



Board of Selectmen
Regular Meeting

July 21, 2022
4:00 P.M.

The minutes reflect motions and a summary of the discussion. Refer to the attached link for the recording of this meeting

<https://www.youtube.com/watch?v=DYZKekA-9Rc>

Jean Speck, Rufus deRham and Glenn Sanchez.

Also present: Darlene Brady, Darrell Cherniske, Melissa Cherniske, Lisa Constantino, Jenn Dubray, Lynn Harrington, Leila Hawken, Donna Hayes, Ashley Hrabcsak, Jared Kuczynski, Albert Loverro, Connie Manes, John Meeker, Patricia Oris, Rick Osborne, Andrea Schoeny and John Tower.

Call to order:

Jean Speck called the meeting to order at 6:30 p.m.

Additions to the Agenda:

Jean Speck made a motion to add the following item:

7.4. Approval of CDL Maintainer job description.

Glenn Sanchez seconded the motion and the motion carried.

Jean Speck made a motion to add the following item:

8.15. Discussion regarding town meeting for school resource officer funding.

Glenn Sanchez seconded the motion and the motion carried.

Jean Speck made a motion to add the following item:

8.16. Notification of exempt modification application to the Connecticut Sighting Council for notification to existing tower on Bulls Bridge Road.
Rufus deRham seconded the motion and the motion carried.

Rufus deRham made a motion to add the following item:

4.5. Letter from Charlotte Lindsey regarding the rail road crossing on Maple Street.

Jean Speck seconded the motion and the motion carried.

Approval of Minutes:

Jean Speck made a motion to approve the following minutes, as submitted.

- June 16, 2022. Regular BoS meeting
- June 22, 2022 Special BoS meeting
- July 13, 2022 Special BoS meeting

Rufus deRham seconded the motion and the motion carried.

Public Comment:

None.

Correspondence:**June 20, 2022 Email from Donna Hayes, "Food Trucks".**

Jared Kuczenski:

- P&R hired an ice cream truck for the last day of the After School Program.
- NO food was sold.
- P&R would like to have food trucks at more events.

Donna Hayes:

- Received a complaint for someone that food was being sold from a food truck.

Glenn Sanchez:

- Reread the motion made on 3/3/2022 by the BoS regarding food trucks.
- This situation does not fall within the motion.

July 1, 2022 Email from Chris Harrington, "Speeding Cars".

- Jean Speck reported, she met with Troop L and they have strategies to implement speed enforcement in the next few weeks.

June 27, 2022 Email from Victor Lewis, Noise grievance and July 11, 2022 Email from Doug Winn, "Kent Rooster Ownership Policy"

- Donna Hayes confirmed,
 - Roosters are allowed in the rural district and are addressed in the Right to Farm ordinance.
 - Right to Farm ordinance allows the BoS to mitigate a complaint.
- Jean Speck
 - Will talk to town attorney.
 - Will follow up with the two parties for mediation.

Letter from Charlotte Lindsey regarding the railroad crossing on Maple Street.

Jean Speck;

- Send a certified letter to the railroad and cc our legislators to get some traction on this.

Tax Refunds:

None.

Treasurer's Report:

The treasurer did not attend the meeting and did not provide a written report.

Highwatch Recovery Center, Inc. v. Town of Kent, Docket No. HHB-CV22-6072926-S pending in New Britain Superior Court: Discussion of pending litigation in executive session and possible action on matters discussed in executive session:

Jean Speck made a motion to go into executive session for the purpose of discussing strategy with respect to pending litigation Highwatch Recovery Center, Inc vs Town of Kent docket number HHB_CV33-6072926-S and invite Attorney John Tower and Assessor Jen Dubray in the executive session. Rufus deRham seconded the motion and the motion carried.

Jean Speck made a motion to come out of executive session at 7:30 p.m. Glenn Sanchez seconded the motion and the motion carried. No action taken and no motions made in executive session.

Kent Veterans Memorial Committee request for BoS to take ownership of Veterans Monuments:

Jean Speck:

- July 13, 2022 letter from Kent Veterans Memorial Chairman Andrew Ocif requesting the Town take ownership of the Veterans Monument, attached.
- Requested a quote from CIRMA, to include the monument at the intersection.
- Talk to town attorney about legal official ownership.
- Keep on the agenda.

Glenn Sanchez:

- The CIRMA quote should also include the stone in front of the library too.

Low Voltage Solutions, LLC Proposal:

Jean Speck:

- Some vandalism at the Welcome Center.
- Trooper Fisher investigated and confirmed it was a group of local kids.
- June 15, 2022 proposal from Low Voltage Solutions, LLC for surveillance at the Welcome Center, attached.
- Revised proposal from Low Voltage Solutions, LLC, attached.

Glenn Sanchez:

- Questioned if vandalism would continue at the Welcome Center?
- BoS and BoF talking about an additional trooper.
- Is surveillance equipment the right place to spend money?
- Not completely sold on the Welcome Center.
- No funds budgeted for this request.

Rufus deRham:

- Should there be an evaluation of the Town for the installation of surveillance equipment?
- Not prepared to make a decision tonight.

Approval of CDL Maintainer job description:

Jean Speck made a motion to approve the updated CDL Maintainer job description, attached. Rufus deRham seconded the motion and the motion carried.

Corrected motion for hiring ASP Director:

Jean Speck:

- Original motion was made with no start date.
- Rewrote the motions but did not include the start date which needs to be included in the motion.
- Keep on the agenda.

