

RECEIVED FOR FILING
01/13 2011 at 3:32 P.M.
TOWN CLERK'S OFFICE
CROMWELL, CONN.

Gloria Prendergast, Asst
TOWN CLERK

TOWN OF CROMWELL
POLICE COMMISSION
SPECIAL MEETING
JANUARY 19, 2011
7:00 P.M. TOWN HALL 224/5

AGENDA

- A. CALL TO ORDER
- B. APPROVAL OF AGENDA
- C. CITIZENS COMMENTS
- D. APPROVAL OF PREVIOUS MINUTES
 - 1. Regular Meeting, December 8, 2010
- E. CHIEF SALVATORE'S REPORT
- F. OLD BUSINESS
- G. NEW BUSINESS
 - 1. Approve hiring new Police Officer
- H. CORRESPONDENCE
- I. GOOD AND WELFARE
- J. ADJOURNMENT

01-13-11A11:46 RCVD

TOWN OF CROMWELL
BOARD OF SELECTMEN
REGUALR MEETING
WEDNESDAY JANUARY 12, 2011
7:10 P.M. TOWN HALL ROOM 224/5

RECEIVED FOR FILING
01/13 2011 at 11:46 AM.
TOWN CLERK'S OFFICE
CROMWELL, CONN.

Gloria Brendergast, Asst.
TOWN CLERK

MEETING CANCELED DUE TO INCLEMENT WEATHER

RECEIVED FOR FILING
01/13 2011 at 11:45AM.
TOWN CLERK'S OFFICE
CROMWELL, CONN.

TOWN OF CROMWELL
BOARD OF SELECTMEN
SPECIAL MEETING
WEDNESDAY JANUARY 19, 2011
7:10 P.M. TOWN HALL ROOM 224/5

Gloria Brendegast Asst
TOWN CLERK

AGENDA

- A. CALL TO ORDER
- B. APPROVAL OF AGENDA
- C. EXECUTIVE SESSION
 - 1. Possible Litigation
 - a. Action if necessary
- D. CITIZENS COMMENTS
- E. STAFF REPORTS
 - 1. Senior/Human Services Department
 - 2. Community Development Department
- F. FINANCIAL
 - 1. Tax Refunds
 - a. Lereta, LLC -\$4,726.30
 - b. Porsche Leasing LTD -\$804.52
 - c. VW Credit Leasing LTD -\$548.74
 - d. David E. or Cynthia L. Schloss -\$168.81
 - e. Joseph F. Snecinski 3rd. -\$151.70
 - f. David J. or Eileen R. Fitzgerald -\$42.61
 - g. Lease Plan USA Inc. -\$256.04
 - h. GMAC -\$126.43
 - i. Corelogic -\$5,138.76
 - j. Brett W. Perkins -\$31.80
 - 2. Budget Reports
- G. UNFINISHED BUSINESS
 - 1. Discussion and action to approve Park Use Rules and Regulations. -Tabled
 - 2. Authorize First Selectman to sign Personal Service Agreement Grant Contracts for \$200,000 STEAP Grant for Dead Man Swamp and Cromwell Landing Park.
 - b. Approve resolution authorizing First Selectman to enter into the agreements. -Tabled
- H. NEW BUSINESS
 - 1. Authorize First Selectman to apply for and sign all necessary contractual documents pertaining to the Federal Transit 5310 Grant for replacement of the 2005 Mini Bus in the Senior Services Transportation Fleet.
 - 2. Approve Educational Assistance request from Officer McCarter for the winter 2011 session. -\$1,000
 - 3. Discussion and action to authorize First Selectman to sign lease agreement for Map plotter in the Town Clerk's Office.

4. Discussion and possible action to accept Northbrook Estates Roads as Town Roads.
 - a. Applewood Road
 - b. Butternut Drive
 - c. Grassy Hill Road
5. Discussion and possible action to accept Eager Lane as a Town Road.
6. Discussion and possible action to accept Cider Hill Roads as Town Roads.
 - a. Cider Hill Drive
 - b. Apple Hill Drive
7. Approve request to increase the amount that was approved at the December meeting to not to exceed \$4,500 for Planning and Zoning to hire an attorney to review the draft of the proposed new Zoning Regulations. A motion was made at the December meeting approving an amount not to exceed \$3,500.
8. Authorize First Selectman to sign Grant Award #010E033A through the Federal Fiscal Year 2010 Emergency Management Performance Grant for Cromwell's allocation for State Fiscal Year 2011.

I. APPROVAL OF MINUTES

1. December 8, 2010

J. FIRST SELECTMAN'S COMMENTS

K. GOOD & WELFARE

L. COMMISSION REPORTS

M. RESIGNATIONS

N. APPOINTMENTS

1. Committee to Support People with Disabilities
 - a. Jennifer Beck, term expires June 2012
2. Board of Finance
 - a. Victor Harpley, Alternate, Term expires 12/12
3. Capital Expenditures Commission
 - a. Charles Epstein, re-appointment, Term expires 12/14
 - b. Victor Harpley, re-appointment, Term expires 12/14
 - c. Thomas Tokarz, re-appointment, Term expires 12/14
4. Inland Wetlands and Watercourses
 - a. Joseph Corlis, re-appointment, Term expires 12/14
5. Insurance Commission
 - a. Robert Lynch, re-appointment, Term expires 1/12
6. Zoning Board of Appeals
 - a. Samantha Cahill, To fill Vacancy, Term expires 11/11

O. ADJOURNMENT

Town of Cromwell
INTERDEPARTMENTAL MEMO

DATE: January 12, 2011

TO: John Flanders, First Selectman

FROM: Joe Mazurek, P.E., Director of Community Development



RE: Road Acceptance: Northbrook Estates, Cider Hill Subdivision and Eager Lane.

