

EAST LYME BOARD OF SELECTMEN  
REGULAR MEETING MINUTES OF OCTOBER 21<sup>ST</sup>, 2015

PRESENT: Mark C. Nickerson  
Holly Cheeseman  
Marc Salerno  
Rose Ann Hardy  
Rob Wilson.

ALSO PRESENT: Dave Putnam, Director of Parks and Recreation  
Mike McDowell, Special Events Coordinator  
Attorney O'Connell  
Attorney Zamarka

ABSENT: Kevin Seery

1a. Mr. Nickerson called the meeting to order at 7:30 p.m. and led the Pledge.

1b. Additional Agenda & Consent Calendar Items

MOTION (1)

Ms. Cheeseman moved to add under 1b. a Proclamation to be delivered by the First Selectman honoring Andrew Brown, as well as Item 8. Executive Session- to discuss pending litigation and Attorney/Client privilege information.

Ms. Hardy seconded the motion. Motion passed 5-0.

Mr. Nickerson read the Proclamation into the record.

Mr. Nickerson detailed how seventeen year old, McCook's Lifeguard Andrew Brown helped a woman in distress this summer. He thanked Mr. Brown for his time, expertise and dedication. Mr. Brown remained calm in dire circumstances and exhibited great proficiency in his job. The Board of Selectmen thanked Mr. Brown for all of his hard work.

1c. Delegations

Joe Mingo of 397 Boston Post Road said that he is a proponent of a single elementary school. He detailed the feasibility study completed last year by Town residents, people from UCONN and an Architect. He said this committee made recommendations to the Board of Education which they disregarded. The original design was one school- a hub, with three wings. Mr. Mingo also spoke about the lack of racial diversity in the East Lyme School System. He said he is not adverse to investing money into schools but people should be able to vote on what they want and not only what the Board of Education wants. He added that the original plan was to renovate Lillie B. Haynes School and questioned how that changed to giving it back to the Town. He said that the Board of Education is not listening to people and there will be more forthcoming about this.

Ed Riozzi of 22 North Pine Street said he toured Lillie B. Haynes yesterday, is an excellent shape and well maintained. He said that it's a beautiful school with a nice campus layout. He said he also wanted to apologize because he was misinformed about the DEEP Permit he spoke about at the last meeting. No permit was issued for a floating dock on Grand Street but he hopes that the Selectmen will support putting in a dock at that locale. He said that in the meantime, the Town might consider renting a dock from one of the marinas and that James Gillespie of Harbor Hill Marina said he would be happy to accommodate such a request. Mr. Riozzi said that a dock would be an asset and enticement to visit Town- that it's a missed opportunity not having a dingy dock for Yachtsmen.

Robert Carlson of 68 Spring Glen Road said that he wanted to make one comment in regards to the discussion that previously occurred about Gateway. He said that it does not matter whether people who live at Gateway are owners or renters, they are residents all the same and should be treated as such.

David Godbout of 15 Cardinal Road detailed his numerous FOIA requests for Public Records which have not been addressed. He has requested to see Town legal bills, BOAA records and Police Department records. He said that much of what he has requested should be available in the Clerk's Office, which it is not. Mr. Godbout said that the Town has four days to respond to each FOIA request, that time has elapsed, and the Town is not in compliance. He said that since he has not received satisfaction he has taken to calling several of the Selectmen individually to no avail. He said that the Town is frustrating his appeal and that he is formally refileing his request this evening. Mr. Godbout said that they may feel like he is harassing them but that according to State Statute and FOIA guidelines, he is allowed to harass.

Anthony Arias of 28 Bush Hill Drive said that if anyone has doubts about what could be done with the schools should look at the Planning Commission Minutes from last night. He said that a good discussion occurred and that the work of the Planning Commission is often overlooked.

#### 1d. Approval of Minutes, Meeting of October 7, 2015

##### MOTION (2)

Ms. Cheeseman moved to approve the minutes of the meeting of October 7, 2015 as submitted.  
Mr. Salerno seconded the motion. Motion passed 5-0.

#### 1e. Consent Calendar

##### MOTION (3)

Ms. Cheeseman moved to approve the Consent Calendar for the meeting of October 21, 2015 in the amount of \$1978.13.  
Mr. Salerno seconded the motion. Motion passed 5-0.

#### Presentation – Parks and Recreation Special Revenue Fund and Beach Report

Dave Putnam came forward to discuss his slide show presentation of the Special Revenue Fund and Beach Report (attached.)

Ms. Hardy asked Mr. Putnam how many people were turned away from McCook's because of parking. Mr. Putnam said that people weren't turned away, they just couldn't park in the exact spot they wanted to.

Ms. Hardy asked how much of the grassy area at the top of McCooks will be lost with the increase in parking spots. Mr. Putnam responded that only a small sliver would be lost, about 15 feet.

Ms. Hardy shared that she had received several complaints from residents who felt they were shut out from the lower beach at McCooks by out-of-towners. A discussion occurred about the feasibility of only allowing season pass holders to park down below. Mr. Putnam said they are working with the Town Attorney on these beach issues and looking at other towns for examples.

Mr. Wilson cited the news report done by Channel 8 which featured the story "where do you go when Rocky Neck is full." He added that word is out and it's a good problem to have.

Mr. Wilson noted that the park fees are where they should be and are reasonable.

Mr. Putnam said that the Parks and Recreation Commission are discussing the option of different rates on the weekend.

The Board of Selectmen thanked Mr. Putnam and Mr. McDowell for all of their hard work.

2a. Resolution – Homeland Security Grant Program  
(see attachment.)

MOTION (4)

Ms. Cheeseman moved the following:

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

FURTHER RESOLVED, that Mark Nickerson as First Selectman of the Town of East Lyme, is authorized and directed to execute and deliver any and all documents on behalf of the Town of East Lyme and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

Mr. Wilson seconded the motion. Motion passed 5-0.

### 3a. Health and Safety Appointments

The Board of Selectmen conferred with Attorney O'Connell about the Health and Safety Appointments. Attorney O'Connell explained that the appointments are required by State Statute not Town Charter and is not concerned whether the individuals are residents; the individuals only need to be Town employees. He added that the appointments are an administrative function of the First Selectmen and that it is not necessary for the Board to approve them. (See attachment.) After some discussion, the First Selectmen opted to make the appointments when at his desk the following day.

### 4a. Ltr. Of 10/8/15 re: Review of Hazard Mitigation Plan

In his letter (attached), Mr. Morris has determined that the Plan continues to meet the needs of the Town.

### 5a. Ex-Officio

Mr. Salerno said that Harbor Management met yesterday. He said that the River is open and that Scallop Season will be open this year on December 1<sup>st</sup>; since it was closed for the last two years the quality is unknown. He added that discussion occurred about the plan twenty-four years ago for a dingy dock and he noted that the new Harbor Management boat arrives on Friday.

Ms. Hardy detailed the Planning Commission Meeting which occurred the night before; Cathy Wilson, Jeff Newton and Dr. Tim Hagen were all in attendance. A valuable conversation regarding two age spectrums of the Town ensued. Planning is hoping to incorporate this information into the POCD when they revise it in a few years. Discussion also occurred regarding the Board of Education's proposal for the elementary schools.

Ms. Cheeseman said that the Zoning Meeting had been cancelled so she had nothing to report.

Mr. Wilson had nothing to report however, he did inquire about the scallop season asking if it would be a "buyers beware" situation. Mr. Salerno said that the conditions of the scallop season remain unclear and the decision to reopen was made by WELSCO.

Mr. Nickerson attended the CCM (the advocacy commission for municipalities) yesterday. They have a new director and wonderful resources.

SEAT Busses were discussed at the CCM meeting; the Town had been in danger of losing them but they are now back on the table. Ms. Hardy observed that the bus routes and times are not well advertised and the stops are not clearly marked. Mr. Nickerson said that more information regarding funding will be forthcoming.

Mr. Nickerson said the Town Website has been revamped and said to check it out.

Mr. Nickerson attended the Annual Niantic Fire Department Open House on Sunday as well as the grand opening of Haylon's Market.

Mr. Nickerson said that Anytime Fitness also had a grand reopening and the tenants for Gary Smith's building have been announced; Smoochie Bird and the Toy Store will be relocating there along with an insurance company.

He said the new medical building is hoping to open in April and that he met with all the realtors in town a few weeks ago to establish an ongoing conversation in regards to what is happening in town. He said that realtors sell our town and that it is important to continue this dialogue.

Mr. Nickerson detailed the great success of the dental clinic 2 weeks ago at the high school and expressed admiration for the 400 volunteers.

Mr. Nickerson said there would be a Mad for Madeline Benefit at Burke's Tavern on Saturday and encouraged everyone to come out and support one of their neighbors who is facing a difficult time.

#### PUBLIC DISCUSSION

There was none.

#### SELECTMAN'S REPORT

There was none.

#### MOTION (5)

Ms. Hardy moved to adjourn the Regular Board of Selectman Meeting at 9:10pm and enter into Executive Session to discuss pending litigation and attorney/client privilege information, and invited Attorney O'Connell and Attorney Zamarkas to attend.

Mr. Wilson seconded the motion. Motion passed 5-0.

