

CURTIS RAND  
FIRST SELECTMAN

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Christian Williams  
Donald Mayland  
Selectmen

Town Hall  
P.O. Box 548  
27 Main Street  
Salisbury, Connecticut 06068

## **BOS – Minutes – 1.3.2022**

The Board of Selectmen Regular Meeting minutes of January 3, 2022.

**Present:** Curtis Rand, First Selectman; Christian Williams, Selectman; Donald Mayland, Selectman; Emily Egan, Secretary; members of the press and public.

The meeting was **called to order** at 5:00pm.

D. Mayland made a motion to **approve the agenda with the addition of (#5c.) Appointment of Emily Egan, as Open Burn Official**. C. Williams seconded, and the motion was approved unanimously.

C. Williams made a motion to approve the **Regular Meeting minutes of December 6, 2021**. D. Mayland seconded, and the motion was approved unanimously.

### **First Selectman Report**

C. Rand thanked Jeff Clark, his crew, the Highway Department and Pat Hackett for their work and engineering on the Factory Pond dam reconstruction.

C. Rand mentioned the recent surge in COVID cases and plans for distribution of at-home test kits that the Town received from the state. The Town received a limited supply of kits that were distributed to essential workers in businesses and town that engage with the public, the ambulance and fire company, schools and day care. The Emergency Management Coordinator will work on distributing the kits to others once they receive more kits. He also mentioned that Sharon Hospital now has a mobile unit on Tuesdays and Thursdays, where PCR testing is available. More information is on the Town website.

### **New Business:**

- a. The Town was asked to authorize a resolution and to complete the FFY 2021 State Homeland Security Grant Program and Region 5 Memorandum of Agreement. C. Williams read the resolution (See Attached), and made a motion to approve the Town signing of the agreement. D. Mayland seconded, and the motion was approved unanimously.

"RESOLVED, that the Town of Salisbury 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 Curtis G. Rand, as First Selectman of the Town of Salisbury, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Salisbury 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."

- b. Certified Resolution for State Historic Preservation grant for CNE train station building. C. Rand mentioned that he has spoken with the State Historic Preservation Office and as a municipality we would be eligible for state funding to restore elements of the building.

C. Williams made a motion to execute the following resolution for the State Historic Preservation grant for the CNE train station building in Lakeville. “RESOLVED, that Curtis G. Rand, who is the First Selectman of the Town of Salisbury, is empowered to execute and deliver in the name and on behalf of the Town of Salisbury a certain contract with the State of Connecticut, Department of Economic and Community Development, and to affix the corporate seal, if any.”

- c. D. Mayland made a motion to appoint Emily Egan as Open Burn Official (Term Expires - Jan 31, 2026). C. Williams seconded, and the motion was approved unanimously.

#### **Old Business:**

- a. The Selectmen discussed the Train/Railroad Station Depot building and the multiple proposals that have been submitted for the building in Lakeville and unanimously decided that all planning should be pursued once the current neighborhood projects that are underway or proposed have been addressed and that at this time maintenance and restoration of the building will be pursued. C. Rand mentioned that he has had discussions with staff at the State Historic Preservation Office (SHPO) about funding sources and restoration grants for the building and the Town is eligible such funding. Susan Galluzzo spoke on behalf of the Lakeville Community Conservancy, Inc., about a proposal she had submitted in December. (See Attached). The proposal included two parts: rehabilitation of the building and proposed use. Planning & Zoning Chairman Michael Klemens, submitted a letter to the Board of Selectmen recognizing the need to restore and seek adaptive reuse of the building. (See Attached) Chris Brennan spoke on behalf of the Salisbury Association and mentioned that they had already had a structural engineer’s report completed on the building as well as HVAC, asbestos removal, and painting. The Selectmen decided to meet with groups at the building mid-January to go over the reports and decide on next steps for rehabilitating the building.
- b. Reflections for 2022:
  - The Selectmen mentioned that the Pope Land Design Committee will be interviewing two firms for a planner for the Pope property on Jan. 6<sup>th</sup>.
  - The Salmon Kill Bridge project should begin summer of 2022.
  - The Selectmen are working on finding members to join the new advisory Conservation Commission.
  - The Selectmen are working on plans to allocate funding from the American Rescue Plan Act. Another expenses that has come up is the need for a new lift at the Town Garage.

**Selectmen Reports** – There were none at this time.

**Citizen Comments** – There were none at this time.

**Adjourn:** 5:58pm.



## AUTHORIZING RESOLUTION OF THE

### Town of Salisbury

#### CERTIFICATION:

I, Patricia H. Williams, the Town Clerk of the Town of Salisbury, do hereby certify that the following is a true and correct copy of a resolution adopted by Board of Selectmen at its duly called and held meeting on January 3, 2022, 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:

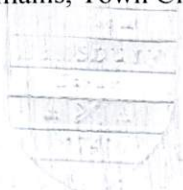
RESOLVED, that the Town of Salisbury may enter into with and deliver to the **State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security** any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Curtis G. Rand, as First Selectman of the Town of Salisbury, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Salisbury 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 Curtis G. Rand now holds the office of First Selectman and that he has held that office since November 2005.

