REGULAR MEETING AGENDA
COLUMBIA BOARD OF SELECTMEN

Tuesday, October 7, 2014, 7 pm

Adella G. Urban Administrative Offices Conference Room
323 Route 87, Columbia, CT

CALL TO ORDER

1. PLEDGE OF ALLEGIANCE

2. **MINUTES:** 9/16/14 Regular Meeting

3. AUDIENCE OF CITIZENS

4. OLD BUSINESS

5. NEW BUSINESS

5.1 CT DEEP Draft General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems

5.2 Homeland Security Grant Program

6. COLUMBIA LAKE / DAM / BEACH

6.1 Application for Constructing Structures on or over the Lake by M. Matthews

6.2 Application for Constructing Structures on or over the Lake by M. Matthews

6.3 Application for Constructing Structures on or over the Lake by M. Matthews

6.4 Application for Constructing Structures on or over the Lake by R. Davis

6.5 Application for Constructing Structures on or over the Lake by M. Williams

6.6 Application for Constructing Structures on or over the Lake by G. Keegan

7. APPOINTMENTS / RESIGNATIONS

7.1 Resignation of Linette Dooley (D) from Financial Planning & Allocation Comm.

7.2 Appointment of Linette Dooley (D) to the Board of Education

7.3 Appointment of Marcia Morrison (D) to Financial Planning & Allocation Comm.

7.4 Appointment of Edith Prague (D) to the Commission on Aging

7.5 Appointment of Maggie Ewald (D) to the Commission on Aging

7.6 Appointment of Gary Littlefield (R) to Zoning Board of Appeals

7.7 Resignation of Ann Dunnack (D) from the Szegda Farm Management Committee

8. TOWN ADMINISTRATOR REPORT

9. CORRESPONDENCE

9.1 9-23-14 letter from Rev. Dr. Mahlon Gilbert to BOS

9.2 Agreement between the BOE & Columbia Association of School Administrators

9.3 FY 15 STEAP Grant Application

10. BUDGET

10.1 Transfers

10.2 Refunds

10.3 Planning Tools

11. APPROVE PAYMENT OF BILLS

12. BOARD MEMBER COMMENTS

13. EXECUTIVE SESSION

13.1 Real estate per State Statutes Section 1-200(6)(D); Pending Litigation per State Statutes Section 1-200(6)(B); Personnel per State Statues Section 1-200(6)(A);

14. ADJOURNMENT

REGULAR MEETING MINUTES
COLUMBIA BOARD OF SELECTMEN

Tuesday, September 16, 2014, 7 pm

Adella G. Urban Administrative Offices Conference Room
323 Route 87, Columbia, CT

OK (R. Bogue abstained)

Members Present: First Selectman Carmen Vance; Selectman Steven Everett; Selectman Robert Hellstrom; Selectman William O'Brien.

Also Present: Town Administrator Jonathan Luiz and others.

CALL TO ORDER: C. Vance called the meeting to order at 7 pm.

1. **PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was recited.

2. **MINUTES:** 9/2/14 Regular Meeting. W. O'Brien MOVED to approve the BOS regular meeting minutes of 9/2/14 with the following correction:

   - *Page 2, item 5.2 states "MOTION CARRIED 4:1:0 with R. Bogue abstaining." It should state "MOTION CARRIED 4:0:1 with R. Bogue abstaining."* MOTION CARRIED 4:0.

   C. Vance MOVED to TABLE agenda items 6.1 thru 6.6 because the BOS has not yet received recommendations from the Lake Management Advisory Committee for these applications. MOTION CARRIED 4:0.

3. **AUDIENCE OF CITIZENS:** None.

4. **OLD BUSINESS:**

4.1 **2014 Columbia Road Race:** Alyson Cranick and Amy Cordone spoke to the BOS regarding the Annual Columbia Autumn Classic Road Race and the proposed route change for this year. They stated that they have taken management responsibilities of the Race. A. Cordone explained that the main reason for the proposed change in the route is for safety purposes. She stated she and other parents do not feel it is safe to run on Route 87 seeing that it is not completely blocked off from traffic. A. Cordone feels it is safer and more picturesque to run the back roads. S. Everett stated that he liked the old route which included running through the center of town on Route 87. He also said that he would have appreciated them coming before the BOS to discuss the proposed route change before they announced the change to the public. A. Cranick and A. Cordone stated that they were not aware that they needed Board of Selectmen (BOS) approval to change the route. A. Cranick explained that the approved certification for the race expired last year and that it was renewed for this year's race, with the new route. She said the renewal cost $377 and the money would be lost if the route changed again. W. O'Brien asked when the certification expires. A. Cranick stated it is good for 10 years but can be changed back next year to the original route. W. O'Brien expressed frustration that this item was placed on the agenda again after it was already voted on at the last BOS meeting. S. Everett MOVED to approve the new route for the annual Autumn Classic Road Race for one year, with the understanding the route be re-visited with the Board of Selectmen prior to next year's race being certified. MOTION CARRIED 4:0.

4.2 **Transfer Station Permit Costs:** J. Luiz stated that the transfer station permit has not been increased in nine years. He discussed current fees and proposed fees with the BOS. Discussion followed. C. Vance MOVED to approve the following fee schedule of transfer station permit stickers, ***effective May 1, 2015*** to the following: Residents aged sixty-one and under pay thirty dollars for up to two stickers per household. They can purchase up to two additional stickers at a cost of $15 per sticker. Residents aged sixty-two and older pay fifteen dollars for up

to two stickers per household. They can purchase up to two additional stickers at a cost of $15 per sticker. MOTION CARRIED 4:0.

5. **NEW BUSINESS**

5.1 **Ad-Hoc Committee on zoning and preservation of Columbia Lake:** C. Vance explained that due to the public's reaction to proposed zoning regulation changes impacting homes on and/or near Columbia Lake, she would like the BOS to establish an Ad-Hoc Committee on zoning and preservation of Columbia Lake per the request of the Planning and Zoning Commission Chair, Rick Nassiff. C. Vance proposed that the charge of the Committee be as follows: *To restudy the recently proposed zoning regulations related to the Columbia Lake area; to study the suggestions and comments made during the public hearing, and to involve stake holders in said process with the overriding concern being the preservation of the water quality of the lake and the value of said property.*
R. Hellstrom MOVED to establish an Ad-Hoc Committee on zoning and preservation Columbia Lake and to assign the Committee the charge as proposed by the First Selectman. MOTION CARRIED 4:0.

5.2 **Proposed Road Name – Hunters Ridge:** J. Luiz reported that the Chief of the Columbia Volunteer Fire Department offers no objection to the proposed road name of "Hunters Ridge." S. Everett MOVED to approve Walter Tabor's request to adopt the road name of "Hunters Ridge" for the road that he is currently building at the location formerly known as 10 Edgarton Road. MOTION CARRIED 4:0.

5.3 **Town Clerk Software:** J. Luiz stated that he and the Town Clerk have been investigating software replacement for the Town Clerks Office for approximately two years. Robin Kenefick said that she feels that COTT Systems is the best software for her office. She stated that she has been researching software options for quite some time and that numerous towns are satisfied with COTT Systems. In fact, she has traveled to some nearby towns to observe how the COTT Systems operates. C. Vance and R. Hellstrom asked why the current software is being replaced. J. Luiz and R. Kenefick explained that COTT Systems offers a unique combination of quality customer service and competitive price. W. O'Brien MOVED to authorize First Selectman to sign a contract with COTT Systems for software replacement in the Town Clerks Office. MOTION CARRIED 4:0.

6. **COLUMBIA LAKE / DAM / BEACH**

6.1 **Application for Constructing Structures on or over the Lake by M. Matthews**

6.2 **Application for Constructing Structures on or over the Lake by M. Matthews**

6.3 **Application for Constructing Structures on or over the Lake by M. Matthews**

6.4 **Application for Constructing Structures on or over the Lake by R. Davis**

6.5 **Application for Constructing Structures on or over the Lake by M. Williams**

6.6 **Application for Constructing Structures on or over the Lake by G. Keegan**

7. **APPOINTMENTS / RESIGNATIONS**

7.1 **Resignation of David Chase (D) from Lake Management Advisory Committee (LMAC)**

7.2 **Resignation of Laurie Perrotti-Verboven from the Board of Education**

7.3 **Appointments – Ad-Hoc Committee on Zoning and Preservation of Columbia Lake:** C. Vance MOVED to appoint the following members to the Ad-Hoc Committee on Zoning and Preservation of Columbia Lake:
Carmen Vance, Chair
Rick Nassiff, PZC
Vera Englert, PZC
Joe Narkawicz, ZBA
Carole Williamson, ZBA

Bill Ross, IWWC
Ian Dann, IWWC
Mark Coleman, LMAC
Robert Powell, LMAC
Ann Dunnack, Open Space and Cons/Ag
Henry Beck Jr., Lake resident
Mary Roickle, Lake resident
MOTION CARRIED 4:0.

8. **TOWN ADMINISTRATOR REPORT:** J. Luiz provided an update on the Baker Hill Bridge Project and the Hop River Road Bridge Project. He said the town is currently accepting applications and advertising for the Rec Director position and the Accountant position. J. Luiz said he will meet with Dr. Kortmann in the near future to discuss the issue of invasive species at Mono Pond. J. Luiz stated that towns around the Windham Region continue to negotiate costs of Windham Hospital's paramedic service with Windham Hospital. He spoke about the school roof project being very close to final completion and explained that the project architect advised the town that the gutter installation performed is just as good as the gutter installation called for in the specifications and drawings. R. Hellstrom inquired if the architect will be liable for future problems caused by the gutters. J. Luiz will search for an answer to that question. J. Luiz told the BOS that meetings to discuss the speed issue on Erdoni Road have been scheduled and that a mailer has been sent to residents that live on Erdoni Road, Sunnyslopes Road and Sadlon Road. A legal notice about the meetings will also be published in the *Chronicle*. J. Luiz will email details of the meetings to the BOS members.

9. **CORRESPONDENCE:**
9.1 **Marine Patrol 2014 Year-End Report**
9.2 **8/2014 *Willimantic Chronicle* Article**
9.3 **Columbia 2014/2015 High School Enrollment and Magnet School Enrollment**
9.4 **Correspondence from Troop K dated 9/1/14**
9.5 **Debt/Mill/Tax Impact – Proposed Library Expansion by IBIC**
9.6 **Letter from K. Grady to C. Vance re: Volunteer Fire Assistance Grant**
9.7 **Memo from Department of Education re: '14-'15 MBR**

10. **BUDGET**
10.1 **Transfers:** C. Vance MOVED to approve the following transfer:

AMOUNT	FROM	TO
$4,250	10-4800-900, Contingency	10-4134-500, Public Records, Prof/Tech

MOTION CARRIED 4:0.

10.2 **Refunds:** S. Everett MOVED to approve the following refunds totaling $909.37:

AMOUNT	FROM	TO
$325.75	Town of Columbia	ARI FLEET LT
$379.01	Town of Columbia	ARI FLEET LT
$42.71	Town of Columbia	GLORIANNE BAUTISTA
$4.50	Town of Columbia	JEAN OR DONNA GODBOUT
$50.92	Town of Columbia	BRIAN KING
$13.57	Town of Columbia	WILLIAM MCGLYNN
$3.14	Town of Columbia	RACHEL OR RAYMOND MERRILL
$34.16	Town of Columbia	JAMES MURPHY II
$21.13	Town of Columbia	JACQUELINE VERONESE
$34.48	Town of Columbia	JACQUELINE VERONESE

MOTION CARRIED 4:0.

11. **APPROVE PAYMENT OF BILLS:** S. Everett MOVED to approve the FY 2013-14 emergency bills in the amount of $1,583.15. MOTION CARRIED 4:0. R. Hellstrom MOVED to approve the FY 13-14 regular bills in the amount of $480.61. MOTION CARRIED 4:0. S. Everett MOVED to approve the FY 14-15 emergency bills in the amount of $121.73. MOTION CARRIED 4:0. C. Vance MOVED to approve the FY 14-15 regular payment of bills in the amount of $114,741.57. MOTION CARRIED 4:0.

12. **BOARD MEMBER COMMENTS:** None.

13. **EXECUTIVE SESSION**

13.1 Real estate per State Statutes Section 1-200(6)(D); Pending Litigation per State Statutes Section 1-200(6)(B); Personnel per State Statues Section 1-200(6)(A); C. Vance MOVED to enter into executive session with J. Luiz and Ann Dunnack present at 8:18 pm. MOTION CARRIED 4:0. Executive Session ended at 8:40 pm.

14. **ADJOURNMENT:** C. Vance MOVED to adjourn at 8:41pm and the MOTION CARRIED UNANIMOUSLY. The next regular meeting of the BOS is scheduled for Tuesday, October 7, 2014 at 7 pm.