Respectfully submitted,



Brooke D. Stevens, Recording Secretary Pro-Tem

**East Lyme  
Parks and Recreation**



**Special Revenue Fund Report  
Board of Selectman  
October 2015**

# Special Revenue Fund established July 1, 2010



## **Sub Categories Include:**

- ❖ Adult Programs
- ❖ Youth Programs
- ❖ Playground Program
- ❖ Special Events
- ❖ Celebrate East Lyme
- ❖ Donations
- ❖ Commission on Aging Trips
- ❖ Youth Services Programs
- ❖ Passports

# Special Revenue Balance as of June 30, 2015 = \$74,228

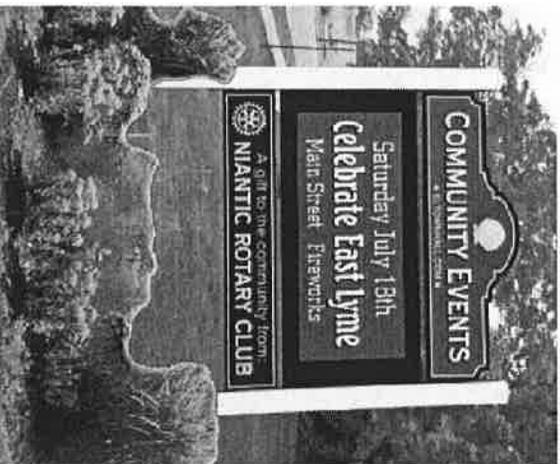
## Designated funds currently in the SRF:

Niantic Rotary Club donation of \$15,000 for electronic message board.

WEB TRAC purchase - \$15,213

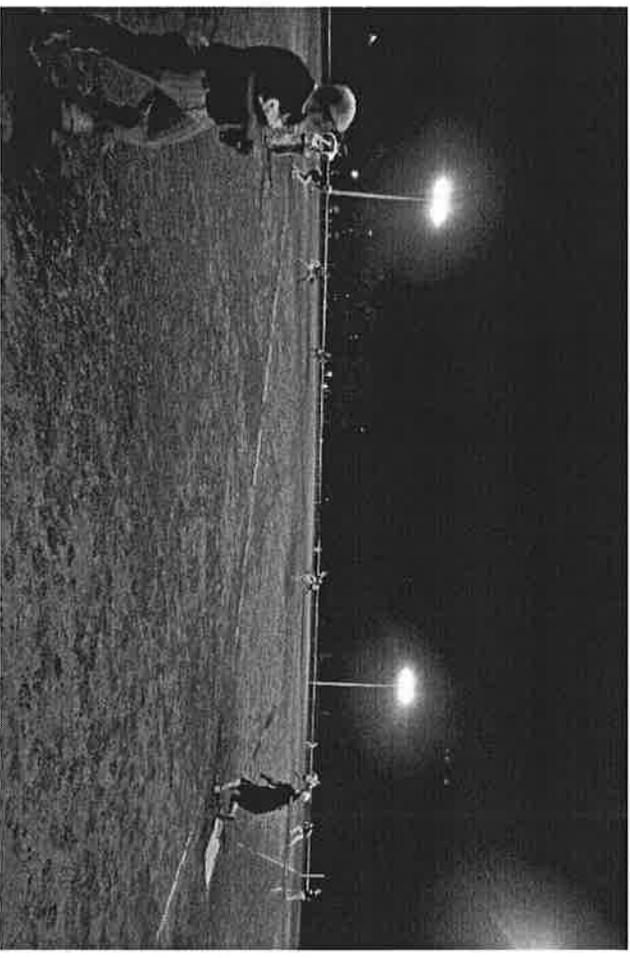
## Contributions to the Town of East Lyme

General Fund contribution \$10,000  
for fiscal year 2015-2016.



# Adult Programs

- ❖ Exercise Programs
- ❖ Wellness Programs
- ❖ Sports
- ❖ Dance
- ❖ Cards
- ❖ Trips
- ❖ Fencing



# Youth Programs

- ❖ Arts and Crafts
- ❖ Drama/Theater
- ❖ Science/Exploration
- ❖ Fitness
- ❖ Sport Camps
- ❖ Music
- ❖ Fencing
- ❖ Outdoor Education



# Youth Services Programs



- ❖ Student Advisory Board
- ❖ Suicide Awareness/Prevention Forums
- ❖ Ski Club
- ❖ Open Center
- ❖ Sitter Survival
- ❖ Home Alone
- ❖ Mountain Biking Club
- ❖ Internet Safety Assemblies
- ❖ Youth Coalition
- ❖ Juvenile Review Board
- ❖ Drug and Alcohol Free Graduation Party
- ❖ Challenger Basketball
- ❖ Outdoor Adventure Summer Camp

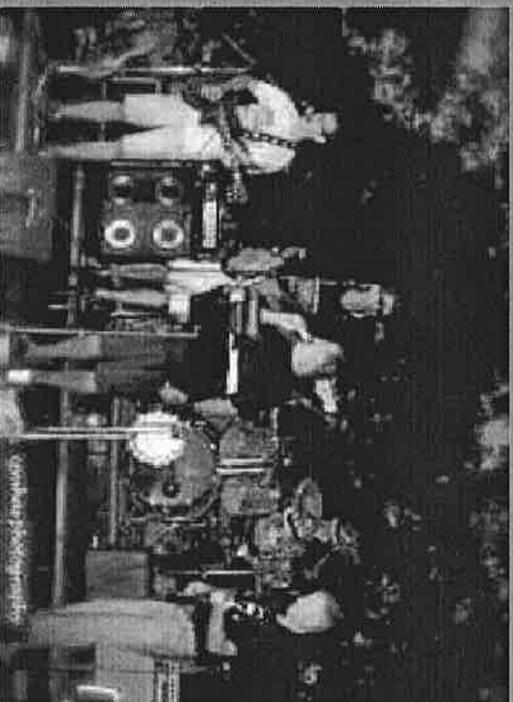
# Playground Program grades K-5

## Hangout Program grades 6-10

- Seven week summer program
- 275 youth enrolled in 2015
- 50 staff members
- Weekly field trips
- Special events/activities weekly
- End of the year field day
- All revenue and expenses including FICA/Social Security payments run through the Special Revenue Fund.

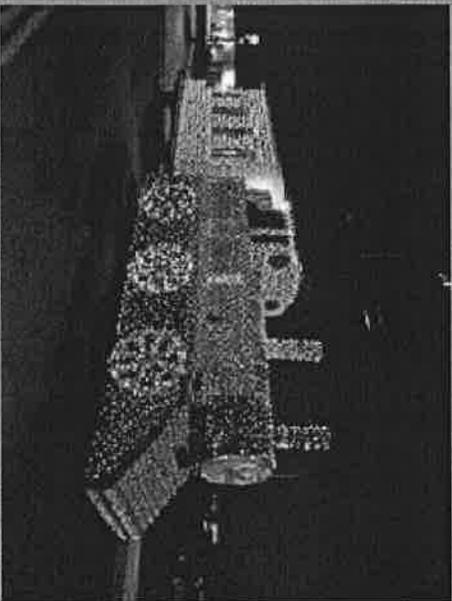
# Celebrate East Lyme

◉ All Income and expenses including the Fireworks are run through the Special Revenue Fund. Parks and Recreation staff coordinates the entire event.



# Niantic Light Parade

- ◉ All income and expenses for the event is run through the Special Revenue Fund. Event is coordinated by Parks and Recreation staff in cooperation with the Light Parade Committee



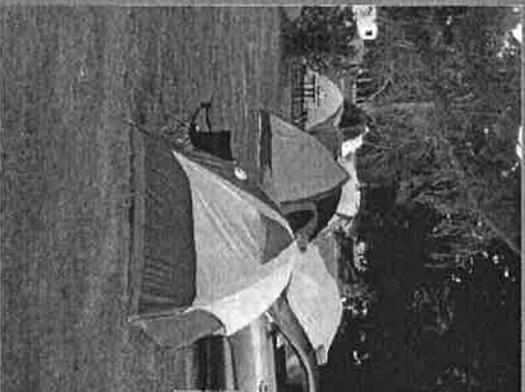
# Special Events

- \* Jeffrey's Rainbow Run – Scholarships awarded to 3 High School Seniors in the amount of \$1,500 each. To date \$4,500 has been awarded, plus a one time donation to the Bourgeois family.
- \* Mike G Living Water Annual Golf Tournament – Held in the memory of former Public Works Director Mike Giannantassio. To date over \$16,000 has been raised with the majority of the monies helping fund clean drinking water in Haiti.
- \* Flanders 5K – Niantic Bay 10K – Fundraisers to help offset the cost of the Youth Services Free Open Center after school program for grades 5-8.
- \* Wednesday night concerts in August at McCook Point Park.
- \* Family Campout and Movie night at McCook Point Park
- \* Friday night Movies in the Park during the month of September at McCook Point Park.
- \* Trick or Trunk Event at Smith-Harris House.

# Special Events



Niantic Bay 10K



Trick or Trunk



Family camp out at McCook



Mike G golf tournament

Save the Date

*Jellyboy's*  
rainbow  
**RUN**

FRIDAY September 18th, 2015  
5K at 6PM

Registration begins at 5:00  
Registration closes at 5:30 PM  
Phone: 573-5597 Fax: 5535

- 5K Race
- 10K Race
- 15K Race
- 20K Race
- 25K Race
- 30K Race
- 35K Race
- 40K Race
- 45K Race
- 50K Race
- 55K Race
- 60K Race
- 65K Race
- 70K Race
- 75K Race
- 80K Race
- 85K Race
- 90K Race
- 95K Race
- 100K Race

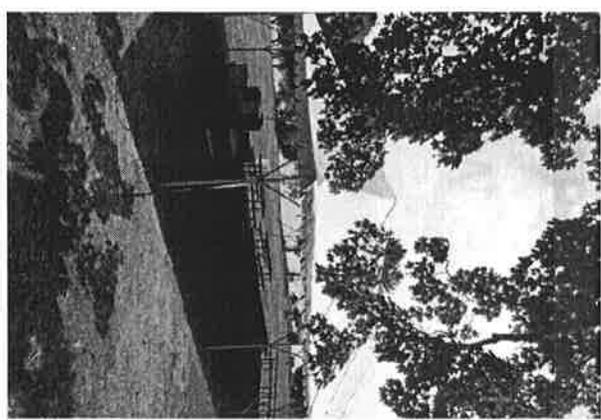
# East Lyme Regional Theater



ELRT has produced summer performances for the last 5 summers. Program continues to flourish we also offer theater classes during the school year and a summer workshops. All revenue and expenses are run through the Special Revenue Fund.

