



# TOWN OF KILLINGLY

OFFICE OF THE TOWN MANAGER  
172 Main Street  
Killingly, CT 06239  
Tel: 860 779-5335 Fax: 860 779-5382

9/11/2020 28 PM 3:27

## SPECIAL TOWN COUNCIL MEETING

**DATE: Tuesday, February 2, 2021**

**TIME: 7:00 PM**

**PLACE: 172 Main Street, Killingly  
(Council members Only)**

**Public can view the meeting on Facebook Live or Channel 22. Go to [www.killinglyct.gov](http://www.killinglyct.gov) click on Facebook Live**

**1. Call to Order**

**2. Roll Call**

**3. Interviews of board/commission applicants**

**4. Citizens' Statements and Petitions**

Pursuant to Governor's Executive Order 7B, all public comment can be emailed to [publiccomment@killinglyct.gov](mailto:publiccomment@killinglyct.gov) or mailed to Town of Killingly, 172 Main Street, Killingly, CT 06239 on or before the meeting. All public comment received prior to the meeting will be posted on the Town's website [www.killinglyct.gov](http://www.killinglyct.gov).

**5. Old Business - None**

**6. New Business**

- a. Proclamation recognizing Teacher of the Year for Killingly Public Schools
- b. Proclamation recognizing Teacher of the Year for St. James School
- c. Proclamation recognizing Teacher of the Year of Ellis Technical School
- d. Consideration and action on a resolution regarding the use of federal fiscal year 2020 State Homeland Security Grant Funding and Custodial Ownership of Regional Assets in DEMHS Region 4.

**7. Executive Session - None**

**8. Adjournment**

Visit us at: [www.Killinglyct.gov](http://www.Killinglyct.gov)

This institution is an equal opportunity provider and employer.

## Interview Candidates for Boards and Commissions

### **Appointments:**

The following candidates are scheduled to be interviewed at 7:00 p.m. for the follow positions:

#### ***Planning & Zoning Commission***

There is currently 1 Regular vacancy.

The Regular term would run 1/2018 to 12/2021.

#### **Matthew Wendorf, 98 Breakneck Hill Road, Killingly**

Mr. Wendorf is interested in being appointed as a Regular member of the Planning & Zoning Commission. Mr. Wendorf has been serving as an Alternate member since April 2017. He's had consistent attendance throughout his tenure.

### **Reappointments:**

#### ***WPCA***

#### **Andrew Danna, 1809 Upper Maple Street, Killingly**

Mr. Danna is seeking reappointment as a Regular member of the WPCA. Mr. Danna has been serving as a regular member since March 2018. He's had consistent attendance throughout his tenure.



# TOWN OF KILLINGLY

TOWN MANAGER'S OFFICE  
172 Main Street, Killingly, CT 06239  
Tel: 860-779-5335 Fax: 860-779-5382

## FOR OFFICE USE ONLY

Interview Date:

Interview Time:

Action Taken:

All Actions Completed: ☐ Yes ☐ No

## Boards & Commissions Questionnaire

Date: 12/21/20

Name: MATTHEW WENDORF

Residence Address: 98 BREAKNECK HILL ROAD, DAYVILLE, CT 06241

Mailing Address: SAME

Occupation: ARCHITECT

Phone Number: Home: --- Business: --- Cell: 860 792 1292

E-Mail Address: matthew@wendorf.co

1. How long have you lived in Killingly? 25 YEARS
2. Are you a registered voter of the Town of Killingly? ☒ Yes ☐ No:
3. What is your party affiliation? ☒ Republican ☐ Democrat ☒ Unaffiliated/Other →
4. Which Board or Commission appointment are you seeking? PLANNING & ZONING COMMISSION MEMBER
5. Would you prefer a regular position, alternate position, or it doesn't matter. (Please circle one)
6. Why are you seeking appointment to this Board or Commission? I AM CURRENTLY AN ALTERNATE SINCE 2017 & WOULD LIKE TO BECOME OFFICIAL MEMBER.
7. What is your experience or knowledge regarding this Board or Commission? I HAVE BEEN PART OF THIS BOARD
8. State your philosophy in regard to this Board or Commission: I WOULD LIKE TO ENSURE THE TOWN I GREW UP IN REMAINS & GROWS IN A SIMILAR RURAL COMMUNITY.
9. Boards and Commissions meet a minimum of 15 times per year; more if there are special meetings or projects. Therefore, it is required for all members to be in attendance to insure a quorum. Are you able to devote this amount of time? ☒ Yes ☐ No

