expand in Hebron's commercial district.

**In Closing, Our Visions Align:** In 2021, the Town conducted a branding and marketing study to determine where they should focus efforts geared toward growth and business development. At that time, their studies showed that the percentage of commercial industrial real property declined every year since 2018. "...one of the missions of the (Town of Hebron and the Hebron) Economic Development Commission, has been to increase this percentage over time. This will help balance the tax burden between residential and commercial properties..." Hebron has taken and continues to take steps toward supporting this important mission.

As business owners who currently rent office space in Amston, we wholeheartedly support the Vision Statement adopted by the Board of Selectmen in April 2025. We believe that collaboration between governmental agencies, boards and commissions to achieve a cohesive, consistent approach to "community centered growth" is of the utmost importance. The stated desire to support existing businesses & encourage new and expanding businesses through collaboration, promotion, recruitment/marketing efforts, and incentivizing this growth are key elements for success.

Our business vision places Hebron as central to the general geographic location we wish to settle. While we have options in the surrounding communities where we might look to develop our vision, we have gravitated toward Hebron because of its desire to create a business-friendly environment and encourage growth in its commercial business sector. It is important to us that the municipal entities undertaking this development take a thoughtful, measured, and quantifiable approach to this goal. In reviewing the Hebron Economic Development Commission Incentive Program, and the newly adopted Vision Statement from the Board of Selectmen, there is every indication that Hebron is committed to the success of its business sector while simultaneously focusing on maintaining and enhancing the quality of life for its residents.

We hope that the members of the Hebron Economic Development Commission will consider our application for tax relief as a mutually beneficial opportunity, whereby the town benefits from additional taxable property and revenue, and Connecticut Equine Clinic PLLC is able to grow our business and offerings to clients through the EDC Incentive Program.

Very Respectfully,

Scott and Wendy Sears

Wensco LLC

Connecticut Equine Clinic PLLC

E: [wendy.a.sears@gmail.com](mailto:wendy.a.sears@gmail.com)

C: 860-625-0716

A: 222 Huntington Road

Scotland, CT 06264





# 280 Church Street

Town of Hebron, CT

1 inch = 282 Feet



www.cai-tech.com

May 22, 2025



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.







**TOWN OF HEBRON**

**ECONOMIC  
DEVELOPMENT INCENTIVE  
PROGRAM**

**DEVELOPED BY:**

**HEBRON ECONOMIC DEVELOPMENT COMMISSION**

**Approved by:**

**Hebron Board of Selectmen**

**Date: July 15, 2010**

**Revised: April 6, 2017**

***Town of Hebron  
Town Office Building  
15 Gilead Street  
Hebron, Connecticut 06248  
TEL. (860) 228-5971  
FAX (860) 228-5980  
[www.hebronct.com](http://www.hebronct.com)***

## **ECONOMIC DEVELOPMENT INCENTIVE PROGRAM**

It is the policy of the Town of Hebron to encourage the development and expansion of quality types of businesses. In an effort to attract these select businesses, the Town may offer tax abatement or other economic incentives if the Economic Development Commission and the Board of Selectmen deem such action to be in the best interest of the Town.

### **TYPES OF BUSINESS/INDUSTRY TARGETED**

Incentives will be used to encourage, but shall not be limited to, the following types of development:

1. Corporate headquarters
2. Corporate satellite offices
3. Campus-style office development
4. Research and development facilities
5. Light manufacturing facilities
6. Mixed-use facilities
7. Retail use
8. Information technology use
9. Private recreation facilities
10. Health Care Facilities to include continuing care centers

## **OBJECTIVES OF THE TOWN OF ECONOMIC DEVELOPMENT INCENTIVE PROGRAM**

The Town is interested in attracting businesses that will accomplish, but shall not be limited, to these goals:

1. Generate additional tax revenue through real estate and/or personal property taxes.
  2. Provide employment opportunities.
  3. Provide high quality goods and services.
  4. Conform to the Goals and Policies of the Town of Hebron Plan of Conservation and Development.
-



*Town of Hebron*  
Economic Development Incentive Program

**TYPES OF ASSISTANCE AVAILABLE**

**A. NEW BUILDING CONSTRUCTION OR ADDITIONS TO EXISTING BUILDINGS**

**TAX AGREEMENTS AS PERMITTED UNDER CGS, Section 12-65b**

The assessment of the real property and all improvements thereon or therein and to be constructed thereon or therein may be fixed, or may be phased-in, at the discretion of the Hebron Board of Selectmen as follows.

The Town of Hebron, by affirmative vote of its Board of Selectmen, may enter into a written agreement, for a period of not more than ten years, with any party owning or proposing to acquire an interest in real property in Hebron, fixing the assessment of the real property which is the subject of the agreement, and all improvements thereon or therein and to be constructed thereon or therein, subject to all of the other provision of this document and policy. For purposes of this policy, " all improvements thereon or therein and to be constructed thereon or therein " includes the rehabilitation of existing structures.

The assessment period shall commence with the fiscal year of the Town of Hebron for which a tax list is proposed on the October first immediately preceding the issuance of a certificate of occupancy for the new construction, or occupancy of the new construction. The assessment of the real property for the period prior to the assessment period shall be determined in the normal course pursuant to State and local laws and ordinance.

**Application Requirement and Procedures**

Any applicant who is delinquent in any taxes that are otherwise due to the Town of Hebron shall be ineligible to enter into any such agreement.

Applications are encouraged to be submitted to the Economic Development Commission prior to submission of the formal site plan application to the Planning and Zoning Commission.

The Economic Development Commission shall review the application, and shall receive supporting documentation and request a presentation from the applicant. The Economic Development Commission shall then make a report and recommendation to the Board of Selectmen within sixty (60) days of receipt of a completed application by the Economic Development Commission. The Board of Selectmen's action on the application shall be

*Town of Hebron*  
Economic Development Incentive Program

final and shall occur within sixty (60) days of its receipt of approvals required by all Town agencies or Commissions.

The Board of Selectmen reserves the right to alter or waive any of the foregoing provisions. These guidelines may be changed, in whole or in part, or repealed in their entirety, at any time, without a public hearing, by action of the Board of Selectmen.

**B. ROAD CONSTRUCTION, UTILITY EXTENSION AND IMPROVEMENT ASSISTANCE**

The Town of Hebron may assist the applicant in its attempt to offset the cost of public roads proposed for construction and/or utilities proposed for extension and/or improvement to serve desirable businesses and industries.

In the case of new road construction, the property on both sides of the new road must be zoned for industrial or commercial uses.

The new road must, when completed, connect at one end with the existing highway system of the Town. The title to the land on which such road is to be constructed shall be conveyed to the Town by Warranty Deed, for a nominal consideration, upon completion and approval, before any contribution is made by the Town. The plan for such road and associated site development must receive the approvals required of all Town agencies or commissions. Costs eligible for reimbursement shall exclude electric service and telephone service.

In the case of utility extension/improvement, the plan for such extension/improvement and associated site development must receive the approvals required of all Town agencies or commissions. Applications for reimbursement shall be limited to the extension/improvement of storm-water drainage, sanitary sewer, and other municipal utilities as may become available.

The applicant's reimbursement shall be based on the difference between the tax revenue collected before improvements and issuance of the Certificate of Occupancy and the tax revenues after such events. The taxes are those attributable to real estate and personal property.

Subject to the foregoing and following conditions, the town may reimburse the applicant for up to 100% of the costs of eligible public improvements upon receipt and approval of documentation of expenses incurred. Reimbursement will be in three (3) annual installments after the road is accepted by the Town. Each installment will not be greater than 50% of the additional tax revenues generated by the improvements for that year up to a maximum of 33% of the total reimbursement amount. Reimbursement shall be due

***Town of Hebron***  
**Economic Development Incentive Program**

sixty (60) days after the first tax payment is received from the facilities that generated the increase in the assessment. The three year period shall begin once public improvements are completed to the satisfaction of the Town, and when occupancy of the new construction occurs or when a Certificate of Occupancy is issued for any building(s) benefiting from such improvements.

The Board of Selectmen reserves the right to include in any agreement under the guidelines any additional requirements pertaining to the road construction, utility expansion/improvement or site development.

**Application Requirements and Procedures**

The application for Town reimbursement shall be approved prior to construction start-up on the project. The applicant shall bear all costs for the planning, engineering, and construction of such facilities.

Any applicant who is delinquent in any taxes that are otherwise due to the Town of Hebron shall be ineligible to enter into any such agreement.

Application shall be made to the Economic Development Commission, and shall be in such form and contain such information as prescribed by the Economic Development Commission. Information required shall include, but not be limited to, site plans, itemization of improvements by category, quantity and cost, construction schedules, projected additional employees, identification of any public incentives, financial or otherwise, which are included in the project financing.

The Economic Development Commission shall review the application, and shall receive supporting documentation and request a presentation from the applicant. The Economic Development Commission shall then make a report and recommendation to the Board of Selectmen within sixty (60) days of receipt of a completed application by the Economic Development Commission. The Board of Selectmen's action on the application shall be final and shall occur within sixty (60) days of its receipt of approvals required by all Town agencies or Commissions.

In the event of unusual or extraordinary circumstances, the Board of Selectmen reserves the right to alter or waive any of the foregoing provisions. These guidelines may be changed, in whole or in part, or repealed in their entirety, at any time, without a public hearing, by action of the Board of Selectmen.



**TOWN OF HEBRON  
BOARD OF SELECTMEN  
REGULAR MEETING  
JUNE 26, 2025**

**GREEN COMMITTEE  
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION  
SUSTAINABLE MATERIALS MANAGEMENT GRANT**

Members of the Hebron Green Committee are recommending the Town of Hebron consider the application for a Department of Energy and Environmental Protection Sustainable Materials Management Grant. Please refer to the attached grant proposal prepared by Waste Zero the group assisting the Town with the proposed project and grant application. There is no financial obligation to the Town at this time and the Town has the option of accepting or rejecting the grant if awarded.

**Proposed Resolution:**

**BE IT RESOLVED** that the Hebron Board of Selectmen approve the grant application to the State of Connecticut Department of Energy and Environmental Protection Sustainable Materials Management Program and authorize Andrew J. Tierney, Town Manager, to sign any necessary grant application documents.

# Memo

**To:** The Board of Selectman  
**From:** Paul J. Forrest  
**cc:** Andy Tierney, Town Manager  
**Date:** June 20, 2025  
**Re:** SMM Grant

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The Hebron Green Committee is looking into participating in a Sustainable Materials Management (SMM) Grant through the State of Connecticut. The SMM Grant ultimately provides infrastructure to support Food Waste Diversion at the Transfer Station. The SMM Grant application would have to be submitted on June 27<sup>th</sup>, 2025. The SMM Grant application is non-committal for the Town, meaning the Town can withdraw at any time. If grant funds are approved for the Town, the Town is also still able to withdraw. The SMM Grant supports infrastructure through equipment, establishing pay as you throw set-up, and covering the cost of a vendor for Food Waste removal for one year. If funds are approved, there is no time constraint to begin using the funds if updates are given regarding progress throughout the year.

The Hebron Green Committee has been working with Waste Zero, at no cost, to assist with submitting the grant application.

Regards,

Paul J. Forrest  
Director of Public Works  
Town of Hebron

**Statement of Commitment**

The Town of Hebron is a Bronze-certified member of Sustainable CT, and an active participant in the Connecticut Coalition for Sustainable Materials Management (CCSMM). We are committed to reducing waste, decreasing our environmental footprint, and using taxpayer dollars efficiently for public good.

The Town is under financial pressure from rising waste disposal costs—especially since the closure of the MIRA facility—and recognizes that this challenge will persist without proactive measures. We recognize that approximately 40% of Connecticut’s waste is being shipped to out-of-state landfills. We support the state’s goal of managing waste disposal within Connecticut’s borders. Achieving this goal requires all municipalities to do their part to reduce waste generation and lessen the burden on communities that host disposal facilities, both in and out of state.

The State’s Sustainable Materials Management Plan sets a 60% waste diversion target by 2024, and the town is committed to exploring all programs that can help meet this benchmark. My staff and I understand that Unit-Based Pricing (UBP) is a key element of any sustainable materials management strategy.

The town is applying for SMM grant funding to access technical assistance and supplies needed to guide our community through a thoughtful, three-phase process for adopting a long-term, financially sustainable UBP system, paired with a food scrap collection program at the transfer station.

Because true UBP is not always easy for stakeholders to embrace, we are proposing a phased approach to build support and demonstrate effectiveness at each step. We are requesting funding to support three defined phases: Groundwork, Launch, and Monitoring. After each phase, the town will evaluate progress before committing to the next phase or accepting additional funds.

This phased approach offers political and operational safeguards: it provides DEEP with assurance that the grant supports genuine, incremental progress; allows town officials to withdraw if needed, without pressure; and offers time to refine systems before full program adoption. We are committed to responsible use of funds and will proceed with care at each stage.

Our goal is to establish a self-sustaining UBP and food scrap collection program. Within two years, we aim to achieve a smooth transition to a broadly supported program that no longer requires outside funding or support.

Thank you for your consideration.



**HEBRON GRANT PROJECT SUBMISSION:**  
**OVERVIEW** **HEBRON**

Hebron	Totals
Total Population	9,100
Total HH	3,528
Total HH using Transfer Station (TS)	1234.8
Effective Population	3185
Total Waste Tonnage (FY23-24)	1162.56
Total Recycling Tonnage (FY 23-24)	380.99
Total Food Scrap Collection	N/A nip funds for schools
Estimated per capita Waste	730.021978
Other Notes	We have a roll-off which we use to dispose of the MSW, Recycling, and bulky to Casella.
Tip Fee Waste	\$111.39/ton Self haul to Cassella
Disposal Facility, Contract Dates/ Escalators	Casella
Tip Fee Recycling	\$72.18/ton self haul
Disposal Facility, Contract Dates/ Escalators	Casella
Food Scrap Facility / Collection Information	N/A
TS Fees for Residents / Commercial	Residents only- must acquire a permit through proof of address. No commercial use. Only fees are on bulky items, not household trash/recycling.

**NARRATIVE PROPOSAL:**

**DESCRIPTION OF THE CURRENT SYSTEM & NEED FOR CHANGE:** The transfer station is currently free for residents, though they must obtain an annual sticker at no cost. Residents can dispose directly at the transfer station or contract with a residential hauler. Approximately 35% of the town uses the transfer station, however not all users appear to be regular weekly participants. There are **approximately 2 residential** haulers in the town. The Town is interested in implementing UBP at the transfer station, as we are aware of the steady increase in tipping fees and the disposal capacity shortfall in the region. However, we feel that the public is not up to speed on the waste crisis or even on the importance of food scraps. We would like to methodically bring residents along and ease them into the concept of UBP. We plan to have food scrap drop off at the transfer station as well as compost kits to support the transition for our residents. In the initial phase we will get feedback, model and evaluate a UBP / food scrap drop off program. We believe that a UBP program could create a more equitable and efficient system at the transfer station in the following ways:

- *Fairness* – the current program allows residents to drop off waste at no cost no matter how much or how little. This is unfair for residents that don't generate much

waste, or that contract with a private hauler, as these families are subsidizing the low generators. Those families that have a private hauler are paying for their collection and disposal as well as the disposal of transfer station users which is something that they have no control over. As tipping fees continue to skyrocket this inequity become even bigger. The UBP bag structure would benefit light users, good recyclers and seniors as they would not be subsidizing the disposal costs of the heavy users. We feel that shifting the true waste cost to a UBP bag program (using an official bag in varying sizes and prices) could be a solution: creating fairness and incentivizing waste reduction.

- *Efficiency* –Town operations at the transfer station would benefit from reduced waste in a few ways. One is reduced trips to Casella and therefore reduced operational expenses and better use of time; possibly freeing up labor for other projects. It would also make eyeballing permits easier- if the resident has a bright colored bag attendants would know that they have already paid their share of the tipping.
- *Savings / Mitigate Long-term Risk to the Town:* Since the cost of disposal is currently covered in the general fund budget residents will not directly see the savings. However, the UBP program should cut the towns managed waste by about 40-50% depending on the final rate structure. The savings could be used to fund food scraps or other Town services as well. The system will also reduce the long-term risk as disposal capacity continues to shrink – the lower the tonnage the lower the risk to all taxpayers. Additionally, less waste will mean fewer deliveries to Casella which would be reflected in lower labor and less wear and tear on the trucks.
- *Food Scrap Capture:* Currently Hebron does not offer any food scrap drop off services, however the tipping fees for food scraps are lower than the tip fees for waste. The Towns of Colchester, and Marlborough are interested in a future partnership to compost locally (likely in Colchester) which would lower compost collection and processing costs further for the town.
- *Sustainability:* The current program does not incentivize waste reduction; by implementing a standard bag UBP bag program the town will reduce waste and increase recycling, reuse and composting. We will lower our carbon footprint and continue to demonstrate our environmental leadership with Sustainable CT and be an example to our neighbors.

#### PROPOSED PROGRAM USE OF FUNDS:

Hebron has made consistent efforts to achieve waste reduction by **XXX educating** our residents and making diversion as easy as possible; however, we have fallen short of the State's 60% diversion goal. The Town is requesting SMM grant funding to obtain the technical assistance and supplies needed to take our community through a three-phase process to implement a mandatory UBP and food scrap collection program at our transfer station. The process will include a groundwork stage where we engage an official stakeholder group and obtain resident feedback to support/ recommend a program and pathway to our select board; an implementation phase where if approved, program outreach, education, and distribution of needed supplies will begin; a monitoring phase

where the mandatory program will be active approximately one year, continued education and program results will be communicated to secure final support and a smooth transition into a permanent financially sustainable UBP and food scrap drop off program. The initial implementation phase may include discounted prices or free bags to gain support, however the program would still be mandatory, and it would require that all residents using the transfer station and perhaps homes using private subscription haulers would be required to participate and only dispose of waste in official town waste bags. Free bags could be available for any resident with hardship.

