

January 18, 2017

The meeting of the Sterling Board of Selectmen was called to order at 6:09 p.m.

Selectmen present-Russell Gray, Lincoln Cooper, and John Firlik.

Staff present-Demian Sorrentino and Joyce Gustavson.

Also present-Andrew & Kimberly Tetreault, Ethel Tetreault, Jules Martins, Mark Trepanier, and Dana Morrow.

Pledge of Allegiance: Everyone stood to recite the Pledge of Allegiance.

Audience of Citizens: No comment.

Approval of Minutes: J. Firlik made a motion, seconded by L. Cooper to approve the 1/11/2017 meeting minutes as presented. All voted in favor of the motion.

Unfinished Business:

a. Commission Vacancies (Planning & Zoning Commission): No candidate for the Planning & Zoning Commission. L. Cooper made a motion, seconded by J. Firlik to table this item to the next meeting. All voted in favor of the motion.

Discussion Regarding Sale of Right-of-Way on Town Property Located on Margaret Henry Road and Snake Meadow Hill Road: Demian Sorrentino, Zoning Enforcement Officer distributed copies of the preliminary A2 survey prepared by Dutch & Associates. Different approximate acreage scenarios were discussed regarding the distribution of land for Taylor and Martins. D. Sorrentino stated that he is not in favor of the Taylor's splitting their proposed portion. The appraisal report of real property has a value of \$16,500. The breakdown for the approximate total area at a reduction of sixty (60) percent of the right-of-way is as follows: Taylor - 0.59 acres plus the costs for the property survey and the recording fees (\$550) and the cost for legal services (\$308) for a total of \$2,046; Martins - 1.10 acres plus the costs for the property survey and the recording fees (\$1,038) and the cost for legal services (\$308) for a total of \$3,590; and Tetreault - 1.51 acres plus the costs for the property survey and the recording fees (\$1,466) and the cost for legal services (\$308) for a total of \$4,942. If the Taylor's acquire the proposed 0.59 acres that would give them enough frontage to be a zoning compliant rear lot, but would not make them compliant with the two (2) acre minimum lot area requirement. D. Sorrentino stated that he left multiple messages with the Taylor's regarding tonight's meeting but did not hear back from them. He will mail them a copy of the preliminary A2 survey. D. Sorrentino stated that the right-of-way is land that is going back to the properties that the State took away from and puts it back as taxable property on the Grand List. Because Taylor's input is necessary, the Board will continue the discussion to the 2/1/2017 meeting and D. Sorrentino will continue to contact the Taylor's and request their presence at said meeting. L. Cooper made a motion, seconded by J. Firlik to table this item to the next meeting. All voted in favor of the motion.

New Business:

a. Consider & Act on Automated Fingerprint Identification System (AFIS) Agreement for Fingerprint Card Submissions by and Between the State of Connecticut Department of Emergency Services and Public Protection and the Town of Sterling: R. Gray reported that he received an email dated 1/9/2017 from Versie Jones, Auditor with the Department of Emergency Services and Public Protection, Criminal Justice Business Applications Unit. Due to the impending FBI Audit, the Town is being asked to submit a User Agreement which includes the use of the National Child Protection Act/Volunteers for Children Act (NCPA/VCA) Waiver. The agreement between the State of Connecticut Department of Emergency Services and Public Protection (DESPP) and the Town of Sterling concerns access to the DESPP Automated Fingerprint Identification System (AFIS), allowing the Town to submit applicant prints via hard copy fingerprint cards into AFIS pursuant to a Federal Bureau of Investigation-approved state or federal statute. The waiver enables the Town to obtain state and national fingerprint-based background checks on persons with access to children, the elderly, or disabled, on behalf of the Town, for Town programs that provide care treatment, education, training, instruction, supervision, recreation, care placement services, or license/certify others who provide care to children, the elderly, or disabled. All fingerprint submissions will be audited. L. Cooper made a

motion, seconded by J. Firlik to adopt the following Automated Fingerprint Identification System (AFIS) Agreement:

Agreement

WHEREAS, the State of Connecticut Department of Emergency Services and Public Protection (hereinafter “DESPP”) operates a central Automated Fingerprint Identification System (hereinafter “AFIS”); and

WHEREAS, the Town of Sterling (hereinafter “TOWN”) is established pursuant to Connecticut General Statutes (C.G.S.) § 10-220 and has been authorized to submit hard copy fingerprint cards to AFIS pursuant to the limited purposes set forth in C.G.S. § 21-40, §21-47d, §21-47o, §21-100, §28-29 pursuant to C.G.S. §29-29, and the National Child Protection Act of 1993/Volunteers for Children Act of 1998 (NCPA/VCA), as applicable.