I am requesting that the Board of Selectman accept the roads within Northbrook Estates, the Cider Hill Subdivision and Eager Lane.

My recommendation for maintenance bond, for the roads within the North Brooks Estates, is for a total amount of \$50,000, of which \$25,000 could be in cash, and for the length of two years. This recommendation is based upon the engineering inspection conclusions, as provided within the attached letter from VHB Consultants.

The balance of funds from the previous P&Z performance bonds would be used as the maintenance bond for Eager Lane.

To date we have not received the necessary documentation of Certificate of Title and the Warranty Deed descriptions from any of the developers.



Vanasse Hangen Brustlin, Inc.

To: Mr. Joseph S. Mazurek, P.E.
Town Engineer
Town of Cromwell
41 West Street
Cromwell, CT 06416

Date: January 10, 2011

Project No.: 46000.31127

From: Robert Christman, P.E. -Executive
Director Pavement Engineering

Re: North Brook Estates
Pavement Surface Evaluation

On January 3, 2011, the Town of Cromwell retained VHB Pavement Engineers to verify pavement wearing course placement in regards to allowable longitudinal grade surface tolerance against ConnDOT 814 Section 4.06.03-10 Surface Test of the Pavement. VHB undertook multiple straightedge readings in visually questionable areas of Apple Wood Road, Grassy Hill Road and Butternut Road to test against the following specification: "The finished pavement shall be such that it will not vary more than 1/4" from a 10-foot straightedge applied parallel to the centerline of the pavement".

On January 5, 2011 VHB Pavement Engineer, Robert Christman, P.E., conducted an evaluation of the pavement surface.

The following pavement surface irregularities were noted by VHB:

Butternut Drive:

One area of washboarding located near house #9 on the southbound lane had an area that exceeded 1/4" in 10 feet, measuring 3/8" in 10 feet. A closer look at the situation revealed that the paver operator most likely tried to meet an adjacent catch basin top grade while at the same time meet a centerline sewer manhole grade. In that these roadways are subdivision roadways with low vehicle speeds coupled with the fact that the roadway cross-slope and longitudinal grades do provide for safe removal of surface water, this deficiency does not appear to create any safety issues. The matter at hand is one of aesthetics and some minor discomfort of the steering wheel. The area in question is estimated at 12' x 16'.

Grassy Hill Road

The transverse construction paving joint at approximately 50' northwest of Butternut Drive has a longitudinal deviation of 5/16" in 10 feet. This is simply the result of poor workmanship in forming the joint.

- Manhole #3 (from Butternut Drive) has an incorrect top of structure slope and will need to be corrected at some time.
- There is a depression in the pavement surface between Manhole #2 and Manhole #3 (from Butternut Drive) that will also need to be corrected at some time. This depression measures 10'x15' x 5/8" deep.

- There are two depressions on either side of Manhole #2 in the northwest lane that will need to be corrected at some time. They measure 6'x6'x1/2" and 9'x6'x1/2".

Apple Wood Road

A small depression exists north of Grassy Hill Road. It's about 5/16" in depth and not of a concern.

A localized light ravel area exists in the cul-de-sac approximately 3'x3'. Most likely caused by truck tires turning on the relatively young pavement; not a concern.

- There is a manhole that is slightly high in elevation at house #15. The elevation measures approximately 3/4" high. This should be fixed at some time.

There are minor washboarding events on this roadway that do not deviate from specifications.

In general, the pavement surface appears tight. The pavement surface meets the subject ConnDOT specification for surface tolerance with the exception of those localized deficiencies listed above. The deficiencies noted will not alter the intended pavement performance life, however, for the well-being of the neighboring users and the taxpayers, at some time in the near future it is recommended to make the noted repairs.

For future reference, and in regards to the pavement surface washboarding, based upon my knowledge of paving practices, one can assume that the paver and/or paving workmanship caused the imperfections in the pavement surface. Some potential causes of the washboarding could have been from:

- a) Overloading the auger chamber, thereby burying the auger, rather than leaving a head of hot mix at about half the auger shaft.
- b) Trucks holding their brakes during discharge of material into the paver hopper.
- c) Varying the forces acting upon the screed.
- d) Improper paver operation.
- e) Manual adjustments of the paver screed to match desired structure grades. Generally, it takes 4 to 5 lengths of the level arms to fully realize a change in the wheel at the screed.

If we can be of further professional service, please do not hesitate to call.

MEMO

To: John Flanders
First Selectman

From: Fred Curtin ~~F~~
Emergency Program Manager

Date: January 13, 2011

Re: Emergency Management Performance Grant

First Selectman Flanders:

On September 8, 2010, the Board of Selectman approved a "MOA" with the Department of Emergency Management and Homeland Security. This agreement allows for reimbursement for wages and materials, for a total of \$3,446.00.

DEMHS has development this Emergency Management Performance Grant. This grant is for the \$3,446.00.

Attached is a copy of the grant and the minutes of the September 8, 2010 Board of Selectman meeting for the Board review and action.