Phase 1 will allow the town selectboard to decide if a UBP and food scrap drop-off program is the correct path for the town – but whether its adopted or not the exploration process would help to build awareness about all diversion including recycling correctly and reuse. During Phase 1 the Town will also review its long-term transfer station goals, as we are planning a remodel / redesign of the site in the near term. This process will provide insight into what a 'GOLD STAR' program would be for the residents of Hebron.

The Town will work with a technical assistance provider during all three phases and to ensure a smooth transition to a permanent program. The following is detailed information about each phase:

### **Phase 1 -Groundwork**

#### **Objective:**

Understand the town's baseline waste and recycling including a mini audit and characterization, agree on a program design, and gauge stakeholder and resident sentiment. This phase will commence directly after grant award and will last 3-5 months depending.

- **Baseline Assessment:** Understand current waste volume; confirm user participation.
- **Program Design:** Program will include a UBP bag rate structure using prepaid bags in varying sizes for maximum flexibility and fairness and food scrap drop off which will include a number of free food scrap liners to build new behavior for residents along with a number of compost buckets to give away for resident home use. Optional models/ rate structures will be developed including different bag prices and sizes, varying numbers of free bags, different costs for compost logistics i.e. will food scraps be collected and sent to Quantum in Southington or local compost location and ensure equity and long-term feasibility. Design phase will also review transfer station layout and make suggestions of about logistics, transportation and labor changes and will take into consideration the towns long term goals. The grant application is requesting funds that will cover any of a combination of models. We cannot pinpoint the exact spend as some of the items require an RFP process which cannot begin until we know that funds are available. However, this application is requesting the maximum so that we can accomplish what is needed for a permanent sustainable program.



- **Community Input:** Engage residents at the transfer station, and other town locations or events through tabling and resident discussions or focus groups to get feedback to discover concerns and shape messaging.
- **Committee Responsibility:** During the baseline assessment, we will review the Towns' existing legal structures, ordinances, and processes—particularly those that could impact the enforcement or implementation of the program. To move from Phase One to Phase Two, we will need approval from the Select Board to commit to trying mandatory UBP for 1 year. Since public response to change can be unpredictable, we would like to offer some free UBP bags to ease transition and encourage early adoption. To support this decision, we will either create a new committee or designate an existing one—possibly the **current Hebron Green Committee**—to guide the process. This committee will be responsible for reviewing the implementation models outlined above, recommending a final path forward to the Select Board, and proposing a tiered bag pricing structure. It will also determine the number of free UBP bags to be distributed during the first year, if any, as well as the quantity of free compost liners and starter compost buckets. In addition, the committee will decide on the outreach and compliance strategy to ensure a successful and well-supported program rollout.
- **Decision Making Process:** We believe the Committee's decision-making process is a vital part of ensuring transparency for the public. It creates opportunities for resident feedback and helps the Town develop a well-considered, defensible plan that all participants understand, support, and can clearly explain. A democratic process is essential when making decisions that affect residents' lives, and we are committed to taking all perspectives and goals seriously. We feel it is important to appoint a committee who can take the time to thoroughly explore all options before moving forward with any program.

**Outcome:**

Town has the data, models, and stakeholder buy-in needed to decide on program implementation.

**Deliverable:**

***Official Decision to launch- 1 year commitment - a mandatory program where all residents using the transfer station will be required to participate.***

**Phase 2- Launch**

**Objective:**

Implement a program: coordinate vendors and educate residents. Offer tools and start-up incentives to kick-off the mandatory program.

- **Vendor Coordination:** Secure vendor contracts and order necessary materials—such as bags, buckets, and compost pickup—during the 2–4 month lead-up to launch. This may include RFP for certain items/ services.

- **Rollout Preparation:** Distribute supplies (free bag starter kits, compost bins, etc.) , stock bags in stores, and finalize signage and printed materials.
- **Community Outreach:** Outreach team educates residents in person at the transfer station and at town events. Flyers, online educational materials, and other channels will attempt to reach all residents about the benefits of the program and what they need to do. Outreach will remind residents that they can save by using a smaller bag and trying out the food scrap option as well as addition information on recycling and reuse options.

**Outcome:**

Town has started a first-year of the program.

***Mandatory Year 1 program begins***

**Phase 3- Monitoring**

**Objective:** Evaluate program results on an on-going basis and maintain public engagement to track feedback and prep Selectboard so that program continues

- **Evaluate Impact:** Analyze tonnages year over year (waste, recycling and food) to determine material change. Analyze revenue and expenses to measure financial impact.
- **Monthly Reports:** Create a regular agenda item to provide Selectboard relevant program progress (above). Build case for program continuance. Reporting will include:
  - Year to date waste tonnage changes
  - Year to date recycling tonnage changes
  - Food scrap tonnage
  - Food scrap capture rate
  - Number of enforcement actions
  - Residents feedback
  - Other metrics
- **Plan for Permanence:** Finalize the plan for permanence, incorporating lessons from feedback and implementation. Demonstrate clear decision criteria—such as waste reduction, budget alignment, and community response—will guide long-term feasibility and any needed adjustments for a self-sustaining model.

**Outcome:** *Continue a self-sustaining waste reduction & food scrap diversion Program. If a vote is needed, then the monitoring phase will have built the case (data and information) for permanence.*

***Deliverable: Case study documenting the waste reduction, recycling increase, and food capture rate week over week from base year to program year.***

**WE ARE COMMITTED TO THE THREE-PHASE PROCESS AND BELIEVE IT WILL RESULT IN A LONG-TERM PERMANENT PROGRAM, HOWEVER THIS DECISION IS NOT MADE BY**



## OUR SELECTBOARD ALONE. DECISIONS THAT REQUIRE THIS TYPE OF CHANGE ARE HEAVILY INFLUENCED BY THE PUBLIC.

As seen in other SMM pilot communities, stepping into this process by having residents participate in the new program with limited financial risk (i.e. free bags to start) will help gain public support. Likewise using a committee that is specifically tasked with learning, vetting and providing feedback on program design will build official support and confidence in a permanent program. Without these components moving to UBP would be extremely difficult. The phased in budget (below) is set up so that if Hebron is unable to meet the objectives in each phase, we will discontinue the process and not waste funds that could be used by another town. Likewise, if we do meet the objectives of each phase the funds would be available for a smooth and immediate transition into the next phase.

### EXPECTED RESULTS:

We expect that through this stepping-in process, we will see a seamless transition into a popularly accepted program which will require no further funding or outside program support. The goal of the three-phase process is to gain as much support as possible for the program. Based on case studies from SMM programs, examining their pilot data and permanent program data, and considering the different structures, we expect a permanent waste reduction of 40-50%. In the pilot year with initial free bags we are expecting less 15-25%. Even with conservative estimates from the first year and with limited revenue our proformas still demonstrate a financially self-sustaining program.

### PROFORMA CHART

Hebron			
TS Category	Last Year 2024	Food Scrap, 2-Free Bags Y1 with DEEP Support	Food Scrap Bag Based Ongoing
Revenue General Fund	\$276,412	\$276,412	\$276,412
Revenue Fee's	\$0	\$0	\$0
Revenue Bag Sales (Net)	\$0	\$15,888	\$106,568
Revenue Other	\$0	\$0	\$0
DEEP Subsidy	\$0	\$110,528	\$0
<b>Total Revenue</b>	<b>\$276,412</b>	<b>\$402,828</b>	<b>\$382,980</b>
Cost and Revenue Impact By Option			
Trash Disposition	\$156,946	\$128,695	\$86,320
Recycling Disposition	\$27,501	\$31,881	\$37,696
Food Scrap Disposition	\$0	\$0	\$0
Miscellaneous Disposition	\$48,168	\$48,167	\$48,167
Trash Transport	\$8,096	\$8,096	\$8,096
Recycling Transport	\$0	\$0	\$0
Food Scrap Transport	\$0	\$14,400	\$14,400
Miscellaneous Transport	\$0	\$0	\$0
UBP Startup Costs	\$0	\$51,816	\$0
Free Bag Cost	\$0	\$32,110	\$0
Organics Bag Cost	\$0	\$12,202	\$0
Payroll Related*	\$21,254	\$21,254	\$21,254
Credit Card Fees	\$0	\$0	\$0
Maintenance and Fuel**	\$0	\$0	\$0
Miscellaneous Costs***	\$14,448	\$14,448	\$14,448
Professional Services	\$0	\$0	\$0
<b>Total Cost</b>	<b>\$276,412</b>	<b>\$363,069</b>	<b>\$230,381</b>
Variance		<b>(\$86,657)</b>	\$46,031
Net Income/Loss	\$0	\$39,760	\$152,599



The proforma represents the initial year with DEEP assistance and the next fiscal year of program with no assistance. Based on the expected budget per household the expected 10 year ROI is \$687 per household in avoided disposal costs (\$90/ hh investment by DEEP = \$687.15 10 year return for town).

#### SUSTAINABILITY OF PROGRAM AND HOW IT FITS WITH THE TOWNS VISION:

As mentioned above, a UBP rate structure using official town bags will create a reliable and sustainable funding source that will allow the town to minimize waste, maximize operational efficiency and maintain the food scrap collection service. The program will be designed so that after the initial year of monitoring the program will be self- sustaining and will use savings and revenue to cover any new costs of the food scrap collection and depending on the final design should also decrease the general fund subsidy / save taxes. As residents run out of any of the free bags the purchase of new bags will create revenue so that when the initial year is complete the program will need no further assistance.

The Towns' vision is to reduce waste, reduce cost and provide a robust service offering to our residents. Funding a UBP plus food scrap drop-off program will drive increased community awareness and build support for all future programs.

**BUDGET NARRATIVE:** The town is not planning to match grant funding, however we are planning to use town staff to provide support including assisting with social media messaging, and other marketing as well as use staff to participate in distribution of information at the transfer station and during town events. We will also work with Sustainable CT and other groups to recruit volunteers to help at the transfer station during the outreach period and to help with marketing at local events: farmers market, festivals, etc.

The budget is arranged in phases, and we are estimating the maximum costs. We likely will not need all the funds requested as we are allowing the stakeholder process to inform the program design. We are budgeting enough so that the design can be flexible and include what is needed as determined by those who are part of the process. As each phase is completed a clear benchmark will be met to unlock funds for the next phase.

Line by line explanation:

- PHASE 1: GROUNDWORK:
  - Estimate could vary but will not exceed the budgeted amount work includes: Understanding waste situation, possible mini audits, tonnage and trends; modeling multiple pathways forward, design, transportation logistics considerations, review of existing contracts, ordinance review etc.; stakeholder engagement and decision-making process [review models, make decisions on logistics, ordinances, compliance etc.– see above], along with a variety of engagement tactics to gain public feedback [discussions at the transfer station and listening sessions].

- PHASE 2: IMPLEMENTATION:
  - Total cost could vary based approval of final plan but will not exceed the budgeted amount and includes: supplies [UBP starter bags, food scrap liners and bins, flyers, posters, branding; program equipment [food scrap sheds/containers, vending machine] – staff at transfer station for outreach, part time help to distribute bags for curbside subscription users if needed etc.
- PHASE 3: MONITORING:
  - Ongoing program management – analytics, reporting; food scrap collection, compliance / audits as needed. And food scrap collection service.

#### BUDGET TABLE:

COST		DESCRIPTION		
<b>Phase 1</b>		<b>\$17,000</b>		
Program Design	\$4,700			Work with staff to review baseline waste and trends, logistics, transfer station set up, model various pathways
Stakeholder Engagement	\$6,600			Work with appointed committee to go through decision making process, attend stakeholder/ resident events as needed
Outreach Tactics	\$5,700			Focus groups, signage, listening sessions, campaign branding package
<b>Phase 2</b>		<b>\$62,120</b>		
Implementation and Outreach	\$10,000			In person assistance at the TS for 1 month, distribution of supplies, bags in stores etc. Additional distribution for curbside program
Free waste bags	\$32,105	0.25	each	(maximum 2 bags /wk, 104 //yr
Free food scrap bags	\$12,200	0.19	each	(1 per week 52 bags)
Program Equipment	\$3,000			Food scrap shed, vending machine, special container wraps for food scrap containers, other
Home compost buckets	\$4,816	13	each	30% of homes
<b>Phase 3</b>		<b>\$31,400</b>		
Compliance/ Audits	\$5,000			Compliance additional outreach at TS, before and after min-audits and compliance
Program management (12 months)	\$12,000	\$1,000	month	Analytics, check in calls, monthly reports and troubleshooting
Extra Food Scrap Collection	\$14,400	\$1,200	month	two additional locations



Total

\$110,520 per/HH \$89.50

## OTHER CONSIDERATIONS

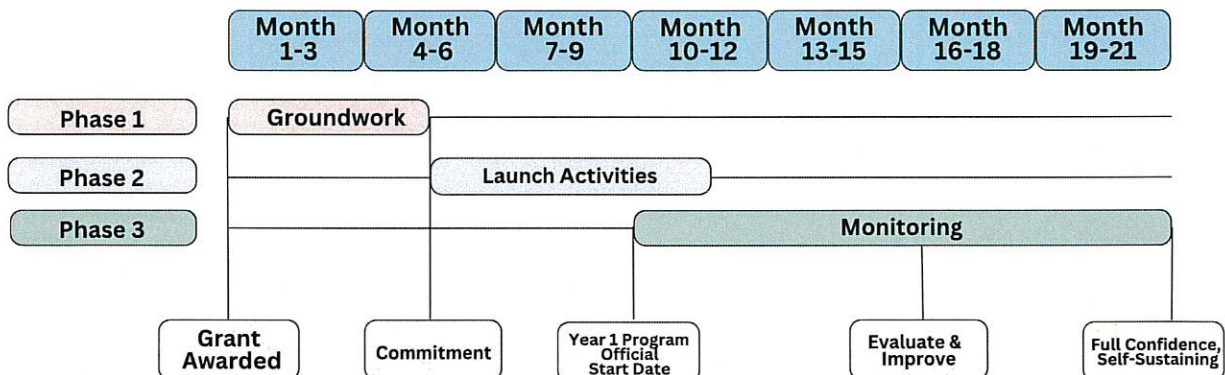
**Low Income Families:** 5% of the population lives below the poverty line compared to the state average of 10%. We recognize that the transfer station is the more affordable option of the two trash disposal options available, with the other being a private hauler. We remain committed to serving our entire population. We believe that offering different sizes of trash bags will create an opportunity for people to save money (by purchasing smaller size). Additionally, we will also discuss accommodation for low-income cases during committee meetings to determine if it is necessary to create an assistance program.

**Grant Responsibility and Reporting:** XX Name of contact person in town will be the contact for the grant reporting to DEEP. Quarterly program analytics and benchmarks will be reported to council including;

- Year to date waste tonnage changes
- Year to date recycling tonnage changes
- Food scrap tonnage
- Food scrap capture rate
- Number of enforcement actions
- Residents feedback
- Other metrics

**Permitting or Approvals: ??** There are no federal, state, and/or local permits and authorizations needed to implement a UBP, and food scrap drop off system at the transfer station. Transfer station permit will be updated with appropriate information.

**Timeline:** The timeline is dependent on DEEP contracting process. The Town of Hebron has no transfer station fee. It would be helpful but not imperative if the process could line up with the town's fiscal year. The timeline is as follows:





We are committed to mitigating the financial and environmental risk to our residents and we plan to explore all available options as we move through this process –

Thank you for your consideration.

**TOWN OF HEBRON  
BOARD OF SELECTMEN  
REGULAR MEETING  
JUNE 26, 2025**

**APPROVE RESOLUTION FOR  
FFY 2024 HOMELAND SECURITY GRANT PROGRAM AND  
OMNIBUS MEMORANDUM OF AGREEMENT**

**PROPOSED RESOLUTION:**

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

FURTHER RESOLVED, that Andrew J. Tierney, as the 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 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 FFY 2024 Homeland Security Grant Program and the Omnibus Memorandum of Agreement.



**STATE OF CONNECTICUT**  
**DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION**  
**Division of Emergency Management & Homeland Security**



**FFY 2024 Homeland Security Grant Program (HSGP)**  
**Omnibus Memorandum of Agreement (MOA)**  
**Instructions and FAQs**

**Overview**

The FFY 2024 HSGP Omnibus MOA serves as an agreement between the State of Connecticut, local municipalities, and the regional fiduciary agent who is responsible for providing programmatic and financial oversight to projects determined to be beneficial to the region by the Regional Emergency Planning Team (REPT) and DEMHS. Annually the DEMHS Strategic Planning, Community Preparedness, and Grants Unit (Grants Unit) develops the MOAs based off of federal funding allocations approved by the Connecticut Homeland Security Working Group and the Federal Emergency Management Agency / Department of Homeland Security (FEMA/DHS). MOAs are administered and collected by the regional fiduciary agent who serves as a programmatic and financial arm of the REPT. The regional fiduciary agent approves and pays for projects with oversight from the DEMHS Grants Unit.