WHEREAS, the TOWN is a qualified entity pursuant to the NCPA/VCA.

NOW, THEREFORE, DESPP and TOWN, by and through their Commissioners or other authorized individuals, enter into this Agreement to permit TOWN to send hard copy fingerprint cards to the State Police Bureau of Identification (SPBI) for submission to AFIS and receive back the results of the state and/or national criminal history record information (CHRI) via email.

1. **Effective Date.** This Agreement shall be effective upon signature by both parties.
2. **Authority to Enter Agreement.** DESPP is authorized to enter into this agreement through the Commissioner of the Department of Emergency Services and Public Protection, pursuant to the authority provided under C.G.S. § 4-8.
3. **Duration of Agreement.** This Agreement shall remain in full force and effect unless terminated by DESPP, giving TOWN written notice of such intention at least thirty (30) days in advance. DESPP reserves the right to suspend or revoke access to CHRI without notice in the event of a breach of the conditions of this Agreement. Notwithstanding any provisions in this Agreement, DESPP, through a duly authorized employee, may terminate the Agreement whenever DESPP makes a written determination that such termination is in the best interests of the State. DESPP shall notify TOWN in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which TOWN must complete its performance under the Agreement prior to such date.
4. **DESPP Responsibilities.** DESPP shall:
 - a) Electronically process TOWN applicant prints as required and report results of required state and/or national record checks via a generic email.
 - b) Identify a liaison as the primary point of contact for any issues related to this agreement.
5. **TOWN Responsibilities.** TOWN shall:
 - a) Provide qualifying fingerprints that meet submission criteria pursuant to the specific purposes pursuant to C.G.S. § 21-40, C.G.S. §21-47d, C.G.S. §21-47o, C.G.S. §21-100, C.G.S. §28-29 pursuant to C.G.S. §29-29, and the NCPA/VCA.
 - b) Assign a Local Agency Security Officer (hereinafter “LASO”) in accordance with the United States Department of Justice (USDOJ) FBI Criminal Justice Information Services Security Policy (hereinafter “CJIS Security Policy”).
 - c) Ensure appropriate security measures as applicable to the physical security of communication equipment; personnel security to include screening requirements; technical security to protect against unauthorized use; and security of criminal justice information (hereinafter “CJI”) in accordance with the provisions of the CJIS Security Policy. TOWN shall further:
 - a. Assign a generic email to be used by DESPP to communicate CJI, CHRI and related notifications only.

- b. Ensure that CJI is maintained in a physically secure location or controlled area as defined in the CJIS Security Policy.
 - c. Ensure that all persons with access to physically secure locations or controlled areas, including, but not limited to, support personnel, contractors, vendors, and custodial workers, are escorted by authorized personnel at all times. Authorized personnel are TOWN personnel who have been appropriately trained and vetted through the screening process and have been granted access to CJI for the specific purposes provided in C.G.S. §21-40, C.G.S. §21-47d, C.G.S. §21-47o, C.G.S. §21-100, C.G.S. §28-29 pursuant to C.G.S. § 29-29, and the NCPA/VCA. The use of cameras or other electronic means to monitor a physically secure location or controlled area does not constitute an escort.
 - d. Ensure that access to CJI, in any form, is limited to TOWN personnel requiring access to such information for the specific purposes provided in C.G.S. § 21-40, C.G.S. §21-47d, C.G.S. §21-47o, C.G.S. §21-100, C.G.S. §28-29 pursuant to C.G.S. § 29-29, and the NCPA/VCA.
 - e. Ensure that all TOWN personnel accessing CJI are properly trained before access to CJI is authorized. Training must include Security Awareness Training in accordance with the provisions of the CJIS Security Policy.
 - f. Ensure that TOWN personnel having access to CJI sign an acknowledgment form attached hereto as Attachment A acknowledging that they have received copies of this Agreement and Attachment A and that they are responsible for complying with the terms contained therein. Such forms shall be maintained in the official personnel files of such personnel.
- d) Ensure that all security incidents are reported to the CJIS Security Officer (“CSO”) CSO or their designee. If a person already has access to CJI and is subsequently arrested and/or convicted, continued access to CJI shall be determined by the CSO. If the CSO or their designee determines that access to CJI by the person would not be in the public interest, access shall be denied and TOWN shall be notified in writing of the access denial.
 - e) Comply with all audit requirements for CJIS Systems, including, but not limited to, appropriate and reasonable quality assurance procedures.
 - f) Ensure that, prior to fingerprinting, all persons fingerprinted are provided with a copy of the Noncriminal Justice Applicant’s Privacy Rights form.
 - g) Ensure that, prior to fingerprinting, all persons fingerprinted are provided with a NCPA/VCA Waiver and Consent Form (Waiver). A copy of the Waiver shall be maintained for a minimum of one year from the date of fingerprint submission.
 - h) Violations of the CJIS Security Policy can result in the suspension or termination of system access for TOWN, individual suspension or termination of access to CJI, criminal and/or administrative investigation, arrest, and/or prosecution and conviction for violation of state and federal statutes designated to protect confidentiality and integrity of CJI and related data.
6. **Transaction Fees.** TOWN applicants shall remit full payment for all transactions with the submission of the hard copy fingerprint cards. Fees shall be calculated as follows:

Statute	Category	State Fee	Federal Fee
C.G.S. § 21-40	Pawnbroker License	\$50.00	\$12.00
C.G.S. § 21-47d	Second Hand Dealer License	\$50.00	\$12.00
C.G.S. § 21-47o	Fine Art Secured Lender License	\$50.00	\$12.00
C.G.S. § 21-100	Precious Metal and Stone Dealer License	\$50.00	\$12.00
C.G.S. § 29-29	Pistol Permit	\$50.00	\$12.00
NCPA/VCA	Individuals who provide treatment, education, training, instruction, supervision, or recreation to children, the elderly, or individuals with disabilities on behalf of the TOWN.	\$50.00	\$12.00
NCPA/VCA Volunteer	Volunteers who provide treatment, education, training, instruction, supervision, or recreation to children, the elderly, or individuals with disabilities on behalf of the TOWN.	\$50.00	\$10.75

The fingerprinting fee at a Connecticut State Police location shall be fifteen (\$15.00) dollars, and the fingerprinting fee varies if fingerprints are taken by a local police location. Fees are subject to change due to legislative enactments and federal assessments.

7. **Modification or Amendment of the Agreement.** This Agreement may not be modified or amended unless in writing signed by an authorized representative of both parties.

8. **Indemnification**

TOWN shall indemnify and hold harmless the State of Connecticut, the State of Connecticut Department of Emergency Services and Public Protection, its officers, agents, employees, commissions, boards, departments, divisions, successors and assigns from and against all actions (pending or threatened and whether at law or in equity in any forum), liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' and other professionals' fees, resulting from (i) misconduct or negligent or wrongful acts (whether of commission or omission) of TOWN or any of its officers, representatives, agents, servants, consultants, employees or other persons or entities with whom TOWN is in privity of oral or written contract; (ii) liabilities arising directly or indirectly in connection with this Agreement out of the acts of TOWN and (iii) damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such claims and/or liabilities.

9. The following documents are incorporated by reference and made part of this MOU:

- a. CJIS Security Policy;
- b. National Crime Prevention and Privacy Compact, 42 U.S.C. Section 14616; and
- c. Title 28, Code of Federal Regulations, Parts 20 and 25, Section 50.12, and Chapter IX.

All voted in favor of the motion.

Any Other Business: 1) L. Cooper asked for an update on the Senior Center and Library facilities. The Senior Center project was awarded to Quality Plumbing & Heating, LLC and the Library project was awarded to N. P. Brulotte & Sons. R. Gray reported that work is scheduled to begin within the next two (2) weeks. 2) R. Gray scheduled a Special Board of Selectmen meeting to discuss the upcoming FY 2017-2018 budget at 5:30 p.m. Wednesday, 1/25/2017 in Room #15 at the Sterling Town Hall/Municipal Building, 1183 Plainfield Pike, Oneco, Ct.

Adjournment: L. Cooper made a motion, seconded by J. Firlik, to adjourn 6:52 p.m. All voted in favor of the motion.

Attest: _____
Joyce A. Gustavson, Recording Secretary