Respectfully submitted by Kimberly A. Bona

TOWN OF COLUMBIA

323 Jonathan Trumbull Highway, Columbia, CT 06237
(860) 228-0110 FAX: (860) 228-1952

OFFICE OF THE TOWN ADMINISTRATOR

TO: Columbia Board of Selectmen

FROM: Jonathan Luiz, Town Administrator

DATE: October 3, 2014

RE: CT DEEP DRAFT General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems

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The State of Connecticut Department of Energy and Environmental Protection (DEEP) has created 73 pages of DRAFT regulations that it may implement.

The Connecticut Conference of Municipalities and the Connecticut Conference of Small towns have told municipalities that the draft regulations, if adopted, would do the following:

1. Mandate that municipal street sweeping take place a certain number of times per year (Columbia sweeps once per year);

2. Mandate that towns have a municipal-wide leaf collection program (Columbia does not have such a program);

3. Mandate that catch basin cleaning take place a certain number of times per year; and

4. Mandate that the town adopt snow disposal practices during major storms.

Columbia Public Works Director George Murphy is scheduled to attend a three hour workshop on October 29, 2014 that will cover the draft regulations and their impact on municipalities. The workshop will be conducted by the Connecticut Conference of Municipalities. The workshop should help Mr. Murphy quantify the impact that adopting the draft regulations would have on the Town of Columbia. His findings will be presented to the BOS at a future meeting. In the meantime, please consider familiarizing yourself with the draft regulations by visiting http://www.ct.gov/deep/lib/deep/public_notice_attachments/general_permits/2014july7ms4generalpermit.pdf online. I will email the BOS this link.

Familiarizing yourselves with the draft regulations would allow the BOS as a unit to develop an opinion on the draft regulations. The State DEEP has scheduled a Public Hearing on the draft regulations. The hearing is set forWednesday, December 17, 2014 at 10 am at the DEEP Headquarters, 79 Elm Street, Hartford. At that time, municipal CEO's will be allowed to testify before the general public, following testimony from DEEP staff and Intervener Parties. Carmen is thinking of testifying at the event. She wants to discuss the matter with the BOS after members have gotten a chance to review the draft regulations and after Mr. Murphy has submitted his thoughts to the BOS as to the impact the regulations would have on the town.

Talking Points - Proposed General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems

Connecticut's small towns recognize the importance of protecting water quality in our communities and have embraced efforts to address stormwater management. However, the proposed General Permit imposes numerous unfunded mandates on towns at a time when towns continue to struggle to fund core municipal services, such as education, public safety and public health.

Rather than mandate onerous requirements on municipalities that will only serve to siphon resources away from efforts to manage stormwater at the local level, DEEP should reissue the General Permit without significantly expanding or revising the requirements already imposed on municipalities and assist municipalities in compliance by developing model ordinances and Best Management Practices. DEEP should also refrain from exceeding EPA's requirements and imposing burdensome requirements on Connecticut's small towns, designated as Tier 2.

Unfunded Mandates on Municipalities Included in Proposed General Permit

- **New or Increased Fees**
- **Extensive Reporting Requirements** including: 1) data on staff training on deicing and snow removal, lane miles treated, total amount of each deicing materials used; 2) the number of curb miles swept, dates that street sweeping was conducted, the amount of debris removed, the number of parking lots cleaned, and the size of the lots. The reporting requirements referenced throughout the proposed General Permit will require towns to hire additional staff to complete.
- **Rigid Street Sweeping Requirements** on Tier 1 municipalities –Requires monthly sweeping from April through October; quarterly sweeping of commercial and business district sidewalks; annual sweeping of residential and other streets and sweeping of event gathering within 48 hours of the event or 24 hours if rain is forecast. Municipalities make decisions about street sweeping based on a variety of factors; including how often sand was applied during the winter season; whether streets are curbed; or whether sand or other debris has accumulated along the road edges.
- **Mandatory Annual Leaf Pick Ups** -- Requires ALL towns to conduct leaf pick-ups by December 15 each year regardless of whether leaf pick-ups are needed in rural communities where leaves are discarded in the woods or used as compost.
- **New or Updated Land Use Regulations** Requires towns to update land use regulations to include Low Impact Development measures, post-construction stormwater retention and other requirements in considering applications for new development and redevelopment. It also requires towns to develop new ordinances on stormwater runoff.
- **Comprehensive Municipal Stormwater Plans** – Requires towns to develop stormwater management plans that will require small towns to expend considerable resources to prepare and update.
- **Certification of Municipal Stormwater Management Plans by a Neutral Third Party** –Requires Stormwater

TOWN OF COLUMBIA

323 Jonathan Trumbull Highway, Columbia, CT 06237
(860) 228-0110 FAX: (860) 228-1952

OFFICE OF THE TOWN ADMINISTRATOR

TO: Columbia Board of Selectmen

FROM: Jonathan Luiz, Town Administrator

DATE: October 3, 2014

RE: Homeland Security Grant Program

As indicated in the attached email from Mark Paquette, Columbia's participation in the 2014 Homeland Security Grant program is dependent on the Town adopting a resolution that authorizes First Selectman Vance to sign a Memorandum of Agreement (MOA) with the State of Connecticut.

The resolution and the MOA are attached. I have also attached a FAQ Sheet/Talking Points that discuss the grant funds.

I respectfully ask the BOS to consider adopting the attached Resolution.

Jonathan Luiz

From: Mark Paquette [paquettesccog@gmail.com]
nt: Monday, September 29, 2014 7:23 PM
o: Matthew W. Hart; John Elsesser; Jonathan Luiz; cmailhos@willingtonct.org; Licata, Michael; Noel Waite
Subject: FY 14 HS MOA's
Attachments: Fact Sheet.docx; Blanket Resolution.docx; Region 4- 2014 MOA Blanket Document.pdf

Dear CEO's and EMD's:

The 2014 Homeland Security Grant Program process is now underway and requires your attention. This email contains two documents that are necessary for continued participation in the Homeland Security Grant Program. See description of attachments below. Also attached, please find a fact sheet that explains the Memorandum of Agreement (MOA) process.

ATTACHMENT 1: Memorandum of Agreement Blanket Document

This document is a necessary requirement for receiving Homeland Security Grant Funds and performs the following functions:

I. Details state use of local Homeland Security funds and the administration of the DEMHS Region 4 Homeland Security Grant Program;

II. Details the terms of custodial ownership of assets purchased with regional Homeland Security funds.

The attachment is a fillable PDF that auto populates after you insert information into the first page. Please fill out the data sheet on the first page to auto populate the document, then print and follow the instructions on the page two ecklist.

ATTACHMENT 2: Blanket Resolution Template

All memoranda of agreement require an authorizing resolution. We strongly recommend that you use the blanket resolution template as this is the language approved by the Office of the State Attorney General. If you have a blanket resolution with the same town CEO from the previous HSGP MOA's, you may attach a SEALED copy to this MOA. If the CEO has changed, you must submit a newSEALED blanket resolution.

Completed MOA's with Blanket Resolution are due **December 1. 2014** to:

Mr. James Butler, Executive Director
Southeastern Connecticut Council of Governments
5 Connecticut Avenue
Norwich, Ct 06360

If you have any questions or concerns regarding this document or the Homeland Security Grant Program, please feel free to contact the DEMHS Grants Unit at 860-685-8038 or the Southeastern Connecticut Council of Governments.

Thank you.

Thank You.

Mark N. Paquette
50-933-5623

AUTHORIZING RESOLUTION OF THE COLUMBIA BOARD OF SELECTMEN

CERTIFICATION:

I, Robin M. Kenefick, the Town Clerk of the Town of Columbia, do hereby certify that the following is a true and correct copy of a resolution adopted by the Columbia Board of Selectmen at its duly called and held meeting on October 7, 2014, 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 Columbia Board of Selectmen 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 Carmen Vance, as First Selectman of The Town of Columbia, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Columbia 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 Carmen Vance now holds the office of First Selectman and that he/she has held that office since November 24, 2009.

IN WITNESS WHEREOF: The undersigned has executed this certificate this eighth day of October, 2014.

_____

Robin M. Kenefick, Columbia Town Clerk

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

FFY 2014 STATE HOMELAND SECURITY GRANT PROGRAM
REGION 4 MEMORANDUM OF AGREEMENT

Data Sheet

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

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

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

Town Information: Screen Fillable

Person Completing Document:	Jonathan Luiz
Municipality Name (ie. Town of):	TOWN OF COLUMBIA
Municipality Short Name:	COLUMBIA
Town CEO Name:	Carmen Vance
Town CEO Title (ie. Mayor):	First Selectman
Date Recieved By Town:	September 29, 2014

Point of Contact Information: Screen Fillable

Point of Contact Name:	Jonathan Luiz, Town Administrator
Address:	323 Route 87
Email:	jluiz@columbiact.org
Phone:	860-228-0110
Fax:	860-228-1952

FFY 2014 STATE HOMELAND SECURITY GRANT PROGRAM REGION 4 MEMORANDUM OF AGREEMENT CHECKLIST

Please use this checklist to insure completion and accuracy of the following agreement. All items should be checked off once completed

1. Instructions for the TOWN OF COLUMBIA

Received by: Jonathan Luiz *Phone Number:*

For the MOA:

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

☐ *Authorizing Resolution Attached*

The Blanket Resolution Template includes the recommended language for the resolution. If you do not use this template, the resolution must reference the FFY 2014 Homeland Security Grant Program. No other resolutions will be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2014 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

Once complete, mail the complete MOA package to: Mr. James Butler, Executive Director- Southeastern Connecticut Council of Governments, 5 Connecticut Avenue, Norwich, Connecticut 06360

2. Instructions for the Southeastern Connecticut Council of Governments

Received by: *Phone Number:*

Review and Signature

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

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

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2014 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

DUE DATE: December 1, 2014

MEMORANDUM OF AGREEMENT

REGARDING USE OF
FEDERAL FISCAL YEAR 2014 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 COLUMBIA, 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 2014 State Homeland Security Grant Program (SHSGP), Award No. EMW-2014-SS-00080-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 2014 SHSGP in the total amount of $1,638,084 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/IED Attack Deterrence;
   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 COLUMBIA – 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. COLUMBIA is eligible to participate in those Federal Fiscal Year 2014 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 COLUMBIA enter into Part I of this MOA authorizing the SAA to act as the agent of COLUMBIA and allowing the SAA to retain and administer grant funds provided under 2014 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 COLUMBIA Responsibilities.

The SAA agrees to administer the SHSGP grant funds of $1,638,084 for in furtherance of the seven regional set-aside projects listed above.

COLUMBIA agrees to allow the SAA to provide financial and programmatic oversight of the $1,638,084 for the purpose of supporting the allocations and uses of funds under 2014 SHSGP

consistent with the 2014 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. COLUMBIA 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 COLUMBIA Responsibilities.

COLUMBIA also agrees to allow Southeastern Connecticut Council of Governments to provide financial and programmatic oversight of the Federal Fiscal Year 2014 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 COLUMBIA, 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. COLUMBIA has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of COLUMBIA, 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 COLUMBIA may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2014 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 2014;

B. Purpose.

DESPP/DEMHS, the Region 4 REPT, Southeastern Connecticut Council of Governments, and COLUMBIA, enter into Part II of this MOA regarding asset(s) for which COLUMBIA agrees to be the custodial owner, and which are described in the approved 2014 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 COLUMBIA may be made after the execution of this agreement and that Appendix A shall be completed accordingly. COLUMBIA 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 COLUMBIA.

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

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

If COLUMBIA 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 COLUMBIA 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 COLUMBIA 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 COLUMBIA, 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 COLUMBIA 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 COLUMBIA 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. COLUMBIA 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.

COLUMBIA 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. COLUMBIA 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 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.**

1. The Point of Contact for the SAA	
Name & Title: Deputy Commissioner William P. Shea	
Address: 25 Sigourney Street, 6th Floor, Hartford, CT 06106	
Emails: William.shea@ct.gov and Rita.Stewart@ct.gov	**Phone:** 860-256-0800
	Fax: 860-256-0815

2. The Point of Contact for TOWN OF COLUMBIA **(Please fill in the following fields)**	
Name & Title: Jonathan Luiz, Town Administrator	
Address: 323 Route 87	
Email Address: jluiz@columbiact.org	**Phone:** 860-228-0110
	Fax: 860-228-1952

M. **Other provisions.**
Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or COLUMBIA. 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 COLUMBIA

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

STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY

FFY Homeland Security Grant Program (HSGP)
Omnibus Memorandum of Agreement (MOA)
FAQ Sheet and Talking Points

What is the 2014 HSGP Omnibus MOA?

The FFY 2014 HSGP Omnibus MOA is an Agreement between the State of Connecticut, local municipalities and the 5 regional fiduciary agents responsible for providing programmatic and financial oversight to projects determined to be beneficial by the Regional REPTs and DEMHS.

Who administers and collects the MOAs?