**Documents**

- FFY 2024 State Homeland Security Grant Program Region # Memorandum of Agreement (MOA)
- FFY 2024 Amendment of Memorandum of Agreement (MOA Amendment)
- Blanket Authorizing Resolution
- Custodial MOA (formerly "Attachment A")

**Frequently Asked Questions**

**What forms are needed from my municipality?**

1. Did your current Chief Elected Official sign the FFY 2023 HSGP MOA or an older version of the document?
  - a. If the answer to this question is "**NO**", your municipality will need to supply:
    - i. "FFY 2024 State Homeland Security Grant Program Region (#) Memorandum of Agreement"
    - ii. "Blanket Authorizing Resolution" or another municipal resolution that grants permission to the CEO to enter into agreement with DESPP/DEMHS.
      1. The "Blanket Authorizing Resolution" requires the name of the CEO, the date the municipality's governing body granted permission for the CEO to enter into agreement with DESPP/DEMHS, and the date the CEO was first established their current role.
      2. The "Blanket Authorizing Resolution" also requires the name and title of the municipality's recordkeeper and a raised/shaded seal (for photocopying and digital recordkeeping purposes).
  - b. If the answer to this question is "**YES**", your municipality will need to supply:
    - i. "Amendment of Memorandum of Agreement"

**1111 Country Club Road, 3<sup>rd</sup> Floor North**  
**Middletown, CT 06457**





**STATE OF CONNECTICUT  
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION  
Division of Emergency Management & Homeland Security**



1. This document only requires a typed CEO name/title and a raised seal that has been affixed by the Town Clerk or Notary. Please shade the raised seal prior to scanning/photocopying the document.
2. Is your municipality going to serve as a custodial owner of a regional asset purchased under HSGP FY2024 at a value of \$5,000 or greater?
  - a. If the answer to this question is “NO”, there is no further action needed unless this decision changes later on.
  - b. If the answer to this question is “YES”, your municipality will need to supply:
    - i. “Custodial MOA”
      1. If multiple pieces of equipment are purchased they may all be listed on one form.

**How do I find out whether or not my current CEO signed the previous MOA?**

DEMHS recommends that if you are unsure of who signed the previous MOA on file for your municipality, that you submit an MOA as if your CEO was not previously listed. DEMHS is able to accept new MOAs for incumbent CEOs who signed a previous version, however we are unable to accept an “Amendment of Memorandum of Agreement” from newly elected/appointed officials if there is not an existing MOA document on file reflecting the current CEO.

**Will DEMHS accept a digital version?**

DEMHS encourages municipalities to submit the completed MOA forms digitally to the Regional Fiduciary.

**Who do I submit my municipality’s MOA to?**

Please submit your completed MOA documents to your regional fiduciary as identified on Page 2 of the Memorandum of Agreement or on Page 3 of the MOA Amendment.

**Will a fully executed MOA be sent back to my municipality?**

Fully executed MOAs signed by all parties are available upon request from the municipality.

**When are Custodial MOAs required?**

Custodial MOAs are required when a municipality opts to serve as the custodial owner of a single piece of regional equipment purchased at a value of \$5,000.00 or greater. If a piece of equipment changes custodial owners and was originally purchased at a value of \$5,000.00 or greater a new custodial MOA is required.

**When are these Forms due back to the Regional Fiduciary?**

As outlined on page 2 of the MOA, these documents are required to be submitted to the Regional Fiduciary on or before September 30, 2025, this is with the exception of the Custodial MOA which the Regional Fiduciary will request following a purchase that meets the criteria. Please note that your Regional Fiduciary may set an earlier deadline than the date listed in the MOA documents.

***If you have any additional questions, concerns, or would like to seek clarification please feel free to email [DEMHS.HSGP@CT.gov](mailto:DEMHS.HSGP@CT.gov) or your Regional Fiduciary.***

***1111 Country Club Road, 3<sup>rd</sup> Floor North  
Middletown, CT 06457***



## FFY 2024 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.

<b>Town Information:</b> 	
Person Completing Document:	
Municipality Name:	<MUNICIPALITY NAME>
Town CEO Name:	
Town CEO Title (ie. Mayor):	

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

<b>Point of Contact Information:</b> 	
POC Name & Title:	
Address:	
Email:	
Phone:	
Fax:	





&lt;MUNICIPALITY NAME&gt;

2024 HSGP Omnibus MOA

## FFY 2024 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:

&lt;MUNICIPALITY NAME&gt;

Received by: \_\_\_\_\_

#### For the MOA:

- ☐ A municipal point of contact has been identified (p. 1 and 10).
- ☐ The Chief Executive Officer has signed and dated the agreement.
- ☐ The Chief Executive Officer's name and title has been typed in the space provided.

#### ☐ Authorizing Resolution Attached

The Blanket Resolution Template includes the recommended language for a resolution. If the information on a blanket resolution signed in a prior year is still valid, the town clerk can verify the accuracy, sign and seal the resolution. In order for a raised seal to be visible in a scan, please rub a pencil over the seal. If a Blanket Resolution is not used, the resolution must reference the FFY 2024 Homeland Security Grant Program. No other resolutions shall be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2024 HSGP funds by the REPT.

(Sample attached, the Fiduciary will complete this form for custodial owners of equipment purchased under the FY 2024 Homeland Security Grant Program)

Once complete, e-mail (no hard copies need to be sent) the complete MOA package (MOA and resolution) to: Cheryl Assis, Capitol Region COG, Region 3 Fiduciary at: [cassis@crcog.org](mailto:cassis@crcog.org)

**2.**

### Instructions for the Capitol Region COG as Regional Fiduciary

Received by: \_\_\_\_\_

#### Review and Signature

- ☐ The Chief Executive Officer has signed and dated the agreement.
- ☐ The Chief Executive Officer's name and title has been typed in the space provided.
- ☐ 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 2024 expenditures. Completed MOAs should be sent to [DEMHS.HSGP@ct.gov](mailto:DEMHS.HSGP@ct.gov).

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2024 HSGP funds by the REPT. (Sample attached, Fiduciary will complete for custodial owners of equipment purchased under the FY 2024 Homeland Security Grant Program).

## DUE DATE:

Send to Regional Fiduciary on or before  
September 30, 2025



# MEMORANDUM OF AGREEMENT

## REGARDING USE OF FEDERAL FISCAL YEAR 2024 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 3

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

#### A. Introduction

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

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of <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 2024 State Homeland Security Grant Program (SHSGP), Award No. EMW-2024-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;
4. The State of Connecticut is retaining pass-through funds from 2024 SHSGP in the total amount of \$1,054,243.69 on behalf of local units of government, for the following ten 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; 5. Metropolitan medical response; 6. Enhancing community preparedness and resilience/Citizen Corps\*; 7. New England Disaster Training Center; 8. Enhancing cybersecurity\*; 10. Combating Domestic Violent Extremism\*; 11. Enhancing election security\*; 12. Enhancing Operational Readiness and Response; (\* **denotes National Priority Area 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 multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 3.
6. <MUNICIPALITY NAME> is eligible to participate in those Federal Fiscal Year 2024 SHSGP regional allocations made through the Region 3 REPT in the amount of \$428,203.97 (\$330,203.97 for regional projects, \$6,000.00 for soft target projects, \$10,000 for the regional hazardous materials team and an additional \$82,000.00 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> for the sole purpose of allowing DESPP/DEMHS to retain and administer grant funds provided under 2024 SHSGP for the ten 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 \$1,054,243.69 in furtherance of the ten regional set-aside projects listed above.  
<MUNICIPALITY NAME> agrees to allow State of Connecticut to provide financial and programmatic oversight of the \$1,054,243.69 for the purpose of supporting the allocations and uses of funds under the

2024 SHSGP consistent with the 2024 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 ten regional set-aside projects listed above.

**D. Capitol Region COG and <MUNICIPALITY NAME> Responsibilities**

<MUNICIPALITY NAME> also agrees to allow the Capitol Region COG to provide financial and programmatic oversight of the Federal Fiscal Year 2024 regional allocation in the amount of \$428,203.97 (\$330,203.97 for regional projects, \$6,000.00 for soft target projects, \$10,000 for the regional hazardous materials team and an additional \$82,000 for the regional bomb squad) targeted to member municipalities in DEMHS Region 3 and recommended through the Region 3 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 3 REPT and DEMHS.

**II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS**

**A. Introduction**

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

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS) 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. <MUNICIPALITY NAME> 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 <MUNICIPALITY NAME> may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2024 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 2024;

**B. Purpose.**

DESPP/DEMHS, the Region 3 REPT, Capitol Region COG (Fiduciary), and <MUNICIPALITY NAME>, enter into Part II of this MOA regarding asset(s) for which <MUNICIPALITY NAME> agrees to be the custodial owner, and which are described in the approved 2024 Subgrant Application and will be added to this MOA as Appendix A.

**C. Agreements and Responsibilities of the Parties.**

**1. Definitions.**

As used in this MOA:

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

**2. Responsibilities of DESPP/DEMHS and Capitol Region COG (Fiduciary)**

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

**3. Appendix A.**

The parties agree that decisions regarding the placement of regional assets in <MUNICIPALITY NAME> may be made after the execution of this agreement and that Appendix A shall be completed accordingly. <MUNICIPALITY NAME> agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that Appendix A must be signed by the DEMHS Deputy Commissioner, the chair of the Region 3 REPT, and the Chief Executive Officer, or his/her designee, of <MUNICIPALITY NAME>.

**4. Responsibilities of Custodial Owner**

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

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

The Region 3 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), <MUNICIPALITY NAME> is furthering regional collaboration and mutual aid on behalf of all of the members of Region 3.



**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 canceled 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.

**Points of Contact****1. The Point of Contact for DESPP/DEMHS as the SAA****Name & Title:** Deputy Commissioner Brenda M. Bergeron**Address:** 1111 Country Club Road, Middletown, CT 06457**Emails:** [brenda.bergeron@ct.gov](mailto:brenda.bergeron@ct.gov) and  
[DEMHS.HSGP@ct.gov](mailto:DEMHS.HSGP@ct.gov)**Phone:** 860-685-8531**Fax:** 860-685-8551**2. The Point of Contact for**

(Please fill in the following fields)

&lt;MUNICIPALITY NAME&gt;

**Name & Title:****Address:****Email Address:****Phone:****Fax:****IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the dates written below:**THE** <MUNICIPALITY NAME>

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its Chief Executive Officer  
Duly Authorized

Typed Name &amp; Title: \_\_\_\_\_

**THE Capitol Region COG, as fiduciary agent By:**\_\_\_\_\_  
Its Chief Executive Officer  
Duly Authorized

Typed Name \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Date: \_\_\_\_\_

Brenda M. Bergeron

Duly Authorized

**MEMORANDUM OF AGREEMENT**  
REGARDING USE OF  
FEDERAL FISCAL YEAR 2024 STATE HOMELAND SECURITY  
GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL  
ASSETS IN DEMHS REGION 3

**APPENDIX A**  
**FOR THE <MUNICIPALITY NAME>**

**Equipment Description**

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**THE <MUNICIPALITY NAME>**

By: \_\_\_\_\_  
Its Chief Executive Officer Duly Authorized

Date: \_\_\_\_\_

Typed Name & Title:

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

By: \_\_\_\_\_  
Brenda M. Bergeron  
Deputy Commissioner  
Duly Authorized

Date: \_\_\_\_\_





## STATE OF CONNECTICUT



### DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY

#### State of Connecticut General Conditions

##### SECTION 1: Definitions.

- 1.1 Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum
- 1.2 Contract: This agreement, as of its effective date, between or among the Parties.
- 1.3 Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- 1.4 Goods: All things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation.
- 1.5 Goods or Services: Goods, Services or both, as specified in the Solicitation.
- 1.6 Perform: For purposes of this Contract, the verb "to perform" and the Contractor's performance set forth in this Contract are referred to as "Perform," "Performance" and other capitalized variations of the term.
- 1.7 Records: All working papers and such other information and materials as may have been accumulated by the Contractor in Performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- 1.8 Services: The performance of labor or work, as specified in the Solicitation and as set forth in this Contract.
- 1.9 Solicitation: A State request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut Department of Administrative Services, even if the Agency has statutes, regulations and procedures which overlap DAS's. However, to the extent that the Agency has statutes, regulations or procedures which the Agency determines in its sole discretion to be inconsistent with DAS's, the Agency's shall control over those of DAS's. The Solicitation is incorporated into and made a part of the Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposals is not incorporated into the Contract in its entirety, but, rather, it is incorporated into the Contract only to the extent specifically stated.
- 1.10 State: The State of Connecticut, including the Agency and any office, department, board, council, commission, institution or other agency or entity of the State.
- 1.11 Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
- 1.12 Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_



**SECTION 2: Audit Clause.**

- 2.1 Audit Requirements. 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 single audit standards as applicable.

**SECTION 3: Whistleblowing.**

- 3.1 This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (i) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

**SECTION 4: Disclosure of Records.**

- 4.1 This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

**SECTION 5: Access to Contract and State Data.**

- 5.1 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.

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_





**SECTION 6: Forum and Choice of Law.**

- 6.1 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 7: Termination.**

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.

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- 7.5 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 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.
- 7.6 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.
- 7.7 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.
- 7.8 Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

**SECTION 8: Tangible Personal Property.**

- 8.1 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:
- 8.1.1 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;
- 8.1.2 A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- 8.1.3 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;
- 8.1.4 The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- 8.1.5 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

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penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

- 8.2 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.
- 8.3 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 9: Indemnification.**

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.

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- 9.5 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.
- 9.6 This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

**SECTION 10: Sovereign Immunity.**

- 10.1 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 11: Summary of State Ethics Laws.**

- 11.1 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 12: Audit and Inspection of Plants, Places of Business and Records.**

- 12.1 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.
- 12.2 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.

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_





- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

**SECTION 13: Campaign Contribution Restriction.**

- 13.1 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 14: Protection of Confidential Information.**

- 14.1 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.
- 14.2 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:
- 14.2.1 A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

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- 14.2.2 Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - 14.2.3 A process for reviewing policies and security measures at least annually;
  - 14.2.4 Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - 14.2.5 Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- 14.3 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.
- 14.4 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.
- 14.5 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.

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

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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 15: Executive Orders and Other Enactments.**

- 15.1 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.
- 15.2 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.
- 15.3 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 16: Nondiscrimination.**

- 16.1 For purposes of this Section, the following terms are defined as follows:
- 16.1.1 "Commission" means the Commission on Human Rights and Opportunities;
- 16.1.2 "Contract" and "contract" include any extension or modification of the Contract or contract;
- 16.1.3 "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- 16.1.4 "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

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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;

- 16.1.5 "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 16.1.6 "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;
- 16.1.7 "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- 16.1.8 "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;
- 16.1.9 "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
- 16.1.10 "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).

- 16.2 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, status as a victim of domestic violence, 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

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their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, 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.

- 16.2 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.
- 16.3 The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- 16.4 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.
- 16.5 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.

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- 16.6 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 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.
- 16.7 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.
- 16.8 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

**SECTION 17: Iran Investment Energy Certification.**

- 17.1 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.
- 17.2 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

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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 18: Large State Contract Representation for Contractor.**

18.1 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:

- 18.1.1 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;
- 18.1.2 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
- 18.1.3 That the Contractor is submitting bids or proposals without fraud or collusion with any person.

**SECTION 19: Large State Contract Representation for Official or Employee of State Agency.**

19.1 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 20: Call Center and Customer Service Work.**

20.1 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.

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**SECTION 21: Compliance with Consumer Data Privacy and Online Monitoring.**

- 21.1 Pursuant to section 4e-72a of the Connecticut General Statutes, 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.

**SECTION 22: Consulting Agreement Representation.**

- 22.1 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 consulting agreement are: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES:

\_\_\_\_\_  
Name of Former State Agency

\_\_\_\_\_  
Termination Date of Employment

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## **Agreement Articles**

**Program:** Fiscal Year 2024 Homeland Security Grant Program

**Recipient:** EMERGENCY SERVICES AND PUBLIC PROTECTION, DEPARTMENT OF

**UEI-EFT:** YDBAZKLDWMN4

**DUNS number:** 171880859

**Award number:** EMW-2024-SS-05189

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**Article 1****Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

I. 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 federal awarding agency.

**Article 2****General Acknowledgements and Assurances**

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. 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 and 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 required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in these 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 to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

**Article 3****Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal award 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 award funds.



<b>Article 4</b>	<b>Activities Conducted Abroad</b> Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
<b>Article 5</b>	<b>Age Discrimination Act of 1975</b> Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
<b>Article 6</b>	<b>Americans with Disabilities Act of 1990</b> Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 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.
<b>Article 7</b>	<b>Best Practices for Collection and Use of Personally Identifiable Information</b> Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award 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.
<b>Article 8</b>	<b>Civil Rights Act of 1964 – Title VI</b> Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 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. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

<b>Article 9</b>	<p><b>Civil Rights Act of 1968</b></p> <p>Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) 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, 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.)</p>
<b>Article 10</b>	<p><b>Copyright</b></p> <p>Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.</p>
<b>Article 11</b>	<p><b>Debarment and Suspension</b></p> <p>Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.</p>
<b>Article 12</b>	<p><b>Drug-Free Workplace Regulations</b></p> <p>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 the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).</p>
<b>Article 13</b>	<p><b>Duplicative Costs</b></p> <p>Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.</p>

<b>Article 14</b>	<b>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX</b> Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 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. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
<b>Article 15</b>	<b>E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety</b> 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.
<b>Article 16</b>	<b>Energy Policy and Conservation Act</b> Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 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.
<b>Article 17</b>	<b>False Claims Act and Program Fraud Civil Remedies</b> Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
<b>Article 18</b>	<b>Federal Debt Status</b> 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.)
<b>Article 19</b>	<b>Federal Leadership on Reducing Text Messaging while Driving</b> Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.