# Passport Acceptance Facility Fund balance for passports as of 10/01/15 = \$7,172.00

Since April of 2013 Parks and Recreation staff have processed 645 passport applications, proceeds have helped fund tent at McCook and renovations to Veterans Memorial Park Restrooms.



# WEB TRAC Software purchase

\$15,213.00

Allows our participants to register for programs and facility reservations on line and in real time.

We will have this service available by Thanksgiving.



**East Lyme**  
Connecticut

[HOME](#)

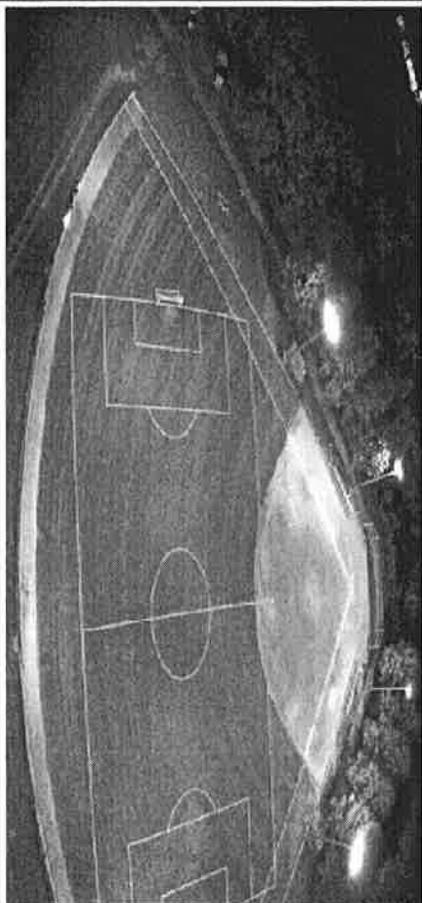
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**Parks & Recreation-Youth Services-Senior Center**

[Welcome, guest](#) | [Log In](#) | [My List \(0\)](#) | [Shopping Cart \(0\)](#)



**ACCOUNT LOG IN**

**Username**

**Password**

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# WEB TRAC Home Page

**Adult Programs**



[Adult Program](#)

**Youth Services**



[Youth Services](#)

**Event Calendar**



[Event Calendar](#)

**Senior Programs**



[Senior Programs](#)

**Youth Programs**



[Youth Programs](#)

**Community Sports**



[Community Sports](#)

**Special Events**



[Special Events](#)

**Senior Trips**



[Senior Trips](#)

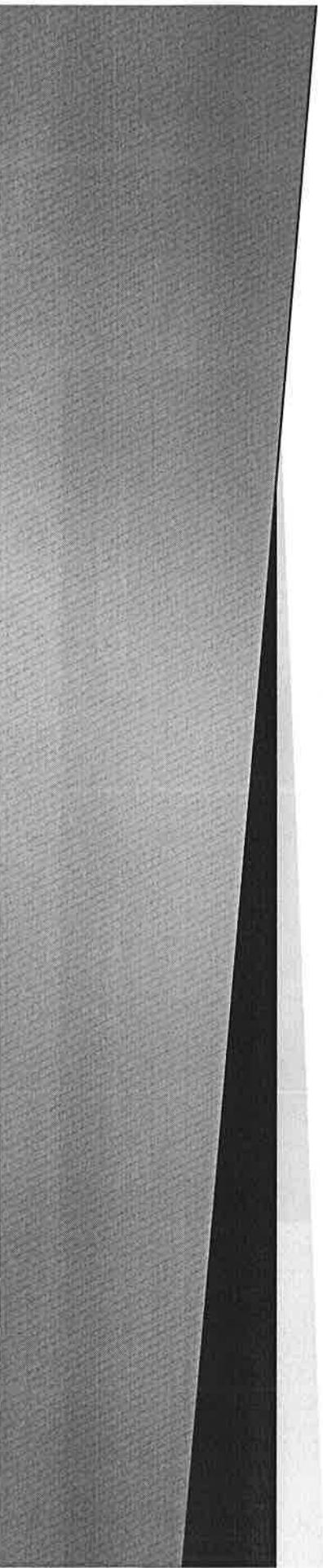
41 Society Road, Milford, CT 06357

Parks and Recreation: 860-739-5828

Senior Center: 860-739-5899

**East Lyme Parks and  
Recreation Department**

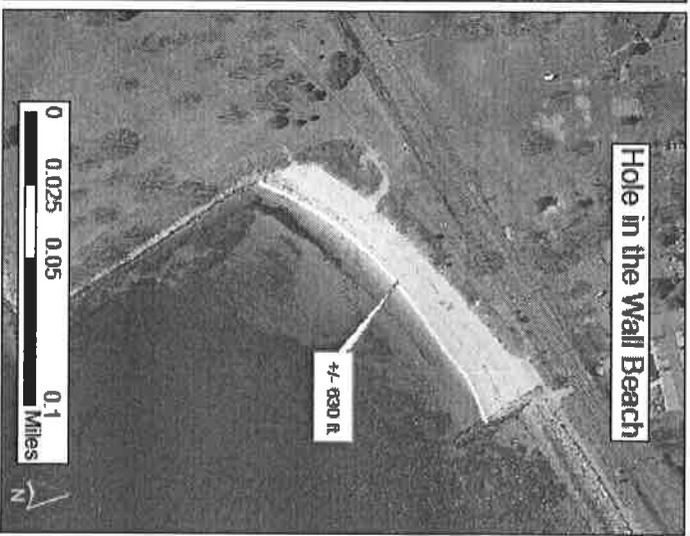
**Beach Report  
Fall 2015**



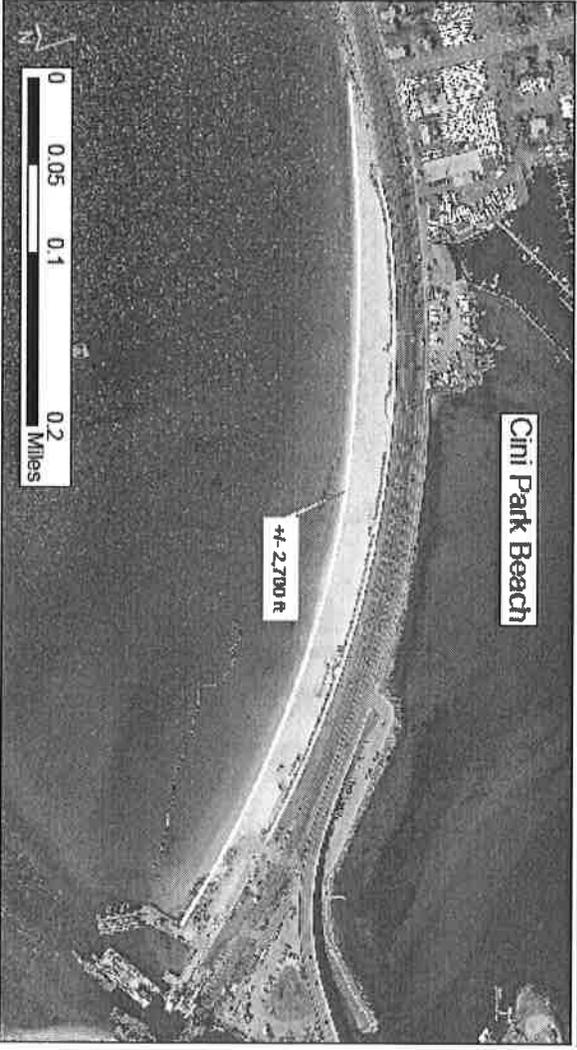
McCook's Beach



Hole in the Wall Beach



Cini Park Beach



# Frequently Asked Questions and Concerns

- How do our fees compare to local municipal & state beaches?
- Why do you allow non-residents in the parks?
- Can a beach be resident only?
- Why is the beach more crowded than it used to be?
- Why aren't dogs allowed on the beaches?



# Beach Pass fees Summer of 2015

- ▶ Resident – \$35.00 vehicle sticker
- ▶ Resident – \$25.00 for additional vehicles
- ▶ Resident Senior – \$15.00 vehicle sticker
- ▶ Non-Resident – \$100.00 vehicle sticker
- ▶ Resident Day pass – \$10.00
- ▶ Non-Resident Day pass – \$25.00
- ▶ Non-Resident Walk-in pass – \$10.00 per day
- ▶ Non-Resident Walk-in pass – \$50.00 per season
  - All proceeds from Beach Pass sales are deposited in the Town of East Lyme's General Fund.



# Beach Pass Revenue Totals Since 2009

2009	-	\$82,410.00
2010	-	\$95,130.00
2011	-	\$85,365.00
2012	-	\$96,730.00
2013	-	\$109,240.00 (Opening of Niantic Bay Beach)
2014	-	\$137,415.00
2015	-	\$165,444.00

***Increase of \$83,034.00 since 2009***



# Rocky Neck State Park Fees

## ▶ Weekends

- State Resident \$13.00 + tax
- Non State Resident \$22.00 + tax

## Weekdays

- \* State Resident \$9.00 + tax
- \* Non State Resident \$15.00 + tax

Reduced rates apply after 4 p.m.