The State of Connecticut DESPP/DEMHS Strategic Planning and Community Preparedness unit develops the MOAs based off of federal funding allocations approved by the DEMHS Advisory Council and the Federal Department of Homeland Security (DHS). It is administered and collected by the regional fiduciary who delivers the documents to the State of Connecticut, DESPP/DEMHS, Strategic Planning and Community Preparedness Unit upon completion.

Why is this done on a yearly basis?

Funding availability changes on a year to year basis and requires yearly MOAs that delineate these funding differences.

Who do I send my completed MOA to?

The completed MOAs need to be submitted to the DEMHS regional fiduciary agent as outlined on page two of the MOA Document.

How do I populate my town information into the MOA form?

The blank areas indicating the Municipality throughout the document are populated by completing the ***MOA Datasheet*** electronically prior to printing for signature. Failure to populate the fields will result in an invalid document.

Do I need a new municipal resolution?

A new municipal resolution is required when a there is a new municipal CEO. It is required that you provide a certified copy of your original resolution every year to indicate a resolution is in place. If the municipality does not choose to use the Blanket Resolution a new resolution will be required yearly that indicates the year of funding.

25 Sigourney Street, 6th floor, Hartford, CT 06106
Phone: 860.256.0800 / Fax: 860.256.0815
An Affirmative Action/Equal Employment Opportunity Employer

LAKE MANAGEMENT ADVISORY COMMITTEE

September 20, 2014

Ms. Carmen Vance
First Selectman
323 Route 87, Yeoman's Hall
Columbia, Connecticut 06237

On September 3, 2014, Mr. Michael Matthews, acting on behalf of the Woodland Terrace Association, submitted a permit application seeking to extend the time period for repairs to the Association dock granted in the original permit request issued October 16, 2013. His stated reason was that inclement weather in the fall of 2013 prevented the repairs from being done while the lake waters were low.

In reviewing the original permit issued on October 16, 2013, section 11 clearly states that the permit is valid for a period of two years from date of issue, making it valid until October 16, 2015.

On Saturday, September 20, 2014, I, representing Lake Management Advisory, spoke with Mr. Matthews. He was under the impression the permit issued him was valid for only one year and the time had expired.

I informed him the recommendation from LMAC to the BOS would be to honor the original permit, with the same considerations as stated, until October 16, 2015.

Your consideration in this matter is appreciated.

Respectfully Submitted;
Mark T. Coleman
Mark T. Coleman
Chairman, LMAC

COPY OF PREVIOUS APPROVAL ATTACHED, WORK NOT DONE DUE TO WEATHER CONDITIONS

Town of Columbia
323 Jonathan Trumbull Highway, Columbia, CT 06237
Phone: (860) 228-0110 Fax: (860) 228-1952

Application for Constructing Structures on or over Columbia Lake

Date submitted: 9/3/14

Complete and return to the Board of Selectmen.

Property owner: WOODLAND TERRACE ASSOC, JON DILLWORTH- President MIKE MATTHEWS- Applicant

Address: 8 WOODLAND TERRACE

Property Location: RIGHT OF WAY

Daytime phone # 860-882-2681 MIKE MATTHEWS

Applicant if different from owner: MIKE MATTHEWS

Address: 1 LOWER WOODLAND TERRACE, COLUMBIA CT 06237

Daytime phone # 860-882-2681

Structure Information:

Proposal is for: ☐New ☐Replacement ☑Repair

Structure Type: ☑Dock ☐Seawall ☐Raft ☐Boat Cover

Application must include a sketch of the structure clearly indicating dimensions and placement of the structure in reference to the property, as well as information regarding materials to be used in construction/repair. Supporting information such as maps and pictures are also helpful and may help expedite the process.

Note: Applications made by persons other than the property owner must contain the written approval of the application by the owner. All fee-owners and owners of rights-of-way shall join in any application. Signature below indicates approval for the Board of Selectmen or authorized town personnel to visit property for the purpose of inspecting prior to and after construction.

Owner Signature: _____ Date: _____

Applicant Signature: Michael D Matthews Date: 9-3-14

Special note: Permission by the Board of Selectmen to construct a structure on or above the Town owned lake bottom shall not relieve the applicant from obtaining other required approvals, nor shall Selectmen approval indicate eventual approval by other officials.

Approved: _____ **Date:** _____
First Selectman

Revised: 4/1/97, 12/01, 09/03, 10/03

Columbia Board of Selectmen
323 Jonathan Trumbull Highway, Columbia, CT 06237
Phone: (860) 228-0110 Fax: (860) 228-1952

STANDARDS FOR GRANTING PERMISSION FOR THE CONSTRUCTION OF STRUCTURES ON COLUMBIA LAKE

The following are the standards the Columbia Board of Selectmen shall employ in granting permission for the structures to be attached or built on or above the Town owned bottom of Columb Lake. In granting permission the Selectmen shall take into account issues of safety, access, aestheti the environment, views and neighborhood tranquility. The Board of Selectmen may modify these standards to meet the specific requirements of the topography but must always take into account lor term public benefits.

General standards:

a.) All construction shall be of sound material that shall not adversely affect either Lake water quality or aquatic life. All permitted structures will be maintained in a structurally safe condition.

b.) The design and placement of all structures shall be such that there will be a minimal restriction to the free flow of water in the Lake, and craft upon such Lake.

c.) Placement of all structures shall be such as not to obstruct access of the Lake, the use of the Lake and channels, as well as posing the least amount of hazard for swimmers divers, boaters and other users o the Lake.

d.) Property lines (extended) shall be observed so that all structures are positioned within the property sidelines (extended) of the applicant. Structures shall not interfere with access by neighbors to their property or Lake.

e.) Construction of all structures shall take place during low water season – fall or winter – to minimize erosion and facilitate inspection of the building process. Construction will not be permitted between March 15 to October 15 in even numbered years and March 15 to November 15 in odd numbered yea

f.) No construction equipment will be allowed on the lakebed.

APPLICANTS COPY

Town of Columbia
323 Jonathan Trumbull Highway, Columbia, CT 06237
Phone: (860) 228-0110 Fax: (860) 228-1952

Board of Selectmen Permission for Constructing Structures on or over Columbia Lake

ranted by the Board of Selectmen and
ocumented in the Minutes of its Meeting held: Tuesday, October 15, 2013

ranted to: *Michael Matthews, applicant* - Woodland Terrace Assc, Inc (WTA)
Jon Dillworth, President

f (residence/mailing address): 1 Lower Woodland Terrace

or: X Dock/Pier ☐Raft ☐Boat Cover Structure

Other: Dock Repair

t (property address): 8 Upper Woodland Terrace

roperty Owner (if different from Grantee): N/A

ei...ssion is hereby granted to the above-named grantee to erect and maintain, at his/her/their wn proper cost and expense, a structure extending into the waters of Columbia Lake in ccordance with the following:

. Said structure shall be securely attached to the land of the above-named property and shall be so located as not to interfere with the use of the waterfront of adjacent property owners. Said structure shall in no way interfere with the use of lakefront structures permitted to be maintained by adjacent property owners.

2. Said structure shall be constructed of existing stones from collapsed walls. Shall be no wider than N/A feet, and shall extend into the lake no longer than N/A feet from the mean high water mark of said lake, as per the application and diagram submitted N/A.

3. Said structure shall be so constructed that it will not be a hazard to any person(s), using the waters of said lake.

4. Said structure shall be considered the personal property of above owner/applicant.

5. The Town of Columbia shall under no circumstances be liable for any damage to said structure from any cause whatsoever.

6. The Town of Columbia shall not be liable for any damages, or claims for damages, arising from the erection and/or maintenance of said structure, or from any damages, or claims for damages, for any injury of any kind or nature occurring or alleged to have occurred, to persons and/or property as a result of, or in connection with, the erection, maintenance and use of said structure.

7. The above grantee, by acceptance of this permit, agrees to indemnify and save harmless the Town of Columbia from any and all liability, loss, cost, damage, judgements and expense whatsoever arising form any claims for injuries of any kind or nature to persons and/or property, occurring, or alleged to have occurred, in connection with or as a result of said structure.

LAKE MANAGEMENT ADVISORY COMMITTEE

September 21, 2014

Ms. Carmen Vance
First Selectman
323 Route 87, Yeoman's Hall
Columbia, Connecticut 06237

On September 10, 2014, Mr. Michael Matthews, of 1 Lower Woodland Terrace, Columbia, submitted two permit applications. The first, to repair his oversized wooden dock and the second to repair his existing concrete seawall and attached concrete dock.

On Sunday, October 21, 2014, I, representing Lake Management Advisory met with Mr. Matthews (at his property) to review these applications.

The first permit request involves painting the top boards of the oversized (6' 0" x 33' 0") wooden dock with "Deck Over" paint product. The dock is an older wood structure, still structurally sound; however the top boards are weathered and beginning to crack and splinter. The "Deck Over" product is specifically formulated to fill in small cracks and splinters and extend the useable life of the wood. This product has been previously approved for use on other similar projects around the lake and is recommended for approval on this request, with the following conditions;

- All work will be accomplished between October 1, 2014 and March 15, 2015, at time of low water
- Applicant will use tarps or catch cloths beneath the dock to catch drips or spillage from direct contact with the lakebed.
- Application of product will be accomplished by hand with use of brushes and rollers
- No mechanical sprayers will be allowed on or over the lakebed.

The second request involves the skim coating and crack repair to small sections of the existing concrete seawall and attached 12' 0" x 44' 0" concrete dock/pier. The product indicated for use in these repairs is designed for maximum adhesion to vertical surfaces and is environmentally friendly. Once repaired the applicant further states he wishes to repaint the surface in a similar color to the existing. It is the recommendation of Lake Management Advisory to the Board of Selectmen that this permit request be approved with the following considerations;

- All work will be accomplished between October 1, 2014 and March 15, 2015, at the time of low water.
- The work will be accomplished by hand and no materials or mechanical equipment will be placed on the lakebed
- Skim-coating and crack filling to the degree needed to bring the surface smooth. No appliques or fascia work or extending the dimensions of the structures is allowed.
- The paint product selected will be environmentally suitable for this application and the applicant will insure there is sufficient time for the paint to cure prior to the lake re-filling.

At the time of inspection it was noted that there is an approximate 50 s/f growth of Typha Latifolia (commonly known as Cattail) up against the applicant's seawall. While not an invasive species of plant and commonly found growing in shallow portions of lakes and ponds, their presence here does diminish the applicant's use of his waterfront. The applicant further requests permission to remove the existing growth of cattails.

These plants became established during the spring and summer low water conditions of 2011. They spread by seed pods blowing in the wind and re-establishing in other low water areas. The plant requires above surface growth to survive and while not a certainty, removal of adult plants will frequently curtail or eliminate their spread.

It is the recommendation of Lake Management Advisory to the Board of Selectmen that they approve the removal of these plants with the following conditions;

- No removal of plants prior to low water, on or after October 15, 2014 and prior to March 15, 2015.
- All removal will be accomplished by hand pulling. No use of mechanical means such as mowing, weed-whacking, rototilling or excavation is to be allowed.
- Disturbance to the lakebed will be confined to the uprooting of the plants only.
- No pesticides, herbicides or other chemical treatment will be allowed.
- All plant materials (leaves, pods, stalks and roots) will be removed away from the lake and properly disposed of.

Your consideration in these matters is appreciated.

Respectfully Submitted;

Mark T. Coleman

Mark T. Coleman
Chairman, LMAC

* PHOTO OF WALL & MATERIAL SPEC'S ATTACHED

Town of Columbia
323 Jonathan Trumbull Highway, Columbia, CT 06237
Phone: (860) 228-0110 Fax: (860) 228-1952

Application for Constructing Structures on or over Columbia Lake

Date submitted: 9-10-14

Complete and return to the Board of Selectmen.

Property owner: MICHAEL D. MATTHEWS
Address: 1 LOWER WOODLAND TERRACE COLUMBIA
Property Location: 1 LOWERWOODLAND TERRACE
Daytime phone # 860-882-2681
Applicant if different from owner:
Address:
Daytime phone #

Structure Information:

Proposal is for: ☐ New ☐ Replacement ☑ Repair

Structure Type: ☐ Dock ☑ Seawall ☐ Raft ☐ Boat Cover

Application must include a sketch of the structure clearly indicating dimensions and placement of the structure in reference to the property, as well as information regarding materials to be used in construction/repair. Supporting information such as maps and pictures are also helpful and may help expedite the process.

Note: Applications made by persons other than the property owner must contain the written approval of the application by the owner. All fee-owners and owners of rights-of-way shall join in any application. Signature below indicates approval for the Board of Selectmen or authorized town personnel to visit property for the purpose of inspecting prior to and after construction.