<b>Article 20</b>	<p><b>Fly America Act of 1974</b></p> <p>Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: <a href="https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list">Certificated Air Carriers List   US Department of Transportation</a>, <a href="https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list">https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list</a>) 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. § 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.</p>
<b>Article 21</b>	<p><b>Hotel and Motel Fire Safety Act of 1990</b></p> <p>Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award 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. § 2225a.</p>
<b>Article 22</b>	<p><b>John S. McCain National Defense Authorization Act of Fiscal Year 2019</b></p> <p>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. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. 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.</p>
<b>Article 23</b>	<p><b>Limited English Proficiency (Civil Rights Act of 1964, Title VI)</b></p> <p>Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 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: <a href="https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited">https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited</a> and additional resources on <a href="http://www.lep.gov">http://www.lep.gov</a>.</p>
<b>Article 24</b>	<p><b>Lobbying Prohibitions</b></p> <p>Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal 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. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).</p>

<b>Article 25</b>	<b>National Environmental Policy Act</b> Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) 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.
<b>Article 26</b>	<b>Nondiscrimination in Matters Pertaining to Faith-Based Organizations</b> 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 statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
<b>Article 27</b>	<b>Non-Supplanting Requirement</b> Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
<b>Article 28</b>	<b>Notice of Funding Opportunity Requirements</b> All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
<b>Article 29</b>	<b>Patents and Intellectual Property Rights</b> Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

**Article 30      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. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. 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 31      Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 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 32      Reporting of Matters Related to Recipient Integrity and Performance**

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 the federal award, then the recipient 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 by reference.

**Article 33      Reporting Subawards and Executive Compensation**

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.



**Article 34****Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

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. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined 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. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

<b>Article 35</b>	<b>SAFECOM</b> 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. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment   CISA.
<b>Article 36</b>	<b>Terrorist Financing</b> Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.
<b>Article 37</b>	<b>Trafficking Victims Protection Act of 2000 (TVPA)</b> Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.
<b>Article 38</b>	<b>Universal Identifier and System of Award Management</b> 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 reference.
<b>Article 39</b>	<b>USA PATRIOT Act of 2001</b> 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. §§ 175-175c.
<b>Article 40</b>	<b>Use of DHS Seal, Logo and Flags</b> Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
<b>Article 41</b>	<b>Whistleblower Protection Act</b> Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

**Article 42****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 at: <https://www.fema.gov/grants/guidance-tools/environmental-historic>. 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 43****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 44****Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

**Article 45****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 46****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 47****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.

**Article 48****Summary Description of Award and Sub-programs**

The purpose of the FY 2024 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 \$4,362,750.00. 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 49****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.

FFY 2024 STATE HOMELAND SECURITY GRANT PROGRAM  
AMENDMENT of MEMORANDUM of AGREEMENT  
CHECKLIST

<b>Instructions for:</b> <MUNICIPALITY NAME>
<b><i>Received by:</i></b> <name>
<b><i>For the Amendment:</i></b>
<div style="margin-bottom: 10px;"><input type="checkbox"/> A municipal point of contact has been identified</div> <div style="margin-bottom: 10px;"><input type="checkbox"/> The Chief Executive Officer's name and title has been typed in the space provided.</div> <div><input type="checkbox"/> The Town Clerk has certified through the use of a raised town seal or notarization that the CEO listed on the latest applicable HSGP Funding Year Memorandum of Agreement remains the CEO for the listed municipality.</div>

<b>Instructions for: Region 3 Fiduciary Agent</b>
<b><i>Received by:</i></b> <name>
<div style="margin-bottom: 10px;"><input type="checkbox"/> The fiduciary agent's Chief Executive Officer's name and title has been signed in the space provided.</div> <div style="margin-bottom: 10px;"><input type="checkbox"/> The municipality's CEO's name and title has been typed in the space provided</div> <div><input type="checkbox"/> The Town Clerk has certified through the use of a raised town seal or notarization that the CEO listed on the FY 2023 HSGP Memorandum of Agreement remains the CEO for the listed municipality.</div>
<p>Submit completed MOAs and resolutions by email to <a href="mailto:DEMHS.HSGP@ct.gov">DEMHS.HSGP@ct.gov</a> on a quarterly basis prior to completion of FY 2024 expenditures.</p> <p>Please note: The Fiduciary shall complete Custodial Ownership Form for any Municipality that takes ownership of equipment purchased with 2024 HSGP funds by the REPT. (Sample attached, Fiduciary will complete for custodial owners of equipment purchased under the FY 2024 Homeland Security Grant Program).</p>

## AMENDMENT of MEMORANDUM of AGREEMENT

By and Between the State of Connecticut Department of Emergency Services and Public Protection/ Division of Emergency Management and Homeland Security (DESPP/DEMHS)

And the

<MUNICIPALITY NAME>

Regarding use of Federal Fiscal year 2024 State Homeland Security Grant (HSGP) funding and custodial ownership of regional assets in DEMHS.

1. This is an Amendment to the Memorandum of Agreement (MOA) between DESPP/DEMHS, the municipality of <MUNICIPALITY NAME> the fiduciary agent Capitol Region COG and the Region 3 REPT concerning the Federal Fiscal Year 2024 State Homeland Security Grant funding and custodial ownership of regional assets in DEMHS Region 3.
2. This Amendment is presented as the updated Agreement for Federal Fiscal Year 2024 of the State Homeland Security grant funding.
3. DESPP/DEMHS and municipality of <MUNICIPALITY NAME> agree to the continuation of the most recent Memorandum of Agreement and all terms and conditions set therein for the FY 2024 Homeland Security Grant Program, authorizing DESPP/DEMHS to act as the agent of municipality of <MUNICIPALITY NAME> and allowing the DESPP/DEMHS to retain and administer grant funds provided under 2024 Homeland Security Grant Program (HSGP) for state-administered projects on behalf of the local unit of government, listed below.
4. All references to the Federal Fiscal Year shall be changed to Federal Fiscal Year 2024.
5. Section A4, A6, and Section C1 of the original agreement shall be deleted. Section A4 of the original agreement shall be amended to read:

For FY 2024, the municipality of <MUNICIPALITY NAME> is eligible to participate in those Federal Fiscal Year 2024 SHSGP regional allocations made through the Region 3 REPT in the amount of \$428,203.97 (\$330,203.97 for regional projects, \$6,000.00 for soft target projects, \$10,000.00 for the regional hazardous materials team and an additional \$82,000.00 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

6. The State of Connecticut is retaining pass-through funds from 2024 SHSGP in the total amount of \$1,054,243.69 on behalf of local units of government, for projects identified in the following investment justifications designed to benefit and support the state's municipalities:



- Regional Collaboration;
- Enhancing Information and Intelligence Sharing and Analysis with Federal Agencies, including DHS\*;
- Addressing Emergent Threats;
- Capitol Region Metropolitan Medical Response System (MMRS) Medical Preparation and Response;
- Community Preparedness and Resilience/Citizen Corps.\*;
- New England Disaster Training Center;
- Enhancing Cybersecurity\*;
- Combating Domestic Violent Extremism\*;
- Enhancing election security\*;
- Enhancing Connecticut Operational Readiness and Response (\*denotes National Priority Project)

7. Section B1 shall be amended to read:

“DESPP/DEMHS and municipality of <MUNICIPALITY NAME> enter into Part I of this MOA authorizing DESPP/DEMHS to act as the agent of municipality of <MUNICIPALITY NAME> and allowing the DESPP/DEMHS to retain and administer grant funds provided under **2024 SHSGP** for the **identified state administered local** projects listed above, and also for the fiduciary agent of Capitol Region COG to provide the financial programmatic oversight described below.”

8. Section D shall be amended to read:

“D. Capitol Region COG and municipality of <MUNICIPALITY NAME> Responsibilities.

1. Municipality of <MUNICIPALITY NAME> agrees to allow the Capitol Region COG to provide financial and programmatic oversight of the Federal Fiscal Year 2024 regional allocation in the amount of \$428,203.97 (\$330,203.97 for regional projects, \$6,000.00 for soft target projects, \$10,000.00 for the regional hazardous materials team and an additional \$82,000 for the regional bomb squad) targeted to member municipalities in DEMHS Region 3 and recommended through the Region 3 REPT in accordance with is approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 3 REPT and DESPP/DEMHS.”

9. All other terms and conditions of the original MOA, which were not modified by this amendment shall remain in full force and effect.

10. Points of Contact: the following individuals are identified as Points of Contact for the Grantor agency and the Subgrantee:

DESPP/DEMHS	Subgrantee/Regional Fiduciary	Regional Emergency Planning Team Chair
Brenda Bergeron, Deputy Commissioner	Capitol Region COG	
<a href="mailto:Brenda.bergeron@ct.gov">Brenda.bergeron@ct.gov</a>	<a href="mailto:cassis@crcog.org">cassis@crcog.org</a>	

11. Approvals and acceptances: the signature below, or on behalf of the above named grantee, indicates acceptance of the above references award and further certifies that the signee has the authority to execute this agreement on behalf of the grantee;

I acknowledge that I have read, understand and will comply with the aforementioned conditions and the conditions of the original MOA.

*Per the Notice of Funding Opportunity, States shall review their written consent agreements yearly and ensure that they are still valid. If a written consent agreement is already in place from previous fiscal years, DHS/FEMA will continue to recognize it for FY 2024, unless the written consent review indicates the local government is no longer in agreement.*

If the town, town CEO, or other designated agent do not agree or approve of the Amendment they must contact DESPP/DEMHS within 30 days of receipt of this Amendment. If DESPP/DEMHS is not notified within the 30 days, the Amendment will be considered incorporated into the original agreement.

Through this amendment towns are not required sign MOAs each fiscal year as long as the authorized signing agent has not changed. **This Amendment may be accepted by notification through e-mail and submitted to DEMHS through the regional fiduciary, with a notarization that the town CEO signatory on the FY 2023 MOA remains as the CEO.**

For the municipality of <MUNICIPALITY NAME>:

_____ CEO Typed Name (No CEO signature required)	_____ Title
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For the Capitol Region COG as the Region 3 Fiduciary Agent: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Its Chief Executive Officer  
Duly Authorized  
Signed Name

**For the Department of Emergency Services and Public Protection:**

\_\_\_\_\_  
Deputy Commissioner  
Brenda M. Bergeron  
Duly Authorized

\_\_\_\_\_  
Date





## STATE OF CONNECTICUT



### DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY

#### State of Connecticut General Conditions

##### SECTION 1: Definitions.

- 1.1 Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum
- 1.2 Contract: This agreement, as of its effective date, between or among the Parties.
- 1.3 Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- 1.4 Goods: All things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation.
- 1.5 Goods or Services: Goods, Services or both, as specified in the Solicitation.
- 1.6 Perform: For purposes of this Contract, the verb "to perform" and the Contractor's performance set forth in this Contract are referred to as "Perform," "Performance" and other capitalized variations of the term.
- 1.7 Records: All working papers and such other information and materials as may have been accumulated by the Contractor in Performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- 1.8 Services: The performance of labor or work, as specified in the Solicitation and as set forth in this Contract.
- 1.9 Solicitation: A State request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut Department of Administrative Services, even if the Agency has statutes, regulations and procedures which overlap DAS's. However, to the extent that the Agency has statutes, regulations or procedures which the Agency determines in its sole discretion to be inconsistent with DAS's, the Agency's shall control over those of DAS's. The Solicitation is incorporated into and made a part of the Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposals is not incorporated into the Contract in its entirety, but, rather, it is incorporated into the Contract only to the extent specifically stated.
- 1.10 State: The State of Connecticut, including the Agency and any office, department, board, council, commission, institution or other agency or entity of the State.
- 1.11 Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
- 1.12 Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_





**SECTION 2: Audit Clause.**

- 2.1 Audit Requirements. 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 single audit standards as applicable.

**SECTION 3: Whistleblowing.**

- 3.1 This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (i) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

**SECTION 4: Disclosure of Records.**

- 4.1 This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

**SECTION 5: Access to Contract and State Data.**

- 5.1 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.

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**SECTION 6: Forum and Choice of Law.**

- 6.1 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 7: Termination.**

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.

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- 7.5 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 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.
- 7.6 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.
- 7.7 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.
- 7.8 Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

**SECTION 8: Tangible Personal Property.**

- 8.1 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:
- 8.1.1 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;
- 8.1.2 A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- 8.1.3 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;
- 8.1.4 The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- 8.1.5 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

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penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

- 8.2 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.
- 8.3 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 9: Indemnification.**

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.

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- 9.5 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.
- 9.6 This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

**SECTION 10: Sovereign Immunity.**

- 10.1 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 11: Summary of State Ethics Laws.**

- 11.1 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 12: Audit and Inspection of Plants, Places of Business and Records.**

- 12.1 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.
- 12.2 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.

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- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

**SECTION 13: Campaign Contribution Restriction.**

- 13.1 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 14: Protection of Confidential Information.**

- 14.1 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.
- 14.2 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:
- 14.2.1 A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

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- 14.2.2 Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - 14.2.3 A process for reviewing policies and security measures at least annually;
  - 14.2.4 Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - 14.2.5 Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- 14.3 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.
- 14.4 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.
- 14.5 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.

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

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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 15: Executive Orders and Other Enactments.**

- 15.1 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.
- 15.2 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.
- 15.3 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 16: Nondiscrimination.**

- 16.1 For purposes of this Section, the following terms are defined as follows:
- 16.1.1 "Commission" means the Commission on Human Rights and Opportunities;
- 16.1.2 "Contract" and "contract" include any extension or modification of the Contract or contract;
- 16.1.3 "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- 16.1.4 "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

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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;

- 16.1.5 "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 16.1.6 "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;
- 16.1.7 "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- 16.1.8 "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;
- 16.1.9 "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
- 16.1.10 "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).

- 16.2 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, status as a victim of domestic violence, 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

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their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, 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.

- 16.2 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.
- 16.3 The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- 16.4 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.
- 16.5 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.

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- 16.6 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 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.
- 16.7 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.
- 16.8 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

**SECTION 17: Iran Investment Energy Certification.**

- 17.1 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.
- 17.2 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

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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 18: Large State Contract Representation for Contractor.**

18.1 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:

- 18.1.1 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;
- 18.1.2 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
- 18.1.3 That the Contractor is submitting bids or proposals without fraud or collusion with any person.

**SECTION 19: Large State Contract Representation for Official or Employee of State Agency.**

19.1 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 20: Call Center and Customer Service Work.**

20.1 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.

Please initial here to indicate that you have read and understand these conditions \_\_\_\_\_





21.1 Pursuant to section 4e-72a of the Connecticut General Statutes, 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.

22.1 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.

Name of Former State Agency	Termination Date of Employment

 SIGN  
& DATE

## **Agreement Articles**

**Program:** Fiscal Year 2024 Homeland Security Grant Program

**Recipient:** EMERGENCY SERVICES AND PUBLIC PROTECTION, DEPARTMENT OF

**UEI-EFT:** YDBAZKLDWMN4

**DUNS number:** 171880859

**Award number:** EMW-2024-SS-05189

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**Article 1****Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

I. 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 federal awarding agency.

**Article 2****General Acknowledgements and Assurances**

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. 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 and 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 required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in these 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 to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

**Article 3****Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal award 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 award funds.

<b>Article 4</b>	<b>Activities Conducted Abroad</b> Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
<b>Article 5</b>	<b>Age Discrimination Act of 1975</b> Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
<b>Article 6</b>	<b>Americans with Disabilities Act of 1990</b> Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 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.
<b>Article 7</b>	<b>Best Practices for Collection and Use of Personally Identifiable Information</b> Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award 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.
<b>Article 8</b>	<b>Civil Rights Act of 1964 – Title VI</b> Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 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. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.



<b>Article 9</b>	<p><b>Civil Rights Act of 1968</b></p> <p>Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) 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, 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.)</p>
<b>Article 10</b>	<p><b>Copyright</b></p> <p>Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.</p>
<b>Article 11</b>	<p><b>Debarment and Suspension</b></p> <p>Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.</p>
<b>Article 12</b>	<p><b>Drug-Free Workplace Regulations</b></p> <p>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 the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).</p>
<b>Article 13</b>	<p><b>Duplicative Costs</b></p> <p>Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.</p>

<b>Article 14</b>	<b>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX</b> Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 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. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.
<b>Article 15</b>	<b>E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety</b> 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.
<b>Article 16</b>	<b>Energy Policy and Conservation Act</b> Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 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.
<b>Article 17</b>	<b>False Claims Act and Program Fraud Civil Remedies</b> Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
<b>Article 18</b>	<b>Federal Debt Status</b> 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.)
<b>Article 19</b>	<b>Federal Leadership on Reducing Text Messaging while Driving</b> Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

<b>Article 20</b>	<p><b>Fly America Act of 1974</b></p> <p>Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: <a href="https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list">Certificated Air Carriers List   US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list</a>) 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. § 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.</p>
<b>Article 21</b>	<p><b>Hotel and Motel Fire Safety Act of 1990</b></p> <p>Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award 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. § 2225a.</p>
<b>Article 22</b>	<p><b>John S. McCain National Defense Authorization Act of Fiscal Year 2019</b></p> <p>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. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. 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.</p>
<b>Article 23</b>	<p><b>Limited English Proficiency (Civil Rights Act of 1964, Title VI)</b></p> <p>Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 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: <a href="https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited">https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited</a> and additional resources on <a href="http://www.lep.gov">http://www.lep.gov</a>.</p>
<b>Article 24</b>	<p><b>Lobbying Prohibitions</b></p> <p>Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal 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. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).</p>



<b>Article 25</b>	<b>National Environmental Policy Act</b> Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) 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.
<b>Article 26</b>	<b>Nondiscrimination in Matters Pertaining to Faith-Based Organizations</b> 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 statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
<b>Article 27</b>	<b>Non-Supplanting Requirement</b> Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
<b>Article 28</b>	<b>Notice of Funding Opportunity Requirements</b> All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
<b>Article 29</b>	<b>Patents and Intellectual Property Rights</b> Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

**Article 30      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. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. 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 31      Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 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 32      Reporting of Matters Related to Recipient Integrity and Performance**

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 the federal award, then the recipient 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 by reference.