Corrected motion for hiring Camp Director:

- Original motion was made with no start date.
- Rewrote the motions but did not include the start date which needs to be included in the motion.
- Keep on the agenda.

Salary review - Management review:

Jean Speck:

- No update.
- So many more conversations to go on tonight.
- Need to start the conversation.
- Leave on the agenda.

Glenn Sanchez:

- Has not received the COG salary survey from Jean to date.
- Looking at budgets from Kent, Cornwall, Goshen, Salisbury, Sharon, Sherman, Warren and Washington.

Town Hall large meeting room video conference system update:

Joyce Kearns:

- Yucatech has ordered the equipment.
- Yucatech has reached out to the electrician.

Emergency Management Director job description:

Jean Speck:

- No update.

Deputy Emergency Management Director job description:

Jean Speck:

- No update.

COVID -19 pandemic update:

Jean Speck:

- Additional home test kits are now available in the Selectman's Office.

Flag policy update:

Jean Speck:

- Based on what we are doing with the monument, we should add that into the policy.
- Will put that in and have ready for next meeting.

EV Charging Station:

Jean Speck:

- Federal Government money available.
- Eversource also has funding available.
- More to come.

B.E.T.T.Y. update:

Jean Speck:

- A primary care office will be opening in North Canaan.
- Should refocus efforts on transportation.
- Washington and Warren are open to having a conversation to Kent being part of their bus transportation program.

Swift House: ADA Checklist for existing Facilities review:

Jean Speck:

- Next step, make a decision on where we're going to take the checklist.
- Finding someone to come up with a plan for compliance of all of the items in the checklist.
- Barbara can look into some grant funding once the BoS agrees on a dollar amount.

Review and possible approval of the Community Resilience Building Workshop

Summary Finding report:

Jean Speck:

- The team is following up with the Nature Conservancy on several errors: boat launch and spelling corrections.
- Once updated bring back to the BoS for approval.

Status of Main Street Noise and Traffic report:

Jean Speck:

- Making forward motion on getting contacts within the State.

Main Street cross walk "Stop for Pedestrian" pylons discussion:

Jean Speck made a motion to approve restarting the "Stop for Pedestrian" sign program to place signs at all crosswalks. Glenn Sanchez seconded the motion and the motion carried.

Streetscape update:

Jean Speck:

- Mather's Corporation will start the streetscape project on August 1, 2022 on Bridge Street with saw cutting.
- By August 3, 2022 pulling out the existing walks, again starting on Bridge Street and moving toward Rt. 7.
- Granite installers will start on August 8, 2022.

Discussion regarding town meeting for school resource officer funding:

Rufus deRham made a motion that we follow the process of holding a hearing on August 5, 2022 at 7:00 p.m. that will adjourn to a Town Meeting on August 9, 2022 at 7:00 p.m. Jean Speck seconded the motion. Rufus deRham voted yes. Jean Speck and Glenn Sanchez voted no. The motion failed.

Jean Speck made a motion to hold the town meeting on Friday, August 5, 2022 at 7:00 p.m. adjourning to a referendum on Tuesday, August 16, 2022 from 12:00 p.m. to 8:00 p.m. Rufus seconded and the motion carried.

Notification of exempt modification application to the Connecticut Sighting Council for notification to existing tower on Bulls Bridge Road:

Jean Speck:

- Housekeeping issue.
- Wanted the board to have visibility on this.

BOS Subcommittee Reports

ARPA Needs Assessment Committee:

Connie Manes:

- No report.
- Would like the subcommittee to stay convened.

Affordable Housing Plan Steering Committee:

Jean Speck:

- Next meeting is July 27, 2022.
- Reviewing the draft plan the consultant has put together.

Broadband Working Group:

Jean Speck:

- Lot of money coming down.
- COG recommends taking a regional approach.

Kent Sustainability Team.:

Jean Speck:

- Nothing new to report.

KVFD/Ambulance staffing subcommittee:

Jean Speck:

- They have not met this month.

Main Street Noise and Traffic Committee:

Glenn Sanchez:

- Appreciate the board moving on the pedestrian pylons.
- Appreciate the Second State Trooper referendum.

Streetscape Building Committee:

Jean Speck:

- Nothing additional to report.

Swift House Task Force:

Glenn Sanchez:

- Jean committed to getting the Swift House survey out by Saturday morning.
- The committee not sure if they will have a report completed by August.
- The committee will keep the board posted.

Selectmen's Reports:

Jean Speck:

- Nothing additional to report.

Rufus deRham:

- Nothing additional to report.

Glenn Sanchez:

- Nothing additional to report.

Adjourn:

Jean Speck adjourned the meeting at 9:29 p.m. Rufus deRham seconded the motion and the motion carried.

Joyce Kearns

Joyce Kearns

Administrative Assistant

These are draft minutes and the Board of Selectmen at the subsequent meeting may make corrections. Please refer to subsequent meeting minutes for possible corrections and approval.



BOARD OF SELECTMEN
Regular Meeting Agenda
July 21, 2022 6:30 P.M.