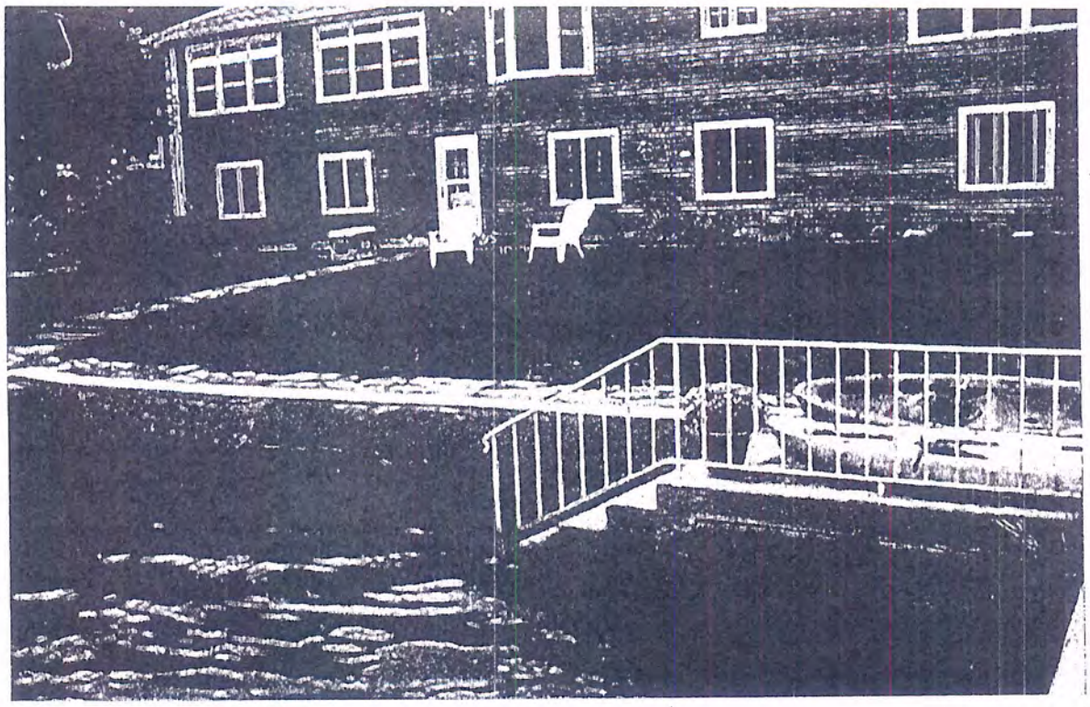
Owner Signature: Michael D Matthews Date: 9-10-14

Applicant Signature: Michael D Matthews Date: 9-10-14

Special note: Permission by the Board of Selectmen to construct a structure on or above the Town owned lake bottom shall not relieve the applicant from obtaining other required approvals, nor shall Selectmen approval indicate eventual approval by other officials.

Approved: _____ Date: _____
First Selectman

Revised: 4/1/97, 12/01, 09/03, 10/03



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* SKETCH ON BACK w/ PHOTO'S

Town of Columbia
323 Jonathan Trumbull Highway, Columbia, CT 06237
Phone: (860) 228-0110 Fax: (860) 228-1952

Application for Constructing Structures on or over Columbia Lake

Date submitted: 9-10-14

Complete and return to the Board of Selectmen.

Property owner: MICHAEL D. MATTHEWS
Address: 1 LOWER WOODLAND TERRACE
Property Location: 1 LOWER WOODLAND TERRACE, COLUMBIA
Daytime phone # 860-882-2681
Applicant if different from owner:
Address:
Daytime phone #

Structure Information:

Proposal is for: ☐New ☐Replacement ☑Repair

Structure Type: ☑Dock ☐Seawall ☐Raft ☐Boat Cover

Application must include a sketch of the structure clearly indicating dimensions and placement of the structure in reference to the property, as well as information regarding materials to be used in construction/repair. Supporting information such as maps and pictures are also helpful and may help expedite the process. PAINT BOTH DOCKS WITH BEHR DECKOVER

Note: Applications made by persons other than the property owner must contain the written approval of the application by the owner. All fee-owners and owners of rights-of-way shall join in any application. Signature below indicates approval for the Board of Selectmen or authorized town personnel to visit property for the purpose of inspecting prior to and after construction.

Owner Signature: Michael D Matthews Date: 9-10-14

Applicant Signature: Michael D Matthews Date: 9-10-14

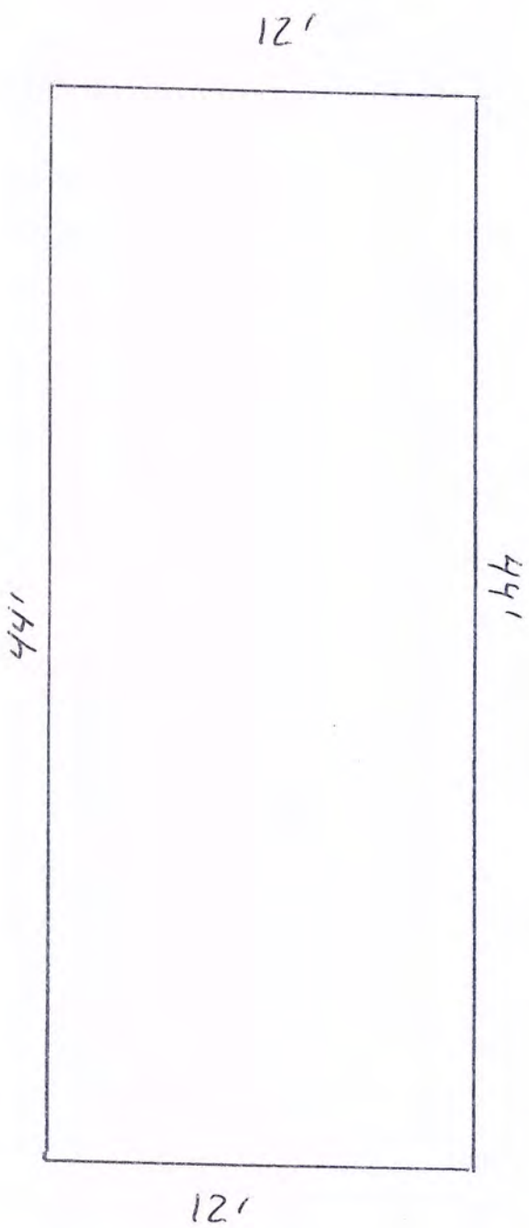
Special note: Permission by the Board of Selectmen to construct a structure on or above the Town owned lake bottom shall not relieve the applicant from obtaining other required approvals, nor shall Selectmen approval indicate eventual approval by other officials.

Approved: _____ Date: _____
First Selectman

Revised: 4/1/97, 12/01, 09/03, 10/03

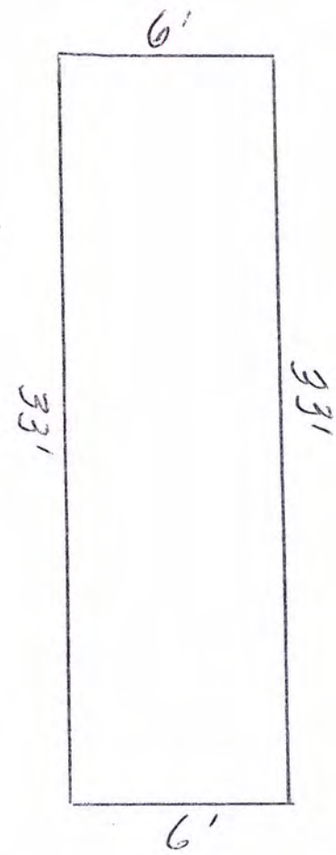
DOCK # 1

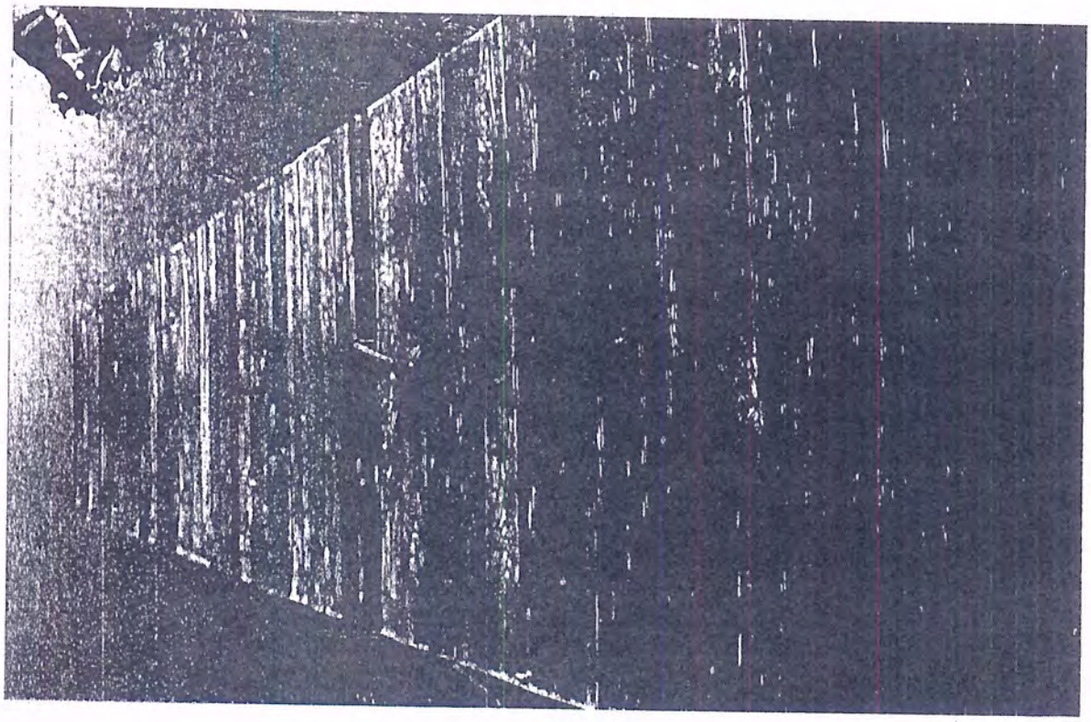
CONCRETE DOCK

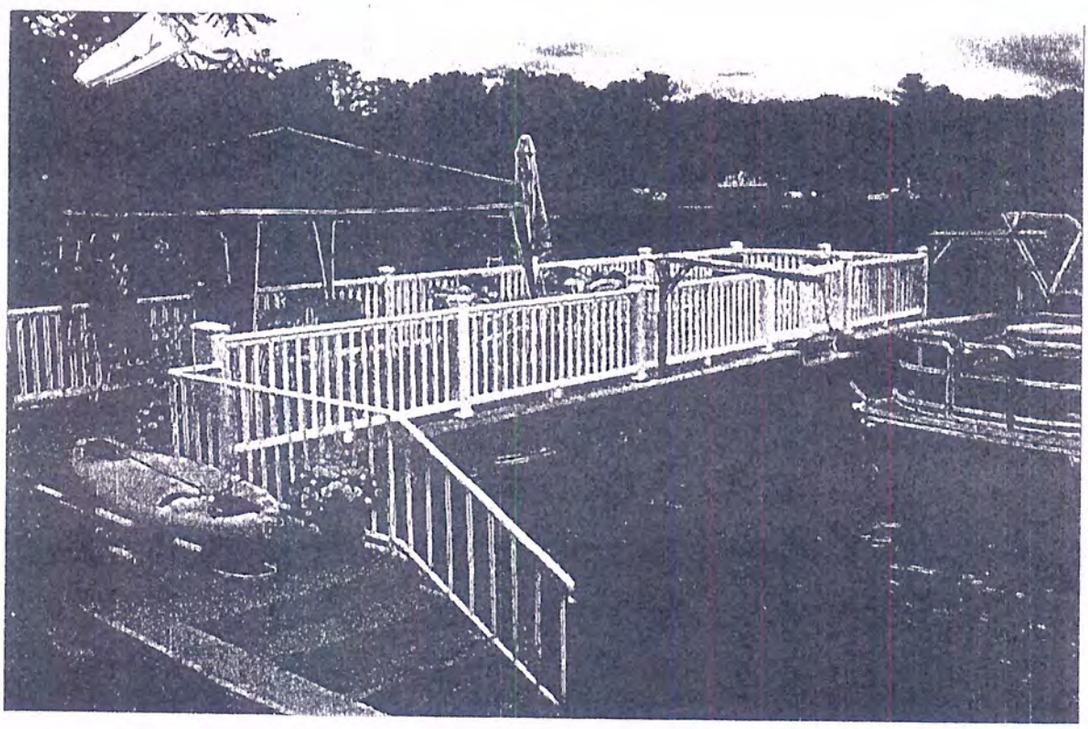


DOCK # 2

WOOD DOCK







LAKE MANAGEMENT ADVISORY COMMITTEE

September 4, 2014

Ms. Carmen Vance
First Selectman
323 Route 87, Yeoman's Hall
Columbia, Connecticut 06237

On August 18, 2014, Mr. Robert Davis of 43 Sleepy Hollow Road, Columbia submitted a permit application to add a decorative stone veneer to the existing concrete seawall at his property.