Boards & Commissions Questionnaire  
Page 2

10. Have you attended any meetings of the Board or Commission for which you are seeking an appointment? ☒ Yes ☐ No

If yes, how many times in the past twelve months? DUE TO COVID I REDUCED  
MEETINGS REQUIRED APPROX 10 MTNGS.

11. Would there be a possible conflict of interest if you were appointed to this Board or Commission? ☐ Yes ☒ No

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_

12. Have you ever come before or dealt with the Board or Commission to which you are seeking appointment? ☐ Yes ☒ No

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Have you ever served on a local government Board or Commission in this or any other town?

☒ Yes ☐ No

If yes, please explain: JUST THIS P & Z BOARD.  
\_\_\_\_\_

14. If no openings exist on the Board or Commission to which you are seeking appointment, would you accept an alternate Board or Commission? ☒ Yes ☐ No

If yes, please list the Board(s) or Commission(s) in priority order:

1. PLANNING & ZONING.
2. \_\_\_\_\_
3. \_\_\_\_\_

IF ADDITIONAL SPACE IS NEEDED, PLEASE CONTINUE ON REVERSE SIDE. RETURN TO: KILLINGLY TOWN MANAGER, 172 MAIN STREET, KILLINGLY, CT 06235. PLEASE CALL IF YOU HAVE ANY QUESTIONS: 860-779-5334.



# TOWN OF KILLINGLY

## TOWN MANAGER'S OFFICE

172 Main Street, Killingly, CT 06239  
Tel: 860-779-5335 Fax: 860-779-5382

### BOARDS & COMMISSIONS REAPPOINTMENT QUESTIONNAIRE

DATE:

1/20/2021

NAME:

ANDREW DANNA

*Please fill in the following information to help us keep our information current.*

ADDRESS:

1809 Upper Maple Street DAYVILLE CT  
06241

PHONE:

Home:

Business and/or Cell: 860-208-1901

PARTY AFFILIATION:

☐

Republican

☐

Democrat

☒

Unaffiliated/Other

Are you a registered voter?

☒

Yes

☐

No

You are currently a member of the (name commission)

WPCA

Your membership term is due to expire

Oct 2020

Do you wish to be appointed to this Board/Commission as a Member for a 3 year term?

☒

Yes

☐

No

Signature

Date

1/20/2021

Attendance Current Year

(2020) Missed 2 out of 11 meetings

Attendance Previous Year

2019 ?

Please return this form to the Town Manager's Office by mail or faxing to 860-779-5382

no later than: JANUARY 29, 2021

Agenda Item #6a

PROCLAMATION HONORING  
Meg McCulloch  
KILLINGLY PUBLIC SCHOOLS  
2021 TEACHER OF THE YEAR

**WHEREAS**, Meg McCulloch earned her Master of Education in Technology from Central Connecticut State University in 1998 and was hired as a teacher at Killingly Public Schools in 1998; and

**WHEREAS**, in addition to her duties as a teacher, Meg has served as a driving force behind the *KIS Autodesk Make It Real Grant* in 2019 with her creative and technical skills creating the video submission for the national grant in which KIS was the Grand Prize winner; and

**WHEREAS**, Meg takes an active role in the lives of her students, families, and staff encouraging them to grow with diversity, her unique way of communicating ties them all together, she encourages them to become active and independent learners and to be creative, critical thinkers and problem-solvers; and

**WHEREAS**, Meg works in unity with her colleagues to continually enhance the environment for both students and teachers she is passionately dedicated and when faced with challenges and difficult times, Meg used her extensive training and technical background to bridge their community together serving as a role model for both her peers and her students' education; and

**WHEREAS**, Meg's passion for teaching is evident in everything she does including but not limited to the social and emotional health of her students, creating a safe environment where she is an ally and advocate; and

**NOW, THEREFORE, BE IT PROCLAIMED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY** that Meg McCulloch be publicly recognized for her exemplary service, extensive experience and excellent teaching skills and for the well-earned distinction and respect she has received from her students and peers as the 2021 Killingly Public Schools Teacher of the Year; and

**BE IT FURTHER PROCLAIMED** that she be commended for her devotion to her students, their families, the School District, and the community.