STATE OF CONNECTICUT
DEPARTMENT OF
EMERGENCY MANAGEMENT AND HOMELAND SECURITY



Peter J. Boynton
Commissioner

December 1, 2010

The Honorable John M. Flanders
First Selectman
Town of Cromwell
41 West Street
Cromwell, CT 06416

Dear Mr. Flanders:

I am pleased to forward for your signature the FFY 2010 Emergency Management Performance Grant sub-grant award #010E033A in the amount of \$6,908 (of which \$3,454 is federal funding and \$3,454 is sub-grantee match). The aim of this funding is to assist your community in maintaining a robust local emergency management program.

Please review the award carefully and pay particular attention to the general and special grant conditions. Afterwards, sign and date the award and initial as indicated and return it to:

Thomas Gavaghan
DEMHS Region 3 Coordinator
William A. O'Neill Armory
360 Broad Street
Hartford, CT 06105

This sub-grant award is based on your approved grant application and your community's population as stated in the 2009 State Register and Manual. The funding formula used for this year is consistent with previous years and provides a proportional share of the overall program support provided by the Federal Emergency Management Agency (FEMA) to the State of Connecticut.

Any additional funding, if available, will be passed along to the communities through a supplemental allocation at the end of the Federal Fiscal Year, which is September 30, 2011. In order to assist DEMHS in preparing to allocate any additional funding, towns may submit eligible expenses for possible reimbursement during the year that exceed their sub-grant awards, and DEMHS will consider these expenses should additional funding become available.

Audit quality documentation of allowable expenditures must accompany reimbursement requests and should be submitted to Thomas Gavaghan, DEMHS Region 3 Coordinator, for processing. Please note that all requests must include an original signature by the local finance director or someone of equal authority on FEMA Form 85-21.

You will be sent a fully executed copy of the award for your files. We thank you for your participation in the EMPG program and your community's continued commitment to the protection of our citizens.

Sincerely,


Peter J. Boynton
Commissioner

PJB/dwg

Enclosures

CC: Mr. Frederick D. Curtin Jr., Local Emergency Management Director
Mr. Thomas Gavaghan, DEMHS Region 3 Coordinator



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY MANAGEMENT & HOMELAND SECURITY
 Division of Strategic Planning & Grant Administration
 25 Sigourney Street, 6th Floor
 Hartford, CT 06106-5042



NOTICE OF GRANT AWARD

The Department of Emergency Management & Homeland Security hereby makes the following grant award in accordance with the Department of Homeland Security Appropriations Act, 2010 (Public Law 111-083), and in accordance with the grant solicitation and the attached grant application, if applicable.

Grantee: Town of Cromwell
Address: 41 West Street
City/State/Zip: Cromwell, CT 06416

Town Code:
State Agency Code:
Federal Employer ID No.: 06-6001978

DEMHS Grant No.: 010E033A
Project Title: EMPG FFY 2010
Date of Award: October 20, 2010

Period of Award: **From:** 10/1/2010 **To:** 9/30/2011
Amount Of Award: **Federal:** \$3,454 **State:** \$ 0
State Match: \$ 0 **Grantee Match:** \$3,454
Interest: \$ 0 **Other:** _____ **Specify** \$ 0
Total Budget: \$6,908

Fed Grant No.: 2010-EP-E0-0054 **CFDA No.:** 97.042 **Grantee Fiscal Year From:** July 1 **To:** June 30

My signature below, for and on behalf of the above named grantee, indicates acceptance of the above referenced award and further certifies that:

1. I have the authority to execute this agreement on behalf of the grantee; and
2. The grantee will comply with the attached General and Special Grant Conditions, and Standard Assurances.

By: _____
 Signature of Authorized Official _____ Date _____

 Typed Name and Title of Authorized Official

FOR THE DEPARTMENT OF EMERGENCY MANAGEMENT & HOMELAND SECURITY

By: _____
 Signature of Authorized Official _____ Date _____

Peter J. Boynton, Commissioner
 Typed Name and Title of Authorized Official

SUMMARY DESCRIPTION OF FUNDING

Through this accord, the Town of Cromwell will use grant funding in the amount of \$3,454 from the FFY 2010 Emergency Management Performance Grant for costs related to supporting all-hazards emergency management mission areas.



State Of Connecticut
Department Of Emergency Management & Homeland Security
Division of Strategic Planning & Grant Administration



GENERAL GRANT CONDITIONS

SECTION 1: Use of Grant Funds.

The grantee agrees to expend the grant funds awarded pursuant to this agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as grantee. Grant funds shall not, without advance written approval by DEMHS, be obligated prior to the starting date or subsequent to the termination date of the grant period.

SECTION 2: Fiscal Control.

The grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of grant funds. The grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to insure that expenditures charged to grant activities are made for allowable purposes only.

SECTION 3: Retention of Records and Records Accessibility.

- 3.1. Financial records, supporting documents, statistical records, and all other records pertaining to this grant shall be retained for a period of three years starting from the date of the submission of the final expenditure report, with the following qualifications.
- 3.2. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 3.3. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.
- 3.4. The State or its representatives shall have the right at reasonable hours to examine any books, records and other documents of the grantee or its subcontractors or subgrantees pertaining to work performed under this agreement. The State will give grantee or such subcontractor or sub-grantee at least twenty-four hour's notice of such intended examination. At the State's request, the grantee shall provide the State with hard copies of or magnetic tape containing any data or information relating to the State's business, which data or information is in the possession or control of the grantee. The grantee shall incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or sub-grantee relating to this grant.

SECTION 4: Insurance.

The grantee agrees that while performing any service specified in this grant, the grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with the Department of Emergency Management and Homeland Security prior to the performance of services.

SECTION 5: Conflict of Interest.