*Beach Fee Comparisons local municipalities:*

Resident Season Passes

East Lyme – \$35.00 2<sup>nd</sup> pass \$25.00  
Old Saybrook – \$20.00 2<sup>nd</sup> pass \$30.00  
Groton City – \$30.00  
Waterford – \$20.00 2<sup>nd</sup> pass \$10.00  
Madison – \$40.00 2<sup>nd</sup> pass \$20.00

Resident Senior Passes

East Lyme – \$15.00  
Old Saybrook – \$10.00 2<sup>nd</sup> pass \$20.00  
Groton City – \$10.00  
Waterford – Free with License sticker \$10.00  
Madison – \$10.00



*Beach Fee Comparisons local municipalities:*

Day Passes Resident

East Lyme – \$10.00

Old Saybrook – none

Groton City – \$15.00 weekdays, \$25.00 weekends

Waterford – \$2.00 weekdays, \$5.00 weekends

Madison – \$10.00

Day passes non-resident

East Lyme – \$25.00

Old Saybrook – \$10.00 weekday, \$20.00 weekend

Groton City – \$15.00 weekday, \$25.00 weekends

Waterford – \$20.00 weekday, \$30.00 weekends

Madison – \$25.00 (M–Th.), \$40.00 (Fri.–Sun.)



*Beach Fee Comparisons local municipalities:*

Non –resident seasonal pass

East Lyme – \$100.00

Old Saybrook – \$150.00

Groton City – \$65.00, \$45.00 senior

Waterford – none

Madison – none

Walk in passes

East Lyme – resident show ID, Non resident day  
\$10.00, non–resident season \$50.00

Old Saybrook – none required

Groton City – Resident free, non–resident \$5.00

Waterford – resident \$2.00, non–resident \$10.00

Madison – none required

**Why do you allow non-residents in the parks & can a beach be residents only?**



# **Beach Access *Leydon v. Greenwich***

- ▶ **Highlights of the CT Supreme Court Decision:**
  - As a public park, the beach is a “traditional public forum”, which under the Federal Constitution, must be open to freedom of expression and of association without regard to residence. Under the State Constitution, expressive and associational activity by non-residents, cannot be barred on any publicity owned property, so long as that activity is compatible with normal and customary use of that property.
  - The decision does state that the same rules for access to the property must apply without regard to residence.
  - A town cannot broadly restrict nonresident access to a town beach, even if that property contains no other attractions or activities and, therefore, is used solely as a beach.



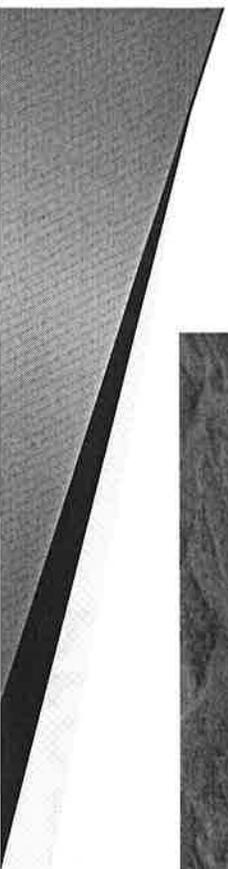
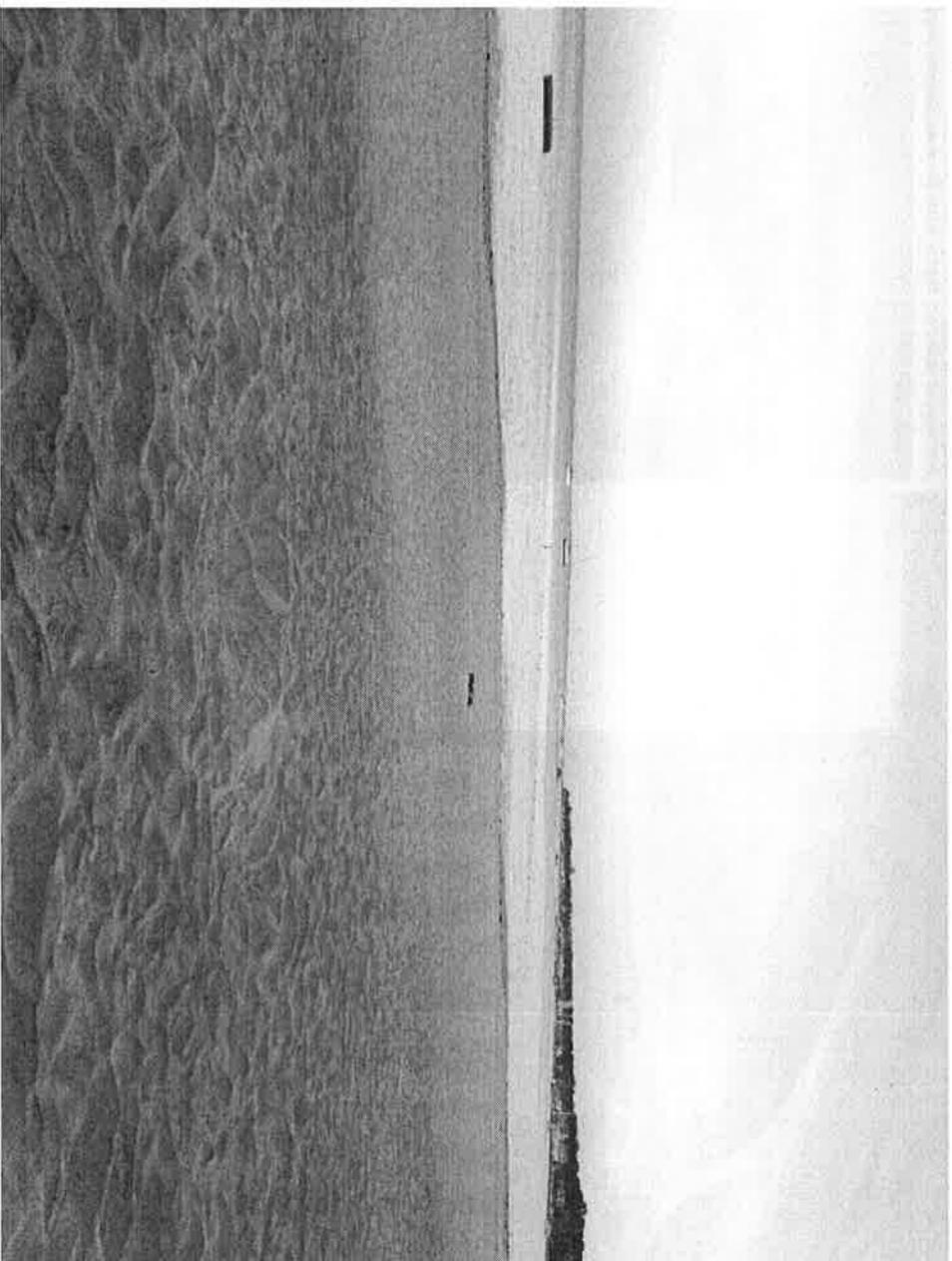
# **Non-resident Beach fees *Leydon v.***

## ***Greenwich***

- ▶ Reasonable fees to cover costs associated with maintaining a beach or other public park and related facilities for public use could be charged to all people seeking to use the park and facilities.
- ▶ If the fees were so high as to bar many non-residents or any class of residents from access to the public property, they could be found to violate State constitutional precedents.

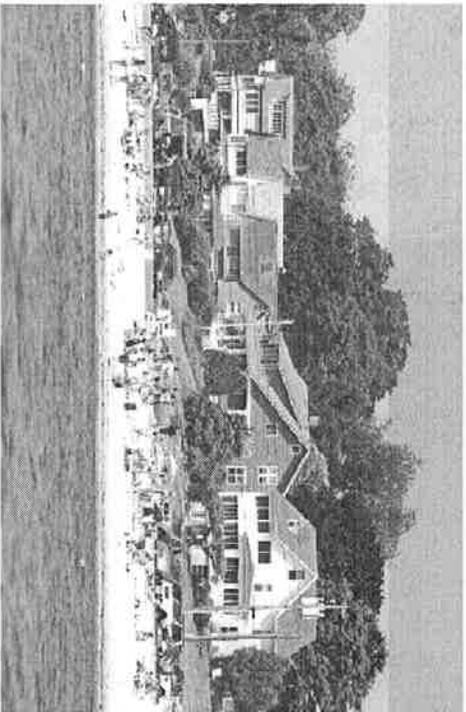


**Why are the town beaches busier than when I was a kid?**



# Promotion of Niantic/East Lyme

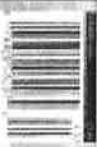
NEW ENGLAND  
**BOATING**



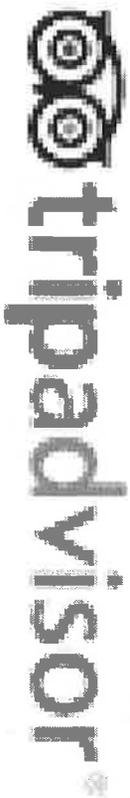
McCook Beach, just a short walk from downtown Niantic and several marinas is a popular swimming spot.  
Photo by CRYN B. DAVIS