**Article 33      Reporting Subawards and Executive Compensation**

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

**Article 34****Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

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. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined 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. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.



<b>Article 35</b>	<b>SAFECOM</b> 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. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment   CISA.
<b>Article 36</b>	<b>Terrorist Financing</b> Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.
<b>Article 37</b>	<b>Trafficking Victims Protection Act of 2000 (TVPA)</b> Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.
<b>Article 38</b>	<b>Universal Identifier and System of Award Management</b> 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 reference.
<b>Article 39</b>	<b>USA PATRIOT Act of 2001</b> 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. §§ 175-175c.
<b>Article 40</b>	<b>Use of DHS Seal, Logo and Flags</b> Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
<b>Article 41</b>	<b>Whistleblower Protection Act</b> Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

**Article 42****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 at: <https://www.fema.gov/grants/guidance-tools/environmental-historic>. 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 43****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 44****Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

**Article 45****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 46****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 47****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.

**Article 48****Summary Description of Award and Sub-programs**

The purpose of the FY 2024 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 \$4,362,750.00. 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 49****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.



**MEMORANDUM OF AGREEMENT**  
**REGARDING USE OF**  
**FEDERAL FISCAL YEAR <Year> STATE HOMELAND**  
**SECURITY GRANT FUNDING AND CUSTODIAL**  
**OWNERSHIP OF REGIONAL ASSETS IN**  
**DEMHS REGION**

FOR THE <MUNICIPALITY NAME>

**Equipment Description**

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**THE <MUNICIPALITY NAME>**

By: \_\_\_\_\_  
Its Chief Executive Officer Duly Authorized

Date: \_\_\_\_\_

Typed Name & Title:

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

By: \_\_\_\_\_  
Brenda M. Bergeron  
Deputy Commissioner  
Duly Authorized

Date: \_\_\_\_\_

**TOWN OF HEBRON  
BOARD OF SELECTMEN  
REGULAR MEETING  
JUNE 26, 2025**

**ADOPT GILEAD HILL SCHOOL CODE VIOLATIONS PROJECT RESOLUTION**

The following resolution is required for the Gilead Hill School Roof Replacement Project which will include code upgrades.

**PROPOSED RESOLUTION:**

**BE IT RESOLVED**, that the Town of Hebron Board of Selectmen authorizes the Superintendent of the Hebron Board of Education to apply to the Commissioner of the Department of Administrative Services and to accept or reject a grant for the code violation project at Gilead Hill School;

**BE IT FURTHER RESOLVED**, that the Town of Hebron is hereby establishing the building committee with regard to the code violation project at Gilead Hill School; the Committee to consist of the following individuals: Mal Leichter, Richard Steiner, Wayne Warwick and two representatives of the Board of Education: Joe Margaitis and Eleisha LeMay.

**BE IT FURTHER RESOLVED**, that the Town of Hebron hereby authorizes the preparation of schematic drawings and outline specifications for the code violation project at Gilead Hill School.

**TOWN OF HEBRON  
BOARD OF SELECTMEN  
REGULAR MEETING  
JUNE 26, 2025**

**APPROVE BID WAIVER AND  
AWARD OF CONTRACT FOR ROAD RESURFACING**

Attached is a memo from Paul Forrest, Public Works Director, requesting a bid waiver for the road resurfacing contract for FY 2025-2026.

Proposed Motion:

Move that the Hebron Board of Selectmen, in accordance with Town of Hebron Purchasing Policies and Procedures, approve a bid waiver and award the contract for road resurfacing for FY 2025-2026 to Galasso Materials.



# Memo

**To:** Board of Selectmen, Town of Hebron  
**From:** Paul J. Forrest  
**cc:** Andy Tiemey, Town Manager  
**Date:** June 11, 2025  
**Re:** Road Resurfacing 25-26

---

The Public Works Department is requesting a bid waiver for the upcoming road resurfacing project for this fiscal year. I am proposing to utilize Galasso Materials (State Bid #22PSX0196) to pave this year's road resurfacing roadways out of CIP. Galasso is on the State Bid. The paving contractor who has the low bid in our district, will come into town too late in the season. Galasso has issued the lower price for the road projects, including the Senior Center parking lot.

Galasso's milling contractor can begin work August 8<sup>th</sup>, followed by Galasso and we could have the road resurfacing done before school starts and the Hebron Fair (weather permitting).

Galasso is priced lower per ton of asphalt.

It is our intention to have the following roads milled and paved:

Skinner Lane

Hope Valley (from Rt. 85- 109 Hope Valley)

Other:

Senior Center Parking Lot

Sincerely,

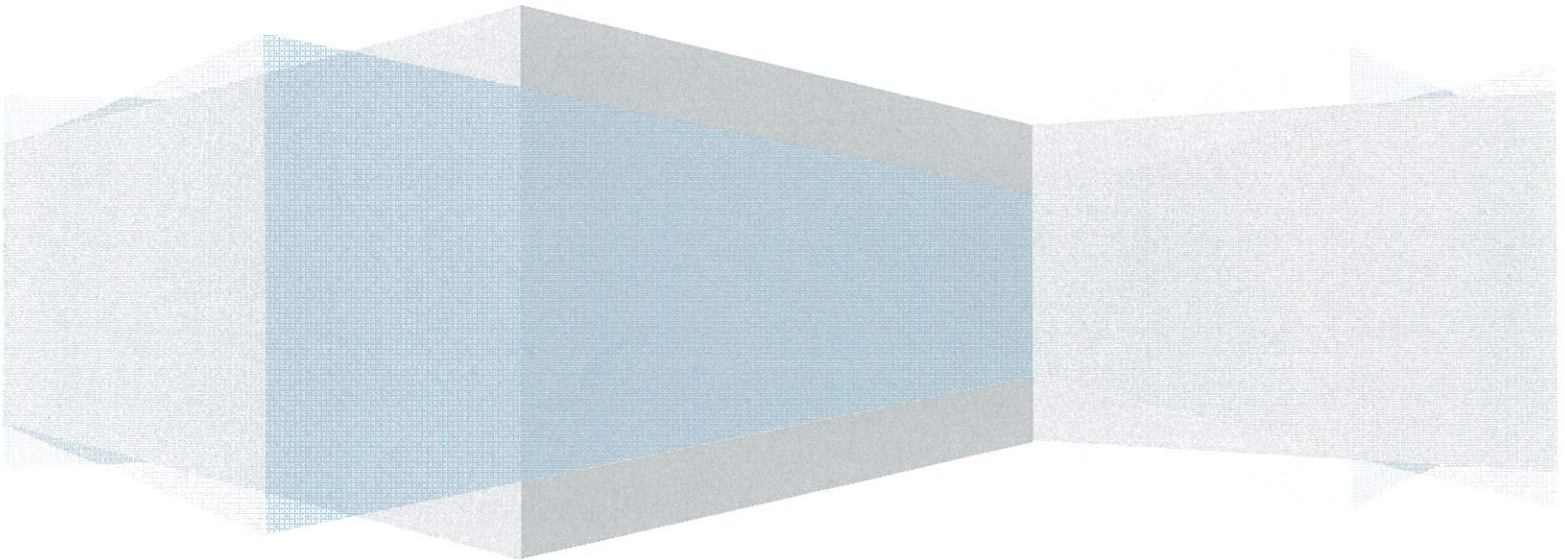
Paul J. Forrest

Director of Public Works

# **Town of Hebron**

# **Purchasing Policy**

**Supersedes: All previous versions**



Adopted by Board of Selectmen  
February 17, 2011

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## **INTRODUCTION**

The purpose of this purchasing policy is to provide a systematic and uniform system for the procurement of goods and services by any Department, Office or Agency of the Town.

The Board of Selectmen has established rules and regulations which will apply to purchases made by the Town. The procedures and personnel involved in the purchasing process shall be subject to the supervision of, and fall within the jurisdiction of, the Town Manager and Finance Director.

To assist in identifying the procurement needs of the various Departments in the Town of Hebron, the Finance Director worked with all the Department Heads and associated personnel who extensively utilize the purchasing function. The purpose for bringing this group together was primarily to improve the communication between users and the Finance Office and to receive feedback from the staff as to ways to make the purchasing process easier.

In all respects, the provisions of this Policy shall be subject to the terms, conditions, requirements and other directives as contained in any applicable local, state or federal regulation, law, ordinance, statute, policy or other directive, including but not limited to affirmative action and prevailing wages, the Town of Hebron Code of Ethics and the Town of Hebron Local Vendor Preference Ordinance, as applicable.

Some of the policies outlined herein can be waived at any time, if it is deemed to be in the best interest of the Town of Hebron, by the Town Manager, Finance Director, or Board of Selectmen, provided that the waiver is in accordance with any applicable Charter and Ordinance requirements. Certain sections of this policy will document the various limitations of authority. In certain circumstances, some waivers may have to be presented for Board of Selectmen approval and are noted within this policy.



## **GENERAL PURCHASING GUIDELINES**

Systematic coordination for all Town purchasing activities is the responsibility of the Finance Department. Under the auspices of the Finance Director, payments for goods and services acquired by the Town are made on behalf of Departments/Divisions centrally; all purchasing/budgetary records are then updated accordingly to reflect each transaction.

The Town Manager and Finance Director will work with each Department to determine the best method of how certain types of purchases should be consolidated for the best pricing and most efficient process for the Town. A list will be maintained that will reflect which commodities should be considered by bulk, annual total or per unit for determination if the commodity requires a bid process.

Where Federal or State law or regulations including grant requirements require other procedures, such other procedures will be followed in lieu of those specified within this policy.

### **Objectives**

- Clearly establish the responsibility for the purchasing function as being vested with the Town Manager and Finance Director.
- Procure services and goods from the lowest qualified vendor.
- Provide an expeditious and efficient means of procuring materials, goods or services.
- Ensure that all purchasing functions and practices are conducted in accordance with the Town Charter and all other applicable local, State or Federal requirements.
- Ensure that the Town makes its purchases from local vendors whenever it is in the best interests of the Town and is consistent with this policy.

### **Responsibility for Compliance**

Compliance with this Purchasing Policy shall be monitored as follows:

- The Town Manager shall bear primary, non-delegable responsibility for ensuring compliance with this policy.
- The Finance Director shall be responsible for establishing specifications and procedures for procuring goods or services, as applicable. The Finance Director

will establish forms and processes to carry out the policies and procedures contained in this policy and related procedures manual, as applicable.

- All employees, including Department Heads, supervisors and any other authorized personnel who make purchases for the Town are responsible for following the provisions outlined in this policy and the purchasing procedures manual when making purchases with Town funds.

## **Purchasing Thresholds**

A wide range of procedures govern the Town's purchasing function in order to accommodate the acquisition of an ever changing list of goods and services (that vary significantly in terms of both availability and price). To facilitate a better understanding of this system, a detailed description of the Town's policy requirements appears in a separate procedures manual. Telephone or in person quotes qualify as verbal quotes and electronic messages including email, fax, text, etc., will qualify as written quotes. State, Cooperative, Local or regional bids may be used instead of obtaining quotes, requests for proposals or bids. The general policies should be followed in good faith by each agency and appear below.

It should be noted that whenever a minimum of three vendor quotations are solicited (either verbal or written), the Department has the discretion to select whichever vendor it feels best serves its needs and those of the Town. If the recommended vendor is not the lowest priced vendor, the Department/Division Head must include a written justification for its selection on the Quotation Form. The practice of ordering small quantities of an item over a short period of time to avoid the purchasing procedure is prohibited. Although verbal quotes are permitted under section 1.2, it is advisable to get written back up in order to have the vendor document the quote.

### **1. Purchases under \$25,000 (Request for proposal or bid is NOT required)**

These purchases do not require public advertisement, formal bid or request for proposal procedures and are administered by the Department and forwarded to the Finance Department. **A Purchase Order and approval of such is required prior to any order being placed for items with a cost of \$3,000 or more pursuant to the procedures manual.** Items costing less than \$3,000 are excluded from quotes, requests for proposal or bids. State, Cooperative, Local and Regional bids may be used in place of obtaining quotes.

- 1.1** A payment voucher may be used for items costing less than \$3,000 without pre-approval of the purchase by the Finance Director.
- 1.2** For purchases of items costing between \$3,000 and less than \$10,000, a minimum of three verbal or written quotes must be obtained. ?"
- 1.3** For purchases of items between \$10,000 and less than \$25,000, a minimum of three written quotes must be obtained.

**2. Purchases for \$25,000 or more (Formal bid or request for proposal (RFP) is required)**

**2.1** For purchases of items of \$25,000 or more, formal bid procedures within the procedures manual shall be followed using the Town Manager's Office and the Finance Department for assistance if needed. The Board of Selectmen have expressed that there should also be some **flexibility** in determining when a bid should be based on a unit price, type of item, etc. The Town Manager and Finance Director together shall make this determination in order to seek the best value for the purchase. Unless a bid or RFP is exempted per below, the Board of Selectmen must approve the bid award.

**a. Exceptions to bid requirements that do not require Board of Selectmen approval for purchase**

The supplies, commodities, materials, services or construction listed below will not require sealed bids, but do require **Town Manager or Finance Director** approval. Any new initiatives, policy or procedure changes that were not approved during the budget process must be brought forward to the Board of Selectmen for approval.

1. Those furnished by a monopoly utility.
2. Those having or requiring a single source supply.
3. Those required to meet a public emergency as determined by the Town Manager or agent and reported to the Board of Selectmen at their next regularly scheduled meeting. (See also Section 3).
4. Annual maintenance agreements that are provided by a specialized vendor for specialized types of equipment. i.e., telephone or computer system service contract.
5. Those exempted or determined by law.
6. On-Line Reverse Auctions pursuant to State Public Act 08-141 approved June 5, 2008.
7. Items that will maintain consistency with other like items previously

purchased.

**b. Exceptions to Bid requirements that must have Board of Selectmen Approval of purchase**

1. Any purchase of \$25,000 or more that has not been exempted pursuant to 2.1 (a).
2. Those providing technical services or professional consulting, such as architectural, engineering, planning, medical, data processing, legal, personnel or management service, on call mechanical, equipment, facility or specialized vehicle repairs requiring repair by a qualified mechanic associated with the vehicle. **Although these do not require the formal bid process, a request for proposal is to be done at least every three (3) years to appoint various vendors whose costs would be \$25,000 or more per year for these types of services. Professional Auditing, pension investment, legal, financial advisors and bond counsel services shall have a request for proposal done at least every five (5) years if the annual cost is \$25,000 or more per year.**
3. Those made through or administered by any State, local, regional or other purchasing agencies as recommended by the Town Manager or Finance Director.
4. Negotiated purchases of computer equipment using vendors who have access to government contract alliances or governmental preferred pricing. It is permissible to negotiate better pricing with these vendors if possible.
5. Those made through local, State or Federal surplus property agencies.

**3. Emergency Purchases**

- 3.1** Purchases of goods and services in an emergency which are made to protect the Town from loss shall be made through the Finance Department with the approval of the Town Manager. The Town Manager will inform and provide the Board of Selectmen with all relevant information regarding the purchase as soon as possible and at the very least, by their next scheduled meeting. The Board of Selectmen shall act upon any additional appropriations not to exceed \$25,000, pursuant to the Town Charter section 809. Refer to the purchasing procedures manual for additional information.



- 3.2 Extreme care must be taken in the use of this particular provision, for it is not to be used as a method of evading the purchasing function. Improper use of this procedure will result in the return of the Purchase Order request and invoice paperwork to the Department involved.

## **WAIVER OF COMPETITIVE BID PROCESS**

In certain situations the bidding, quotation and proposal processes may be waived even though the estimated cost exceeds the dollar threshold established within this policy.

The formal process may be waived for any of the following reasons:

- Time is a critical factor.
- A formal process would result in substantially higher costs to the Town or inefficient use of personnel, or cause substantial disruption of Town services.

The Town Manager may grant a waiver for any of the above listed reasons. Upon granting such waiver, the Town Manager must, in writing, state the reason(s) for granting such waiver and shall notify the Board of Selectmen of such action at their next meeting.

A waiver for any reason other than those above requires the approval of the Board of Selectmen. For a requesting Department to obtain a waiver, a written waiver request including specific reasons for the waiver shall be provided to the Town Manager. The request must be signed by the Department Head. Upon receipt of the waiver request, the Town Manager will notify the requestor if the waiver has been granted.

## **TRAVEL REIMBURSEMENT POLICY**

This policy shall govern all travel expenses incurred by employees who attend an approved conference/training program involving (overnight) travel. **Note that all requests for Town reimbursement will be considered within the confines of established budgetary limitations.**

### **Approval Process:**

All employees interested in attending an out-of-town overnight conference/educational seminar must submit a Travel Expense Authorization Form to the Town Manager at least two weeks prior to the conference's commencement date. No commitments for registration, travel, etc., shall be made until the travel authorization form has been approved by the Town Manager.

**Acceptable Travel Costs:**

Reimbursable travel costs may include lodging, transportation, meals, registration fees and related incidentals. Meals shall be reimbursed at the daily rate as established by the Finance Director at the beginning of each fiscal year. However, at the discretion of the Town Manager, meal-related costs may be approved in excess of the daily threshold if the conference/training session is located in a "high cost" area. Under no circumstances may Town funds be expended towards the purchase of alcoholic beverages. Other reasonable expenses shall be reimbursed in full if supported by receipts. Employees are required to estimate their total expenses on the Authorization Form in order to facilitate direct payments as well as cash advances.