Presented this 2nd day of February 2021 by the  
KILLINGLY TOWN COUNCIL

PROCLAMATION HONORING

Blythe Erica Hanley

ST. JAMES SCHOOL

2021 TEACHER OF THE YEAR

**WHEREAS**, Blythe Erica Hanley has served as a passionate and vibrant educator at St. James School for thirteen years; and

**WHEREAS**, Blythe is a seventh grade Math and Science teacher who demonstrates Spiritual Leadership and implements the beliefs and values of the school's Mission Statement; and School Expectations for Learning; and

**WHEREAS**, Blythe models the school's mission in his Christian values, gladly performing her duties with patience, kindness, flexibility, dedication, and compassion; and

**WHEREAS**, Blythe works diligently with other school personnel to create a positive professional environment which focuses on the needs of the students and their families, acting as the primary motivator in all circumstances and promotes collaboration between the school, home, and community; and

**WHEREAS**, Blythe designs imaginative, engaging, educationally sound lessons for all her students and communicates frequently and intelligently with parents, administration, and other community members with her 'Sneak a Peek at 5<sup>th</sup> Grade' newsletters; and

**WHEREAS**, Blythe has assisted in organizing the St. James Chapter of National Junior Honor Society and acts as their advisor promoting the qualifications of Scholarship, Service, Leadership, Character and Citizenship; and

**NOW, THEREFORE, BE IT PROCLAIMED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY** that Blythe Erica Hanley be publicly recognized for her exemplary service and the well-earned distinction and respect she receives from her students and colleagues as the 2021 St. James School Teacher of the Year; and

**BE IT FURTHER PROCLAIMED** that she be commended for her devotion to her students, their families, their school, and the community.

Presented this 2nd day of February 2021 by the  
KILLINGLY TOWN COUNCIL

Agenda Item #6c

PROCLAMATION HONORING  
Cassandra Green  
Harvard H. Ellis Technical High School  
2021 TEACHER OF THE YEAR

**WHEREAS**, Cassandra Green earned her Bachelor of Arts in Education from University of Connecticut and was hired as an English and Language Arts teacher at Harvard H. Ellis Technical High School in 2013; and

**WHEREAS**, in addition to Cassandra's duties as a teacher and her endless hours in the Language Lab for Trade Literacy, Cassandra is a mentor for *T.E.A.M.*, the advisor for *National Honor Society*, and *E.T.C (Ellis Tech Cares) Club*; and

**WHEREAS**, Cassandra takes an active role in the lives of her students inspiring them to think, read, write and express themselves through various forms and genres of literature. Cassandra has focused on their development in skills that will promote thought, creativeness, and understanding; and

**WHEREAS**, Cassandra's dedication and her craft of teaching allows her to open the minds of her students, influences their days for their future, and creates an environment where she is an ally and advocate; and

**NOW, THEREFORE, BE IT PROCLAIMED BY THE TOWN COUNCIL OF THE TOWN OF KILLINGLY** that Cassandra Green be publicly recognized for her exemplary service, extensive experience and excellent teaching skills and for the well-earned distinction and respect she has received from her students and peers as the 2021 Harvard H. Ellis Technical High School Teacher of the Year; and

**BE IT FURTHER PROCLAIMED** that she be commended for her devotion to her students, their families, the school, and the community.