The proposal would be to attach 2 inch thick natural decorative stone veneer to the top two feet of the facing side of the seawall, so that it extends down 6 inches below the mean high water level; however not all the way to the lakebed.

The proposal is contrary to the provisions in the guidelines (Standards for Granting Permission for the Construction of Structures on Columbia Lake) (page 5, section D), prohibiting extending seawalls into Columbia Lake.

On September 3, 2014, at the regularly scheduled meeting of Lake Management Advisory Committee the topic was discussed and the unanimous opinion is the language in the Guidelines not be altered and extending seawalls into the lake still be disallowed.

It is the recommendation of Lake Management Advisory Committee to the Board of Selectmen that this permit request be denied based on the stated provision in the Guidelines (page 5, section D) {Applicant shall not extend and or backfill their property behind the seawall, except to the level required to complete construction}

Your consideration in this matter is appreciated.

Respectfully Submitted;

Mark T. Coleman

Mark T. Coleman
Chairman, LMAC

Town of Columbia
323 Jonathan Trumbull Highway, Columbia, CT 06237
Phone: (860) 228-0110 Fax: (860) 228-1952

Application for Constructing Structures on or over Columbia Lake

Date submitted: 8/18/14

Complete and return to the Board of Selectmen.

Property owner: Robert Davis
Address: 43 Sleepy Hollow Road
Property Location: Same
Daytime phone # 860-305-6567
Applicant if different from owner:
Address:
Daytime phone #

Structure Information:

Proposal is for: ☐New ☐Replacement ☐Repair

Structure Type: ☐Dock ☑Seawall ☐Raft ☐Boat Cover

Application must include a sketch of the structure clearly indicating dimensions and placement of the structure in reference to the property, as well as information regarding materials to be used in construction/repair. Supporting information such as maps and pictures are also helpful and may help expedite the process.

Note: Applications made by persons other than the property owner must contain the written approval of the application by the owner. All fee-owners and owners of rights-of-way shall join in any application. Signature below indicates approval for the Board of Selectmen or authorized town personnel to visit property for the purpose of inspecting prior to and after construction.

Owner Signature: Date: 8/18/14

Applicant Signature: Date:

Special note: Permission by the Board of Selectmen to construct a structure on or above the Town owned lake bottom shall not relieve the applicant from obtaining other required approvals, nor shall Selectmen approval indicate eventual approval by other officials.

Approved: **Date:**
First Selectman

Revised: 4/1/97, 12/01, 09/03, 10/03

Robert E. Davis
43 Sleepy Hollow Road, Columbia CT

Project Description

The project is to add a 2" thick veneer face (natural stone) to the existing concrete seawall on the property (see drawings attached). The veneer face will go down 24" from the top of the wall to approximately 6" below the waterline. The veneer face **will not go all the way down to the lake bottom.** The veneer wall will be built by hand with no machinery or equipment in the lake bed. The wall face to be covered is approximately 200 square feet. A 2" thick blue stone cap will be added to the top of the wall.

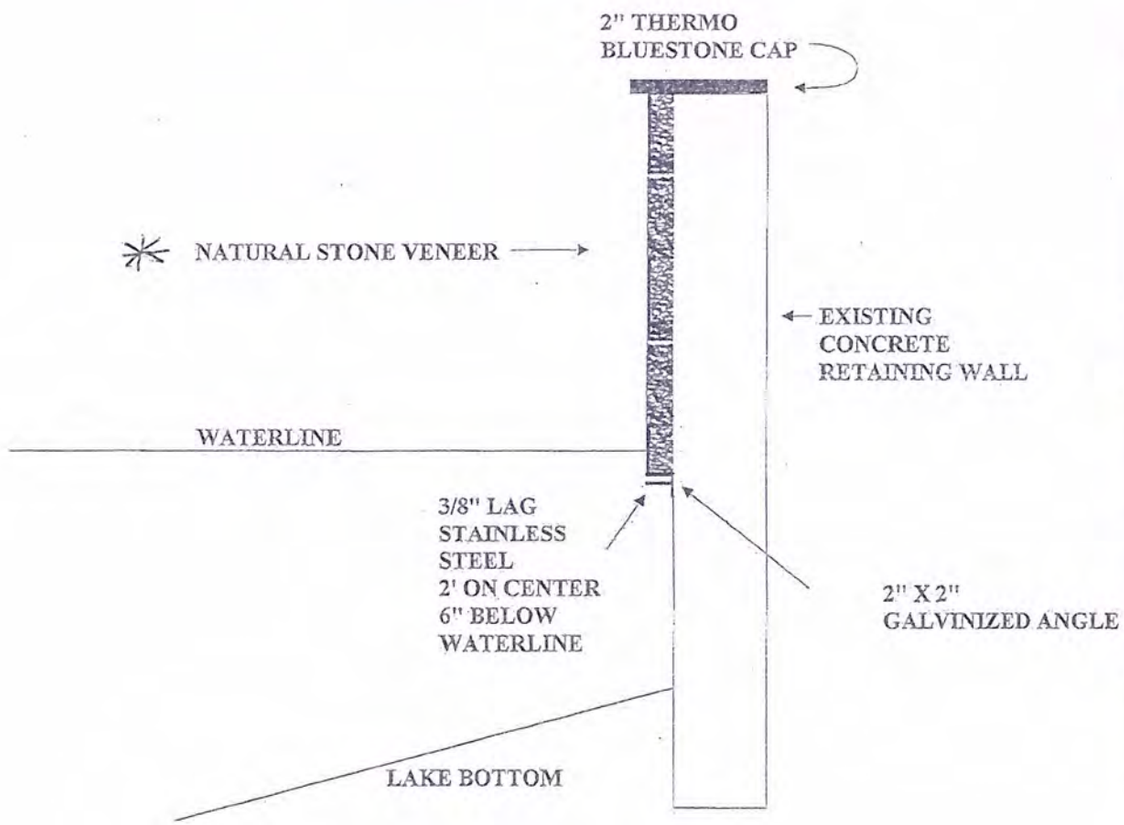
The work will be performed by E.A. Quinn Landscape Contractors, Inc.

E.A. Quinn is the premier, full-service landscape company in central Connecticut and has been in business for 30 years. They have extensive experience with stonework like this including seawall projects on Lake Hayward in Salem CT and Lake Pocotopaug in East Hampton, CT.

E.A. Quinn
LANDSCAPE CONTRACTING
Inc.

109 Commerce Street Glastonbury, Ct 06033
Phone (860) 633-0115 / Fax (860)633-2044
Website: www.eaquinn.com

LAKE WALL DETAIL



Date: AUGUST 7, 2014
Customer: ROBERT E DAVIS
Address: 43 SLEEPY HOLLOW
Town: COLUMBIA, CT 06237-1324
Home #
Work/Cell# 860-305-6567
Email rdavis.consulting@yahoo.com
Filename: DAVIS BOB - [redacted]
Quoted by: ED QUINN

Sea Wall X

Wall Type: VENEER

Color: NATURAL STONE

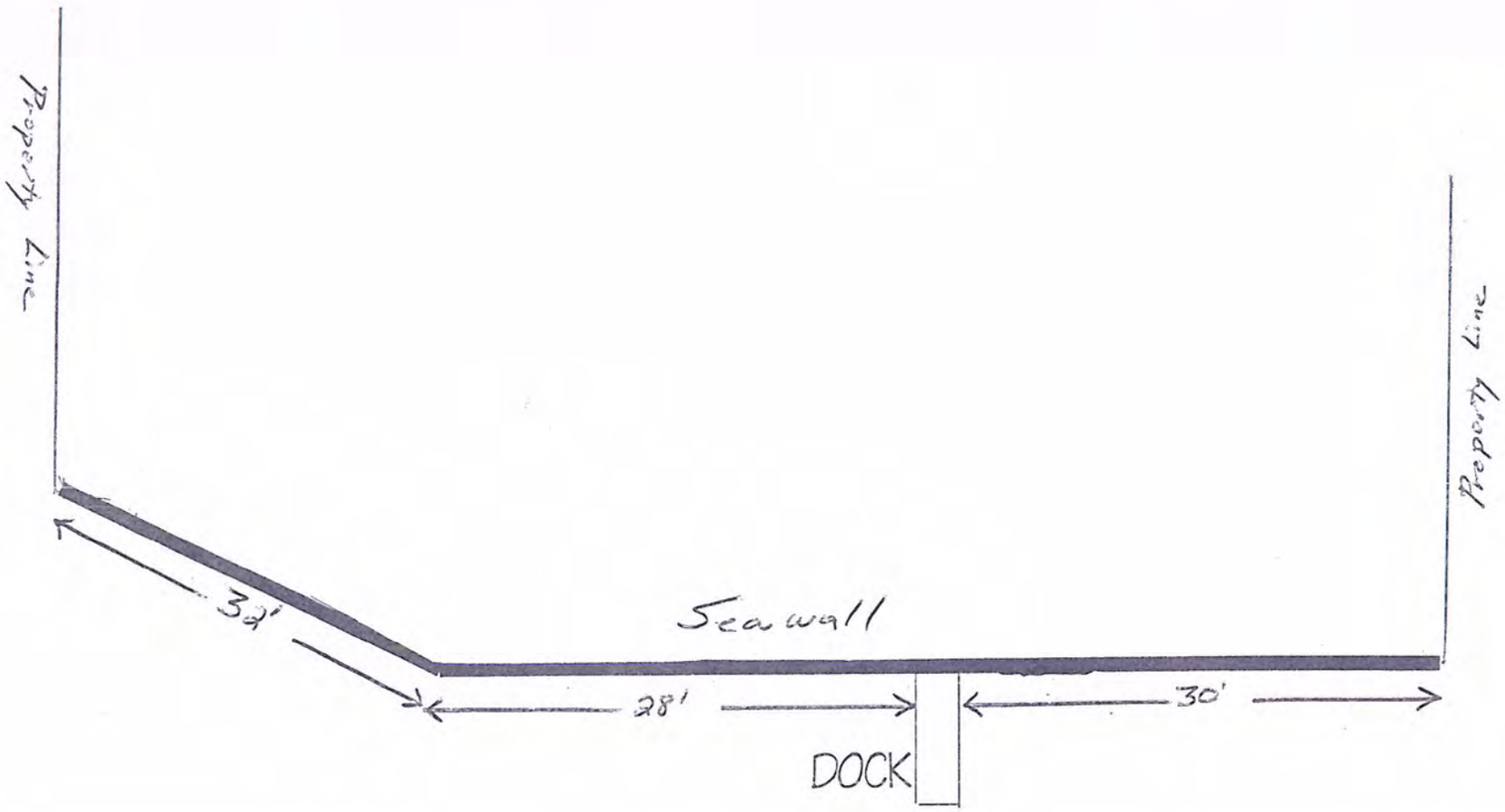
Wall Face S.F.: 200

Caps: BLUESTONE

Overall Wall height : EXISTING

2 X 2 GALVINIZED ANGLE WITH 3/8" LAGS (STAINLESS STEEL) 2' ON CENTERLINE (6" BELOW WATERLINE)

* Sawed stone to be mortared to existing concrete wall.



Revision #: Date: 8/7/2014	Scale: 1/8" = 1'	Landscape Plan: 43 Sleepy Hollow Columbia	Landscape Design by: KD E.A. Quinn Landscape Contractors

LAKE MANAGEMENT ADVISORY COMMITTEE

August 18, 2014

Ms. Carmen Vance
First Selectman
323 Route 87, Yeoman's Hall
Columbia, Connecticut 06237

On July 31, 2014, Mr. Michael Williams submitted a permit application on behalf of Mr. Craig Gates, at 35 Woodland Terrace, to repair an existing seawall.

On August 18, 2014, at 11:30 am, I, (representing LMAC) met with Mr. Williams (contractor) at the Woodland Terrace address. Mr. Williams explained the existing stone and mortar seawall only rises 6-8 inches above the mean high water level. Boating and storm waves wash over the seawall and erode the rain garden and soil behind it. The intent is to raise the height of the seawall by 12 inches, keeping the finished height under the 30 inch maximum allowance for height of seawalls above the mean high water.

Further intent is to add a 12 inch thick decorative stone veneer to the existing stone wall. This would be accomplished by parching the existing stone, skim coating the wall with a mortar/concrete product and adhering the decorative stone to the mortar/concrete surface. The proposed decorative stone fascia would be contrary to current guidelines (page 5, section D).

After review, it is the recommendation of Lake Management Advisory to the Board of Selectmen that they approve the raising of the seawall only. It is further recommended that the proposed fascia work not be approved as it would be contrary to the existing guidelines on seawall construction, (page 5, section D) as it would extend the seawall 12 inches further into the lake.

In the event that the Board of Selectmen feel the fascia work be approved then LMAC suggests the BOS consider a site walk review of the project.