**Mileage Reimbursement:**

Employees shall be reimbursed for mileage expenses at a rate consistent with that established by their respective bargaining unit. (If no such provision exists, the personnel rules or other appropriate authority such as, a bargaining unit agreement shall be referenced for payment information.) If no other document provides guidance for the mileage rate, then the rate will be based on the current IRS allowable reimbursement rate for mileage.

**TOWN OF HEBRON  
BOARD OF SELECTMEN  
REGULAR MEETING  
JUNE 26, 2025**

**APPROVE RECOMMENDATION FROM REVENUE COLLECTOR  
FOR THE SUSPENSE LIST**

Attached is a list of delinquent tax accounts which the Revenue Collector has requested be approved to move to the Suspense List. The Suspense List is a legal requirement which moves these accounts from active collections to doubtful collections. They are still enforceable and remain in the system for 15 years.

Proposed Motion:

Move that, in accordance with CGS 12-165, the Hebron Board of Selectmen approve the Suspense List as presented in the total amount of \$66,366.26.

**Sec. 12-165. Municipal suspense tax book.** Each municipality shall have a suspense tax book. At least once in each year each collector of taxes in each municipality shall deliver to the board of finance or other similar board by whatever name called or, if no such board exists, to the board of selectmen if a town not consolidated with a city or borough, to the common council or board of aldermen if a city, to the warden and burgesses if a borough and to the governing board if any other municipality, a statement giving by rate bill: (1) The name and address of the person against whom each uncollectible tax was levied, and (2) the reason why such collector believes each such tax is uncollectible. At the end of such statement, the tax collector shall certify that, to the best of his knowledge and belief, each tax contained in such statement has not been paid and is uncollectible. A detailed examination shall be made by the authority to which such statement has been given of each tax shown thereon and, after such examination, it shall designate in writing each tax which is believed by it to be uncollectible. Thereupon, each tax so designated as uncollectible shall be transferred by such collector to the suspense tax book. (3) Each tax so transferred shall not thereafter be included as an asset of such municipality. The amount of each tax so transferred during the last fiscal year and the name of the person against whom each such tax was levied shall be published in the next annual report of such municipality or filed in the town clerk's office within sixty days of the end of the fiscal year. (4) Nothing herein contained shall be construed as an abatement of any tax so transferred, but any such tax, as it has been increased by interest or penalty, fees and charges, may be collected by the collector then or subsequently in office. The provisions of section [12-147](#) shall be applicable to all moneys so collected.

(1949 Rev., S. 1846; 1953, S. 1079d; 1961, P.A. 484, S. 2; P.A. 97-83; P.A. 13-276, S. 35.)

History: 1961 act added alternative of filing in town clerk's office in Subdiv. (5); P.A. 97-83 added provision requiring tax collectors to include in the municipal suspense book unpaid property tax balances remaining after a lien sale. (Revisor's note: In 2001 the reference in this section to the date "19.." was changed editorially by the Revisors to "20.." to reflect the new millennium); P.A. 13-276 deleted former Subdiv. (1) re old age assistance tax, redesignated existing Subdivs. (2) and (3) as Subdivs. (1) and (2), replaced "such" with "uncollectible" in redesignated Subdiv. (1), deleted provisions of existing Subdiv. (4) re words placed in rate bill and redesignated remaining provisions of existing Subdiv. (4) and existing Subdiv. (5) as Subdiv. (3), and redesignated existing Subdiv. (6) as Subdiv. (4).



# Memorandum

**To:** Board of Selectmen  
**CC:** Lori Granato, Finance Director  
**From:** Adrian MacLean  
**Date:** 6/18/2025  
**Re:** Suspense List

---

Be advised preparing an annual list is a legal requirement according to CGS 12-165. Transferring an account to suspense in no way inhibits our ability to collect or enforce the tax obligation should new information become available. It is simply an accounting function. Taxes are collectible and will remain in our system for 15 years.

Taxes should be suspended for various reasons which include but are not limited to:

Deceased – meaning the taxpayer listed is deceased and either the estate does not have the ability to pay or is unwilling.

Unable to locate – meaning all attempts to mail bills/statements/demands have been returned and we have no forwarding address.

Prior Year Suspense – meaning previous Grand List Years have been suspended.

Uncollectible – meaning we have knowledge that the listed taxpayer is unable or unwilling to pay and we have no tangible property or enforcement tools available (most specifically a current registration)

As mentioned above we have through mailings, research or general knowledge come to believe there is a small likelihood of recovering these taxes. It is my recommendation the attached list of names and accounts be transferred to our Suspense Book.

Bill #	Name	Tax Due	Reason
2017-02-0040001	ABBY WATER LLC	15.72	PRIOR YEAR SUSPENSE
2017-02-0040024	BUILDING CONTRACTOR INC	69.64	PRIOR YEAR SUSPENSE
2017-02-0040332	MCCORRISON D W FISH REALTY INC	384.13	PRIOR YEAR SUSPENSE
2017-02-0040897	WARNER MARK A ET AL	69.64	PRIOR YEAR SUSPENSE
2017-02-0040957	BLARNEYSTONE LLC	49.42	PRIOR YEAR SUSPENSE
2017-02-0041009	OTTO TILE AND MASONRY LLC	69.64	PRIOR YEAR SUSPENSE
2017-02-0041018	SYLVIA S SWEEPERS LLC	153.88	PRIOR YEAR SUSPENSE
2017-02-0041304	STILL DANIEL T	55.79	PRIOR YEAR SUSPENSE
2017-02-0041305	SHAEFFLER JOHN	69.64	PRIOR YEAR SUSPENSE
2017-02-0041465	CORNERSTONE CONSTRUCTION	184.58	PRIOR YEAR SUSPENSE
2017-02-0041519	FECTEAU RAYMOND	46.43	PRIOR YEAR SUSPENSE
2017-02-0041580	HOFFMAN SHIRLEY A	142.65	PRIOR YEAR SUSPENSE
2017-02-0041581	CAPITAL CONSULTING GROUP	35.57	PRIOR YEAR SUSPENSE
2017-02-0041620	BERGERON MICHAEL H	69.64	PRIOR YEAR SUSPENSE
2017-02-0041626	DALTON VALERIE A	34.82	PRIOR YEAR SUSPENSE
2017-02-0041635	SUMMIT PROMOTIONS LLC	34.82	PRIOR YEAR SUSPENSE
2017-02-0041641	BRICARELL RYAN	69.64	PRIOR YEAR SUSPENSE
2017-02-0041737	PHILBRICK ALEXANDER & FRANK	69.64	PRIOR YEAR SUSPENSE
2017-02-0041752	HAUGH RYAN	34.82	PRIOR YEAR SUSPENSE
2017-02-0041911	GONZALEZ LINDA	34.82	PRIOR YEAR SUSPENSE
2017-02-0041930	KENNEDY MATTHEW J	8.61	PRIOR YEAR SUSPENSE
2017-02-0041960	MARA JOHN	39.31	PRIOR YEAR SUSPENSE
2017-02-0041974	BARCHI DANA	51.67	PRIOR YEAR SUSPENSE
2017-02-0042074	ALWAYS RELIABLE CLEANING LLC	58.41	PRIOR YEAR SUSPENSE
2017-02-0042093	SATKOWSKI THOMAS	468	PRIOR YEAR SUSPENSE
2017-02-0042097	STAR BARN & ASSOCIATES LLC	22.72	PRIOR YEAR SUSPENSE
2017-02-0042102	CROSSFIT BREAKDOWN	1,461.66	PRIOR YEAR SUSPENSE
2017-02-0042103	HAVANA FRAN S BARBER SHOP	409.59	PRIOR YEAR SUSPENSE
2017-02-0042107	JOHNSON LEX S JR	175.59	PRIOR YEAR SUSPENSE
2017-02-0042168	SHEKELTON JESSICA	65.52	PRIOR YEAR SUSPENSE
2017-03-0050225	ANTHONY JENNIFER S	235.87	UNCOLLECTIBLE
2017-03-0050704	BERNACKI PETER J	137.03	UNCOLLECTIBLE
2017-03-0050834	BLIGH JUSTEEN M	68.14	UNCOLLECTIBLE
2017-03-0050835	BLIGH JUSTEEN M	81.99	UNCOLLECTIBLE
2017-03-0050836	BLIGH SCOTT A	207.79	UNCOLLECTIBLE
2017-03-0050837	BLIGH SCOTT A	507.69	UNCOLLECTIBLE
2017-03-0050840	BLOCH FRANCINE C	123.52	UNCOLLECTIBLE
2017-03-0050986	BRADLEY LELAND J	59.53	UNCOLLECTIBLE
2017-03-0051034	BRAUN BETHANY	60.65	UNCOLLECTIBLE
2017-03-0051035	BRAUN JAMES F	19.84	UNCOLLECTIBLE
2017-03-0051036	BRAUN JAMES F	98.84	UNCOLLECTIBLE

2017-03-0051037	BRAUN JAMES F	7.49 UNCOLLECTIBLE
2017-03-0051123	BROOKS MARTHA M	421.95 UNCOLLECTIBLE
2017-03-0051124	BROOKS MARTHA M	132.91 UNCOLLECTIBLE
2017-03-0051476	CARLOW DALE L	212.28 UNCOLLECTIBLE
2017-03-0051524	CARTER PATSYJEAN K	53.67 UNCOLLECTIBLE
2017-03-0051863	CONGDON ERIC R	311.88 UNCOLLECTIBLE
2017-03-0051995	COUTURE KEVIN M	80.12 UNCOLLECTIBLE
2017-03-0052150	DAIGLE DEIDRE M	10.48 UNCOLLECTIBLE
2017-03-0052151	DAIGLE ROBERT C	165.11 UNCOLLECTIBLE
2017-03-0052394	DILUCIANO RAYMOND P	23.62 UNCOLLECTIBLE
2017-03-0052419	DOBBINS WILLIAM J	102.21 UNCOLLECTIBLE
2017-03-0052521	DOWLING SAMANTHA J	299.52 UNCOLLECTIBLE
2017-03-0052725	EXTRA SPACE MANAGEMENT	386.01 UNCOLLECTIBLE
2017-03-0052915	FITCH TAMMY R	64.27 UNCOLLECTIBLE
2017-03-0052916	FITCH TAMMY R	90.98 UNCOLLECTIBLE
2017-03-0052917	FITCH TAMMY R	123.18 UNCOLLECTIBLE
2017-03-0052918	FITZGERALD CHRISTINE M	82.74 UNCOLLECTIBLE
2017-03-0053222	GAUDREAU AMBER L	164.36 UNCOLLECTIBLE
2017-03-0053223	GAUDREAU MARYANN	409.59 UNCOLLECTIBLE
2017-03-0053224	GAUDREAU MARYANN	18.72 UNCOLLECTIBLE
2017-03-0053225	GAUDREAU MARYANN	105.58 UNCOLLECTIBLE
2017-03-0053226	GAUDREAU MARYANN	83.87 UNCOLLECTIBLE
2017-03-0053599	GUNAS JASON P	106.33 UNCOLLECTIBLE
2017-03-0053655	HAGUE TIMOTHY M	112.69 UNCOLLECTIBLE
2017-03-0053846	HENNEFORTH DAVID L	141.52 UNCOLLECTIBLE
2017-03-0053864	HERINGTON RYAN D	143.40 UNCOLLECTIBLE
2017-03-0053968	HOLBROOK WARREN A	14.45 UNCOLLECTIBLE
2017-03-0054006	HOLM PETER D	195.81 UNCOLLECTIBLE
2017-03-0054031	HOME TEAM PROPERTY SERVICES LLC	693.39 UNCOLLECTIBLE
2017-03-0054306	INTEGRITY HEALTH CARE MGT	268.07 UNCOLLECTIBLE
2017-03-0054378	JENSEN CONSTANCE B	145.52 UNCOLLECTIBLE
2017-03-0054547	KALAMA KEVIN W	337.33 UNCOLLECTIBLE
2017-03-0054616	KEEFE RICHARD A	11.64 UNCOLLECTIBLE
2017-03-0054882	KRISTY LAURA L	293.53 UNCOLLECTIBLE
2017-03-0054963	LAGUARDIA MARCUS D	62.15 UNCOLLECTIBLE
2017-03-0055079	LAROE KEITH J	370.28 UNCOLLECTIBLE
2017-03-0055192	LEMKE JOHN C 3RD	140.77 UNCOLLECTIBLE
2017-03-0055194	LEMKE JOHN C 3RD	18.72 UNCOLLECTIBLE
2017-03-0055330	LITTLES BRANDON C	509.18 UNCOLLECTIBLE
2017-03-0055512	MACEACHERN TRACY A	165.11 UNCOLLECTIBLE
2017-03-0055744	MARTIN CONNOR T	349.32 UNCOLLECTIBLE
2017-03-0056053	MEINZER MELANIE S	158.75 UNCOLLECTIBLE

2017-03-0056083	MERRITT CHRISTOPHER B	30.33 UNCOLLECTIBLE
2017-03-0056119	MILLER DESIRAE J	144.89 UNCOLLECTIBLE
2017-03-0056120	MILLER EUGENE J SR	106.70 UNCOLLECTIBLE
2017-03-0056166	MISKUNAS ALAN R	180.09 UNCOLLECTIBLE
2017-03-0056186	MOIR AMBER M	7.55 UNCOLLECTIBLE
2017-03-0056344	MUND BRONWYN R	90.98 UNCOLLECTIBLE
2017-03-0056378	MYERS JENNA M	152.76 UNCOLLECTIBLE
2017-03-0056394	NATELLE JASON M	102.21 UNCOLLECTIBLE
2017-03-0056695	OLOUGHLIN ANDREW J	329.10 UNCOLLECTIBLE
2017-03-0056741	ORTIZ SANDRA L	201.05 UNCOLLECTIBLE
2017-03-0057086	PIGGOTT JUSTIN M	147.51 UNCOLLECTIBLE
2017-03-0057201	POUDRIER THOMAS O	7.49 UNCOLLECTIBLE
2017-03-0057202	POUDRIER THOMAS O	380.76 UNCOLLECTIBLE
2017-03-0057253	PUGLIESE CLIFFORD R	330.22 UNCOLLECTIBLE
2017-03-0057260	PURKS WESLEY E JR	74.13 UNCOLLECTIBLE
2017-03-0057359	RAYMOND ANNA T	685.90 UNCOLLECTIBLE
2017-03-0057365	RAYMOND WILLIAM E	82.74 UNCOLLECTIBLE
2017-03-0057421	REVERON STEFANY L	584.44 UNCOLLECTIBLE
2017-03-0057501	ROACH NICOLE A	22.01 UNCOLLECTIBLE
2017-03-0057502	ROACH NICOLE A	41.03 UNCOLLECTIBLE
2017-03-0057615	ROSEN DAVID S	114.57 UNCOLLECTIBLE
2017-03-0057616	ROSEN DAVID S	511.06 UNCOLLECTIBLE
2017-03-0057617	ROSEN DAVID S	214.91 UNCOLLECTIBLE
2017-03-0057623	ROSS DANIEL C	2.00 UNCOLLECTIBLE
2017-03-0057633	ROWLAND DAVID L	156.12 UNCOLLECTIBLE
2017-03-0057941	SCHAEFFER SCOTT D	396.49 UNCOLLECTIBLE
2017-03-0058010	SCIORILLI CHRISTINA M	62.15 UNCOLLECTIBLE
2017-03-0058093	SHAFFER RACHELLE M	62.15 UNCOLLECTIBLE
2017-03-0058096	SHAFFER PETER J	221.64 UNCOLLECTIBLE
2017-03-0058097	SHAFFER PETER J	440.29 UNCOLLECTIBLE
2017-03-0058098	SHAKIR CHRISTOPHER E	154.63 UNCOLLECTIBLE
2017-03-0058099	SHAKIR CHRISTOPHER E	18.72 UNCOLLECTIBLE
2017-03-0058100	SHAKIR DAVID N	274.06 UNCOLLECTIBLE
2017-03-0058206	SINGH NAVDEEP	870.85 UNCOLLECTIBLE
2017-03-0058396	SPENCER DEVON E	177.09 UNCOLLECTIBLE
2017-03-0058397	SPENCER JOSHUA B	7.49 UNCOLLECTIBLE
2017-03-0058398	SPENCER JOSHUA B	380.02 UNCOLLECTIBLE
2017-03-0058455	STARR LORI	78.62 UNCOLLECTIBLE
2017-03-0058734	TARRYK TINA M	164.36 UNCOLLECTIBLE
2017-03-0058908	TINY S FAMOUS HOT DOGS LLC	7.49 UNCOLLECTIBLE
2017-03-0058921	TITUS ROBERT J	497.20 UNCOLLECTIBLE
2017-03-0058929	TOLLEFSEN JAMIE L	203.30 UNCOLLECTIBLE