Join Zoom Meeting: <https://us02web.zoom.us/j/86302694079>

Meeting ID: 863 0269 4079

One tap mobile: +16465588656,,86302694079# US (New York)

Supporting documentation for this meeting:

https://drive.google.com/drive/folders/1eZRT9kfKJ59LI_0fKNd6YD6zQgUF9fy4

1. Call to order
2. Approval of Minutes
 - 2.1. June 16, 2022. Regular BoS meeting
 - 2.2. June 22, 2022 Special BoS meeting
 - 2.3. July 13, 2022 Special BoS meeting
3. Public Comment.
4. Correspondence
 - 4.1. June 20, 2022 Email from Donna Hayes, "Food Trucks".
 - 4.2. June 27, 2022 Email from Victor Lewis, Noise grievance.
 - 4.3. July 1, 2022 Email from Chris Harrington, "Speeding Cars".
 - 4.4. July 11, 2022 Email from Doug Winn, "Kent Rooster Ownership Policy"
5. Tax Refunds
6. Treasurer's Report
7. New Business
 - 7.1. Highwatch Recovery Center, Inc. v. Town of Kent, Docket No. HHB-CV22-6072926-S pending in New Britain Superior Court: Discussion of pending litigation in executive session and possible action on matters discussed in executive session.
 - 7.2. Kent Veterans Memorial Committee request for BoS to take ownership of Veterans Monuments.
 - 7.3. Low Voltage Solutions, LLC Proposal
8. Old Business
 - 8.1. Corrected motion for hiring ASP Director.
 - 8.2. Corrected motion for hiring Camp Director.

- 8.3. Salary review - Management review.
- 8.4. Town Hall large meeting room video conference system update.
- 8.5. Emergency Management Director job description.
- 8.6. Deputy Emergency Management Director job description.
- 8.7. COVID -19 pandemic update.
- 8.8. Flag policy update.
- 8.9. EV Charging Station.
- 8.10. B.E.T.T.Y. update.
- 8.11. Swift House: ADA Checklist for existing Facilities review.
- 8.12. Review and possible approval of the Community Resilience Building Workshop Summary Finding report.
- 8.13. Status of Main Street Noise and Traffic report.
 - 8.13.1. Main Street cross walk "Stop for Pedestrian" pylons discussion.
- 8.14. Streetscape update.
- 9. BOS Subcommittee Reports
 - 9.1. ARPA Needs Assessment Committee.
 - 9.2. Affordable Housing Plan Steering Committee.
 - 9.3. Broadband Working Group.
 - 9.4. Kent Sustainability Team.
 - 9.4.1. Review and possible approval of the Community Resilience Building Workshop Summary Finding report.
 - 9.5. KVFD/Ambulance staffing subcommittee.
 - 9.6. Main Street Noise and Traffic Committee.
 - 9.7. Streetscape Building Committee.
 - 9.8. Swift House Task Force.
- 10. Selectmen's Reports.
- 11. Adjourn



Joyce Kearns <adminassist@townofkentct.org>

Food Trucks

1 message

Donna Hayes <landuseadmin@townofkentct.org>

Mon, Jun 20, 2022 at 11:36 AM

To: Jean Conlon-Speck <firstselectman@townofkentct.org>, Rufus DeRham <Rufuspderham@townofkentct.org>, Glenn Sanchez <Glennsanchez@townofkentct.org>

Cc: Joyce Kearns <adminassist@townofkentct.org>, Kent Park & Recreation <ParkandRec@townofkentct.org>

Jean, Rufus and Glenn,

I would like this read into the record and discussed at the next regular Board of Selectmen meeting.

On Friday evening, I received an email from a resident that stated: "The Park and Rec dept hired a food truck...more like a food bus...to be at the baseball game tonight at KCS. Lots of people ar there...feeding/selling to the general public."

On March 3, 2022, the following motion was made by Rufus: "Upon the determination of the P&Z Commission at their January 13, 2022 meeting, the Board of Selectmen agree and move that commercial food trucks are **not** allowed in the town of Kent. Food trucks for the exclusive use on private property are allowable with the proper health department approvals." Jean Speck seconded and the motion carried.

I would like to know how this was allowed and how I should explain it to those people who are still calling me about the use of food trucks within the Town of Kent.

Respectfully,

*Donna M. Hayes, CZEO**Land Use Administrator**Town of Kent**Land Use Office**41 Kent Green Boulevard**P.O. Box 678**Kent, CT 06757**(860) 927-4625**landuseadmin@townofkentct.org*



Joyce Kearns <adminassist@townofkentct.org>

Administrative Assistant

1 message

Victor Lewis via Kent CT <cmsmailer@civicplus.com>

Mon, Jun 27, 2022 at 12:20 PM

Reply-To: Victor Lewis <vdiuocgt@yahoo.com>

To: Selectmen <adminassist@townofkentct.org>

Submitted on Monday, June 27, 2022 - 12:20pm

Submitted values are:

Departments: Administrative Assistant

Message:

Dear P & Z Commission and To Whom It May Concern,

We would like to file a formal noise grievance against our neighbor at [310 Kent Cornwall Road](#), Albert Loverro, and his new rooster. We live at [316 Kent Cornwall Rd.](#), just a few feet from Mr. Loverro's rooster/roosters.

While we respect and want to maintain the rural character of Kent, especially those with farms, we cannot support having noisy roosters on small properties sitting extremely close to neighbors' homes where they conduct their own businesses. Mr. Loverro already has ducks, hens, dogs, and goats on his very small plot of land. Mr. Loverro's rooster/roosters are close-by and crow constantly from 5 AM until 9 PM daily. Given the constant noise and interruptions from the rooster/roosters, we cannot have our windows open at all. Even with the windows closed, the noise interruptions from the rooster/roosters have been so disruptive that they've had a negative impact on our business relationships, work quality, and how we conduct US and global virtual meetings from our home offices.