Presented this 2nd day of February 2021 by the  
KILLINGLY TOWN COUNCIL



Agenda Item# 6 (d)

**ITEM: Consideration and action on a resolution regarding the use of federal fiscal year 2020 State Homeland Security Grant Funding and Custodial Ownership of Regional Assets in DEMHS Region 4**

**ITEM SUBMITTED BY:** Mary T. Calorio, Town Manager

**FOR COUNCIL MEETING OF:** February 2, 2021

**TOWN MANAGER APPROVAL:**

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

- I. Details state use of local Homeland Security funds and the administration of the DEMHS Region 4 Homeland Security Grant Program;
- II. Details the terms of custodial ownership of assets purchased with regional Homeland Security funds.

A new resolution is needed as the State has change the name of the State division to be reflected in the resolution. We need to have a new resolution for the signage of the Grant application that needs to be submitted by February 9, 2021.

**FINANCIAL SUMMARY:** N/A

**STAFF RECOMMENDATION:** Approval of the Resolution

**TOWN ATTORNEY RECOMMENDATION:** N/A

**COUNCIL ACTION DESIRED:** Action on the Resolution

**SUPPORTING MATERIALS:** HSGP MOA 2020

**AUTHORIZING RESOLUTION OF THE**

**Killingly Town Council**

**CERTIFICATION:**

I, Elizabeth Wilson, the Town Clerk of Town of Killingly, do hereby certify that the following is a true and correct copy of a resolution adopted by the Killingly Town Council at its duly called and held meeting on February 2, 2021, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

**RESOLVED**, that the Town of Killingly may enter into with and deliver to the **State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security** any and all documents which it deems to be necessary or appropriate; and

**FURTHER RESOLVED**, that Mary T. Calorio, as Town Manager of the Town of Killingly, is authorized and directed to execute and deliver any and all documents on behalf of the Town Council of the Town of Killingly and to do and perform all acts and things which he/she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

The undersigned further certifies that Mary T. Calorio now holds the office of Town Manager and that he/she has held that office since March 11, 2019.

IN WITNESS WHEREOF: The undersigned has executed this certificate this    day of February 2021.

Elizabeth Wilson, Town Clerk

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



**FFY 2020 STATE HOMELAND SECURITY GRANT PROGRAM  
Region 4 MEMORANDUM OF AGREEMENT**



**Data Sheet**

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

**THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY**

**Step 2-After populating the document, print out entire MOA and obtain the correct signatures as outlined by the completion checklist on the following page.**

**Town Information:**



<b>Person Completing Document:</b>	Mary T. Calorio
<b>Municipality Name:</b>	TOWN OF KILLINGLY
<b>Town CEO Name:</b>	Mary T. Calorio
<b>Town CEO Title (ie. Mayor):</b>	Town Manager

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

**Point of Contact Information:**



<b>POC Name &amp; Title:</b>	Mary T. Calorio	Town Manager
<b>Address:</b>	172 Main Street, Killingly CT 06239	
<b>Email:</b>	mcalorio@killinglyct.gov	
<b>Phone:</b>	860-779-5335	
<b>Fax:</b>	860-779-5382	



FFY 2020 STATE HOMELAND SECURITY GRANT  
PROGRAM Region 4 MEMORANDUM OF AGREEMENT  
CHECKLIST



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

1.

Instructions for: TOWN OF KILLINGLY

Received by: Mary T. Calorio

**For the MOA:**

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

☐ **Authorizing Resolution Attached**

The Blanket Resolution Template includes the recommended language for the resolution. If you do not use this template, the resolution must reference the FFY 2020 Homeland Security Grant Program.

No other resolutions will be accepted.

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

Once complete, mail or email the complete MOA package to: **James Butler, Executive Director, Southeastern CT Council of Governments, 5 Connecticut Avenue, Norwich, CT 06360**

2.

Instructions for the Southeastern CT Council of Governments

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

**Review and Signature**

- ☐ The Chief Executive Officer has signed and dated the agreement.
- ☐ The Chief Executive Officer's name and title has been typed in the space provided.
- ☐ The Region 4 REPT Chair has signed and dated the agreement.
- ☐ The Region 4 REPT Chair's name has been typed in the space provided.
- ☐ All of the items listed on this checklist have been completed and are correct.