2017-03-0059179	VASHALIFSKI KYLE R	223.52 UNCOLLECTIBLE
2017-03-0059259	VIK BENJAMIN G	287.54 UNCOLLECTIBLE
2017-03-0059260	VIK LORI J	203.30 UNCOLLECTIBLE
2017-03-0059261	VIK PAUL G JR	193.19 UNCOLLECTIBLE
2017-03-0059262	VIK PAUL G JR	269.57 UNCOLLECTIBLE
2017-03-0059376	WALSH LAWRENCE P	496.08 UNCOLLECTIBLE
2017-03-0059558	WHITCOMB ROBERT J	180.09 UNCOLLECTIBLE
2017-03-0059601	WILCOX JAMES D	429.81 UNCOLLECTIBLE
2017-03-0059645	WILLIAMS THOMAS S	89.11 UNCOLLECTIBLE
2017-03-0059800	ZEILER MORGAN B	186.83 UNCOLLECTIBLE
2017-03-0059849	SHEEHAN RYAN W	181.58 UNCOLLECTIBLE
2017-03-0059863	SHAKIR EDWARD J	55.79 UNCOLLECTIBLE
2017-03-0059864	KEANE SARAH A	93.60 UNCOLLECTIBLE
2017-03-0059903	BULLDOG LANDSCAPE AND TRUCKING	80.50 UNCOLLECTIBLE
2017-03-0059911	HAMBY PETER G	306.63 UNCOLLECTIBLE
2017-04-0080083	BARTON LILLIAN R	178.10 UNCOLLECTIBLE
2017-04-0080093	BELKNAP FRANK E	178.96 UNCOLLECTIBLE
2017-04-0080094	BELKNAP FRANK E	40.25 UNCOLLECTIBLE
2017-04-0080145	BOROWSKI CATHERINE E	174.30 UNCOLLECTIBLE
2017-04-0080283	COLWICK EILEEN M	32.09 UNCOLLECTIBLE
2017-04-0080286	CONNECTICUT S BEST WINDOW COMPANY	65.15 UNCOLLECTIBLE
2017-04-0080346	DEOLIVEIRA-FONTES LUCAS D	104.05 UNCOLLECTIBLE
2017-04-0080558	HAGUE TIMOTHY M	103.45 UNCOLLECTIBLE
2017-04-0080639	HUFFMAN SHARON J	102.21 UNCOLLECTIBLE
2017-04-0080729	KALAMA KEVIN W	59.42 UNCOLLECTIBLE
2017-04-0080732	KAMAL JUSTIN D	320.37 UNCOLLECTIBLE
2017-04-0080839	LEMKE JOHN C 3RD	370.28 UNCOLLECTIBLE
2017-04-0080878	LUSTER RANDALL V	103.71 UNCOLLECTIBLE
2017-04-0080978	MILLER DESIRAE J	473.13 UNCOLLECTIBLE
2017-04-0080995	MODERN NAILS ART INC	708.89 UNCOLLECTIBLE
2017-04-0081110	ORTIZ SANDRA L	41.22 UNCOLLECTIBLE
2017-04-0081127	PARENTE SHAWNA	290.16 UNCOLLECTIBLE
2017-04-0081131	PARKER LORIANNE E	75.18 UNCOLLECTIBLE
2017-04-0081164	PHILLIPS DAVID J	22.16 UNCOLLECTIBLE
2017-04-0081220	RAYMOND JEREMY R	45.90 UNCOLLECTIBLE
2017-04-0081221	RAYMOND JEREMY R	117.90 UNCOLLECTIBLE
2017-04-0081243	ROACH NICOLE A	67.28 UNCOLLECTIBLE
2017-04-0081268	ROWLAND DAVID L	15.58 UNCOLLECTIBLE
2017-04-0081293	SANNER JESSICA S	291.66 UNCOLLECTIBLE
2017-04-0081338	SHAKIR DAVID N	252.42 UNCOLLECTIBLE
2017-04-0081466	THOMPSON ERICA P	102.40 UNCOLLECTIBLE
2017-04-0081534	VIK PAUL G JR	85.14 UNCOLLECTIBLE

2017-04-0081535	VIK PAUL G JR	1266.22 UNCOLLECTIBLE
2017-04-0081546	WAGNER AUSTIN L	172.34 UNCOLLECTIBLE
2017-04-0081627	GASKELL STEVEN P	173.57 UNCOLLECTIBLE
2018-02-0040024	BUILDING CONTRACTOR INC	86.33 PRIOR YEAR SUSPENSE
2018-02-0040332	MCCORRISON D W FISH REALTY INC	390.88 PRIOR YEAR SUSPENSE
2018-02-0040888	PRIORITY 1 LIFE SAFETY STROBES LLC	5.93 PRIOR YEAR SUSPENSE
2018-02-0041009	OTTO TILE AND MASONRY LLC	86.33 PRIOR YEAR SUSPENSE
2018-02-0041018	SYLVIA S SWEEPERS LLC	177.84 PRIOR YEAR SUSPENSE
2018-02-0041304	STILL DANIEL T	68.91 PRIOR YEAR SUSPENSE
2018-02-0041305	SHAEFFLER JOHN	86.33 PRIOR YEAR SUSPENSE
2018-02-0041465	CORNERSTONE CONSTRUCTION	227.49 PRIOR YEAR SUSPENSE
2018-02-0041580	HOFFMAN SHIRLEY A	177.1 PRIOR YEAR SUSPENSE
2018-02-0041581	CAPITAL CONSULTING GROUP	44.09 PRIOR YEAR SUSPENSE
2018-02-0041620	BERGERON MICHAEL H	86.33 PRIOR YEAR SUSPENSE
2018-02-0041626	DALTON VALERIE A	42.61 PRIOR YEAR SUSPENSE
2018-02-0041631	FORTIN JASON M ETAL	19.64 PRIOR YEAR SUSPENSE
2018-02-0041635	SUMMIT PROMOTIONS LLC	42.61 PRIOR YEAR SUSPENSE
2018-02-0041737	PHILBRICK ALEXANDER & FRANK	86.33 PRIOR YEAR SUSPENSE
2018-02-0041752	HAUGH RYAN	42.61 PRIOR YEAR SUSPENSE
2018-02-0041855	MODERN NAILS ART INC.	1,846.94 PRIOR YEAR SUSPENSE
2018-02-0041911	GONZALEZ LINDA	42.61 PRIOR YEAR SUSPENSE
2018-02-0041930	KENNEDY MATTHEW J	10.37 PRIOR YEAR SUSPENSE
2018-02-0041960	MARA JOHN	48.54 PRIOR YEAR SUSPENSE
2018-02-0041974	BARCHI DANA	63.36 PRIOR YEAR SUSPENSE
2018-02-0042014	GUIDA SERBERT DAIRY CO INC	2 PRIOR YEAR SUSPENSE
2018-02-0042074	ALWAYS RELIABLE CLEANING LLC	71.88 PRIOR YEAR SUSPENSE
2018-02-0042090	BALLARD ROBERT	38.53 PRIOR YEAR SUSPENSE
2018-02-0042097	STAR BARN & ASSOCIATES LLC	72.25 PRIOR YEAR SUSPENSE
2018-02-0042102	CROSSFIT BREAKDOWN	1,028.88 PRIOR YEAR SUSPENSE
2018-02-0042103	HAVANA FRAN S BARBER SHOP	506.84 PRIOR YEAR SUSPENSE
2018-02-0042107	JOHNSON LEX S JR	216.74 PRIOR YEAR SUSPENSE
2018-02-0042110	MINER KIM	72.25 PRIOR YEAR SUSPENSE
2018-02-0042184	JET I LLC	33.5 PRIOR YEAR SUSPENSE
2018-02-0042199	FIRST GLOBAL MONEY INC	31.12 PRIOR YEAR SUSPENSE
2018-02-0042203	SANDERSON SAIGE	32.6 PRIOR YEAR SUSPENSE
2018-03-0050220	ANTHONY JENNIFER S	223.78 UNCOLLECTIBLE
2018-03-0050608	BELKNAP FRANK E	69.28 UNCOLLECTIBLE
2018-03-0050609	BELKNAP FRANK E	79.66 UNCOLLECTIBLE
2018-03-0050610	BELKNAP FRANK E	160.80 UNCOLLECTIBLE
2018-03-0050614	BELL DAVID N JR	1283.04 UNCOLLECTIBLE
2018-03-0050615	BELL DAVID N JR	143.01 UNCOLLECTIBLE
2018-03-0050660	BENNETT TAMMY L	228.23 UNCOLLECTIBLE

2018-03-0050766	BILLARD PAUL A	190.81 UNCOLLECTIBLE
2018-03-0050817	BLIGH JUSTEEN M	62.99 UNCOLLECTIBLE
2018-03-0050818	BLIGH SCOTT A	450.16 UNCOLLECTIBLE
2018-03-0050821	BLOCH FRANCINE C	196.37 UNCOLLECTIBLE
2018-03-0050917	BOROWSKI CATHERINE E	231.56 UNCOLLECTIBLE
2018-03-0051008	BRAUN JAMES F	20.01 UNCOLLECTIBLE
2018-03-0051097	BROTHERS JOSHUA	18.53 UNCOLLECTIBLE
2018-03-0051154	BRUNO STEVEN M	234.16 UNCOLLECTIBLE
2018-03-0051479	CARTER PATSYJEAN K	91.51 UNCOLLECTIBLE
2018-03-0051595	CHARALAMPOPOULOU STAMATINA	19.46 UNCOLLECTIBLE
2018-03-0051782	COLONESE FRANK W JR	147.83 UNCOLLECTIBLE
2018-03-0051788	COLWICK EILEEN M	49.28 UNCOLLECTIBLE
2018-03-0051807	CONNECTICUT S BEST WINDOW COMPANY	101.89 UNCOLLECTIBLE
2018-03-0051935	COUTURE KEVIN M	72.62 UNCOLLECTIBLE
2018-03-0052090	DAIGLE DEIDRE M	7.78 UNCOLLECTIBLE
2018-03-0052154	DAVIS JAMES R	359.39 UNCOLLECTIBLE
2018-03-0052155	DAVIS JAMES R	250.83 UNCOLLECTIBLE
2018-03-0052259	DENOUDEN LIAM T	81.14 UNCOLLECTIBLE
2018-03-0052263	DEOLIVEIRA-FONTES LUCAS D	104.48 UNCOLLECTIBLE
2018-03-0052365	DOBBINS WILLIAM J	93.37 UNCOLLECTIBLE
2018-03-0052579	ELLER WILLIAM C IV	297.51 UNCOLLECTIBLE
2018-03-0052661	EXTRA SPACE MANAGEMENT	357.90 UNCOLLECTIBLE
2018-03-0052698	FARNSWORTH PHILIP S	36.31 UNCOLLECTIBLE
2018-03-0052859	FITCH TAMMY R	92.25 UNCOLLECTIBLE
2018-03-0052860	FITCH TAMMY R	108.19 UNCOLLECTIBLE
2018-03-0052861	FITCH TAMMY R	79.29 UNCOLLECTIBLE
2018-03-0053121	GANSZINIEC JOSEPH E	126.34 UNCOLLECTIBLE
2018-03-0053168	GAUDREAU AMBER L	149.31 UNCOLLECTIBLE
2018-03-0053169	GAUDREAU MARYANN	18.53 UNCOLLECTIBLE
2018-03-0053170	GAUDREAU MARYANN	95.96 UNCOLLECTIBLE
2018-03-0053381	GOSS JASON R	57.06 UNCOLLECTIBLE
2018-03-0053612	HAGUE TIMOTHY M	149.68 UNCOLLECTIBLE
2018-03-0053757	HECKMAN ROSANNE V	460.90 UNCOLLECTIBLE
2018-03-0053758	HECKMAN ROSANNE V	108.19 UNCOLLECTIBLE
2018-03-0053759	HECKMAN ROSANNE V	172.65 UNCOLLECTIBLE
2018-03-0053889	HOFFMAN KURT R	419.41 UNCOLLECTIBLE
2018-03-0053890	HOFFMAN KURT R	12.97 UNCOLLECTIBLE
2018-03-0053891	HOFFMAN KURT R	150.42 UNCOLLECTIBLE
2018-03-0053892	HOFFMAN KURT R	8.52 UNCOLLECTIBLE
2018-03-0054120	HUFFMAN SHARON J	94.85 UNCOLLECTIBLE
2018-03-0054540	KAMAL JUSTIN D	341.60 UNCOLLECTIBLE
2018-03-0054636	KELLY SHAUN P	58.91 UNCOLLECTIBLE

2018-03-0054902	LABICKAS LINDA P	355.31 UNCOLLECTIBLE
2018-03-0055160	LEMKE JOHN C 3RD	273.80 UNCOLLECTIBLE
2018-03-0055161	LEMKE JOHN C 3RD	18.53 UNCOLLECTIBLE
2018-03-0055162	LEMKE JOHN C 3RD	128.56 UNCOLLECTIBLE
2018-03-0055258	LINDERMAN PHILIP C JR	481.65 UNCOLLECTIBLE
2018-03-0055287	LITTLES BRANDON C	439.04 UNCOLLECTIBLE
2018-03-0055688	MARTIN CONNOR T	287.88 UNCOLLECTIBLE
2018-03-0055769	MATTA JENNIFER	115.97 UNCOLLECTIBLE
2018-03-0055770	MATTA JENNIFER	79.66 UNCOLLECTIBLE
2018-03-0055926	MCKAY BRUCE N	100.04 UNCOLLECTIBLE
2018-03-0056036	MERRITT CHRISTOPHER B	30.01 UNCOLLECTIBLE
2018-03-0056072	MILLER DESIRAE J	681.35 UNCOLLECTIBLE
2018-03-0056085	MILLER SANDRA D	303.44 UNCOLLECTIBLE
2018-03-0056086	MILLER SANDRA D	94.11 UNCOLLECTIBLE
2018-03-0056087	MILLER STEVEN W	127.82 UNCOLLECTIBLE
2018-03-0056126	MISKUNAS ALAN R	165.24 UNCOLLECTIBLE
2018-03-0056141	MODERN NAILS ART INC	700.99 UNCOLLECTIBLE
2018-03-0056142	MODERN NAILS ART INC	261.20 UNCOLLECTIBLE
2018-03-0056143	MODERN NAILS ART INC	446.08 UNCOLLECTIBLE
2018-03-0056169	MONTEITH ANDREW J JR	70.77 UNCOLLECTIBLE
2018-03-0056301	MUND BRIAN C	341.23 UNCOLLECTIBLE
2018-03-0056302	MUND BRIAN C	157.09 UNCOLLECTIBLE
2018-03-0056404	NEVINS SARAH C	153.02 UNCOLLECTIBLE
2018-03-0056675	OLOUGHLIN ANDREW J	281.95 UNCOLLECTIBLE
2018-03-0056721	ORTIZ SANDRA L	184.88 UNCOLLECTIBLE
2018-03-0056722	ORTIZ SANDRA L	5.82 UNCOLLECTIBLE
2018-03-0056765	PACKARD GAYLE A	280.10 UNCOLLECTIBLE
2018-03-0056836	PARENTE SHAWNA	271.21 UNCOLLECTIBLE
2018-03-0056847	PARKER LORIANNE E	100.41 UNCOLLECTIBLE
2018-03-0057045	PHILLIPS DAVID J	50.76 UNCOLLECTIBLE
2018-03-0057082	PIGGOTT JUSTIN M	122.64 UNCOLLECTIBLE
2018-03-0057199	POUDRIER THOMAS O	331.23 UNCOLLECTIBLE
2018-03-0057282	QUIRION LUKE M	331.97 UNCOLLECTIBLE
2018-03-0057367	RAYMOND ANNA T	625.03 UNCOLLECTIBLE
2018-03-0057368	RAYMOND JEREMY R	101.89 UNCOLLECTIBLE
2018-03-0057369	RAYMOND JEREMY R	129.68 UNCOLLECTIBLE
2018-03-0057507	ROACH NICOLE A	149.68 UNCOLLECTIBLE
2018-03-0057659	ROYAL APPLIANCE MFG CO	433.86 UNCOLLECTIBLE
2018-03-0057998	SCHREINDORFER THOMAS W	90.77 UNCOLLECTIBLE
2018-03-0058016	SCIORILLI CHRISTINA M	57.80 UNCOLLECTIBLE
2018-03-0058854	THOMPSON ERICA P	132.27 UNCOLLECTIBLE
2018-03-0058922	TITUS ROBERT J	438.30 UNCOLLECTIBLE