We reached out to Mr. Loverro and his live-in girlfriend, Christine Fiedler, just over two weeks ago hoping to find a solution and below was their response (and photo of text message below):

" we bought 6 chickens in the spring. one seems gender confused. modern times "

Mr. Loverro and Ms. Fiedler have the luxury of not hearing their rooster/roosters on a daily basis since they are away 12+ hours a day, 6 days a week. We waited 17 days hoping the noise would lessen or cease but that has not happened.

Please let us know all of our options, even if we need to start a petition.

Kind regards,

Victor Lewis

917-575-8873

==Please provide the following information==

Your Name: Victor Lewis

Your E-mail Address: vdiuocgt@yahoo.com

Organization: full time resident

Phone Number: 917-575-8873

==Address==

Street: [316 Kent Cornwall Rd](#)

City: Kent

State: Connecticut

Zipcode: 06757



Joyce Kearns <adminassist@townofkentct.org>

[Kent CT] Speeding Cars (Sent by Chris Harrington, south7electric@gmail.com)1 message

Contact form at Kent CT <cmsmailer@civicplus.com>

Fri, Jul 1, 2022 at 1:50 PM

Reply-To: south7electric@gmail.com

To: Selectmen <adminassist@townofkentct.org>

Hello Selectmen,

Chris Harrington (south7electric@gmail.com) has sent you a message via your contact form (<https://www.townofkentct.org/user/21/contact>) at Kent CT.

If you don't want to receive such e-mails, you can change your settings at <https://www.townofkentct.org/user/21/edit>.

Message:

Its time to get someone here to rectify the speeding cars on Rte 7 and other roads. If the Resident Trooper won't do it then we need to rethink the money we spend on this service. For the cost of the resident trooper, the town could hire two part time officers and purchase a vehicle for them to drive. If this is not an option then we need a few traffic logix cameras, which record speed and take picture of the violators license plate. Not just the signs like we already have but pictures of the violators and tickets sent.



Joyce Kearns <adminassist@townofkentct.org>

Kent Rooster Ownership Policy

1 message

Doug Wynn <doug.wynn@npghealth.com>

Mon, Jul 11, 2022 at 2:07 PM

To: "Selectmen@townofkentct.org" <Selectmen@townofkentct.org>

Hi Jean, Glenn, and Rufus,

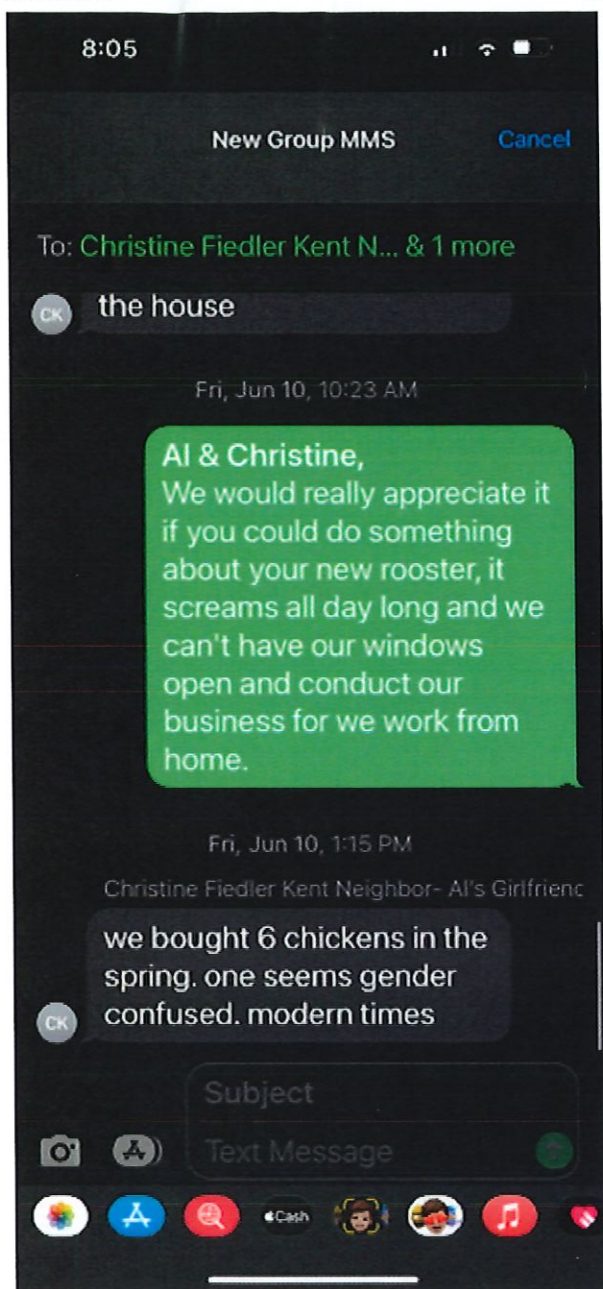
Hope you're all doing well and enjoying the summer so far! I had the pleasure of meeting you all before the last election.

With great respect, we would like to revisit Kent's rooster ownership policy. While we champion and applaud Kent residents being able to own livestock (to help maintain the rural character of Kent, if that is indeed an element/definition of "rural character"), an unavoidable "work from home" dynamic resulting from the new era of COVID has made it nearly impossible for us to conduct our business at home with rooster noise, NOT other livestock, from our close-by neighbors. Our neighbor at 310 Kent Cornwall Road, Albert Loverro, has his livestock (including roosters, hens, ducks, goats, and dogs) about 150-ish feet from our house. We live at [316 Kent Cornwall Rd, Kent](#). While a 150-ish ft distance may seem reasonable to some, those individuals without a rooster in such close proximity may not have the real-world context to understand just how disruptive rooster noise can be – roosters crow constantly from 5 AM until 9 PM daily, significantly, louder than most all other livestock. We cannot have our windows open at all, but even with the windows closed the noise interruptions from their roosters have been so disruptive that they're having a negative impact on our business relationships, work quality, and how we conduct US and global virtual meetings from our home offices.