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

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

**DUE DATE: October 20, 2020**

# MEMORANDUM OF AGREEMENT

## REGARDING USE OF FEDERAL FISCAL YEAR 2020 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 4

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

#### **A. Introduction**

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

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF KILLINGLY, the Southeastern CT Council of Governments (Fiduciary) and the Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2020 State Homeland Security Grant Program (SHSGP), Award No. EMW-2020-SS-*pending*. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Advisory Council, through its Homeland Security Working Group, has approved the allocation formula for grant funds available under the SHSGP;
4. DESPP/DEMHS is retaining pass-through funds from 2020 SHSGP in the total amount of \$1,654,801 on behalf of local units of government, for the following eight regional set-aside projects designed to benefit the state's municipalities:
  - a. Regional Collaboration;
  - b. Enhancing Information and Intelligence Sharing and cooperation with Federal Agencies, including DHS;
  - c. Addressing Emergent Threats;
  - d. Capitol Region Metropolitan Medical Response System - MMRS;
  - e. Medical Preparation and Response; and
  - f. Citizen Corps. Program;
  - g. Enhancing Cyber Security; and,
  - h. Enhancing Protection of Soft Targets and Crowded Places.
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 4 including TOWN OF KILLINGLY – has created, and established bylaws for, the Region 4 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 4.
6. TOWN OF KILLINGLY is eligible to participate in those Federal Fiscal Year 2020 SHSGP regional allocations made through the Region 4 REPT and not included in the set-aside projects, in the amount of \$382,156.80 for Region 4 which will be made available to the jurisdictions in Region 4 in the manner recommended by the Region 4 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.

#### **B. Purpose of Agreement**

The SAA and TOWN OF KILLINGLY enter into Part I of this MOA authorizing the SAA to act as the agent of TOWN OF KILLINGLY and allowing the SAA to retain and administer grant funds provided under 2020 SHSGP for the eight regional set-aside projects listed above, and also for The Southeastern CT Council of Governments to provide the financial and programmatic oversight described below.

#### **C. SAA and TOWN OF KILLINGLY Responsibilities.**

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

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

2020 SHSGP consistent with the 2020 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. TOWN OF KILLINGLY agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the eight regional set-aside projects listed above.

**D. Southeastern CT Council of Governments & TOWN OF KILLINGLY Responsibilities.**

TOWN OF KILLINGLY also agrees to allow the Southeastern CT Council of Governments to provide financial and programmatic oversight of the Federal Fiscal Year 2020 regional allocation not included in the eight regional set-aside projects in the amount of \$382,156.80 targeted to member municipalities in DEMHS Region 4 and recommended through the Region 4 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 4 REPT and DEMHS.

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

**A. Introduction**

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

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF KILLINGLY, the Southeastern CT Council of Governments (Fiduciary), and the DEMHS Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. TOWN OF KILLINGLY has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of TOWN OF KILLINGLY, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
4. The parties also agree that TOWN OF KILLINGLY may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2020 grant funds, as approved by the Region 4 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 4 REPT.
5. The Region 4 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. The Southeastern CT Council of Governments (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 4 for Federal Fiscal Year 2020.

**B. Purpose.**

DESPP/DEMHS, the Region 4 REPT, Southeastern CT Council of Governments (Fiduciary), and TOWN OF KILLINGLY, enter into Part II of this MOA regarding asset(s) for which TOWN OF KILLINGLY agrees to be the custodial owner, and which are described in the approved 2020 Subgrant Application and will be added to this MOA as Appendix A.

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

**1. Definitions.**

As used in this MOA:

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

**2. Responsibilities of DESPP/DEMHS and Southeastern CT Council of Governments (Fiduciary)**

In its role as SAA, DESPP/DEMHS will subgrant funds to Southeastern CT Council of Governments which, as the Region 4 Fiscal Agent, will procure the asset(s) listed in their approved Subgrant Application (which will be added to Appendix A).

