

Board of Selectmen  
Regular Meeting

January 2, 2018  
4:30 P.M. Town Hall

RECEIVED FOR RECORD  
KENT TOWN CLERK

2017 JAN -8 P 12:05

BY *D. Brady*  
TOWN CLERK

Present: Bruce Adams, Chris Garrity and Jeff Parkin.

Also present: Darlene Brady, Debbie Devaux, Mike Everett, Lesly Ferris, John Johnson, Donna Hayes, Rick Osborne, Elyse Sadtler and Lynn Worthington.

Mr. Adams called the meeting to order at 4:30 p.m.

The pledge was recited.

**Approval of Minutes:**

Mr. Adams made a motion to approve the minutes of the December 5, 2017 Regular Meeting, as submitted. Mr. Parkin seconded the motion and the motion carried.

**Public Communication:**

**Oral:** John Johnson Chairman, Kent Planning and Zoning Commission and volunteer resident of Kent, prepared a statement regarding the "disturbing issue that arose at the BOS meeting on December 5, 2017" (attached). Debbie Devaux stated that what she did was correct and lawful. The Board of Selectmen agrees that it was not the correct forum because there is no correlation between being a volunteer and being delinquent on taxes. Mr. Parkin stated that the Board of Selectmen need to continue to develop a process to vet volunteers.

**Written:** Mr. Adams stated that there was three written correspondences (attached):

- o December 28, 2017 Staff Report from Donna Hayes
- o December 28, 2017 Senior Activities from Lesly Ferris
- o December 14, 2017 memo from Donna Hayes to Bruce regarding a permit to sell pistols and revolvers at retail application. Mr. Adams stated that he has no logical or valid reason not to sign the application.

**Report of First Selectman:**

Mr. Adams stated that he had no report for the month of December.

**Report of Selectmen:**

Mr. Garrity had nothing to report.

Mr. Parkin had nothing to report.

**Report of Treasurer:**

Mrs. Herbst did not attend the meeting and did not provide a report.

**Tax Refunds:**

Debbie Devaux reported that there has been a change in the federal tax law. The Tax Collector's office can only collect taxes for the 2017 taxes on the January billing. The Tax Collector's office cannot collect taxes for the 2018 taxes.

Mr. Garrity noted that the tax collector read the names and refund amounts aloud.

Mr. Garrity made a motion to approve the following six tax refunds:

Lewis, Bentley R	\$17.09
Warrick, Judith B	\$18.78
Zidack, Jeffrey S	\$ 9.85
Toyota Lease Trust	\$84.69
Toyota Lease Trust	\$59.62
Brownell, James G	\$840.76

Mr. Parkin seconded the motion and the motion carried.

**Employee(s) report(s) on Seminar/workshops:**

Donna Hayes reported that she attended two workshops: Connecticut Association of Inland/Wetland Commission and Caseo. She stated that both workshops were informational.

**Streetscape:**

Mr. Garrity asked if the Board of Selectmen has set goals based on the Plan of Conservation written in 2012; visa vie streetscape, economic development. Mr. Adams confirmed that the Board of Selectmen has not. Mr. Garrity volunteered to create a draft economic development plan for discussion purposes.

Mike Everett, chairman of the Streetscape Committee, stated that the sidewalks and curbing need to be improved, as they are irregular and inconsistent. He stated they do not need to be fancy, but they do need to be safe. The Streetscape Committee has been working off a conceptual plan created by Malone and McBroom in 2013. The Board of Selectmen requested that the Streetscape Committee bring two or three concepts to the BOS for discussion and review. The plan should provide costs and length of proposed work.

Mr. Adams stated that he has the \$500,000 Kent Village Streetscape grant in hand and he is looking for a motion to allow him to sign and return the grant back to the state. Mr. Garrity mad a motion to authorize First Selectman Bruce Adams to sign the Kent Village Streetscape Grant, MS-17-068-01, in the amount of \$500,000. Mr. Parkin seconded the motion and the motion carried.

**Five-Year Capital Plan:**

Mr. Adams stated that there has been no changes to the Five-Year Capital Plan discussed at the December 5, 2017 BOS meeting with the movement of the 2021/2022/2023 KCS request to 2024/2025/2026. Mr. Adams made a motion to accept the revised Five-Year Capital Plan. Mr. Parkin seconded the motion and the motion carried.