In the spirit of neighborship, we reached out to Mr. Loverro and his live-in girlfriend, Christine Fiedler, just over 4 weeks ago hoping to find a solution and here was their texted response (and photo of text message below): "*we bought 6 chickens in the spring. one seems gender confused. modern times*". Mr. Loverro and Ms. Fiedler have the luxury of not hearing their roosters on a daily basis since they are away for their jobs from dawn to dusk, 6 days a week. With Mr. Loverro and Ms. Fiedler being away for such long periods each day, I do wonder about the general well-being of all of their livestock but I'm not an animal care expert -- it is only the roosters which are causing the tremendous noise disruption.

Without a proper rooster-ownership policy, accounting for more distance between roosters and neighbors, we may have to sell our property and move (which is heartbreaking to us). That said, please let us know our options:

- While some neighboring towns have a total ban on roosters, we are NOT asking for a ban on roosters. We, humbly, just want Kent to craft stronger spacing policy between one property owner's rooster and their neighbor's home. Who will need to be part of this conversation?
- If our option is only filing a formal noise grievance (via Kent police) against our neighbor at [310 Kent Cornwall Road](#), Albert Loverro, and his roosters, will that result in meaningful action?
- Will a petition of signatures help? If so, what are the appropriate next steps?



Thank you in advance.

Sincerely,

Doug

Doug Wynn, RPh, CSMC


EVP, Chief Strategy Officer

445 South Street, Suite 305

Morristown, NJ 07960

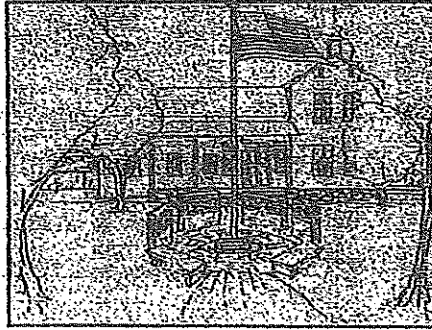
Phone: 917.544.6664

doug.wynn@npghealth.com

signature_3082966013

A blue and yellow sign Description automatically generated with low confidence

Kent Veterans Memorial



July 13, 2022

Kent Board of Selectman
P.O. Box# 678
Kent, Connecticut 06757

Re: Ownership of the Kent Veterans Memorial

First Selectman Jean Speck, Selectman Rufus De Rahm & Glenn Sanchez

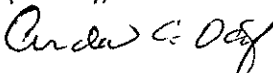
The Kent Veterans Memorial Committee is requesting that the Town of Kent take over the ownership and responsibility of the Veterans Monuments. In 2007, the Board of Selectman authorized a newly formed Veterans Committee to create a memorial for veterans who entered the military from Kent and served during the 20th, century. The project commenced and the monuments were dedicated in 2009. The Kent Historical Society authorized the Kent Veterans Memorial Committee to run the donations collected through their account. In early June, 2011, the Kent Veterans Memorial Committee became a sub-committee of the Kent Historical Society. On October 4, 2011, First Selectman Bruce Adams made a motion at the Board of Selectman's meeting to remove the Veterans Memorial Committee from ties to the town and become a separate entity under the auspices of the Kent Historical Society.

The town of Kent for the past thirteen years has maintained the grounds by cutting the grass, snow removal, trimming the trees, lowering & raising the flags as directed by the President. The town's insurance carrier C.I.R.M.A provides liability in the event someone is injured at the monuments because they are on town property. The town Insurance does not cover the stones for damage caused by vandalism, if a vehicle struck them or if someone sues the Veterans Memorial Committee. Several years ago an individual threatened to destroy the monuments with a sledge hammer who did not agree with the committee on a decision that was made for his name to be added to the monument. A person also fell in the vicinity of the monuments. We are concerned about being sued individually.

The Veterans Memorial committee last year requested that the Kent Historical society look into the possibility that their insurance carrier could cover us as well. The Kent Historical society Board of Directors at their February 8th, 2022 meeting overwhelming refused our request, the reason being that they do not want the liability. They also suggested that the town should take over ownership of the monuments as they are already are responsible for the Civil War Monument and the generic stone in front of the Kent Memorial Library. It also should be noted that the Memorial Day Parade is a town parade.

The Kent Veterans Committee had a meeting on July 6, 2022 and all members voted unanimously to request that the town take over the responsibility and ownership of the monuments. However, it should be noted that if the town does take over, the Veterans Committee would also request that the Board of Selectman appoint a sub-committee to follow the criteria initiated by the Veterans Memorial Committed to investigate the names of veterans that would be added in the future.

Respectfully,


Andrew C. Ocif, Chairman

Low Voltage Solutions, LLC

John E. Meeker, Jr.
P.O. Box 2069
New Preston CT., 06777
Tel. 860-868-2288 Cell 860-601-6116
CT Lic. # 0204533-C5

Town of Kent
41 Kent Green Blvd.
Kent, CT 06757

06-15-22

Jean,

After meeting with you and discussing your surveillance needs at welcome building/bathrooms Kent, CT 06757. I have prepared the following for your review.