IN WITNESS WHEREOF: The undersigned has executed this certificate this 11th day of January, 2022.

Patricia H. Williams, Town Clerk, Town of Salisbury





**FFY 2021 STATE HOMELAND SECURITY GRANT  
PROGRAM Region 5 MEMORANDUM OF  
AGREEMENT  
Data Sheet**



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

**THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY**

**Step 2- After populating the document, obtain the correct signatures as outlined by the completion checklist on the following page. Digital and /or scanned signatures can be used, no hardcopy/original signatures are required.**

**Town Information:**



<b>Person Completing Document:</b>	Curtis Rand
<b>Municipality Name:</b>	TOWN OF SALISBURY
<b>Town CEO Name:</b>	Curtis Rand
<b>Town CEO Title (ie. Mayor):</b>	First Selectman

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

**Point of Contact Information:**



<b>POC Name &amp; Title:</b>	Curtis Rand, First Selectman
<b>Address:</b>	27 Main Street, PO BOX 548, Salisbury, CT 06068
<b>Email:</b>	crand@salisburyct.us
<b>Phone:</b>	860-435-5170
<b>Fax:</b>	860-435-5172



**FFY 2021 STATE HOMELAND SECURITY GRANT PROGRAM  
Region 5 MEMORANDUM OF AGREEMENT CHECKLIST**

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

**1.****Instructions for: TOWN OF SALISBURY**

Received by: Curtis Rand

**For the MOA:**

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

☐ **Authorizing Resolution Attached**

The Blanket Resolution Template includes the recommended language for a resolution. If the information on a blanket resolution signed in a prior year is still valid, the town clerk can verify the accuracy, sign and seal the resolution. In order for a raised seal to be visible in a scan, please rub a pencil over the seal. If a Blanket Resolution is not used, the resolution must reference the FFY 2021 Homeland Security Grant Program. No other resolutions shall be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2021 HSGP funds by the REPT. (Sample attached, the Fiduciary will complete this form for custodial owners of equipment purchased under the FY 2021 Homeland Security Grant Program)

**Once complete, e-mail (no hard copies need to be sent) the complete MOA package (MOA and resolution) to: Robert Phillips, Executive Director, NHCOC, Region 5 Fiduciary: [rphillips@northwesthillscog.org](mailto:rphillips@northwesthillscog.org)**

**2.****Northwest Hills Council of Governments**

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

**Review and Signature**

- ☐ The Chief Executive Officer has signed and dated the agreement.
- ☐ The Chief Executive Officer's name and title has been typed in the space provided.
- ☐ The Region 5 REPT Chair has signed and dated the agreement.
- ☐ The Region 5 REPT Chair's name has been typed in the space provided.
- ☐ All of the items listed on this checklist have been completed and are correct.

Submit completed MOAs and resolutions to your DESPP/DEMHS Program Manager by email on a quarterly basis.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2021 HSGP funds by the REPT. (Sample attached, Fiduciary will complete for custodial owners of equipment purchased under the FY 2021 Homeland Security Grant Program)

**DUE DATE:**

**Send to Regional Fiduciary on or before  
December 15, 2021**

# MEMORANDUM OF AGREEMENT

## REGARDING USE OF FEDERAL FISCAL YEAR 2021 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 5

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

#### A. Introduction

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

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF SALISBURY, Northwest Hills Council of Governments (NHCOG) (Fiduciary) and the Region 5 Regional Emergency Planning Team (Region 5 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2021 State Homeland Security Grant Program (SHSGP), Award No. EMW-2021-SS-00086. 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 2021 SHSGP in the total amount of \$1,725,204.20 on behalf of local units of government, for the following nine regional set-aside projects designed to benefit the state's municipalities:
  - 1) Regional Collaboration; 2) Enhancing Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS (National Priority Project); 3) Addressing Emergent Threats (National Priority Project); 4) Capitol Region Metropolitan Medical Response System -MMRs; 5) Medical Preparation and Response; 6) Citizen Corps. Program; 7) Enhancing Cybersecurity (National Priority Project); 8) Enhancing the Protection of Soft Targets/Crowded Places - allocation included in regional allocations- (National Priority Project); and, 9) Combatting Domestic Violent Extremism (National Priority Project).
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 5 including TOWN OF SALISBURY – has created, and established bylaws for, the Region 5 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 5
6. TOWN OF SALISBURY is eligible to participate in those Federal Fiscal Year 2021 SHSGP regional allocations made through the Region 5 REPT and not included in the set-aside projects (unless otherwise noted), in the amount of \$385,306.80 for Region 5 REPT which will be made available to the jurisdictions in Region 5 in the manner recommended by the Region 5 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.