2018-03-0059238	VIK BENJAMIN G	240.45 UNCOLLECTIBLE
2018-03-0059368	WALZ JAMES F	548.71 UNCOLLECTIBLE
2018-03-0059369	WALZ JAMES F	245.64 UNCOLLECTIBLE
2018-03-0059459	WEISS AMY E	297.51 UNCOLLECTIBLE
2018-03-0059461	WEISS KENNETH G JR	213.41 UNCOLLECTIBLE
2018-03-0059548	WHITE TRACEY E	204.89 UNCOLLECTIBLE
2018-03-0059549	WHITE TRACEY E	128.93 UNCOLLECTIBLE
2018-03-0059566	WILCOX JAMES D	384.58 UNCOLLECTIBLE
2018-03-0059839	GASKELL STEVEN P	253.05 UNCOLLECTIBLE
2018-04-0080003	ABBAS EHSAM	155.42 UNCOLLECTIBLE
2018-04-0080070	BALESANO-WARNER DEBORAH	258.24 UNCOLLECTIBLE
2018-04-0080099	BELKNAP FRANK E	88.70 UNCOLLECTIBLE
2018-04-0080100	BELKNAP FRANK E	67.36 UNCOLLECTIBLE
2018-04-0080124	BLIGH JUSTEEN M	129.64 UNCOLLECTIBLE
2018-04-0080158	BREWER MISTY M	206.07 UNCOLLECTIBLE
2018-04-0080260	CHARALAMPOPOULOU STAMATINA	93.37 UNCOLLECTIBLE
2018-04-0080261	CHARALAMPOPOULOU STAMATINA	83.25 UNCOLLECTIBLE
2018-04-0080277	CLAY JESSICA L	55.39 UNCOLLECTIBLE
2018-04-0080501	FOLEY SHANNON M	140.49 UNCOLLECTIBLE
2018-04-0080612	HALL SANDRA M	28.75 UNCOLLECTIBLE
2018-04-0080653	HILL RICHARD S JR	344.27 UNCOLLECTIBLE
2018-04-0080654	HILL RICHARD S JR	171.17 UNCOLLECTIBLE
2018-04-0080655	HILL RICHARD S JR	26.56 UNCOLLECTIBLE
2018-04-0080907	LUSTER RANDALL V	92.63 UNCOLLECTIBLE
2018-04-0081033	MUND BRIAN C	14.26 UNCOLLECTIBLE
2018-04-0081049	NELSON DAVID R	47.57 UNCOLLECTIBLE
2018-04-0081179	PERKINS TOURIA J	30.60 UNCOLLECTIBLE
2019-02-0040024	BUILDING CONTRACTOR INC	105.72 PRIOR YEAR SUSPENSE
2019-02-0040332	MCCORRISON D W FISH REALTY INC	366.93 PRIOR YEAR SUSPENSE
2019-02-0041009	OTTO TILE AND MASONRY LLC	105.72 PRIOR YEAR SUSPENSE
2019-02-0041018	SYLVIA S SWEEPERS LLC	5.45 PRIOR YEAR SUSPENSE
2019-02-0041304	STILL DANIEL T	84.65 PRIOR YEAR SUSPENSE
2019-02-0041305	SHAEFFLER JOHN	105.72 PRIOR YEAR SUSPENSE
2019-02-0041465	CORNERSTONE CONSTRUCTION	279.01 PRIOR YEAR SUSPENSE
2019-02-0041580	HOFFMAN SHIRLEY A	217.25 PRIOR YEAR SUSPENSE
2019-02-0041581	CAPITAL CONSULTING GROUP	54.13 PRIOR YEAR SUSPENSE
2019-02-0041620	BERGERON MICHAEL H	105.72 PRIOR YEAR SUSPENSE
2019-02-0041631	FORTIN JASON M ETAL	23.98 PRIOR YEAR SUSPENSE
2019-02-0041635	SUMMIT PROMOTIONS LLC	52.32 PRIOR YEAR SUSPENSE
2019-02-0041641	BRICARELL RYAN	105.72 PRIOR YEAR SUSPENSE
2019-02-0041737	PHILBRICK ALEXANDER & FRANK	105.72 PRIOR YEAR SUSPENSE
2019-02-0041752	HAUGH RYAN	52.32 PRIOR YEAR SUSPENSE

2019-02-0041777	CENTRAL CONNECTICUT PSYCHOTHERAPY LLC	81.74 PRIOR YEAR SUSPENSE
2019-02-0041779	HALEY COUNSELING CENTER LLC	35.06 PRIOR YEAR SUSPENSE
2019-02-0041911	GONZALEZ LINDA	52.32 PRIOR YEAR SUSPENSE
2019-02-0041930	KENNEDY MATTHEW J	12.72 PRIOR YEAR SUSPENSE
2019-02-0041947	TRI-COUNTY FITNESS LLC	492.38 PRIOR YEAR SUSPENSE
2019-02-0041960	MARA JOHN	59.58 PRIOR YEAR SUSPENSE
2019-02-0041974	BARCHI DANA	77.75 PRIOR YEAR SUSPENSE
2019-02-0042004	SHAN OF HEBRON LLC	450.13 PRIOR YEAR SUSPENSE
2019-02-0042090	BALLARD ROBERT	47.23 PRIOR YEAR SUSPENSE
2019-02-0042097	STAR BARN & ASSOCIATES LLC	88.65 PRIOR YEAR SUSPENSE
2019-02-0042102	CROSSFIT BREAKDOWN	1,493.53 PRIOR YEAR SUSPENSE
2019-02-0042103	HAVANA FRAN S BARBER SHOP	621.24 PRIOR YEAR SUSPENSE
2019-02-0042203	SANDERSON SAIGE	39.96 PRIOR YEAR SUSPENSE
2019-02-0042226	PRICE IDA	14.9 PRIOR YEAR SUSPENSE
2019-02-0042238	CONNECTICUT S BEST WINDOW COMPANY	14.9 PRIOR YEAR SUSPENSE
2019-02-0042245	TILLY JEFFREY	30.52 PRIOR YEAR SUSPENSE
2019-02-0042254	MAGGIO GIACOMO & ANNA	635.78 PRIOR YEAR SUSPENSE
2019-02-0042270	LARSON SARA JUEL	31.97 PRIOR YEAR SUSPENSE

**Total Personal Property**

**16,296.50**

**Total Motor Vehicle**

**50,069.76**

**Grand Total**

**66,366.26**

I respectfully submit uncollectible taxes for transfer to the suspense tax book after your examination and approval. I hereby certify to the best of my knowledge and belief each tax attached has not been paid, is uncollectible and should be transferred to the suspense tax book.

Adrian MacLean, Revenue Collector

### 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**  
July 10, 2025, 7:00 PM (America/New York)  
**Please join my meeting from your computer, tablet or  
smartphone.**  
<https://meet.goto.com/190832445>  
**You can also dial in using your phone.**  
Access Code: 190-832-445  
United States: [+1 \(571\) 317-3122](tel:+15713173122)  
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Thursday, July 10, 2025

7:00 p.m.

### AGENDA

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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)

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

**7:25 p.m.      7.      TOWN MANAGER'S REPORT**

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

**7:35 p.m.      8.      OLD BUSINESS**

- a)      American Rescue Plan State and Local Recovery Funds Update
- b)      Department of Public Works Action Committee Update
- c)      Charter Revision Commission Finalize Recommendation
- d)      Horton Property and Hebron Community Master Planning
- e)      Any Other Old Business

**7:50 p.m.      9.      NEW BUSINESS**

- a)
- b)      Draft Agenda for July 24, 2025, Meeting
- c)      Any Other New Business

**8:25 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 June 26, 2025 – Regular Meeting

b)      **TAX REFUNDS**

**8:30 p.m.      11.      LIAISON REPORTS**

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

**8:40 p.m.      12.      PUBLIC COMMENT**

**8:45 p.m.      13.      ADJOURNMENT**



**TOWN OF HEBRON  
BOARD OF SELECTMEN  
REGULAR MEETING  
JUNE 26, 2025**

**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 May 29, 2025 – Special Meeting/Workshop
- 10.a.2 June 5, 2025 – Regular Meeting

**TOWN OF HEBRON  
BOARD OF SELECTMEN  
Special Meeting - Workshop (Hybrid)  
Town Office Building – 15 Gilead Street  
Thursday, May 29, 2025 –7:00 PM**

RECEIVED  
2025 JUN -4 P 2:35  
HEBRON TOWN CLERK

**MINUTES**

**ATTENDENCE:**

**Board of Selectmen (Present):** Keith Petit (Chair), Daniel Larson (Vice-Chair), Tiffany Thiele, Claudia Riley

**Staff:** Donna Lanza, Andrew Tierney

**Guests:** Bob Fitzgerald, Chris Cyr, Holly Habicht, Terry McManus, Adam Ockman

**1. Call to Order**

**2. Pledge of Allegiance**

K. Petit called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

**3. Public Comment**

None. Correspondence from B. Fitzgerald was received by Selectmen.

**4. Charter Revision Commission First Draft Report**

**A. Review and Discuss Recommendations from CRC**

The BoS reviewed items from their list of charges to the CRC which were noted as “Not in Favor”, including bifurcation of Town and local BoE budgets. T. Thiele requested item 10, concerning section 105A and language regarding the Hebron Board of Education, be revisited by the CRC, as well as reviewed by the Town Attorney. There was discussion on the Board of Finance’s recommendations concerning WPCA oversight, and agreement that the matter can be handled outside of the Charter. Recommendations from citizens which are not recommended for adoption were then reviewed. Selectmen noted the importance of many items, but agreed they are best addressed in Town purchasing policies rather than the Charter.

Items noted as “In Favor” by the CRC were reviewed. K. Petit requested Item 1, referring to removal of gendered language and changing “Board of Selectmen” to “Town Council,” be returned to the CRC for clarification on references to ex officio members. Item 12, on the appointment of new members of sovereign boards, was agreed upon, with clarification regarding the Board of Education to be added to section 208A.

Following resolution of audio issues, K. Petit summarized items reviewed and BoS determinations to that point. Discussion resumed with section 208D, a proposed new section outlining steps for filling a vacancy on the Board of Selectmen, should the Board fail to do so. The CRC was split on the matter during deliberations. Selectmen

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returned the item to the CRC with the recommendation to consider a Special Town Meeting, or extending timeframes for Selectmen to fill the vacancy. CRC-proposed changes to section 709, which would require a supermajority of 4 votes by the Town Council (or Board of Selectmen) for removal of an appointed Town Board member, were rejected by the BoS. Similar language proposals for sections 801 and 803C were also discussed, and ultimately rejected.

There was extensive discussion on proposed language barring the Town Attorney from having a personal or financial interest in the Town, with D. Larson and A. Tierney expressing opposition due to potential future constraints. T. Thiele stated her support for the addition, feeling the Town should be above-board in all matters. The item will be returned to the CRC.

**B. Review Comments from May 15, 2025 Public Hearing**

Resident comments on impacts from changing to “Town Council” were briefly revisited, as were comments about tax assessments and the Town Clerk, which were previously clarified by A. Tierney.

**C. Consider BOS Recommendations to CRC**

No additional recommendations.

**D. Schedule Additional Meetings If Necessary**

No future workshops will be scheduled, with any further action following CRC deliberations to occur during a regular BoS meeting.

**5. Public Comment**

- A. Terry McManus (169 North St)** – Stated he would favor a Special Election to fill a vacancy, as he is less concerned about the cost, and gave his appreciation for a well-functioning Board.

**6. Adjournment**

**Motion by C. Riley to adjourn at 9:15 p.m. The motion passed unanimously (4-0).**

Respectfully submitted,  
Hannah Walcott (Board Clerk)

**TOWN OF HEBRON  
BOARD OF SELECTMEN  
Regular Meeting (Hybrid)  
Town Office Building – 15 Gilead Street  
Thursday, June 5, 2025 –7:00 PM**

**RECEIVED**  
2025 JUN -9 P 2:13  
OOL Asst  
HEBRON TOWN CLERK

**MINUTES**

**ATTENDENCE:**

**Board of Selectmen (Present):** Keith Petit (Chair), Daniel Larson (Vice-Chair), Tiffany Thiele

**Board of Selectmen (Absent):** Claudia Riley

**Board of Finance:** Diane Del Rosso (Chair, remote), Michael McCormack (Vice-Chair), Mal Leichter, James DeDonato, Brian Thibeault (remote)

**Staff:** Donna Lanza, Andrew Tierney, Lori Granato

**Guests:** Santo Carta, Terry McManus, Todd Habicht, Holly Habicht, Jason Guidone, Adam Ockman, Chris Cyr, Community Voice Channel

**1. Call to Order**

**2. Pledge of Allegiance**

K. Petit called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

**3. Additions and Changes to Agenda**

The Board agreed to move item 9a (Update on FY 2024-2025 Audit) to follow item 5a.

**4. Public Comment**

None.

**5. Good to Know / Special Recognition**

**A. 2025 Pride Month Proclamation**

T. Thiele read the following proclamation:

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**Whereas**, the Town of Hebron recognizes the month of June as Pride Month, commemorating the historic Stonewall Uprising of 1969, which sparked the modern-day LGBTQ+ civil rights movement; and

**Whereas**, Pride Month serves as an opportunity to celebrate the contributions and achievements of lesbian, gay, bisexual, transgender, and queer/questioning (LGBTQ+) individuals in our community and beyond; and

**Whereas**, Hebron observes June as a time to honor the LGBTQ+ community and reflect upon the important contributions of LGBTQ+ residents to the Town and the United States as a whole; and



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**Whereas**, the Town of Hebron recognizes, values, and promotes inclusivity, equality, and respect for all individuals; and

**Whereas**, by acknowledging Pride Month, we affirm our commitment to fostering a welcoming and supportive town, free from discrimination and prejudice, where all our residents can live, work, and thrive; and

**Whereas**, we remain vigilant against continued discrimination against the LGBTQ+ community; and

**Whereas**, we affirm our support for our LGBTQ+ residents and commend the efforts of local LGBTQ+ organizations, activists, allies, and community members who work tirelessly to advance the rights and well-being of LGBTQ+ individuals in our Town;

**Now, therefore**, we, the Hebron Board of Selectmen, hereby proclaim June 2025 as Pride Month, and we encourage all residents to join us in reflecting on the progress made while we endeavor to continue building a future of inclusiveness and acceptance for all.

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**B. Update on FY 2023-2024 Audit (moved from 9a)**

Tabled pending Board of Finance arrival.

**6. Appointments and Resignations**

**A. Library Board of Trustees Resignation**

**Motion by D. Larson that the Hebron Board of Selectmen accept the resignation of Patricia Ayars from the Douglas Library Board of Trustees with regret and thanks for her service to the Town of Hebron. The motion passed unanimously (3-0).**

**7. Town Manager's Report**

The skate park is completed and officially open. Lighting at the Veteran's Park ballfield is also complete, with a ceremonial first pitch under the lights scheduled for Friday evening. Construction on pickleball courts is ongoing. Interviews for the Director of Administrative Services will begin next week. The state budget has finally been set. New traffic signals at the Route 66/Wall Street intersection are online but require additional engineering. Work continues towards school roof repairs, as well as advancement of DPW contracts, which are due to be received and signed by A. Tierney next week.

*(The BoF arrived.)*

**5.B Update on FY 2023-2024 Audit**

Auditing consultant Santo Carta, formerly of CLA (the Town's auditing firm) briefed the Boards on the 2024 – 2025 FY audit, which is roughly six months behind schedule. Reasons

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for the delay were reviewed, including transitioning between auditing software. Finalization is anticipated by the end of the summer. Per L. Granato, biweekly updates will likely be required by OPM until it is completed. No impact to the following year's audit is expected.

**8. Old Business**

**A. ARPA Update**

No discussion.

**B. DPWAC Update**

**Motion by D. Larson that the Hebron Board of Selectmen appoint Keith Petit to serve as the Board of Selectmen representative on the Department of Public Works Action Committee. The motion passed unanimously (3-0).**

**C. Charter Revision Commission First Draft Report**

BoS comments have been returned to the CRC, who will conduct further deliberations at their next regular meeting on June 11<sup>th</sup>.

**D. Other Old Business**

None.

**9. New Business**

**A. Update on FY 2023-2024 Audit (*moved to 5.B*)**

**B. Approve and Sign Tax Rate Bill**

Tabled until received from the Board of Finance.

**C. Approve Resident State Police Trooper Contract**

**Motion by K. Petit that the Hebron Board of Selectmen approve the Contract Between the State of Connecticut Department of Emergency Services and Public Protection, Division of State Police and the Town of Hebron for a contract period from July 1, 2025 to June 30, 2027 for the services of one (1) Resident State Police Trooper, and authorize Andrew J. Tierney, Town Manager, to sign the agreement. The motion passed unanimously (3-0).**

**D. Review BOS Liaison Assignments and Rapid Response Plan**

Selectmen reaffirmed the current Chair and T. Thiele are charged with dissemination of information as per the Rapid Response Plan. T. Thiele was appointed as BoS representative to AHM.

**E. Horton Property Master Plan**

The item will continue under Old Business, with further deliberation once the Town Manager and Town Planner have met to discuss.

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BOARD OF SELECTMEN  
Regular Meeting (Hybrid)  
Town Office Building – 15 Gilead Street  
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**F. Draft Agenda for June 26, 2025 Meeting**

**G. Other New Business**

None.

**10. Consent Agenda**

**Motion by T. Thiele that the Board of Selectmen approve the following Consent Agenda items and motions contained therein as if individually adopted. The motion passed unanimously (3-0).**

**A. Approval of Minutes**

1. May 15, 2025 – Public Hearing

2. May 15, 2025 – Regular Meeting

**B. Tax Refunds**

1. Justin & Jocelyn Knight

**\$ 407.16**

**11. Liaison Reports**

**A. AHM Youth Services** – No report.

**B. Hebron BoE** – No report, as they are meeting this evening as well.

**C. Board of Finance** – No report. Also meeting this evening.

**D. Land Acquisition** – No report. Last night's meeting will be rescheduled.

**E. RHAM BoE** – No report.

**12. Public Comment**

**A. Todd Habicht (98 East St)** – Discussed the purchase of the Horton Property, and urged the Town to utilize the property for intended uses as per the associated Master Plan.

**B. Andrew Tierney** – Noted Dollar General has dropped their appeal of PZC's decision, and the application has been withdrawn.

**C. Jason Guidone (94 Cone Rd)** – Thanked Town staff for getting lights lit before Maple Fest, and expressed relief at the Dollar General announcement. Also urged long-term planning regarding economic development to avoid over-commercialization. Also questioned how pending state legislation would impact Hebron, specifically regarding funding and mandates.

**9.B Approve and Sign Tax Rate Bill**

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BOARD OF SELECTMEN  
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**Motion by T. Thiele that the Board of Selectmen approve and sign the Tax Rate Bill dated June 5, 2025, as presented by the Revenue Collector.**

Discussion: Following receipt of state ECS and road aid funding, the rate is set to 36.85.

**The motion passed unanimously (3-0).**

**13. Adjournment**

**Motion by T. Thiele to adjourn at 7:49 p.m. The motion passed unanimously (3-0).**

Respectfully submitted,  
Hannah Walcott (Board Clerk)