Installation of an Alibi Vigilant NVR (Network Video Recorder). This will allow you to view video from any of the proposed cameras, either on site or on a Smartphone via an app. We will install a cellular router. The NVR will be set to record on motion activation. Customer will move any obstacles in the way of running wires and provide access for wire work.

We will install the following:

1ea. LTE/5G router connected to service provided by The Town of Kent.

1ea. Alibi NR Type 08 CH NVR 8 Port PoE

2ea. Installed Seagate Skyhawk 10 TB Surveillance Hard Drive .

1ea. 4MP IP 25X Outdoor 4 inch Vandal PTZ 328 ft IR

1ea. 5MP IP turret Cameras ALI-PT5-LUA1

1ea. Labor and parts to install the above

Cost for the above: \$ 6148.90

Full payment due in 30 days). Any unpaid portions of the contract unpaid after thirty (30) days shall accrue interest at the rate of 0.5% per month thereafter and be added to the contract price. **Please include your tax exempt paper work with your deposit.**

Price does not include applicable taxes, any additional equipment requested or unforeseen obstructions. **Prices are good for Fifteen days.** Please contact me with any questions or concerns you may have. A deposit of 50% will be required at contract signing. Balance due upon completion. Warranty does not begin until paid in full.

ADDITIONAL TERMS AND CONDITIONS ARE ON THE ADDITIONAL PAGES OF THIS CONTRACT. NO CONTRAVENING TERM OF CUSTOMER SHALL BE EFFECTIVE UNLESS IT IS SPECIFICALLY SET FORTH AND AGREED TO IN WRITING BY LVS.

I HAVE REVIEWED AND AGREE TO ALL TERMS
HEREIN, INCLUDING ALL TERMS ON ADDITIONAL PAGES.

ACCEPTED AND AGREED TO

CUSTOMER SIGNATURE

JOHN MEEKER JR, PRESIDENT

PRINTED NAME AND TITLE

Date _____

WARRANTY; EXCLUSIONS FROM WARRANTY; AND CUSTOMER SOLE
REMEDY: All work, products, and parts, performed or supplied by LVS are warranted to be
free of material defects to original customer for one year upon completion of LVS services.
Customer sole remedy is limited to repair or replacement of defective parts supplied by LVS, at
LVS reasonable discretion. **LVS SPECIFICALLY EXCLUDES ANY AND ALL IMPLIED
WARRANTIES OF FITNESS FOR A PARTICULAR USE, MERCHANTABILITY,**

WORKMANLIKE QUALITY, AND HABITABILITY. INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE ALSO EXCLUDED.

ADDITIONAL TERMS AND CONDITIONS, WHICH ARE AN ESSENTIAL PART OF THIS CONTRACT AND ARE BINDING:

1. Hidden or non-obvious preexisting damage, defect, code-noncompliance with Customer's property.

Customer agrees that from time to time LVS may discover hidden or non-obvious preexisting problems or defects with Customer's property during performance of LVS work at the job site, and such issues interfere with LVS services or increase its costs. Such issues may include, but are not limited to, preexisting non-compliance with governing building codes or regulations, hidden plumbing/electrical/strapping lines or devices, wood rot, or any other condition which adds to the costs or time of LVS services. Upon discovery of such condition, LVS is entitled to stop work, notify the customer of the hidden issue, request repairs by customer, and await same before continuing work. If repairs are not forthcoming within thirty (30) days from such notification to Customer by LVS, the LVS, at its option, may declare the contract terminated and/or materially breached by Customer, and be entitled to remedies as set forth below.

2. Acceptance and Contract. LVS'S ACCEPTANCE OF THIS ORDER IS EXPRESSLY CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREOF. This contract describes all material and services contemplated by the Customer and LVS. If Customer desires additional material and/or services from LVS, additional charges will be necessary and agreed to in writing signed by both Customer and LVS. The terms and conditions hereof shall constitute the binding contract between LVS and Customer concerning the goods and services provided hereunder. Neither party shall claim any amendment, modification, waiver or release from any provisions hereof unless the same is in writing and signed by both LVS and Customer.

3. Delays. Installation dates are not guaranteed and LVS has no liability for damages that may be incurred due to any circumstances beyond LVS control, including, but not limited to, delay in shipment of goods contemplated by this contract, defective products which must be repaired or replaced, weather delays, frozen ground, pestilence, pandemics, work stoppages by others at the job site, delays by other contractors at job site, and Force Majeure.

3. LVS Remedies. In the event that Customer does not pay timely pay the amounts due under this contract, and upon notice given to Customer by phone, text message, letter by U.S. Mail, or email that payment is overdue, then ten (10) days thereafter, Customer is in substantial breach of this contract. In that event, LVS may file and serve a complaint in State of Connecticut, Litchfield County, court of appropriate jurisdiction, for all unpaid sums pursuant to this contract, plus interest, plus all costs,

including court fees and expert witness fees, and for actual attorney's fees incurred. To the extent mediation is available at no cost to LVS, such procedure is preferred.

4. Cancellation by Customer prior to conclusion of services by LVS. In the event that Customer cancels this contract prior to its substantial completion by LVS, Customer shall be liable for the contract cost of all products which LVS has installed at the job site as of the Customer's cancellation, and all product costs for any products which LVS cannot return to the manufacturer or distributor for any reason they specify, together with the labor costs of services provided by LVS to Customer up to the time of the Cancellation Notice, which the parties agree shall be \$125 per hour.