It is the recommendation of LMAC to the Board of Selectmen that they approve the first portion of the application (raising the height of the seawall) (with the following conditions) and disallow the second (adding the stone fascia) .

- Work will begin after the fall drawdown of water, beginning this year on October 1st. and be completed prior to March 15, 2015
- No materials will be placed on or removed from the lakebed
- No machinery or tools (other than hand tools) will be permitted on the lakebed.
- Applicant will take all reasonable steps to avoid erosion during and after construction.

Your consideration in these matters is appreciated.

Respectfully Submitted;

Mark T. Coleman

Mark T. Coleman

Town of Columbia
323 Jonathan Trumbull Highway, Columbia, CT 06237
Phone: (860) 228-0110 Fax: (860) 228-1952

Application for Constructing Structures on or over Columbia Lake

Date submitted: 7/31/2014

Complete and return to the Board of Selectmen.

Property owner: Craig Gates
Address: 35 Woodland Terrace
Property Location: 35 Woodland Terrace
Daytime phone #: 860-228-2886
Applicant if different from owner: Mike Williams
Address: 118 Sayles Ave Putnam, Ct
Daytime phone #: 860-428-7550

Structure Information:

Proposal is for: ☐New ☐Replacement ☒Repair

Structure Type: ☐Dock ☒Seawall ☐Raft ☐Boat Cover

Application must include a sketch of the structure clearly indicating dimensions and placement of the structure in reference to the property, as well as information regarding materials to be used in construction/repair. Supporting information such as maps and pictures are also helpful and may help expedite the process.

Note: Applications made by persons other than the property owner must contain the written approval of the application by the owner. All fee-owners and owners of rights-of-way shall join in any application. Signature below indicates approval for the Board of Selectmen or authorized town personnel to visit property for the purpose of inspecting prior to and after construction.

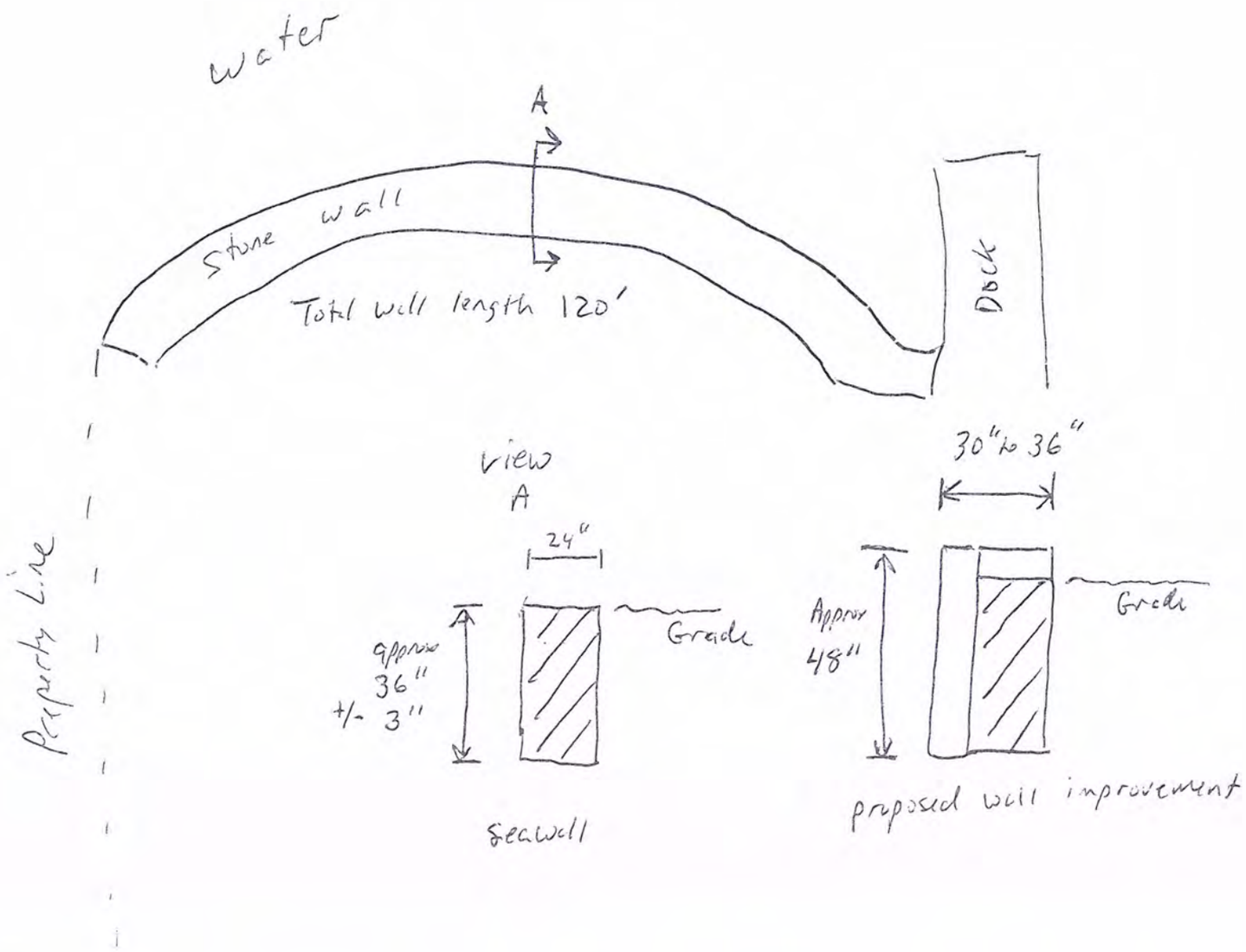
Owner Signature: _____ Date: 7/31/2014

Applicant Signature: Mike Williams Date: 7/31/2014

Special note: Permission by the Board of Selectmen to construct a structure on or above the Town owned lake bottom shall not relieve the applicant from obtaining other required approvals, nor shall Selectmen approval indicate eventual approval by other officials.

Approved: _____ Date: _____
First Selectman

Revised: 4/1/97, 12/01, 09/03, 10/03


water
A
Stone wall
Total wall length 120'
Dock
Property Line
view A
24"
approx 36" +/- 3"
Grade
seawall
30" to 36"
Approx 48"
Grade
proposed wall improvement

July 31, 2014

I, Craig Gates, who resides at 35 Upper Woodland Terrance, give my permission for Michael Williams to repair the seawall on my property.

Please contact me at 860-823-7618 with any questions.

Sincerely,

Craig Gates
35 Upper Woodland Terrace
Columbia, CT 06237

LAKE MANAGEMENT ADVISORY COMMITTEE

September 20, 2014

Ms. Carmen Vance
First Selectman
323 Route 87, Yeoman's Hall
Columbia, Connecticut 06237

On September 10, 2014, Mr. Glenn Keegan of 11 Nuhfer Drive, Columbia submitted a permit application to replace his existing oversized dock and boat cover and seek approval to remove some existing wire encased stone that obstructs navigation to the dock.

On Saturday, September 20, 2014, I, representing Lake Management Advisory Committee, met with Mr. Keegan to review this application. I observed that the current dock is badly weathered and sagging and is in need of repair or replacement. The dock is oversized; however appears to pre-date regulation. The outside footprint of the dock is 19' 6" wide x 25' 0" long and consists of two 3' 6" x 19' 6" piers with a raised boat house cover between. The boat cover measures 19' 6" in length and 10' 0" in width. The peaked roof measures 6' 6" above the water surface at mean high water and has a small metal weather vane on top. The structure support posts rest on the lakebed and appeared to be anchored from movement by two wire encased rock piles.

The applicant seeks to replace the structure on the same footprint and design with the exception of raising the boat house roof to the now permissible eight foot limit. He also seeks to establish sono-tubed concrete footings and remove the wire encased stones from the lakebed.

After review, it is the recommendation of Lake Management Advisory Committee to the Board of Selectmen that the application be considered for approval under 'grandfathering' provisions and the following stipulations.

- All work will be performed at time of low water, beginning this year on October 1, 2014 and be completed by March 15, 2015.
- No materials will be cut, painted or stained over the lakebed.
- All materials from deconstruction of the existing dock will be removed from the lakebed.
- No materials will be removed from or added to the lakebed with the exception that the applicant may remove the wire encased stones and establish reasonable footings for new support posts
- No machinery or other equipment (other than hand tools) will be allowed on the lakebed
- The proposed modification to the boathouse roof meets current guidelines for size.

Your consideration in this matter is appreciated.

Respectfully Submitted;
Mark T. Coleman
Mark T. Coleman
Chairman, LMAC

Town of Columbia
323 Jonathan Trumbull Highway, Columbia, CT 06237
Phone: (860) 228-0110 Fax: (860) 228-1952

Application for Constructing Structures on or over Columbia Lake

Date submitted: 9.10.14

Complete and return to the Board of Selectmen.

Property owner: GLENN KEEGAN

Address: 11 NUTHFER DRIVE

Property Location:

Daytime phone # 860-942-1573

Applicant if different from owner:

Address:

Daytime phone #

Structure Information:

Proposal is for: ☐New ☒Replacement ☐Repair

Structure Type: ☐Dock ☐Seawall ☐Raft ☐Boat Cover

Application must include a sketch of the structure clearly indicating dimensions and placement of the structure in reference to the property, as well as information regarding materials to be used in construction/repair. Supporting information such as maps and pictures are also helpful and may help expedite the process.

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Owner Signature: Glenn P. Keegan Date:

Applicant Signature: Date:

Special note: Permission by the Board of Selectmen to construct a structure on or above the Town owned lake bottom shall not relieve the applicant from obtaining other required approvals, nor shall Selectmen approval indicate eventual approval by other officials.

Approved: Date:
First Selectman

Revised: 4/1/97, 12/01, 09/03, 10/03

To whom this may concern

My name is Glenn Keegan of 11 Nuhfer Driver in Columbia. I would like to start the permit process of getting the approval to replace my existing dock. I purchased this property in April earlier this year. The dock has seen better days. One piece of the dock has already broken off and I'm not to sure how stable to rest of the dock really is. My intention is to replace the existing dock with a new dock of the same design. The only thing I would like to modify is the height of the boat cover structure. The boat cover structure will be constructed to parameters defined in the Construction of Structures on Columbia Lake guide.

Boat Covering Structures:

a.) There shall not be more than one boat cover structure per lake front property.

b.) Boat cover structures will not be larger than 10 feet by 20 feet, and shall not extend out into the Lake more than 25 feet from the mean high water mark.

c.) Boat cover structures shall be constructed so that no part is more than 8 feet above the Lake's mean high water level when using a peaked roof design, or 6 feet when using a single pitch (shed) roof design.

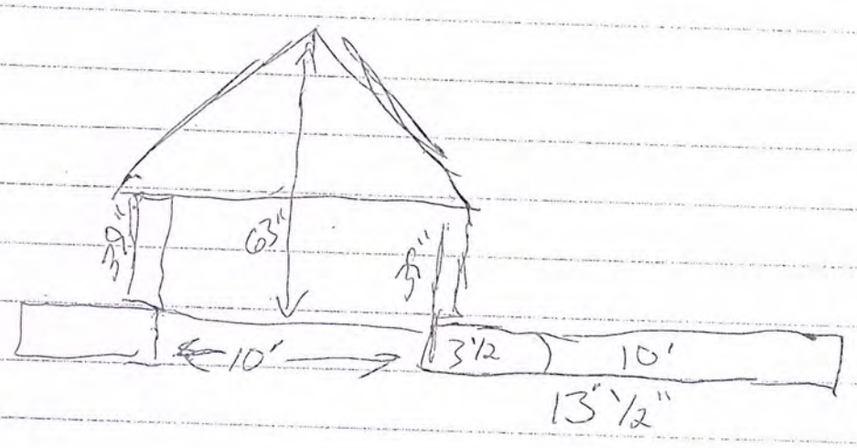
d.) Boat cover structures shall in no case include decks on top, storage sheds or other attachments and must have open sides to minimize visual obstruction.