NEW ENGLAND  
**BOATING**

Wanted to New England - Cape Cod to Connecticut - No one is Boating



WWW.NEBOATINGMAGAZINE.COM



●●●●● AT&T

2:04 PM

78%

tripadvisor.com

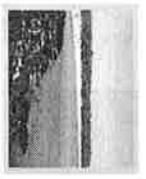


### Hole-in-the-Wall Beach

#1 of 5 things to do in East Lyme

●●●●● 17 reviews

Beaches



### Rocky Neck State Park

#2 of 5 things to do in East Lyme

●●●●● 95 reviews

State Parks



### Niantic Bay Boardwalk

#3 of 5 things to do in East Lyme

●●●●● 18 reviews

Piers & Boardwalks



### McCook Beach & Park

#4 of 5 things to do in East Lyme

●●●●● 27 reviews

Beaches, Parks



### Cedar Ridge Golf Course

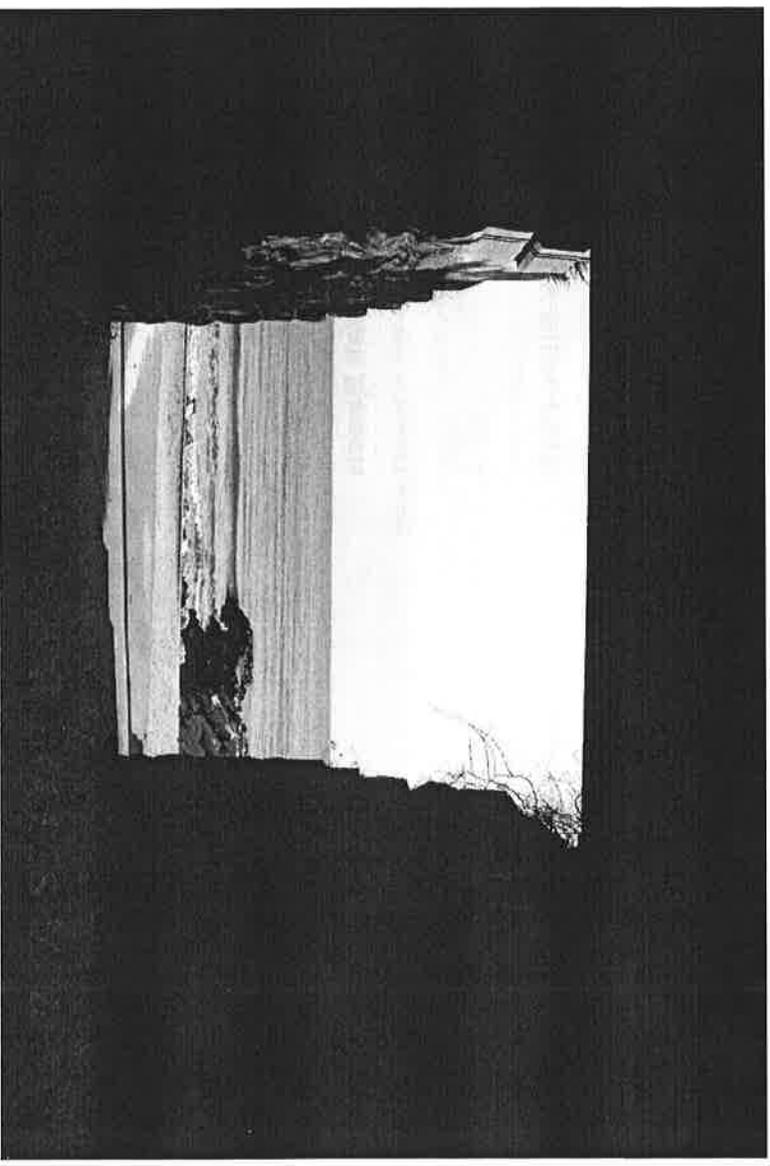
#5 of 5 things to do in East Lyme

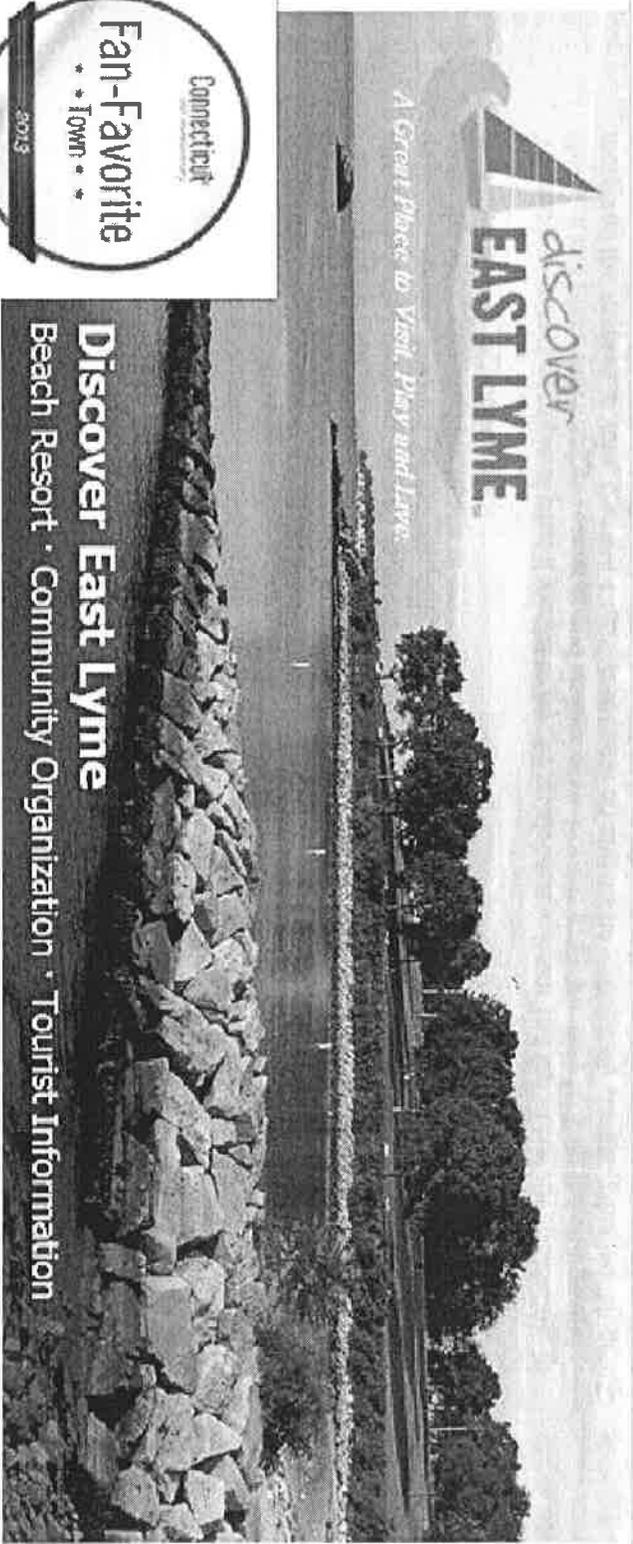


# The Boston Globe

- ▶ “Niantic is the perfect spot to catch the waning days of summer”

The waters of Long Island Sound are the siren song until the weather turns cold. McCook Point Park offers two beaches separated by a shady bluff perfect for picnics, strolling, and taking in the sound from Fisher’s Island to Montauk. At the other end of Main Street, “Amtrak Beach” is a half-mile stretch of sand and boardwalk between the railroad tracks and the water, part of Cini Park.





*discover*  
**EAST LYME**

*A Great Place to Visit, Play and Live.*



**Discover East Lyme**

**Beach Resort · Community Organization · Tourist Information**

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# NIANTIC NAMED FIRST-EVER FAN-FAVORITE STILL REVOLUTIONARY TOWN OF THE YEAR

## NIANTIC NAMED FIRST-EVER FAN-FAVORITE STILL REVOLUTIONARY TOWN OF THE YEAR

*Village of less than 4,000 Commands Top Spot from Residents and Visitors*

(Hartford, CT) May 21, 2013 – Today the Connecticut Office of Tourism announced that the public has named Niantic the first-ever Fan-Favorite still revolutionary Town of the Year. Niantic, a Connecticut village located along the shore of the Long Island Sound, mobilized passionate residents and visitors and earned more votes than any other town, village, city or borough across the state. The second-annual Fan-Favorite social media program generated significant participation from Connecticut residents, as well as New York, Massachusetts, Florida, New Jersey, Pennsylvania and more, each who rallied to honor their favorite Connecticut town and place. The Inn at Harbor Hill Marina was voted the favorite destination within Niantic.

A video, created by Grace, a coastal lifestyle store in Niantic, helped generate the necessary results to win the honor. Featuring more than 34 businesses, destinations and attractions within the town, as well as countless residents, business owners, the First Selectman, little league team and more, the video captured the hearts of the community and propelled Niantic to number one.