5. Indemnification. Customer shall indemnify and hold LVS harmless from and against any and all claims, demands, lawsuits, damages, liabilities, costs and expenses (including attorney's fees), incurred by reason of any injury to or death of any person, or damage to any property, resulting from or arising out of any act, error, omission, negligence, or misconduct by Customer in connection with the goods and/or services provided hereunder.

8. Governing Law, Jurisdiction, and Venue. This contract, and the terms and conditions herein, and any and all other disputes between LVS and Customer, shall be governed by and construed in accordance with the laws of the state of Connecticut. Jurisdiction shall be exclusively in a court of competent jurisdiction within the County of Litchfield, State of Connecticut. Venue shall be within the Town of Litchfield, Connecticut, or the City of Torrington, Connecticut.

9. Continuing Security Interest. LVS retains a security interest in all goods it provides, until payment is received in full, pursuant to all the applicable provisions of the Uniform Commercial Code, and applicable Statutes, Codes, and Regulations of the State of Connecticut. At LVS discretion, it may file appropriate Liens against Customer's property in the event of goods delivered to Customer but not paid for after demand as provided herein.

10. Construction Plans and Drawings, Working With General Contractors of Customer. It is Customer's responsibility to ensure that all plans and drawings which may affect the work of LVS at the job site be provided to LVS before LVS commences work for Customer. Customer likewise shall be responsible to provide its General Contractor a copy of this contract, and to coordinate the scheduling to LVS work at the job site so as to not interfere with other trades and contractor's work.

Low Voltage Solutions, LLC

John E. Meeker, Jr.
P.O. Box 2069
New Preston CT., 06777
Tel. 860-868-2288 Cell 860-601-6116
CT Lic. # 0204533-C5

Town of Kent
41 Kent Green Blvd.
Kent, CT 06757

06-15-22

Jean,

After meeting with you and discussing your surveillance needs at welcome building/bathrooms Kent, CT 06757. I have prepared the following for your review.

Installation of an Alibi Vigilant NVR (Network Video Recorder). This will allow you to view video from any of the proposed cameras, either on site or on a Smartphone via an app. We will install a cellular router. The NVR will be set to record on motion activation. Customer will move any obstacles in the way of running wires and provide access for wire work.

We will install the following:

1ea. LTE/5G router connected to service provided by The Town of Kent.

1ea. Alibi NR Type 08 CH NVR 8 Port PoE

2ea. Installed Seagate Skyhawk 10 TB Surveillance Hard Drive .

1ea. 4MP IP 25X Outdoor 4 inch Vandal PTZ 328 ft IR

1ea. 8MP Starlight Varifocal Vandal-Resistant IP Turret

1ea. Labor and parts to install the above

Cost for the above: \$ 6498.90

Full payment due in 30 days). Any unpaid portions of the contract unpaid after thirty (30) days shall accrue interest at the rate of 0.5% per month thereafter and be added to the contract price. **Please include your tax exempt paper work with your deposit.**

Price does not include applicable taxes, any additional equipment requested or unforeseen obstructions. **Prices are good for Fifteen days**. Please contact me with any questions or concerns you may have. A deposit of 50% will be required at contract signing. Balance due upon completion. Warranty does not begin until paid in full.

ADDITIONAL TERMS AND CONDITIONS ARE ON THE ADDITIONAL PAGES OF THIS CONTRACT. NO CONTRAVENING TERM OF CUSTOMER SHALL BE EFFECTIVE UNLESS IT IS SPECIFICALLY SET FORTH AND AGREED TO IN WRITING BY LVS.

I HAVE REVIEWED AND AGREE TO ALL TERMS
HEREIN, INCLUDING ALL TERMS ON ADDITIONAL PAGES.

ACCEPTED AND AGREED TO

CUSTOMER SIGNATURE

JOHN MEEKER JR, PRESIDENT

PRINTED NAME AND TITLE

Date _____

WARRANTY; EXCLUSIONS FROM WARRANTY; AND CUSTOMER SOLE
REMEDY: All work, products, and parts, performed or supplied by LVS are warranted to be free of material defects to original customer for one year upon completion of LVS services. Customer sole remedy is limited to repair or replacement of defective parts supplied by LVS, at LVS reasonable discretion. **LVS SPECIFICALLY EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR USE, MERCHANTABILITY,**

WORKMANLIKE QUALITY, AND HABITABILITY. INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE ALSO EXCLUDED.

ADDITIONAL TERMS AND CONDITIONS, WHICH ARE AN ESSENTIAL PART OF THIS CONTRACT AND ARE BINDING:

1. Hidden or non-obvious preexisting damage, defect, code-noncompliance with Customer's property.

Customer agrees that from time to time LVS may discover hidden or non-obvious preexisting problems or defects with Customer's property during performance of LVS work at the job site, and such issues interfere with LVS services or increase its costs. Such issues may include, but are not limited to, preexisting non-compliance with governing building codes or regulations, hidden plumbing/electrical/strapping lines or devices, wood rot, or any other condition which adds to the costs or time of LVS services. Upon discovery of such condition, LVS is entitled to stop work, notify the customer of the hidden issue, request repairs by customer, and await same before continuing work. If repairs are not forthcoming within thirty (30) days from such notification to Customer by LVS, the LVS, at its option, may declare the contract terminated and/or materially breached by Customer, and be entitled to remedies as set forth below.