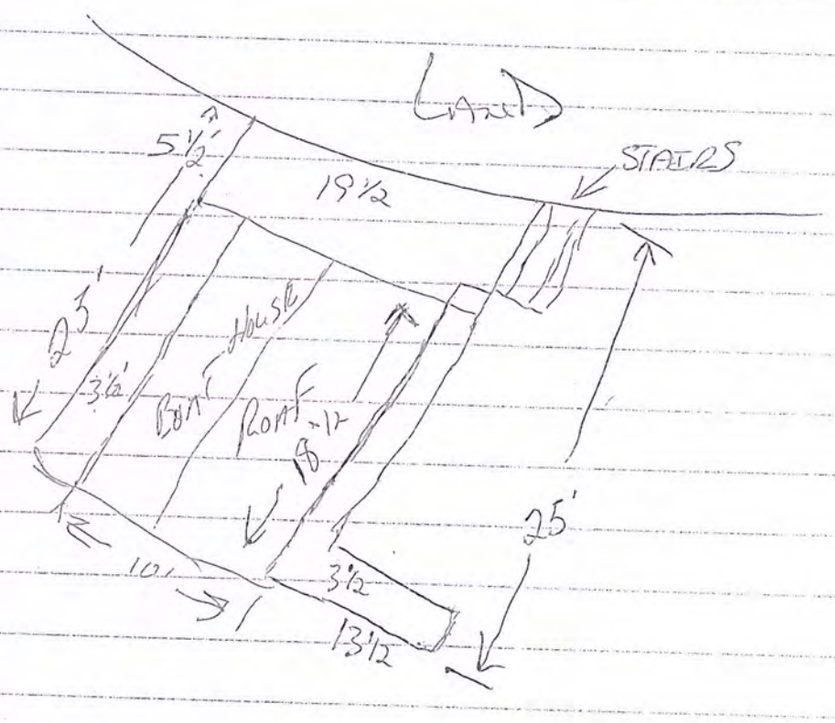
e.) The intention of the applicant to install a mechanical boat lift shall not constitute reason for Varying from these standards.

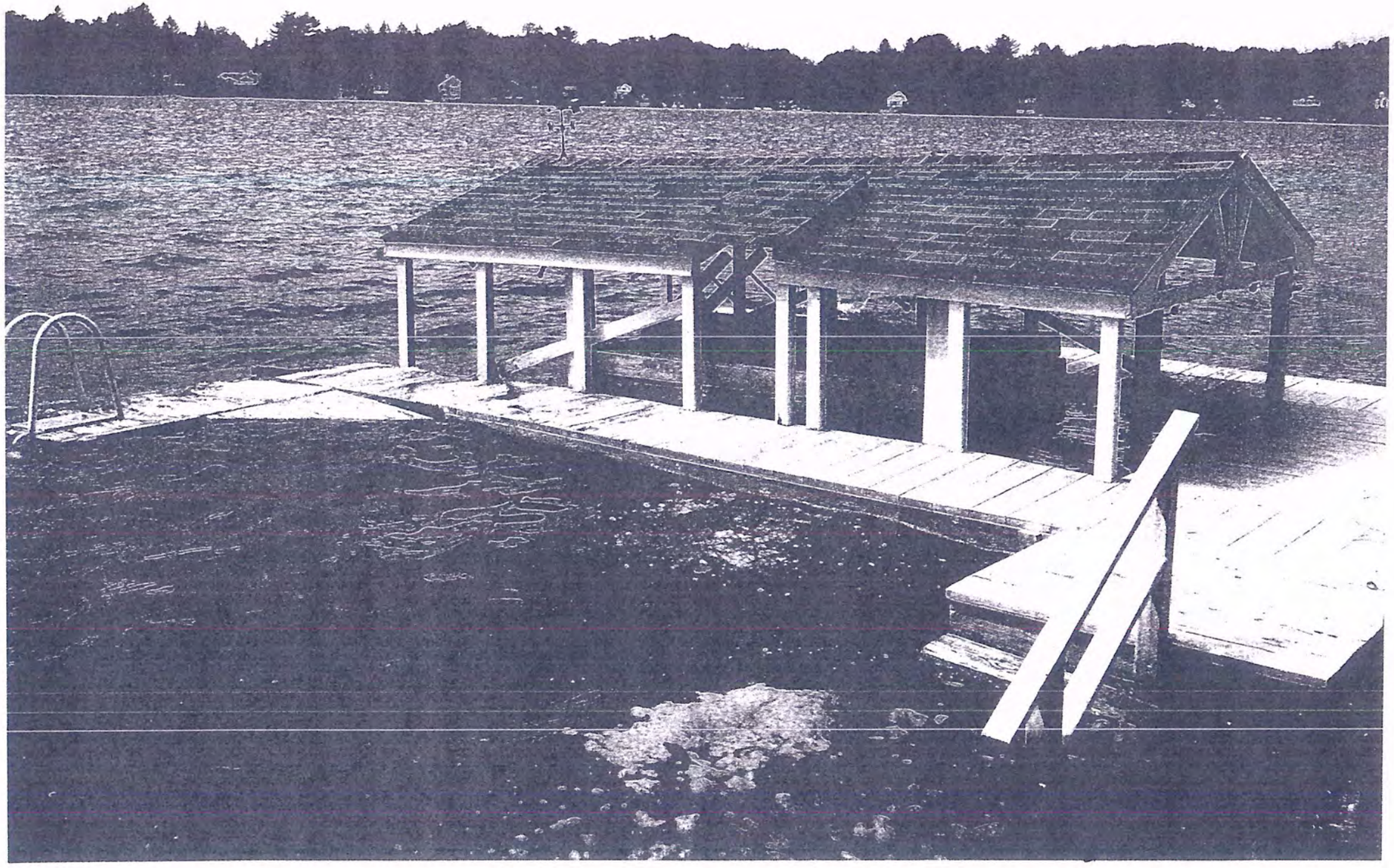
I will provide the dimensions of the existing dock and a drawing. I will also forward some pictures of the dock and the condition that it is in. If someone from the town would like to come to the house to view the dock please contact me and I would be happy to show it to them.

Thanks you

Glenn P. Keegan


39"
63"
39"
10'
3½
10'
13½"


LAND
5½'
19½
STAIRS
23'
3½'
BOAT HOUSE
ROAF
18½
25'
10'
3½
13½



Jonathan Luiz

From: Tom Currier [tchbjc2003@yahoo.com]
Sent: Thursday, September 25, 2014 3:06 PM
To: Jonathan Luiz
Subject: Re: Vacant BOE Position

Yes we voted on her last night. We are working on the Fipac vacancy.

TOM CURRIER
BROKER ASSOCIATE

Certified CARTUS Relocation Specialist
Century 21 Connecticut Realty Associates
27 Main Street
Hebron, CT 06248
Office 860-228-9425
Cell 860-208-0324

The finest compliment I can receive is a referral from past clients and customers.
Thank you for your trust.

On Thursday, September 25, 2014 12:56 PM, Jonathan Luiz <jluiz@columbiact.org> wrote:

Tom,

Please read below. I assume the Columbia Democratic Town Committee is in favor of the Board of Selectmen appointing Linette to the vacant BOE position? If so, does the DTC have anyone in mind to be appointed to FiPAC?

Sincerely,
Jonathan Luiz
Columbia Town Administrator

From: Dooley, L. (Linette) [mailto:Linette.Dooley@voya.com]
Sent: Thursday, September 25, 2014 12:25 PM
To: Jonathan Luiz
Cc: Dooley, L. (Linette)
Subject: Vacant BOE Position

Hi Jonathan,

I am writing to express interest in the vacant Board of Education position. As you may or may not know, I had previously sought one of the two open positions last election time. The Town Democratic

Board decided to back Lauren Perotti-Verboven and Karen Vertefeuille, which was the best decision at the time. Since Lauren has stepped down, I would like to fill her position.

Tom Currier suggested I reach out to you to find out what the next steps would be. If I am accepted to this position on the BOE, I would then step down from FiPAC. Let me know what I need to do next and if this course of action is appropriate.

Thanks,
Linette

Linette Dooley
Business Analyst, PowerImage Administration
Voya Financial™
P.O. Box 990065
Hartford, CT 06199-0065
860.580.3446
linette.dooley@voya.com

NYSE: VOYA

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==========

Jonathan Luiz

From: Jonathan Luiz
Sent: Monday, September 22, 2014 12:07 PM
To: 'GARY LITTLEFIELD'
Cc: Linda McDonald; Carmen Vance
Subject: RE: ZBA Position

Thanks, Gary.

Your request will be brought to the BOS. The next meeting of the BOS is scheduled for Tuesday, October 7th. Keep you posted.

Sincerely,
Jonathan

From: GARY LITTLEFIELD [mailto:glittlefield@snet.net]
Sent: Monday, September 22, 2014 11:54 AM
To: Jonathan Luiz; Carmen Vance
Cc: Linda McDonald
Subject: ZBA Position

Jonathan:
I received a call from Linda McDonald asking if I would be interested in moving from a ZBA alternate to full position and I would. I have been a ZBA alternate since about 2006. I believe it has to be placed on the agenda of the next BOS meeting.

If you have any questions, please let me know. Thanks
y Littlefield

cell 860-933-9007 home 860-228-0642

November, 2014

Dear Board of Selectmen;

It is with regret that I must resign from the Szegda Farm Management Committee. I have been invited to serve as a trustee on the Joshua's Land Trust Board of Trustees, and I have decided to accept. Since there are only 24 hours in a day, something in my schedule needed to go.

It has been an honor to serve on the original Szegda Farm Committee that drafted the management plan for Szegda Farm Open Space, and then to serve on the subsequent committee that implements that plan. Much of the Management Plan is in place, and I know that the remaining members will continue to work on solving the remaining big riddle: how to restore and maintain Agricultural Units 5 and 6.

Sincerely,

Ann Dunnack

September 23, 2014

A Letter Of Commendation to the
BOARD OF SELECTMEN OF COLUMBIA:

It is 6:30 A.M., and our resident State Trooper DeCarli sits in his cruiser with his radar pin-pointed on Route 87. We welcome him to use our driveway as a location to monitor the morning traffic rushing to work, school, and shops.

Nearly forty years ago when we arrived in town, the highway only occasionally bore a car or two. Of course now the road is shared by 18-wheelers and thunderous 2-wheelers, passing bicyclers on their way to Horace Porter, and pedestrians on the burm making their way to the Lake or out for exercise.

One Trooper told me that he gives the drivers a 15 mph latitude on our stretch of the highway, which seems more than lenient in a 35 mph zone. I know it is frustrating to drivers who are pulled over, and that probably some of them vent their disapproval to your Office.

However, as a resident observing the, at times, recklessly unsafe habits of some vehicles, I hope you reaffirm the importance of the presence of a cruiser safeguarding the lives of all.

Some towns use a portable trailer with a radar-equipped sign showing the drivers their actual speed as compared to the posted speed. Route 87 and other speed zones in town could benefit from this reminder to us all rushing about in a bustling life.

Thank you for your contributions to us all.

Rev. Dr. Mahlon Gilbert
264 Route 87
Columbia

COLUMBIA SCHOOL SYSTEM
LOL FEARON, SUPERINTENDENT
3 SCHOOLHOUSE ROAD
P.O. Box 166
COLUMBIA, CT 06237
860-228-8590
860-228-8592 (FAX)
LFearon@HWPorter.org

Jonathan Luiz, Administrator
Town of Columbia
323 Jonathan Trumbull Highway
Columbia, CT 06237

September 26, 2014

Dear Mr. Luiz,

At the Columbia Board of Education September 22, 2014, Special Meeting, the Columbia Board of Education voted to ratify the July 1, 2014 through June 30, 2018 Agreement Between the Columbia Board of Education and Columbia Association of School Administrators.

The attached copy should be filed with the Town Clerk for the required thirty day period.

Sincerely,

Lol Fearon,
Superintendent of Schools

AGREEMENT

BETWEEN

COLUMBIA BOARD OF EDUCATION

AND

COLUMBIA ASSOCIATION OF SCHOOL ADMINISTRATORS

JULY 1, 2015 - JUNE 30, 2018

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ARTICLE I
RECOGNITION

The Columbia Board of Education (hereinafter referred to as "the Board") hereby recognizes the Columbia Association of School Administrators (hereinafter referred to as "the Association") as the exclusive representative for the Administrators below the rank of Superintendent, as defined in Sections 10-153b through 10-153f of the Connecticut General Statutes, for the entire Administrative unit as defined in the aforementioned statute.

ARTICLE II
MANAGEMENT RIGHTS

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Board has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it, and it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Board and direction of the working force, including but not limited to the following:

To maintain public schools and such other educational activities as it, in its judgment, deems will best serve the interests of the Columbia Public Schools to give the children of Columbia Public Schools as nearly equal advantage as may be practicable; to decide the needs for school facilities; to determine the care, maintenance and operation of buildings, land, apparatus and other property used for school purposes; to determine the number, age and qualifications of the pupils to be admitted into each school; to designate the schools which shall be attended by the various children within its jurisdiction; to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for reasonable transportation of children wherever it is reasonable and desirable; to decide the textbooks to be used; to prepare and submit budgets to the Board of Finance and in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriate budget as it shall deem desirable.

To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Board.

To establish or continue policies, practices and procedures for the conduct of Board business and, from time to time, to change or abolish such policies, practices and procedures subject to the rights of Administrator s pursuant to §10-153f(e) of the Connecticut General Statutes.

To discontinue processes or operations or to discontinue their performance by employees.

To select and to determine the number and types of employees required to perform the Board's operations.

To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Board.

To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

To insure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

To create job descriptions and revise existing job specifications as deemed necessary.

ARTICLE III
CERTIFICATION

Administrators shall maintain all certifications as may be necessary to perform their professional duties, including but not limited to, administrative certification, in accordance with all applicable statutes and regulations, throughout the term of this Agreement.