No person who is an officer, employee, consultant or review board member of the grantee shall participate in the selection, award or administration of a contract, subcontract, subgrant or agreement or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant or review board member or any member of his/her immediate family, or his/her partner, or an organization which employs, or is about to employ any of the above has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employed is related to any of the foregoing persons.

SECTION 6: Reports.

The grantee shall submit such reports as the Department of Emergency Management and Homeland Security shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and sub-grantee packets and budgets. Cash requests may be withheld by the Department of Emergency Management and Homeland Security until complete and timely reports are received and approved.

SECTION 7: Funding Limitation.

Funding of this project in no way obligates the Department of Emergency Management and Homeland Security to fund the project in excess of this grant, beyond the period of this grant, or in future years.

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

DEMHS Grant Conditions

SECTION 8: Revised Budget.

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the grantee agrees to submit to the Department of Emergency Management and Homeland Security a revised budget and budget narrative equal to and in the same distribution as the grant award not later than 30 days after signing of the grant. Cash requests will be withheld until the revision is received and approved.

SECTION 9: Audits.

- 9.1. In accordance with the following conditions, the grantee agrees to conduct and submit to the Department of Emergency Management and Homeland Security a completed audit package with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.
- 9.2. If the grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes (C.G.S.), the grantee is required to submit a State Single Audit Report to the Office of Policy and Management. C.G.S. Section 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$100,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the grantee received State Financial Assistance from the Department of Emergency Management and Homeland Security for this grant and it is the only State Financial Assistance that the grantee has received during this fiscal period. The State Single Audit Report should be filed with the Office of Policy and Management no later than six months after the end of the audit period.
- 9.3. If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular requires those state and local governments and non profit organizations which expended a total amount of Federal Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the grantee receives Financial Assistance under only one Federal program. For audit purposes, State or grantee match funds as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

SECTION 10: Unexpended Funds and/or Disallowed Costs.

If project costs are less than the grant, and/or any project costs have been disallowed, the grantee agrees to return the unexpended/disallowed funds to Department of Emergency Management and Homeland Security not later than 60 days following closeout of the grant.

SECTION 11: Nondiscrimination and Affirmative Action.

- 11.1. The grantee agrees and warrants that in the performance of the grant such grantee 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, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such grantee 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.
- 11.2. The grantee agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved.
- 11.3. The grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State Commission on Human Rights and Opportunities.
- 11.4. The grantee agrees and warrants that in the performance of the grant such grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
- 11.5. The grantee agrees to provide each labor union or representative of workers with which such grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such grantee 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 grantee's commitments under this

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

section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

- 11.6. The grantee agrees to comply with each provision of this section and Connecticut General Statute sections 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities pursuant to Connecticut General Statute sections 46a-56, 46a-68e and 46a-68f.
- 11.7. The grantee 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 grantee which relate to the provisions of this section and Connecticut General Statute section 46a-56.
- 11.8. If the grant is a public works contract, the grantee agrees and warrants that the grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- 11.9. Determination of the grantee's good faith efforts shall include but shall not be limited to the following factors: The grantee'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 on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statute section 32-9n; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" includes, but is not 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; and "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.
- 11.10. The grantee shall include the provisions of subsections 11.1 to 11.8, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The grantee 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 Statute section 46a-56; provided, if such grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the grantee 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.
- 11.11 The following subsections are set forth here as required by Section 4a-60a of the Connecticut General Statutes:
 - a) 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 of 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 section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information reequested by the commission, and permit access to pertinent books, records, and accounts, concerning the employment praticies and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- 11.12 The contractor shall include the provisions of section (g) above 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 sactions for noncompliance in accordance with

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

section 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.

- 11.13 For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced, and "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. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including but not limited to, a municipality, (2) a quasi-public agency, as defined in CGS Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in CGS Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government as described in the immediately preceding enumerated items (11.1 - 11.12).

SECTION 12: Executive Orders.

- 12.1. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion. This Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement.
- 12.2. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This Agreement may be canceled, terminated, or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this Agreement.
- 12.3. This Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

SECTION 13: Americans with Disabilities Act.

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the period of award of the grant. The grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the grantee to satisfy this standard either now or during the period of the grant as it may be amended will render the grant voidable at the option of the State upon notice to the grantee. The grantee warrants that it will hold the State harmless from any liability, which may be imposed upon the State as a result of any failure of the grantee to be in compliance with this Act.

SECTION 14: Independent Contractor.

The grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the grantee will notify the Department of Emergency Management and Homeland Security of the contractor's identity.

SECTION 15: Federal Compliance and Assurances.

- 15.1 If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975 to the effect that, no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.

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

15.2 The grantee will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands.

SECTION 16: Non-Supplanting.

- 16.1. If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the grantee agrees that these grant funds will be used so as to supplement and increase, but not supplant, the level of state, local, private and federal funds that would otherwise be made available for this project and to serve this target population, and will in no event replace such state, local, private and federal funds.
- 16.2. The grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. Department of Emergency Management and Homeland Security may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

SECTION 17: Additional Federal Conditions.

If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the federal grantor agency to the Department of Emergency Management and Homeland Security and which are hereby made a part of this grant award.

SECTION 18: Indemnification.