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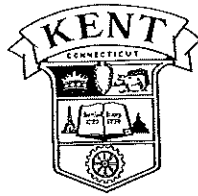
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TOWN OF KENT JOB DESCRIPTION

POSITION: HIGHWAY MAINTAINER WITH CDL
RATE:

PURPOSE OF JOB CLASS (NATURE OF WORK):

The purpose of this position is for the maintenance of Town roads and streets including manual labor, driving trucks and operating heavy equipment.

SUPERVISION RECEIVED:

Works under the direct supervision of the Highway Foreman.

DIRECT REPORTS:

None.

HOURS OF WORK:

Full-time hourly position. Working hours are Monday thru Friday 7:00 a.m. to 3:30 p.m. with a ½ hour for lunch. Must be available for overtime.

EXAMPLES OF DUTIES:

- Receives written and oral instruction from highway foreman.
- Drives and controls highway equipment.
- Handles tools necessary for the completion of such tasks as plowing, sanding, oiling, grading, pipe installation and cleaning, mowing raking, shoveling, sweeping, fueling up, lubricating, cutting brush, clearing ditches and working on fences.
- Perform heavy physical labor under all types of weather conditions.
- Performs heavy manual labor work lifting catch basin grates (145 lbs.), cement blocks (50 lbs.), bagged cement (80 lbs.), rock, plow blade edges (45 to 200 lbs.) and small equipment (15 to 100 lbs.)
- Maintains and repairs equipment and facilities.
- Operate heavy equipment.
- Perform routine equipment maintenance.
- Follows standard safety procedures.
- Take and follow instructions.
- Performs other duties as assigned

KNOWLEDGE, SKILL AND ABILITY:

- Ability to learn, understand and carry out written and oral assignments.
- Ability to lift and carry heavy objects.
- Ability to use equipment requiring manual dexterity and mechanical aptitude.
- Available to work in all weather conditions whenever needed.
- Ability to work with the general public in a collegial, polite manner.
- Ability to work collaboratively in a team environment.



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- Ability to lift and carry heavy objects.
- Ability to use equipment requiring manual dexterity and mechanical aptitude.
- Ability to work with the general public in a collegial, polite manner.
- Ability to work collaboratively in a team environment.

MINIMUM QUALIFICATIONS – GENERAL EXPERIENCE:

- High school diploma or equivalent.

- Current Commercial Driver's License (CDL), current medical card and a good driving record.
- Must have sufficient stamina and good health to perform strenuous physical labor and be able to climb in and out of truck bodies, other equipment, ladders and drainage ditches and catch basins.

MINIMUM QUALIFICATIONS – SUBSTITUTIONS ALLOWED

n/a

SPECIAL REQUIREMENTS:

- Must reside within a 20-mile radius of the Town of Kent, CT.

WORKING CONDITIONS:

- Outdoor environment.
- Work may be during overnight hours and, possibly in extreme weather conditions for extended periods of time.
- Must submit to random drug and alcohol testing to assure safe, reasonable operation of equipment and vehicles on town roads and grounds.

STATEMENT OF WORK AND GRANT AWARD BUDGET

NAME OF APPLICANT TOWN:

GRANT PROGRAM NAME: Small Town Economic Assistance Program (STEAP) 2022

CONCISE GRANT PROGRAM SUMMARY (PROGRAM PURPOSE/INTENT/MISSION): The Small Town Economic Assistance Program (C.G.S. Section 4-66g) funds economic development, community conservation and quality of life projects for localities that are ineligible to receive Urban Action bonds (CGS Section 4-66c). STEAP funds are issued by the State Bond Commission and can only be used for capital projects. A project is considered to be a capital project if it is new construction, expansion, renovation or replacement for an existing facility or facilities. Project costs can include the cost of land, design, engineering, architectural planning, and contract services needed to complete the project.

PROJECT TITLE/NAME (as appears on application):

I. INTRODUCTION

CONCISE PROJECT DESCRIPTION (Limited to 300 characters):

II. STATEMENT OF WORK

The grantee proposes to complete the work and/or proposes to purchase goods and/or services as delineated in the following table and in accordance with the below proposed budget. Note that the items listed in the "Tasks" column are simply examples. You may delete any and all that are not applicable.

Category (Optional): Overarching type of work (for example: planning/design/construction/reports)	Tasks: The individual tasks to be performed in order to accomplish the objective of the grant award.	Target Completion Date for Each Task (specific date or # months from contract execution date)
	Rehabilitation of community center kitchen and senior center meeting room	
	Establishment of tennis courts and playground for residential recreation purposes	
	Reconstruction of 3.2 miles of Main Street including drainage, leveling, paving	
	Roof replacement to municipal town hall	
	If applicable, Grantee(s) shall be responsible for monitoring any Subgrantee(s) or Subcontractor(s) to ensure tasks and deliverables under such Subgrant(s) or Subcontract(s) are met and work with such parties to develop plans if any obstacles may develop that would impact the delivery of such tasks or deliverables.	
	If applicable, Grantee(s) shall ensure that all Subgrant(s) or Subcontract(s) provide clear Statements of Work and such Statements of Work shall, at minimum, incorporate applicable requirements into any Subgrant(s) or Subcontract(s) for services and/or work under this Grant.	

III. PROPOSED STEAP GRANT AWARD BUDGET :

List proposed grant award budget items below.

Description	Amount of anticipated STEAP Funding	Amount Federal Funding	Amount Grantee Match Funding	Amount Other Funding	If "Other", list source name and type (private, state, etc.)	TOTALS:
TOTALS:						

PAYMENT TERMS

- Grantee provides the above proposed budget understanding that should a grant be awarded no reimbursements will be made for expenditures incurred prior to the grant start date or after the grant end date.