**3. Appendix A.**

The parties agree that decisions regarding the placement of regional assets in TOWN OF KILLINGLY may be made after the execution of this agreement and that Appendix A shall be completed accordingly. TOWN OF KILLINGLY agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that Appendix A must be signed by the DEMHS Deputy Commissioner, the chair of the Region 4 REPT, and the Chief Executive Officer, or his/her designee, of TOWN OF KILLINGLY.

**4. Responsibilities of Custodial Owner**

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

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

**5. Responsibilities of the REPT.**

The Region 4 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), TOWN OF KILLINGLY is furthering regional collaboration and mutual aid on behalf of all of the members of Region 4.

**6. Assignment of Asset(s).**

If TOWN OF KILLINGLY does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DESPP/DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DESPP/DEMHS will provide 60 days' notice before re-assigning the asset.

**III. GENERAL TERMS OF AGREEMENT APPLICABLE TO ALL PARTS OF THIS MEMORANDUM OF AGREEMENT****A. Effective Date.**

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

**B. Authority to Enter Agreement.**

DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the DESPP/DEMHS pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The Municipality of TOWN OF KILLINGLY is authorized to enter into this agreement through its Chief Executive Officer, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

**C. Duration of Agreement.**

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by the SAA, giving TOWN OF KILLINGLY written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

**D. Amendment of the Agreement.**

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

**E. Litigation.**

The Parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this MOA before referring the matter to any other person or entity for settlement. The Parties agree that any disputes under Part II, Paragraph C.6 shall be resolved by DEMHS. The Parties also agree that the sole and exclusive means for the presentation of any claim against the State, including the SAA, arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Parties further agree not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

**F. State Liability.**

The Parties agree to indemnify and hold harmless the State of Connecticut with regard to the activities described within this MOA, and recognize that the State does not waive its right to sovereign immunity with regard to any provision of this MOA. The State of Connecticut assumes no liability for funding under the terms of this MOA until TOWN OF KILLINGLY, through the Region 4 REPT, is notified by the SAA that this MOA has been approved and executed by DEMHS and by any other applicable state agency.



**G. Confidential Information**

**a. Confidential Information:** Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DESPP/DEMHS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

**b. Confidential Information Breach:** Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

**H. Audit Compliance.**

If TOWN OF KILLINGLY through the Region 4 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then TOWN OF KILLINGLY must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut Statutes §7-396a and 396b, and the State Single Audit Act § 4-230 through 236 inclusive, and the regulations promulgated thereunder. TOWN OF KILLINGLY agrees that all fiscal records, if any, pertaining to the projects shall be maintained for a period of not less than three (3) years from the date of the signing of this MOA. Such records will be made available to state and/or federal auditors upon request.

**I. Lobbying, Debarment, and Suspension.**

TOWN OF KILLINGLY commits to compliance with the requirements under 28 CFR Part 66 (Uniform Administrative Requirements for Grants to States); 28 CFR Part 69, New Restrictions on Lobbying; 28 CFR Part 67, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug Free Workplace (Grants); Office of Management and Budget (OMB) Circular A-87, addressing cost principles for grants to state and local governments; 28 CFR Part 70 (Common Rules for Administrative Requirements for Grants to Non-Profits); OMB Circulars A-122 and A-21 addressing Cost Principles for Grants to Non-Profit Entities and requirements included in the Department of Homeland Security Office of Grants and Training Financial Guides.

**J. Executive Orders.**

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree and abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. TOWN OF KILLINGLY agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to the provision of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 adopting a zero tolerance policy for workplace violence, and as such, this contract may be cancelled terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part thereof. The parties agree to abide by such Executive Order. The contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service. This contract may also be subject to Executive Order No. 14 and Executive Order No. 49. Executive Order of Governor M. Jodi Rell, promulgated April 17, 2016, concerning procurement of cleaning products and services. Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions.

**K. Non-Discrimination Clause.**

In accordance with Public Act 88-351, the Town agrees and warrants that, (a) For the purposes of this section, "minority business enterprise" means any small grantee or supplier of materials fifty-one percent or more of the capital stock, if any, or asset(s) of which is owned by person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sect. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of the section, "Commission" means the Commission on Human Rights and Opportunities. For purposes of this section, "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway, or other changes or improvements in real property, or which is financed in whole or in part by the State, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

The Town agrees and warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group or persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.