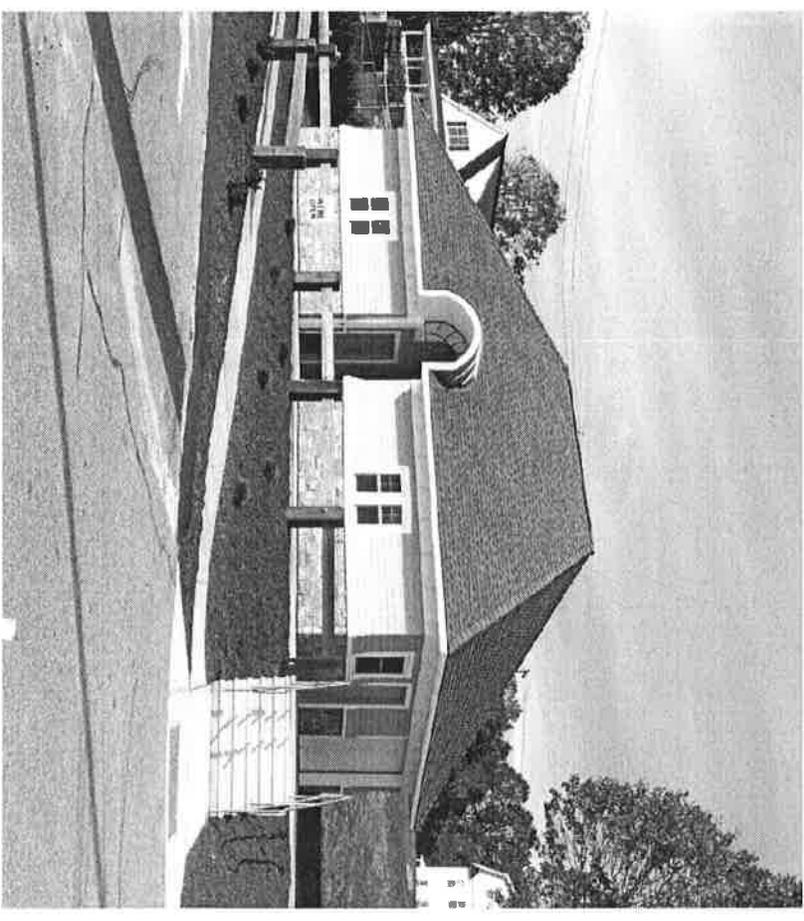
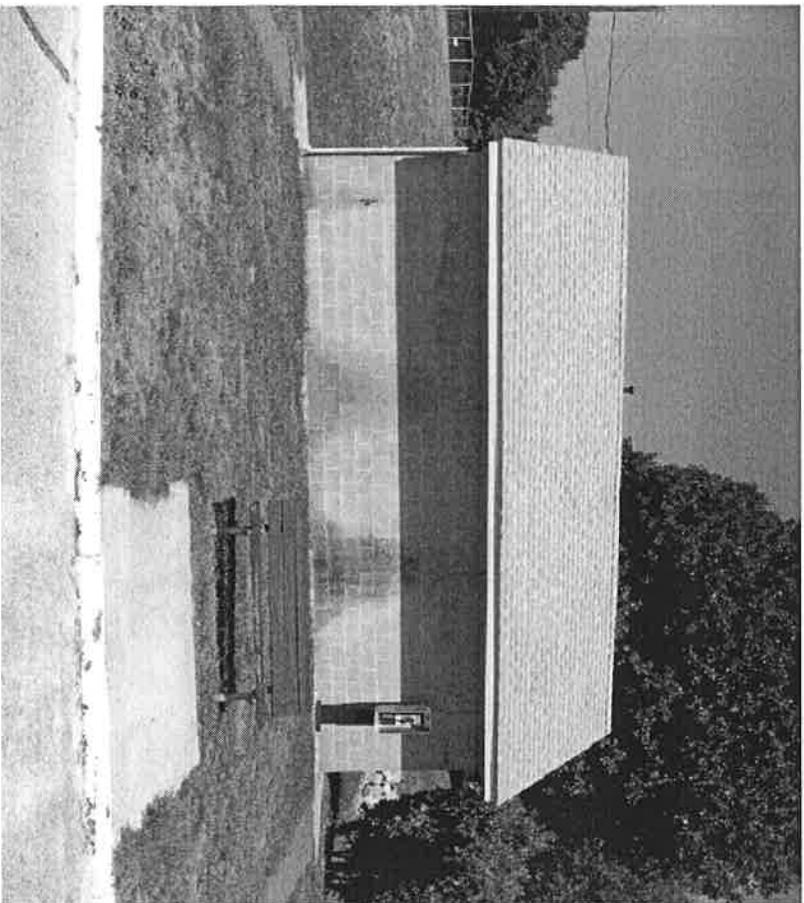
"Niantic is a perfect example of what it means to be still revolutionary. From The Inn at Harbor Hill Marina, to Grace, it is a place that inspires residents and visitors alike. For this program, they took up the charge and mobilized the masses to vote, creating a movement both on and offline - ultimately elevating this hidden gem to the national stage," said Randy Fiveash, Director of Tourism. "Our goal is to continue to engage Connecticut residents, visitors and businesses in the evolution of still revolutionary, a brand they helped create, with programs that celebrate what it means to be revolutionary."

Niantic was honored today by Governor Malloy and the Office of Tourism during Connecticut's Annual Conference on Tourism. To celebrate the winning town, the Office of Tourism will create a promotional video of Niantic that will feature the unique, inspirational and innovative places in the community. The video will be promoted online and across the Office of Tourism's social channels, as well as shared with town leaders to use for additional tourism and economic development promotional purposes. Niantic will also be featured in the 2014 Connecticut Visitor's Guide and receive widespread public relations and social support, along with bragging rights for all of 2013.

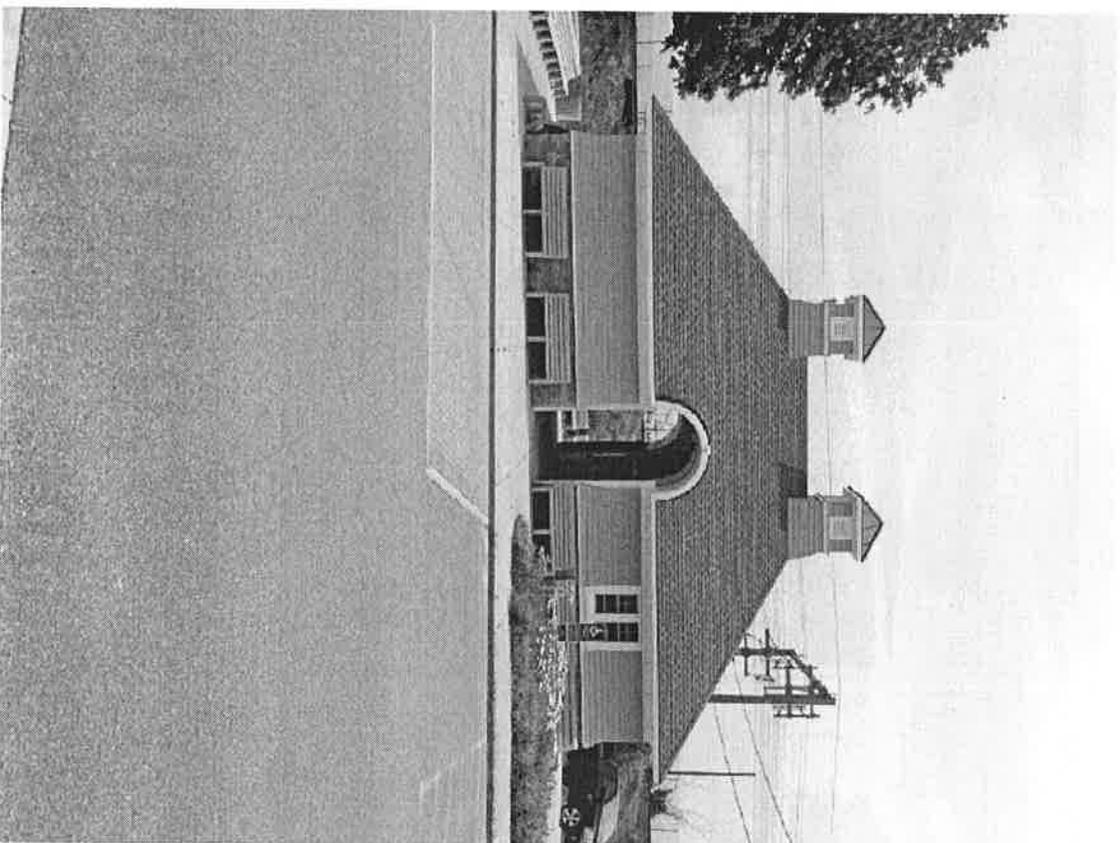


Hartford, Connecticut: Governor Dannel P. Malloy stands with Town Selectman Paul Formica and Dave Labrie, Inn Keeper at Inn at Harbor Hill Marina after Niantic was voted Connecticut's Fan-Favorite still revolutionary Town of the Year. Niantic was selected by popular vote for being inspirational, unique and innovative.

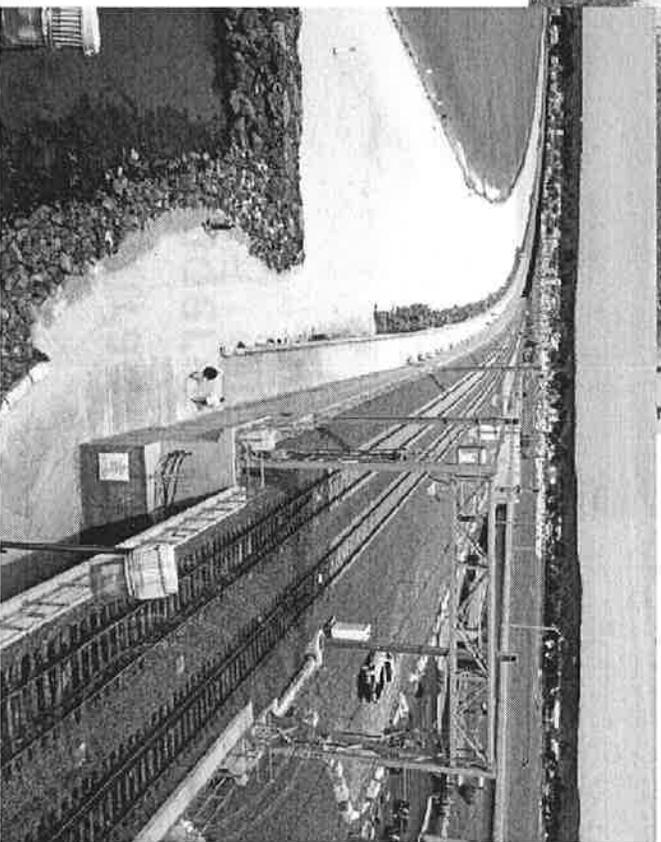
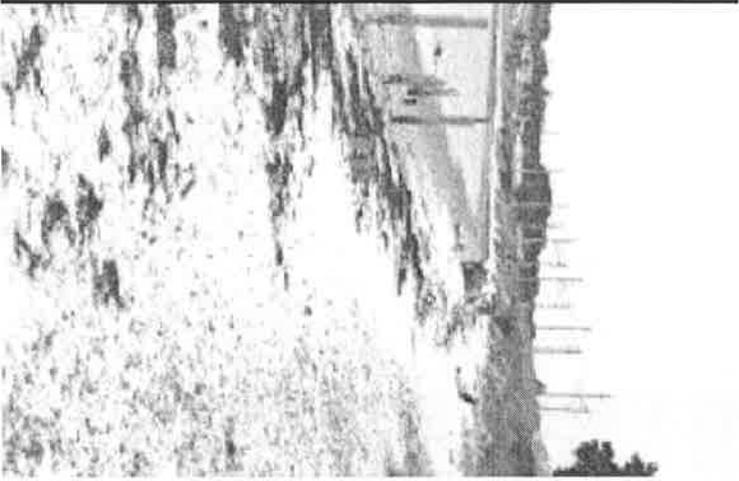
# Improvements to Beach Facilities: McCook Main Beach