#### B. Purpose of Agreement

The SAA and TOWN OF SALISBURY enter into Part I of this MOA authorizing the SAA to act as the agent of TOWN OF SALISBURY and allowing the SAA to retain and administer grant funds provided under 2021 SHSGP for the nine regional set-aside projects listed above, and also for NHCOG to provide the financial and programmatic oversight described below.

#### C. SAA and TOWN OF SALISBURY Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,725,204.20 in furtherance of the nine regional set-aside projects listed above.

TOWN OF SALISBURY agrees to allow the SAA to provide financial and programmatic oversight of the \$1,725,204.20 for the purpose of supporting the allocations and uses of funds under the

2021 SHSGP consistent with the 2021 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 SALISBURY agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the nine regional set-aside projects listed above.

**D. NHCOC and TOWN OF SALISBURY Responsibilities**

TOWN OF SALISBURY also agrees to allow NHCOC to provide financial and programmatic oversight of the Federal Fiscal Year 2021 regional allocation in the amount of \$385,306.80 targeted to member municipalities in DEMHS Region 1 and recommended through the Region 1 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 1 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 SALISBURY, the NHCOC (Fiduciary), and the DEMHS Region 5 Regional Emergency Planning Team ( Region 5 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. TOWN OF SALISBURY has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of TOWN OF SALISBURY, 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 SALISBURY may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2021 grant funds, as approved by the Region 5 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 5 REPT.
5. The Region 5 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. NHCOC (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 5 for Federal Fiscal Year 2021;

**B. Purpose.**

DESPP/DEMHS, the Region 5 REPT, NHCOC (Fiduciary), and TOWN OF SALISBURY, enter into Part II of this MOA regarding asset(s) for which TOWN OF SALISBURY agrees to be the custodial owner, and which are described in the approved 2021 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 NHCOC (Fiduciary)**

In its role as SAA, DESPP/DEMHS will subgrant funds to NHCOC which, as the Region 5 Fiscal Agent, will procure the asset(s) listed in their approved Subgrant Application (which will be added to Appendix A).

**3. Appendix A.**

The parties agree that decisions regarding the placement of regional assets in TOWN OF SALISBURY may be made after the execution of this agreement and that Appendix A shall be completed accordingly. TOWN OF SALISBURY agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that Appendix A must be signed by the DEMHS Deputy Commissioner, the chair of the Region 5 REPT, and the Chief Executive Officer, or his/her designee, of TOWN OF SALISBURY.

**4. Responsibilities of Custodial Owner**

TOWN OF SALISBURY 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 SALISBURY 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 SALISBURY'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 SALISBURY shall conform to the manufacturer's recommendations. If appropriate, TOWN OF SALISBURY shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of TOWN OF SALISBURY performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

**5. Responsibilities of the REPT.**

The Region 5 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), TOWN OF SALISBURY is furthering regional collaboration and mutual aid on behalf of all of the members of Region 5.



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

If TOWN OF SALISBURY 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 SALISBURY 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 SALISBURY 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 SALISBURY, through the Region 5 REPT, is notified by the SAA that this MOA has been approved and executed by DEMHS and by any other applicable state agency.

**G. Confidential Information**

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

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

**H. Audit Compliance.**

If TOWN OF SALISBURY through the Region 5 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then TOWN OF SALISBURY 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 SALISBURY 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 SALISBURY 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 SALISBURY agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to the provision of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 adopting a zero tolerance policy for workplace violence, and as such, this contract may be cancelled terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part thereof. The parties agree to abide by such Executive Order. The contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service. This contract may also be subject to Executive Order No. 14 and Executive Order No. 49. Executive Order of Governor M. Jodi Rell, promulgated April 17, 2016, concerning procurement of cleaning products and services. Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions.

**K. Non-Discrimination Clause.**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### M. Points of Contact.

1. The Point of Contact for the SAA	
Name & Title: Deputy Commissioner Regina Y. Rush-Kittle	
Address: 1111 Country Club Road, Middletown, CT 06457	
Email: <a href="mailto:regina.rush-kittle@ct.gov">regina.rush-kittle@ct.gov</a>	Phone: 860-685-8531
	Fax: 860-685-8902
2. The Point of Contact for TOWN OF SALISBURY (Please fill in the following fields)	
Name & Title: Curtis Rand, First Selectman	
Address: 27 Main Street, PO BOX 548, Salisbury, CT 06068	
Email Address: crand@salisburyct.us	Phone: 860-435-5170
	Fax: 860-435-5172

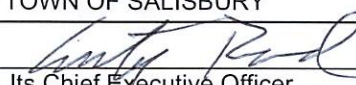
#### M. Other provisions.