The Town further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved: the Town agrees, in all solicitations or advertisements for employees placed by or on behalf of the Town, to state that it is an "affirmative action – equal opportunity employer" in accordance with the regulations adopted by the Commission; the Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract of understanding and each vendor with which Town has a contract of understanding, a notice to be provided by the Commission advising the labor union of workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Town agrees to comply with each provision of this section and Conn. Gen. Stat. Sect. 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sect. 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; the Town agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission, permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the Town agrees and warrants that he will make good faith efforts to employ minority business enterprises as subgrantees and suppliers of materials on such public works project.

Determination of the Town's good faith efforts shall include but shall not be limited to the following factors: The Town's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

The Town shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The Town shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation or a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer, unless exempted by regulations or orders of the Commission. The Town shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Conn. Gen. Stat. Sect. 47a-56, as amended by Section 5 of Public Act 89-253; provided, if such Town becomes involved in, or is threatened with litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation prior thereto to protect the interest of the State and the State may so enter.

The Town agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Pursuant to Public Act 89-227, as amended, as of January 1, 1991, no agency of the State of Connecticut may purchase new products packaged in or composed in whole or part of polystyrene foam if such foam is manufactured using chlorofluorocarbons (CFC). Manufacturers are required by the Act to provide information regarding the CFC content of polystyrene foam used in such products or packaging to any person selling the product who requests such information. By submitting an offer to sell to or accepting an order from the State of Connecticut the vendor certifies that no CFC are used in the manufacture of polystyrene foam contained in such products or packaging.

**L. Non-discrimination on the Grounds of Sexual Orientation.**

1. The Town agrees/warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
2. The Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract or understanding and each vendor with which such Town has a contract or understanding and each vendor with which such Town or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Town's commitments under this section, and to post

copies of the of the notice in conspicuous places available to employees and applicants for employment;

3. The Town agrees to comply with each provision of this Section and Sections 46a-68f of the General Statutes and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the General Statutes;
4. The Town agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and Section 46a-56 of the General Statutes.
5. The Town shall include the provisions of paragraph (1) of this addendum in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such actions with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Section 46a-56 of the General Statutes; provided, if such Town becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such litigation by the Commission, the Town may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

**M. Points of Contact.**

<b>1. The Point of Contact for the SAA</b>	
<b>Name &amp; Title:</b> Deputy Commissioner Regina Y. Rush-Kittle	
<b>Address:</b> 1111 Country Club Road, Middletown, CT 06457	
<b>Emails:</b> <a href="mailto:regina.rush-kittle@ct.gov">regina.rush-kittle@ct.gov</a> and <a href="mailto:rita.stewart@ct.gov">rita.stewart@ct.gov</a>	<b>Phone:</b> 860-685-8531
	<b>Fax:</b> 860-685-8902
<b>2. The Point of Contact for TOWN OF KILLINGLY</b> (Please fill in the following fields)	
<b>Name &amp; Title:</b> Mary T. Calorio <span style="float: right;">Town Manager</span>	
<b>Address:</b> 172 Main Street, Killingly CT 06239	
<b>Email Address:</b> <a href="mailto:mcalorio@killinglyct.gov">mcalorio@killinglyct.gov</a>	<b>Phone:</b> 860-779-5335
	<b>Fax:</b> 860-779-5382

**N. Other provisions.**

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or TOWN OF KILLINGLY. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the dates written below:

**THE TOWN OF KILLINGLY**

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

Its Chief Executive Officer  
Duly Authorized  
Typed Name &  
Title: Mary T. Calorio

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

Town Manager

**SOUTHEASTERN CONNECTICUT COUNCIL OF GOVERNMENTS**

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

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

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

**MOA THE Region 4 REGIONAL EMERGENCY PLANNING TEAM**

By:

Date:

Its Chair  
Duly Authorized  
Typed Name: \_\_\_\_\_

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

Date:

By:

Regina Y. Rush-Kittle  
Duly Authorized