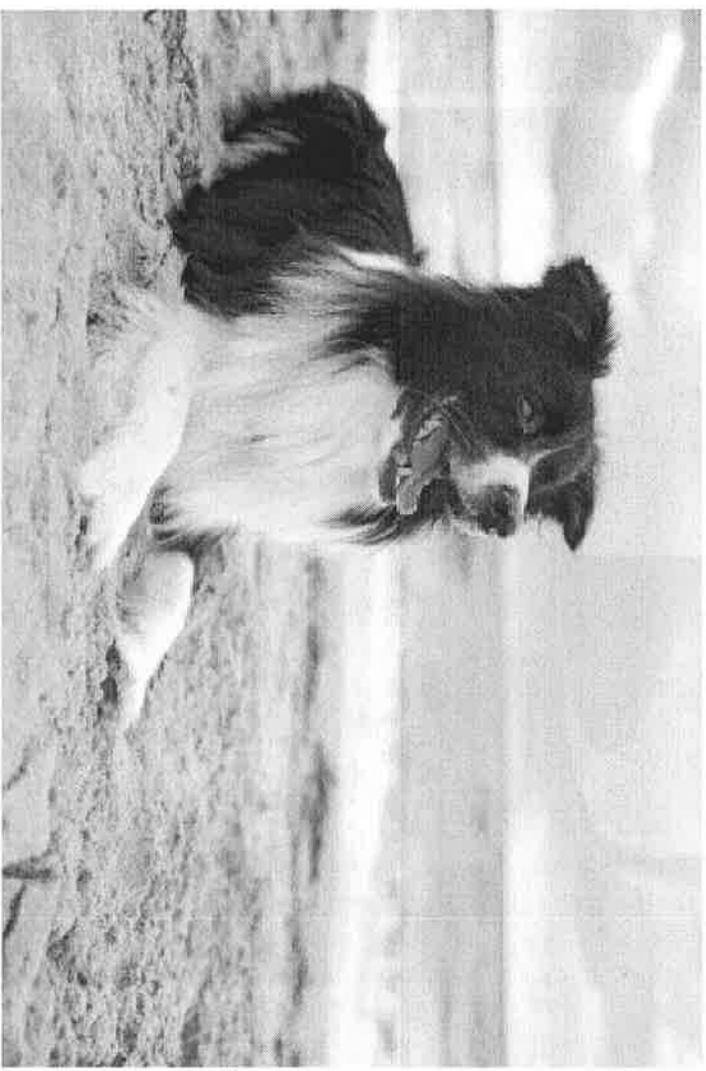
# Hole in the Wall Before and After



# Niantic Bay Beach



We've been taking our dog to "Amtrak" beach for years, how come we can no longer go on the beach?



# Public Swimming Area Regulations

▶ Section 19a-36-B61 State of Connecticut  
Regulation:

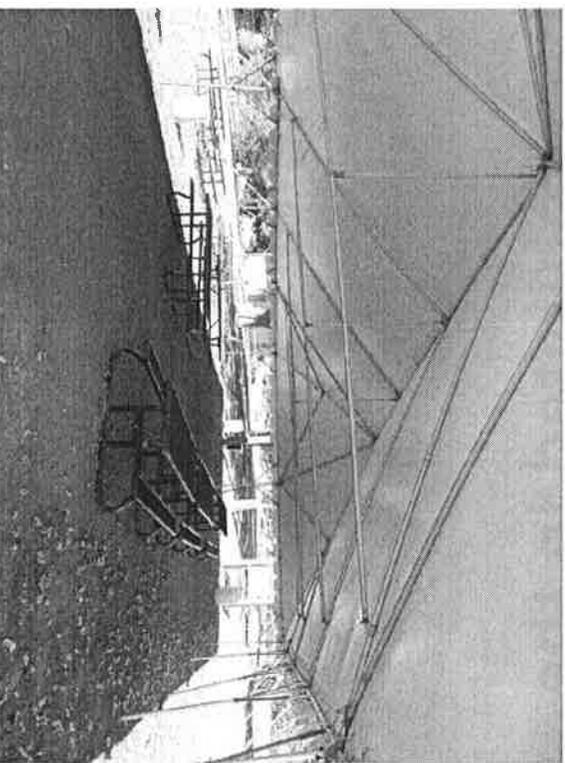
- ▶ Domestic animals shall be prohibited in the water and the land immediately adjacent to the water of a public swimming area when the public swimming area is open for use.



Tent Rentals for 2014 - 82  
Tent Rentals for 2015 - 84  
April - October

Tent purchased by Parks and Recreation in April of 2014

Pavilion area off limits as part of Boardwalk Construction starting  
in mid-June of 2014.

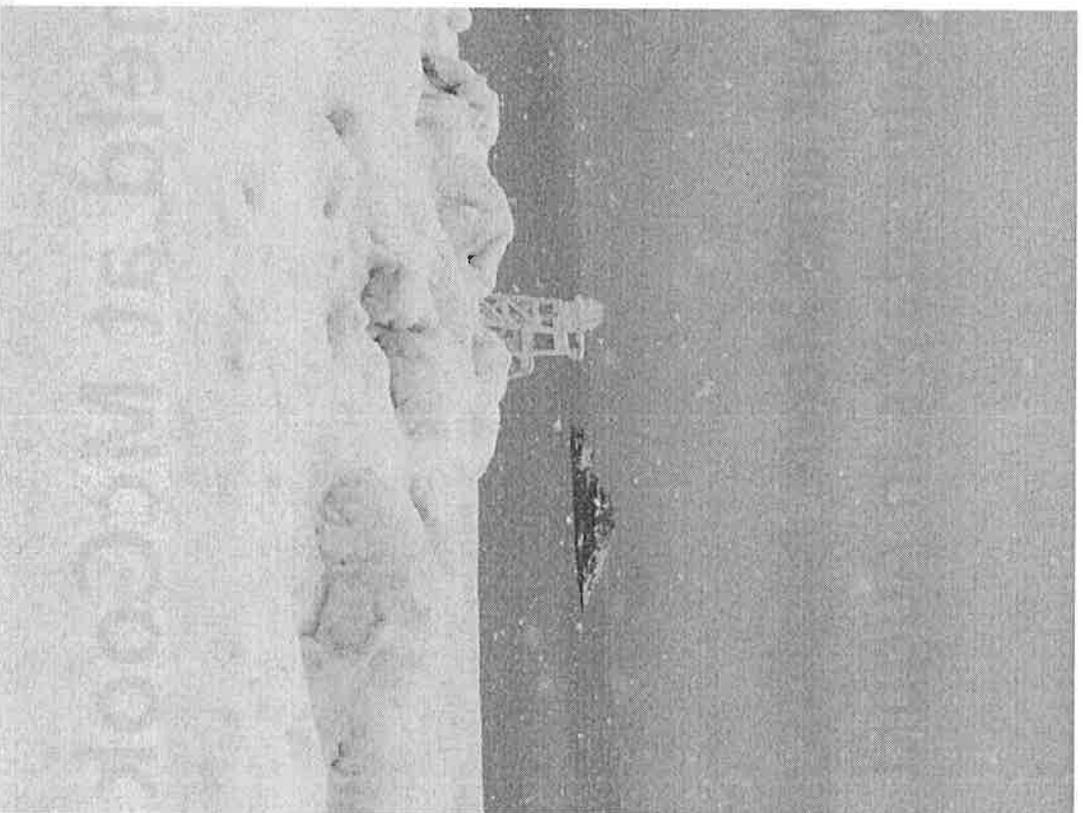
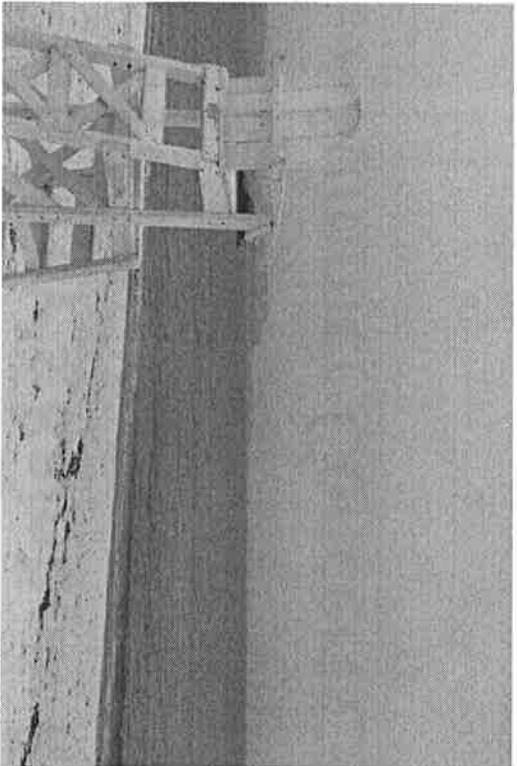