The grantee shall indemnify, defend and hold harmless the State and its successors and assigns from and against any and all (1) actions, suits, claims, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising in connection with this Agreement including, but not limited to, acts of commission or omission (collectively, the "Acts") by the grantee or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the grantee is in privity of oral or written contract; (2) liabilities arising in connection with this Agreement, out of the Grantee's Acts concerning its or their duties and obligations as set forth in this Agreement; and (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury, death and/or property damages. The Grantee shall reimburse the State, for any and all damages to the real or personal property of the State caused by the Acts of the Grantee. The State shall give to the grantee reasonable notice of any such Claim. The Grantee shall also use counsel reasonably acceptable to the State in carrying out its obligations under this section. This Section shall survive the expiration or early termination of this Agreement, and shall not be limited by reason of any insurance coverage.

SECTION 19: Special Grant Conditions.

The grantee agrees to comply with the attached Special Grant Conditions, which have been issued in connection with this specific program, and which are hereby made a part of this award.



State Of Connecticut
Department Of Emergency Management & Homeland Security
Division of Strategic Planning & Grant Administration



SPECIAL GRANT CONDITIONS

Check applicable box, if required

1. The grantee agrees to complete and submit to DEMHS a revised project narrative not later than thirty (30) days after signing this grant award. The grantee must contact DEMHS program staff at 860-256-0900 regarding the required revisions.
2. Specific funding limitations have been applied to this grant. Please contact DEMHS program staff at 860-256-0900 for further details on these funding restrictions.
- a) Based on federal Department of Homeland Security Program Guidance, no more 25% of the FY 2007 LETPP awards may be used for operational activities including DHS-declared Orange Alerts.
- b) The grantee will complete the Interoperable Communications Request Form and submit it for approval in advance of any purchase of interoperable radio communications equipment. No funds may be expended until approval has been secured.
3. The grantee is required to participate in training session(s) on _____. The grantee must contact _____ to schedule training and determine if there are other technical assistance opportunities.
4. The grantee must submit to DEMHS for review and approval a revised budget itemization for any proposed change 1) which will alter a budget category by more than 10% of the budget category or by more than \$500, whichever is greater; or 2) which places resources in a budget category not previously funded. Significant changes in the use of funds within a budget category, while not requiring a formal budget revision, should be reported to DEMHS by letter.
5. The grantee, including all other recipients of assistance under the grant, whether by contract, subcontract, or subgrant, upon request, agrees to cooperate with research and evaluation efforts of DEMHS or any party designate by DEMHS for such purpose. The grantee further agrees that such cooperation includes but is not limited to: 1) collecting and maintaining project data, including client data, 2) supplying project data to DEMHS or its designee; and 3) permitting access by DEMHS or its designee to any and all project information whether stored by manual or electronic means.
6. All training events, seminars, and conferences must be approved by DEMHS prior to submitting registration for the event. Requests to attend training events must include names of staff, purpose of training, justification/need for training, location, dates, and costs. Staff attending training events may be required to present a summary of the training to DEMHS and/or other grantees.
7. It will be the sole responsibility of the grantee, and its staff, to insure that any report, article, computer program, database, or other product or publication, whether oral or in writing resulting from the performance of duties pursuant to this grant application and grant award, protects the privacy of confidential information and complies with confidentiality and privacy rights and obligations created by any federal and state law, court rules, or rules of professional conduct applicable to the work performed by the grantee.
8. The grantee shall comply with the following statutes and regulations:
- Section 3789d(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended;
 - Title VI of the Civil Rights Act of 1964, as amended;
 - 28 C.F.R. Part 42, Subparts C, D, E;
 - Section 504, Rehabilitation Act of 1973, as amended (28 C.F.R. Part 42, Subpart G);
 - Title II of the Americans with Disabilities Act, (28 C.F.R. Part 35);
 - Title IX of the Education Amendments of 1972, (28 C.F.R. Part 54);
 - The Age Discrimination Act of 1975, (28 C.F.R. Part 24, Subpart I).

Please initial here to indicate that you have read and understand these conditions _____
DEMHS Special Conditions

9. a) The grantee must obtain DEMHS Training Coordinator approval for all grant-funded training. The DEMHS Training Coordinator, Mr. David Brown, can be reached at 860-256-0849. DEMHS training approval and all related documentation for participating staff, including training certificates and time and attendance records must be retained by the sub-grantee in the grant file.
- b) The grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from FEMA's national Preparedness Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's National Preparedness Directorate or the U.S. Department of Homeland Security." The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
- c) The grantee agrees to comply with DEMHS Grant Policy #1 regarding the use of grant funds for overtime and backfill reimbursement, which are limited to the maximum payment of \$200 per person per day.
- d) The grantee agrees to submit to DEMHS upon request project deliverables including but not limited to: plans, evaluations, reports, and research results.



**UNITED STATES
DEPARTMENT OF HOMELAND SECURITY
Emergency Management Performance Grant**

Special Conditions

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:
 - A. Administrative Requirements
 1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
 2. 2 CR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
 - B. Cost Principles
 1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
 2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
 3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
 4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations
 - C. Audit Requirements
 1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.
3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Emergency Management Performance Grants (EMPG) Program guidance and application kit.
4. The recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial grant award. The recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw downs may be withheld if these reports are delinquent. The final FFR is due 90 days after the end date of the performance period.
5. In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to the period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.
6.
 - A. Classified national security information, as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
 - B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.
 - C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other

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

agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department of agency with whom the classified effort will be performed.