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

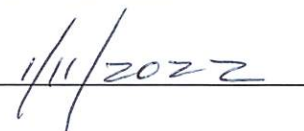
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

THE TOWN OF SALISBURY

By:

  
 Its Chief Executive Officer  
 Duly Authorized  
 Typed Name &  
 Title: Curtis Rand

Date:

  
 1/11/2022

First Selectman

The Northwest Hills Council of Governments (NHCOC)

By:

Its Chief Executive Officer  
 Duly Authorized  
 Typed Name

Date:



**THE REGION 5 REGIONAL EMERGENCY PLANNING TEAM**

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

Date:

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

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

Date:

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

Regina Y. Rush-Kittle  
Deputy Commissioner  
Duly Authorized

LAKEVILLE COMMUNITY CONSERVANCY, INC  
PO BOX 1306  
LAKEVILLE, CT 06039

December 6, 2021

Board of Selectmen  
Town of Salisbury  
Main Street  
Salisbury CT 06068

Dear Board:

The Board of the Lakeville Community Conservancy is writing to the town with regard to a two part proposals.

PROPOSAL TO UNDERTAKE AND OVERSEE THE REHABILITATION OF THE 1870  
LAKEVILLE RAILROAD BUILDING DEPOT

PROPOSAL PART ONE

The Lakeville Community Conservancy proposes that it undertake on behalf of the Community, a full rehabilitation of the 1870 Lakeville Railroad Station Depot.

It is well known that a building left unoccupied and under maintained for an extended period of time will begin to undergo and show considerable wear and tear., which this building has. The Depot has been vacant for approximately 4 years.

The importance of the Depot Building from an historic point of view has long been recognized by our local community, but also by the state of Connecticut and the federal government, given its designation as National Register building and its location in the Lakeville National Register Historic District, as well as the local district.

Using a combination of grants, private donations and support from local, state and federal sources, we would fund a Conditions Assessment pursuant to state historic guidelines predatory to a full rehabilitation of this charming and historic structure in the middle of our historic village. We work with state and local agencies as we develop the full and complete plan. We have already had discussions with Preservation Connecticut, the most highly respected state private preservation group in the state and also contacted one of the premier state firms that does Condition Assessments approved by the State Historic Preservation Office .

PROPOSAL PART TWO - PROPOSED USES OF HISTORIC BUILDING

As a successful not-for-profit civic organization dedicated to the health and vitality of the town of Salisbury with a focus on the village of Lakeville, we see a civic need for multiple uses for this building. Such uses for example would be: as a highly visible

center for local not-for profits such as the Lake Association and the Conservancy, a welcome center for the town as everyone passes by it when visiting the Grove where businesses could display brochures, as a summer locale for the Extras at the Salisbury Central School (as for some inexplicable reason, children are not allowed 90% of the time in the Seniors building, which very few people are aware), and a space to celebrate both the Lakeville National and Local Historic District, and the Lakeville Community Conservancy to continue its work in the village. Highlighting the Iron Ore History in the “place where it was given birth” would be a tremendous benefit to the community. The very significant Native American presence in Lakeville/ Salisbury deserves some long ignored attention as well.

To make this proposal an immediate action plan we, the Lakeville Community Conservancy, would like to step up immediately, lease part of the space and paint and refurbish the entire interior at our expense while starting the stabilization and rehabilitation process described above. The Historic Depot has long had history of being rented to non profits, e.g., Salisbury Visiting Nurse Association and Robin Hood radio for example. The town also leases space to other not for profits, the Salisbury Association, in another historic building in town, for example for a nominal sum.

We have received informal encouragement from you recently re our proposal and are now seeking to formalize the discussion.

We look forward to discussing the proposal with you.

The Board of the Lakeville Community Conservancy

To the Board of Selectmen:

The CNE train station is in need of restoration and adaptive reuse.

I would like to differentiate between the building and the parking areas and green space (lawn, brush) that surround the building.

The PZC recognizes that there is an urgent need to study the entire downtown Lakeville area to determine whether we can reconfigure the existing roads, parking spaces, and improve safety and walkability for pedestrians. This may include reconfiguring the patches of lawn surrounding the CNE station.

Please do not preclude our ability to study the area around the CNE station by making commitments concerning these areas in your grant application to the State or turning over these areas of lawn and brush to a private group for stewardship.

I would join you in person tonight except that I have a previous engagement.

Sincerely,  
Michael W. Klemens  
Chair  
Salisbury PZC