ARTICLE IV
REDUCTION IN FORCE

In the event that an Administrator's position is eliminated, he or she shall have the right to bump into the teacher bargaining unit based on the reduction in force process in the teacher labor agreement.

ARTICLE V
INSURANCE BENEFITS

A. Health, Vision, and Dental Insurance: On behalf of himself/herself and any eligible dependents, the Administrator may elect to participate in any of the health, vision, or dental insurance plans provided for employees of the Board.

B. Effective July 1, 2015, the High Deductible/HSA (Health Savings Account) plan described below shall become the sole insurance plan for all eligible employees.

HSA	Effective 2015 Core Plan	Effective 2016 Core Plan	Effective 2017 Core Plan
Deductible	$2,000/4,000	$2,000/4,000	$2,000/4,000

Coinsurance (In/Out)	In-100% Med Out-80% Med & Rx	In-100% Med Out-80% Med & Rx	In-100% Med Out-80% Med & Rx
RX	As any Other Expense	As any Other Expense	As any Other Expense-
Coinsurance Max	In/Out Combined $2,000/4,000	In/Out Combined $2,000/4,000	In/Out Combined $2,000/4,000
Out-of-Pocket Max	$4,000/$8,000	$4,000/$8,000	$4,000/$8,000
In-Network Preventive Care	100%	100%	100%
Employer HSA Funding	50%	50%	50%

C. Cost for the Health Savings Account Plan will be shared so that participating employees shall contribute the following applicable premiums and the Board shall pay the remaining balance: 2015-2016, 15% (fifteen percent); 2016-2017, 16% (sixteen percent); 2017-2018, 17% (seventeen percent). The Health Savings Account Plan shall have a high deductible of $2,000/$4,000 with the Board contributing 50% toward the annual deductible in each year of the contract.

D. In the first contractual year, the Board's contribution toward the HSA deductible will be deposited into the employee's HSA accounts on July 1, 2015. Effective July 1, 2016, the Board's contributions toward the HSA deductible shall be deposited into the employees' HSA accounts in two installments, the first in September and the second in January. The parties acknowledge that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed administrators. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

E. HSA Account Fees: The Board agrees to cover any account set up fee (typically one time) and general monthly maintenance fees. Participants will be responsible for fees related to individual account usage including but not limited to fees for: insufficient funds, lost/replacement debit cards, paper statements, check writing fees (if applicable), ATM withdrawal fees, and minimum balance fees.

F. HRA Account: An HRA shall be made available for any administrator who is precluded from participating in the HSA because the individual receives Medicare and/or veterans' benefits and the annual maximum reimbursement by the Board of Education shall not exceed the Board's annual deductible contribution for those in the HSA. Any new employee hired after the start of the school year will be placed in the HRA in his or her first year of employment with the district at the full contribution level. Such employee will be placed in the HD-HSA plan thereafter.

G. Each full-time administrator shall be entitled to the Board's Full Service Dental Plan with Riders A, B and C, or equivalent if mutually agreed upon. The same group coverage will be made available to eligible dependents of each full-time administrator at

the administrator's expense. Costs for dental coverage will be shared so that participating employees shall contribute the percentage of the applicable premiums (exclusive of dental plan with Riders A, B, and C for administrators' dependents) as indicated below, and the Board shall pay the remaining balance:

2015-2016= 15% 2016-2017= 16% 2017-2018 = 17%

H. All dental and health insurance coverage is subject to the eligibility requirements of the carrier(s). The Board reserves the right to change the specific insurance plan(s) or carrier(s) for health and dental insurance coverage at any time during the term of this Agreement.

I. The Board, at its expense, shall provide the Administrator with term life insurance with Accidental Death and Dismemberment coverage in the amount of two times the Administrator's annual salary, subject to the Administrator's insurability.

J. The parties agree to re-open negotiations for the 2017-2018 contract year, on Article V.

ARTICLE VI
FRINGE BENEFITS AND WORKING CONDITIONS

A. Salaries

Administrators shall be compensated in accordance with Appendix A.

B. Sick Leave

Administrators shall be entitled to sick leave with full pay up to twenty (20) working days in each year, for use for personal illness or injury. Unused sick leave shall be accumulated from year to year, so long as the Administrator remains continuously in the service of the Board, up to two hundred twenty (220) days.

C. Annual Administrative Work Schedule

Administrators shall work a twelve (12) month schedule, and his/her working days shall total two hundred fifteen (215) work days. It is expected that Administrators shall normally work five (5) days per week during weeks when school is in session, except as provided by the terms of this Agreement and/or as approved by the Superintendent.

Administrators shall be entitled to personal leave for up to four (4) days which shall not be used to extend or start a vacation period or holiday. Personal day requests shall be made to the Superintendent at least three (3) days before the day is taken, except in cases of emergency.

The Board shall match an Administrator 's contribution to a tax-deferred annuity contract designated by the Administrator up to six (6) percent of his/her yearly salary, and contribute such in accordance with Section 403(b)(12)(A)(i).

D. Bereavement Leave

The Superintendent shall grant up to three (3) days of leave for purposes of attending a funeral in cases of death in the family or death involving a close friend. Extension of leave may be granted at the discretion of the Superintendent.

E. Family and Medical Leave Act

The Board shall comply with its obligations under the Family and Medical Leave Act (FMLA), codified at 29 U.S.C. §2601 *et seq.*, as amended.

ARTICLE VII
GRIEVANCE PROCEDURE

A. Purpose:

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of Administrators. Both parties agree that, except as required by law, proceedings shall be kept confidential if requested by either party.

B. Definitions:

"Grievance" shall mean a claim based upon an event or condition alleging breach of the terms of this contract or of written Board policy. Board policy may only be grieved to Board level.

"Party in interest" shall mean the person or persons making the claim, including their designated representative as provided for herein; and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

"Days" shall mean days when school is in session. In the event a grievance is filed after June 1, the parties may mutually agree to define days as business days.

C. Time Limits:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.

Failure by the aggrieved Administrator at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

D. Informal Procedures:

Nothing herein contained shall be construed as limiting the right of any member of the unit to discuss informally a concern or a problem with any appropriate member of the administration.

E. Formal Procedure:

Level One - Superintendent of Schools

(a) If the Administrator believes that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement, then the Administrator shall attempt to resolve the matter with the Superintendent of Schools. A grievance shall be deemed waived unless it is submitted within fifteen (15) days of the date the Administrator knew or had reason to know of the basis for such a claim.

(b) The Superintendent shall, within ten (10) days after the receipt of the referral, meet with the aggrieved Administrator and with representatives of the Association for the purpose of resolving the grievance. Minutes of such hearing shall be kept by the Superintendent (this shall not require a stenographic record) and be made available to any party in interest upon written request.

(c) The Superintendent shall, within five (5) days after the hearing, render his/her decision and the reasons therefore in writing to the aggrieved Administrator, with a copy to the Association.

Level Two - Board of Education

(a) If the aggrieved Administrator is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three (3) days after the decision, or within six (6) days after the hearing, file the grievance again with the Association for appeal to the Board of Education.

(b) The Association may, within five (5) days after receipt, refer the appeal to the Board of Education.

(c) The Board of Education shall, within fifteen (15) days after receipt of the appeal, meet with the aggrieved Administrator and with the representative of the Association for the purpose of resolving the grievance.

(d) The Board shall, within five (5) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved Administrator, with a copy to the Association.

Level Three - Arbitration

(a) If the aggrieved Administrator is not satisfied with the disposition of his/her grievance at Level Three, he/she may, within three (3) days after the decision, or within six (6) days after the Board meeting, request in writing to the president of the Association that his/her grievance be submitted to arbitration.

(b) The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing.

(c) The Chairperson of the Board and President of the Association shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, the American Arbitration Association shall immediately be called upon to select the single arbitrator.

(d) The arbitrator selected shall confer promptly with representatives of the Board and the Association, shall review the record of prior hearings, and shall hold such further hearings with the aggrieved Administrator and other parties in the interest as he/she shall deem requisite.

(e) The arbitrator shall, within twenty (20) days after his/her selection, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be binding on all parties in interest.

(f) The costs for the services of the arbitrator shall be borne equally by the Board and the Association.

ARTICLE VIII
PERSONNEL FILES

No material derogatory to an Administrator's conduct or character will be placed in his/her personnel file unless he/she has had an opportunity to review the material. The Administrator must acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the content thereof. In the event an Administrator refuses to sign the material to be inserted in his/her personnel file, said refusal shall be documented by the Superintendent and shall not prohibit the inclusion of the material in the Administrator's personnel file. The Administrator will also have the right to submit a written answer to such material, and

his/her answer will be attached to said document and inserted in the Administrator 's personnel file.

ARTICLE IX
TUITION REIMBURSEMENT

A. The Board of Education shall provide tuition reimbursement for a minimum of one and a maximum of three courses per administrator per year according to the following limits and criteria:

B. Eligibility for Reimbursement

1. The administrator shall have been in the employ of the Columbia Board of Education for at least two (2) years and must be actively employed by the Board when applying for tuition reimbursement;

2. The administrator must hold a Professional certificate as an administrator.

C. Criteria for courses for which reimbursement will be paid:

1. A job-related graduate level course, either in a planned program or an individual course.

2. Courses will be subject to the approval of the Superintendent (on a form developed by him/her) for tuition reimbursement. Application for such reimbursement must be submitted in writing to the Superintendent prior to the start of the course. Tuition reimbursement is limited to an annual cap of $2,500 per individual and an annual cap of $5,000 for all bargaining unit applicants. For the purpose of reimbursement, a grade of "B" or better will be necessary except in pass/fail courses where a grade of "pass" is necessary.

3. Other programs that advance the credentials and/or qualifications of an administrator may be eligible for reimbursement at the discretion of the Superintendent and the Association President(s). The decision of the Superintendent and the Association President(s) is not subject to the grievance procedure. In the event the parties are unable to agree upon reimbursement eligibility, the decision regarding such eligibility will be made by a panel composed of two members of the Columbia Board of Education, the Superintendent and two members of the Columbia Administrators' Association. The decision of the panel is not subject to the grievance procedure.

4. Administrators shall be eligible for tuition reimbursement as set forth in this Article, provided that they agree to remain employed by the Board for at least two (2) full school years following the payment of any such reimbursement, and provided further that they actually remain employed by the Board for at least two (2) school years following the payment of any such reimbursement. Such agreements shall be executed in

writing on forms provided by the Board. In the event that such an administrator separates from employment by the Board prior to the expiration of such two (2) year period, the administrator shall be required to repay to the Board the full amount of any such reimbursement paid by the Board, at the time of such separation.

ARTICLE X
TERMINATION OF AGREEMENT

The parties may, by mutual consent, terminate this Agreement at any time.

An Administrator may unilaterally terminate his/her employment at any time for any reason during his/her employment upon thirty (30) days written notice. An Administrator must render an additional four (4) days of service after the expiration of the thirty (30) day notice period. Said four (4) days shall be scheduled on a mutually agreeable basis with the Superintendent and shall be used for the training of the Administrator's successor and the promotion of a smooth transition to ensure the continued quality educational service to the community's youth. The Administrator shall be compensated for the additional four (4) days of service,

The Board may terminate an Administrator in accordance with the provisions of Connecticut General Statutes Section 10-151 et seq.

ARTICLE XI
SAVINGS CLAUSE

If any provision or any portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and the remainder of the Agreement shall remain in full force and effect.

ARTICLE XII
DURATION

The provisions of this Agreement shall be effective as of July 1, 2015 and shall continue and remain in full force and effect to and including June 30, 2018.

This Agreement constitutes the full and complete agreement between the parties on all negotiable issues. This Agreement shall not be altered, amended, or changed except in writing, signed by both the Board and the Association, which amendment shall be appended hereto. Except where the Board proposes a substantial change in conditions of employment or is otherwise obligated to negotiate over any related impact neither party shall be required to negotiate on any issue whether or not covered herein. Any required negotiations shall be in accordance with the provisions of Connecticut General Statutes Section 10-153f(e). The parties hereby acknowledge that there are no outstanding verbal or written side agreements regarding conditions of employment.

IN WITNESS WHEREOF the parties, have caused their duly authorized representatives to set their hand this 23rd day of September, 2014.

FOR THE COLUMBIA BOARD OF EDUCATION

FOR COLUMBIA ASSOCIATION OF SCHOOL ADMINISTRATORS

Alyssa Grimmel

APPENDIX A WAGES

Position	2015-2016	2016-2017	2017-2018
Principal	$125,287.39	$128,419.57	$131,630.06
Assistant Principal/ Data Coordinator	$92,209.09	$94,514.32	$96,877.18
Director of Student Services	$117,078.57	$120,005.53	$123,005.67

The Superintendent shall have the discretion to hire an administrator at ten percent (10%) above or ten percent (10%) below a position's current salary.