- D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS-Standard Operating Procedures, Classified Contracting by States and Local Entities, - dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at:
<http://www.dhs.gov/zopnbiz/grants/index.shtm>
- E. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to the execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

Telephone: 202-447-5346

E-mail: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, D.C. 20528



**UNITED STATES
DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
Standard Assurances**

Print out these forms and fill in by hand (Type written is preferred)

FEDERAL EMERGENCY MANAGEMENT AGENCY SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS		O.M.B. No. 3067-0206 Expires February 28, 2007		
FOR FY	CA FOR (Name of Applicant)			
<p>This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.</p> <p>An applicant must check each item that they are certifying to:</p> <p>Part I <input type="checkbox"/> FEMA Form 20-16A. Assurances-Non-construction Programs.</p> <p>Part II <input type="checkbox"/> FEMA Form 20-16B. Assurances-Construction Programs.</p> <p>Part III <input type="checkbox"/> FEMA Form 20-16C. Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements.</p> <p>Part IV <input type="checkbox"/> SF LLL, Disclosure of Lobbying Activities (If applicable)</p> <p>As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.</p>				
<table border="0"> <tr> <td>Typed Name of the Authorized Representative</td> <td>Title</td> </tr> </table>			Typed Name of the Authorized Representative	Title
Typed Name of the Authorized Representative	Title			
<table border="0"> <tr> <td>Signature of the Authorized Representative</td> <td>Date Signed</td> </tr> </table> <p>NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.</p> <p>The applicant further agrees by submitting this application that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction, provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)</p>			Signature of the Authorized Representative	Date Signed
Signature of the Authorized Representative	Date Signed			
<p align="center">Paperwork Burden Disclosure Notice</p> <p>Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and maintaining the data needed, and completing and submitting the form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right hand corner of this form. Please do not send your completed form to the above address.</p>				

FEMA Form 20-16, FEB 04

Please initial here to indicate that you have read and understand these conditions _____
Federal Standard Assurances

**FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-NON-CONSTRUCTION PROGRAMS**

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands

FEMA Form 20-16A, JUN 04

Please initial here to indicate that you have read and understand these conditions _____
Federal Standard Assurances

pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

FEMA Form 20-16A (BACK)

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

Federal Standard Acquisition

FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

System of Personnel Administration) 5 C.F.R. 900, Subpart F).

FEMA Form 20-16B

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

Federal Standard Assurance

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.

14. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval, changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

FEMA Form 20-16B (BACK)

DISCLOSURE OF LOBBYING ACTIVITIES Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse)		
1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year quarter date of last report
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subaward Tier , if known:	5. If Reporting Entity in No. 4 is Subaward, Enter Name and Address of Prime: Congressional District , if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobbying Registrant: (If individual, last name, first name, MI):	b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**FEDERAL EMERGENCY MANAGEMENT AGENCY
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." Part 67 and Part 69. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting 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 the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

Standard Form LLL, "Disclosure of Lobbying Activities" attached.

(This form must be attached to certification if non-appropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620: A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

FEMA Form 20-16C, FEB 04

Please initial here to indicate that you have read and understand these conditions _____
Federal Standard Acquisition

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Check if there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

FEMA Form 20-16C (BACK)

Please initial here to indicate that you have read and understand these conditions _____
Federal Standard Assurance



State Of Connecticut
Department Of Emergency Management & Homeland Security
Division of Strategic Planning & Grant Administration



Standard Reporting Schedule for Sub-grantees
(Revised February 2007)

1. **Financial Reports and Reimbursement Requests** are due either:
 - The first day of each month, or
 - Quarterly, 30 days after the calendar quarter ends

For the quarter ending March 31	are due April 30
For the quarter ending June 30	are due July 30
For the quarter ending September 30	are due October 31
For the quarter ending December 31	are due January 31
2. **Progress Reports** are due quarterly, 30 days after the calendar quarter ends (please see above).
3. **Property Inventory Report** is due 30 days after conclusion of the project.



State Of Connecticut
 Department Of Emergency Management & Homeland Security
 Division of Strategic Planning & Grant Administration



Emergency Management Performance Grant Program
Quarterly Progress Report
 (Revised December 2008)

Sub-Grant No.:
 Sub-Grant Title:
 Sub-Grantee:
 Address:

Telephone:

Report Date:
 Report Prepared by:
 Period Covered: ___ to ___
 Signature:

Project Director or Financial Officer of Record for the Sub-Grantee

-
1. **Briefly summarize project activities for this quarter. Please include supporting statistical information, for example, the number of staff trained, the number and type of exercises conducted, the number and type of equipment purchased, etc.**

 2. **Is the project on schedule?** Yes. No.
If not, why?

 3. **Is the project fully staffed?** Yes. No.
If not, why?

 4. **Are there any new approaches or strategies being considered or implemented?**
 Yes. No.
If so, explain:



State of Connecticut
Department of Emergency Management & Homeland Security
Strategic Planning & Grant Administration Unit



Reimbursement Request

(Revised November 2008)

(For use by State Agencies and All DEMHS Sub-Grantees)

This is an electronic form. It must be completed on the computer and then printed for signatures.

Grantee Name:
 Remittance Address:

DEMHS USE ONLY	
PC1#:	EHS99530-11-
PO#:	

FEIN # (Mandatory):
 Contact Phone Number:
 Grant Award Number:

**Original Signature is required.
 Fax copies will not be accepted.**

For sub-grantees, a separate reimbursement request is required for each project.

Please select appropriate response from the five (5) required categories below:

- | |
|--|
| 1. Funding Year: Click Here |
| 2. Funding source supporting activity: Click Here |
| 3. Project best reflecting activity: Click Here |
| 4. Solution area activity is attributed to: Click Here |
| 5. Discipline area activity benefits: Click Here |

Mandatory: Please describe project activities that were completed for which reimbursement is requested:

--

*** If this request is a result of Training, Backfill or Overtime, please refer to the DEMHS Coordinating Council Grant Policy #1, relating to \$200.00 per day limitation and approved ODP class restrictions.*

Amount seeking reimbursement \$. Attach required supporting documentation (invoice, proof of payment, packing slips and training cert. (Time & attendance sheets in cases of OT or Backfill reimb.).