# **Special Events held at McCook**

- ▶ Celebrate East Lyme
- ▶ Niantic Bay Triathlon
- ▶ Niantic Bay 10K
- ▶ Jeffrey's Rainbow Run
- ▶ Touch-A-Truck
- ▶ Back to School Campout and Movie Nights
- ▶ Summer Concerts - Wednesday's in August



**Are we ready for winter? Heck no!!**



# MEMORANDUM OF AGREEMENT

## REGARDING USE OF FEDERAL FISCAL YEAR 2015 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 City of EAST LYME, the Southeastern Connecticut Council of Governments (SECCOG) 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 2015 State Homeland Security Grant Program (SHSGP), Award No. EMW-2015-SS-00074-S01, including the following programs: Metropolitan Medical Response System (MMRS); Citizen Corps Program (CCP). 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 Coordinating Council, now known as the DEMHS Advisory Council, has approved the allocation formula for grant funds available under such programs as the SHSGP, MMRS, CCP;
4. DESPP/DEMHS is retaining pass-through funds from 2015 SHSGP in the total amount of \$1,676,081 on behalf of local units of government, for the following seven regional set-aside projects designed to benefit the state's municipalities:
  - a. Expand Regional Collaboration;
  - b. Connecticut Intelligence Center/Fusion Center/Critical Infrastructure;
  - c. CBRNE Detection;
  - d. NIMS/ICS Training and Exercise;
  - e. Metropolitan Medical Response System;
  - f. Citizen Corps. Program; and
  - g. Medical Preparation and Response
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 4, including EAST LYME – 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. EAST LYME is eligible to participate in those Federal Fiscal Year 2015 SHSGP regional allocations made through the Region 4 REPT and not included in the set-aside projects, in the amount of \$317,698 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 EAST LYME enter into Part I of this MOA authorizing the SAA to act as the agent of EAST LYME and allowing the SAA to retain and administer grant funds provided under 2015 SHSGP the seven regional set-aside projects listed above, and also for Southeastern Connecticut Council of Governments to provide the financial and programmatic oversight described below.

#### C. SAA and EAST LYME Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,676,081 for in further seven regional set-aside projects listed above.

EAST LYME agrees to allow the SAA to provide financial and programmatic oversight of the \$1,676,081 for the purpose of supporting the allocations and uses of funds

*Selena's  
Office  
Item 2a  
12-21-15*

consistent with the 2015 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) approved by the Emergency Management & Homeland Security Coordinating Council, now known as the DEMHS Advisory Council. EAST LYME agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the seven regional set-aside projects listed above.

**D. Southeastern Connecticut Council of Governments and EAST LYME Responsibilities.**

EAST LYME also agrees to allow Southeastern Connecticut Council of Governments to provide financial and programmatic oversight of the Federal Fiscal Year 2015 regional allocation not included in the seven regional set-aside projects in the amount of \$317,698 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 City of EAST LYME, the Southeastern Connecticut Council of Governments (SECCOG), 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. EAST LYME has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of EAST LYME, 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 EAST LYME may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2015 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. SECCOG has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 4 for Federal Fiscal Year 2015;

**B. Purpose.**

DESPP/DEMHS, the Region 4 REPT, Southeastern Connecticut Council of Governments, and EAST LYME, enter into Part II of this MOA regarding asset(s) for which EAST LYME agrees to be the custodial owner, and which are described in the approved 2015 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 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 DEMHS and SECCOG.**

In its role as SAA, DEMHS will subgrant funds to SECCOG, 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           EAST LYME           may be made after the execution of this agreement and that Appendix A shall be completed accordingly.           EAST LYME           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           EAST LYME          .

**4. Responsibilities of Custodial Owner**

          EAST LYME           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,           EAST LYME           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           EAST LYME          '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           EAST LYME           shall conform to the manufacturer's recommendations. If appropriate,           EAST LYME           shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of           EAST LYME           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),           EAST LYME           is furthering regional collaboration and mutual aid on behalf of all of the members of Region 4.

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

If           EAST LYME           does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, 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 City of           EAST LYME           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           EAST LYME           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           EAST LYME          , 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. Audit Compliance.**

If           EAST LYME           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           EAST LYME           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.           EAST LYME           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.

#### **H. Lobbying, Debarment, and Suspension.**

EAST LYME \_\_\_\_\_ 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.

**I. 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. EAST LYME \_\_\_\_\_ 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.

**J. 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.

**K. 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 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.

**L. Points of Contact.**

<b>1. The Point of Contact for the SAA</b>	
<b>Name &amp; Title:</b> Deputy Commissioner William P. Shea	
<b>Address:</b> 25 Sigourney Street, 6 <sup>th</sup> Floor, Hartford, CT 06106	
<b>Emails:</b> William.shea@ct.gov and Rita.Stewart@ct.gov	<b>Phone:</b> 860-256-0800
	<b>Fax:</b> 860-256-0815
<b>2. The Point of Contact for TOWN OF EAST LYME</b> (Please fill in the following fields)	
<b>Name &amp; Title:</b> Richard E. Morris	
<b>Address:</b> 171 Boston Post Rd	
<b>Email Address:</b> req53@yahoo.com	<b>Phone:</b> 860-739-4434
	<b>Fax:</b> 860-739-4381

**M. Other provisions.**

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or EAST LYME. 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 EAST LYME**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Its Chief Executive Officer  
 Duly Authorized  
 Typed Name &  
 Title: \_\_\_\_\_

**THE SOUTHEASTERN CONNECTICUT COUNCIL OF GOVERNMENTS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Its Executive Director  
 Duly Authorized  
 Typed Name \_\_\_\_\_

**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**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
William P. Shea  
Duly Authorized

AUTHORIZING RESOLUTION OF THE

**Insert Name Of Governing Body -- For Example, Town Council**

CERTIFICATION:

I, Record Keeper Name, the Record Keeper Title of Name of Governing Body, do hereby certify that the following is a true and correct copy of a resolution adopted by Name of Governing Body at its duly called and held meeting on Month and Day, Year, 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 Name of Governing Body may enter into with and deliver to the State of Connecticut Division of Emergency Management and Homeland Security, Department of Emergency Services and Public Protection any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Name of Officer, as Title of Officer of Name of Governing Body, is authorized and directed to execute and deliver any and all documents on behalf of the Name of Governing Body 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 Name of Officer now holds the office of Title of Officer and that he/she has held that office since Month, Day, and Year.

IN WITNESS WHEREOF: The undersigned has executed this certificate this        day of  
Month Year.

Name and Title of Record Keeper



**Establishment and Administration of Safety and Health Committees at Work Sites**

**Sec. 31-40v-1. Purpose and scope**

Section 31-40v of the general statutes "Establishment of safety and health committees by certain employers" requires that every covered employer administer a safety and health committee to promote health and safety in places of employment in this state. The purpose of this regulation is to specify rules for establishing and administering committees which will bring employers and employees together in a non-adversarial, cooperative, and effective effort to promote safety and health at each work site.

(Adopted effective May 22, 1995)

**Sec. 31-40v-2. Definitions**

For the purpose of sections 31-40v-1 through 31-40v-11, inclusive:

(a) "Average incidence rate" means the average incidence rate of work-related injury and illness for all industries in this state as determined by the Department of Labor.

(b) "Chairman" means the chairman of the Connecticut Workers' Compensation Commission or his designated agent.

(c) "Employee" means a person engaged in service to an employer in a business of his employer.

(d) "Employer" means a person engaged in business who has employees, including the State of Connecticut and any political subdivision thereof.

(e) "Managerial member" means any individual who has the authority to use his judgment in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibility to direct them, or to adjust their grievances or effectively to recommend such actions.

(Adopted effective May 22, 1995)

**Sec. 31-40v-3. Establishment of committees**

(a) Except as provided in subsection (e) of section 31-40v-4 and section 31-40v-10 of these regulations, each employer who has twenty-five or more employees at any single work site in this state, as well as each employer who has twenty-four or less employees in this state whose rate of work-related injury and illness exceeds the average incidence rate, shall establish and administer a safety and health committee for that work site.

(b) In determining employment levels under sections 31-40v-1 to 31-40v-11, inclusive, of these regulations, the employer shall count all regular employees excluding temporary and seasonal workers under the employer's direction and control.

(Adopted effective May 22, 1995)

**Sec. 31-40v-4. Committee membership and composition**

(a) The committee shall be composed of at least as many employee members as employer members. The number of employee members on the committee may be greater than the number of employer members.

(b) The employer's non-managerial employees shall select employee safety and health members.

(c) Each committee shall have a chairperson elected by the committee members. Employer and employee members may have rotating responsibilities for chairing committee meetings.

*Solomon's Agenda Item 3a. 10-21-15*

# Town of



# East Lyme

Richard E. Morris  
Public Safety Director / Fire Marshal  
Emergency Management Director

Department of Public Safety  
P.O. Box 519  
Niantic, CT 06357  
Phone: (860) 739-2420  
Fax: (860) 739-4381

October 8, 2015

Honorable Mark C. Nickerson  
Town of East Lyme  
108 Pennsylvania Avenue  
Niantic, CT 06357

RE: Review of Hazard Mitigation Plan

Dear Sir,

The Town of East Lyme Public Safety Department has reviewed the Hazard Mitigation Plan (MMI#3570-05) dated November 7, 2012. It appears to be up to date. We have reviewed our critical infrastructure sites with Eversource Power. We have applied for grants through the Hazard Mitigation Plan and we continue to monitor our flood zone areas with the planning and engineering departments.

Based on my opinion, the Hazard Mitigation Plan continues to meet the needs of the Town of East Lyme.

Respectfully,

Richard E. Morris,  
Public Safety Director

Silvestro  
Agenda  
Item 4a  
10-26-15