Mandatory: Please describe the overall success of your project and/or achievement toward project goals. Be sure to include a statement indicating to what extent the project enhances the emergency management, prevention, response or mitigation capabilities in your jurisdiction.

--

Reimbursements will be payable directly to the municipality and mailed to the finance office address on record or the office of the chief elected official.

Signatures required:

Point of Contact or Sub-Grant Project Director
 (Sign & Print)

Chief Elected Official
 (Sign Only)

Date

FOR DEMHS USE ONLY – DO NOT COMPLETE BEYOND THIS POINT

DEMHS Emergency Preparedness Specialist certifies the following:

- This form has been verified to have original signatures
- The FEIN Number is identified as required on the front
- Up to date DEMHS Financial Report is on file has been reviewed
- Up to date DEMHS Progress Report is on file has been reviewed
- If final, a completed DEMHS Inventory Report is on file
- Selected for On-Site Financial Monitoring Visit – Date Scheduled _____

Date	Signature of EPPS
-------------	--------------------------

Date		Grant Unit Manager Approval			Date to Fiscal Unit		Fiscal Unit Approval & Date of Approval	
<i>Business Unit</i>	<i>Fund</i>	<i>Department</i>	<i>SID</i>	<i>Program</i>	<i>Account</i>	<i>Budget Ref.</i>	<i>Budget Period</i>	
EHSM1	12060	99530					2009	
EHSM1	12060	99530					2009	
<i>Project</i>	<i>Chartfield 1</i>	<i>Chartfield 2</i>		<i>Amount</i>				
EHS-								
EHS-								

Please mail this form to:
(Original signature required - Fax Copies will not be accepted)

Department of Emergency Management & Homeland Security
 Attention: Strategic Planning & Grant Administration Unit
 25 Sigourney Street, 6th Floor
 Hartford, CT 06106-5042



Department of Emergency Management and Homeland Security
 Division of Strategic Planning and Grant Administration
 25 Sigourney Street, 6th Floor
 Hartford, CT 06106-5042

EQUIPMENT/PROPERTY INVENTORY REPORT

1. Sub-Grantee/Custodial Owner: _____ to _____
 4. Period of Award: _____ to _____
2. Sub-Grant Number: _____
 5. Date of Report: _____
3. Project Title: _____
 6. Preparer: NAME, PHONE _____

7. Agency ID Number	8. Purchased From	9. Description of Item*	10. Serial Number	11. Location	12. Acquisition Cost	13. Acquisition Date

* Equipment is defined as assets with a value of \$1,000 or more at the time of acquisition.

15. With the completion of this project, I certify that the property described above will remain in the emergency management and homeland security system for purposes consistent with those objectives authorized for support by the state or for other activities currently or previously supported by a Federal agency. When the property is no longer needed as outlined above, I agree to the following disposition procedures: (1) items with a current per unit fair market value of less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency; (2) items with a current per unit fair market value in excess of \$5,000 may be retained or sold, and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment. Seller is also eligible for sale costs; (3) in cases where a grantee or sub-grantee fails to take appropriate disposition actions; the awarding agency may direct the grantee or sub-grantee to take other disposition actions.

Signature: _____ Date _____
 Project Director or Financial Officer of Record for the Sub-Grantee

DIRECTIONS FOR THE PROPERTY INVENTORY REPORT

1. Sub-grantee -- municipality, regional planning agency, or state agency.
2. Number on the sub-grant award notice.
3. Short or abbreviated title of the project.
4. Beginning and ending dates of the period of award of the grant, as amended (MM/DD/YYYY).
5. Date this form was completed (MM/DD/YYYY).
6. Name and phone number of the person who prepared this report.
7. Inventory number assigned by implementing agency.
8. Company or person who sold you the equipment. Equipment is defined as assets with a value of \$1,000 or more at the time of acquisition.
9. Description of equipment.
10. Serial number assigned to the equipment by the manufacturer, if applicable.
11. Where the equipment is physically located.
12. The cost of the equipment.
13. Date the equipment was purchased.
14. Signature of Project Director or Financial Officer of Record.

***THIS FEDERALLY REQUIRED FORM MUST BE SUBMITTED AT THE CONCLUSION OF THE GRANT AWARD PERIOD.
PLEASE FORWARD THE COMPLETED REPORT TO:***

Department of Emergency Management & Homeland Security
25 Sigourney Street, 6th Floor
Hartford, CT 06106-5042
Attention: Strategic Planning & Grant Administration

RECEIVED FOR FILING
9/14 2010 at 1:12 P.M.
TOWN CLERK'S OFFICE
CROMWELL, CONN.

TOWN OF CROMWELL
BOARD OF SELECTMEN
REGULAR MEETING
WEDNESDAY SEPTEMBER 8, 2010
7:10 P.M. TOWN HALL ROOM 224/5
MINUTES

Gloria Prendergast, Asst.
TOWN CLERK

A. CALL TO ORDER

First Selectman Flanders called the meeting to order at 7:13 p.m.

B. APPROVAL OF AGENDA

Motion made by R. Newton seconded by A. Waters and *unanimously carried* to approve the agenda as posted

C. CITIZENS COMMENTS

1. R. Waters, South Street -Spoke regarding a resident that parks his heavy equipment on town property next to Watrous Park causing the pavement to break. Mr. Waters also spoke regarding the design of Summit Drive, Employee physicals and Eager Lane.
2. D. Brisson, Nooks Hill Road - Spoke regarding the poor condition of the town parks and a open hole in Pierson Park that presents a safety hazard.
3. R. Jahn, Woodside Road - Suggested that town personnel make sure the gates are closed when done cutting the fields. Inquired if there was a duplicate entry in the Tax Refund requests; item t. was deleted as a result of Mr. Jahn's comment.
4. M. Johnson, Pleasant Street -Spoke regarding various town projects.

D. STAFF REPORTS

None

E. FINANCIAL

1. Tax Refunds

- | | |
|---|--------------------------------------|
| a. Chase Auto Finance Corp. -\$257.39 | b. CAB East LLC -\$445.64 |
| c. Claudia R. Elfreich -\$13.37 | d. Michael C. Elfreich -\$105.60 |
| e. Michael J. Pinardi -\$67.59 | f. Michael C. Rowland -\$32.27 |
| g. XDF NET LLC -\$139.18 | h. Nissan Infiniti LT -\$394.94 |
| i. Ryan S. Santiago -\$26.75 | j. Jeanne M. Ryan -\$14.86 |
| k. Ryan T. Ahlquist -\$59.12 | l. David M. Sasinouski -\$234.82 |
| m. Olga Bazhenova -\$61.93 | n. GMAC -\$271.02 |
| o. Douglas M. Paradore -\$34.14 | p. Financial Ser Veh Trust -\$238.25 |
| q. Antonio Santos -\$5.67 | r. Melvin Hathorn -\$25.63 |
| s. Paul E. McFarlin Jr. -\$35.80 | t. Olga Bazhenova -\$61.93 |
| u. Sebastian Carta -\$14.29 | v. Heather Westcott -\$920.88 |
| w. Delores A. James -\$42.05 | x. Stanley E. Schulman -\$134.02 |
| y. Leo E. Day -\$186.62 | z. Bottling Group LLC- \$372.89 |
| aa. Helene & Stanley Schulman -\$113.58 | bb. Nancy C. King -\$11.43 |

Motion made by A. Waters seconded by R. Newton to approve tax refunds a - bb.

Amended Motion made by R. Newton seconded by A. Varricchio and *unanimously carried* to remove item t.

Main Motion carried.

Aye: A. Halibozek, A. Varricchio, J. Flanders, R. Newton, A. Waters, A. Spotts
Abstained: P. Ahlquist (only on item k)

2. Authorize First Selectman to sign MOA between the State of Connecticut, Department of Emergency Management & Homeland Security (DEMHS) and the Town of Cromwell, located in DEMHS Region 3, regarding State Use of Funding Granted by the Department of Homeland Security.

Motion made by R. Newton seconded by A. Waters and *unanimously carried* to authorize First Selectman to sign MOA between the State of Connecticut, Department of Emergency Management & Homeland Security (DEMHS) and the Town of Cromwell, located in DEMHS Region 3, regarding State Use of Funding Granted by the Department of Homeland Security.

3. Approve 2009-2010 interdepartmental transfers, as attached to the minutes.
Motion made by R. Newton seconded by A. Spotts and *unanimously carried* to approve 2009-1010 interdepartmental transfer as attached.

4. Appropriate \$45,000 within the CNR Fund for the purchase of a replacement SUV for the Police Department.

A short discussion followed. Mr. Waters asked who we would get insurance money from to purchase another vehicle since the Fire District has the same insurance carrier. Chief Salvatore stated that the insurance company would reimburse the town approximately \$36,000 for the cost of the vehicle and the contents. It looks like the total replacement cost will be in-between \$6,000 and \$7,000 that the insurance company won't cover. First Selectman Flanders stated that he would look into going after the construction company for funds that the insurance company doesn't cover if that is the board's wish. Ms. Halibozek inquired how old the pipes were and what the projected life of the pipes would be. Mr. Newton stated that they are asbestos pipes and he felt that the insurance company would go after the construction company to recoup their costs. Ms. Halibozek would like the town to see if the insurance company is successful and if so, the town should attempt to recoup its losses as well.

Motion made by A. Waters seconded by A. Halibozek and *unanimously carried* to appropriate \$45,000 within the CNR Fund for the purchase of a replacement SUV for the Police Department.

F. UNFINISHED BUSINESS

None

G. NEW BUSINESS

1. Grievance Step 3 (possible Executive Session)
 - a. Lori Labbadia, Records Clerk Cromwell Police Department

Matus, Re

From: Enzo Faienza [e.faienza@gmail.com]
Sent: Saturday, January 08, 2011 2:27 PM
To: Matus, Re
Subject: ZBA

Dear Re,

Good morning, Happy New Year. I hope all is well today and you had a nice weekend. I have a replacement for Chrisite for ZBA. After an emergency executive meeting of the executive board of the CRTC we unanimously voted Samantha Cahill to fill the vacated ZBA seat. Samantha, has been an asset to the RTC and she is a very hard worker. She has been on the CRTC for over a year now and has bee very active and involved. She is aware of the issues at hand in Town and will do a great job on ZBA. Can you please forward her name to the First Selectman and see if she can be added for this Wednesday's agenda. I know it short time but we really need to get her appointed because there has been an issue with getting a quorum for ZBA.

Samantha Cahill
164 Woodland Drive
Phone: 860-985-6704
Email: scahill06@yahoo.com

Thank you very much and have a great day.

Best Regards,
Enzo