**2018 Budget Schedule:**

Mr. Adams stated that the Board of Selectmen received a proposed Budget Schedule FY 2018-2019 and should be looking at specific dates in each week. He added that he would revise the "budget cover letter" prior to the packets being distributed. Mr. Garrity suggested that Mr. Adams get a "sense" from the Board of Finance before distributing the packets.

**Job Descriptions:**

Mr. Adams stated that the following four job descriptions have been returned signed with no changes:

Animal Control Officer

Zoning Board of Appeals Clerk

Land Use Administrator

Land Use Clerk

**Town Meeting agenda:**

Mr. Parkin made a motion to approve the January 18, 2018 Annual Town Meeting agenda, as submitted. Mr. Garrity seconded the motion and the motion carried.

**Emergency Shelter:**

Mr. Adams stated that his request to utilize the proposed grant for a generator be used at Town Hall instead of at the Community House, was denied. The Board of Selectmen discussed the feasibility of utilizing the grant to install a generator at the Community House that is too small to operate all the utilities or forgoing the grant. Mr. Garrity made a motion to forgo the proposed grant for a generator at the Community House. Mr. Adams seconded the motion and the motion carried.

**Electric Car Charging Station:**

Mr. Garrity asked if the electric car charging station is going to be moved, as discussed at the December 5, 2017 BOS meeting, or if it is going to be gotten rid of. Mr. Parkin stated that the Board of Selectmen still has one year to decide. Mr. Adams stated that he would be in favor of leaving it at Town Hall, and he added that one side is out of order. Mr. Parkin stated that he feels that it is the Board of Selectmen's opinion that it would be abandoned at the end of the one year.

**Health Insurance:**

Mr. Adams stated he had nothing new to report.

Mr. Adams made a motion to adjourn the meeting at 6:04 p.m. Mr. Parkin seconded the motion and the motion carried.

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 of these minutes.*

## **AGENDA**

**BOARD OF SELECTMEN  
REGULAR MEETING**

**January 2, 2018  
4:30 P.M. TOWN HALL**

### **Regular Meeting**

- 1. Call to order**
- 2. Approval of Minutes**
  - a December 5, 2017****Regular Meeting**
- 3. Public Communication**
  - a Oral**
  - b Written**
- 4. Report of First Selectman**
- 5. Report of Selectmen**
- 6. Report of Treasurer**
- 7. Tax Refunds**
- 8. Employee(s) report(s) on Seminar/workshops**
- 9. New Business**
  - a. Streetscape**
  - b. Five-Year Capital Plan**
  - c. 2018 Budget schedule**
  - d. Job descriptions**
  - e. Town Meeting agenda**
- 10. Old Business**
  - a. Emergency Shelter**
  - b. Electric Car Charging Station**
  - c. Health Insurance**
- 11. Adjourn**

**"An equal opportunity employer and service provider."**

**January 3, 2018**

**To the Board of Selectmen, Town of Kent**

**I wish to address a disturbing issue that arose at the BOS meeting on December 5, 2017.**

**It has often been said that volunteers are the backbone of a community. But I recently saw a much better description of the value and contributions of volunteers. It said:**

**We citizens vote at various times for the type of government we want. Volunteers vote every day through their actions for the type of community they want.**

**At last month's BOS meeting, the office of Tax Collector for the Town of Kent made what I can only see as a personal, public attack on a volunteer, and that person was called out by name in a public meeting, for issues totally unrelated to his volunteer work.**

**The office of the Tax Collector made an attack on one person, but I see it as a more general threat to all volunteers, that they may be singled out for personal problems if they dare to join in the work there is to be done in our town.**

**This kind of personal attack may not violate any specific laws or policies, but it seems to me to truly be a violation of personal and professional ethics and morals.**

**I am here because of an attack on a volunteer member of Kent PZC. But I am concerned in general about the difficulty of getting volunteers for all sorts of governmental, civic, and non-profit groups in Kent, and in towns all across America. Every group that I know of struggles to recruit enough volunteer help, especially young people. When we ask people to volunteer, to help our community, they should know that their time will be appreciated and that no one, especially an elected official, will attack them on issues totally unrelated to their volunteer work.**

**A person's bank account or financial status is no measure of their value to our community as a volunteer. It was an insult to this volunteer, his family, and the organizations that he volunteers in to attack him this way. I know the time and value he brings to P&Z, and I have some idea how much time he gives to other organizations in Kent.**

**If the Tax Collector's office truly felt there was an issue, there were many other avenues available to make that case. I cannot think of one reason why this public forum was chosen, other than to execute a personal vendetta and attempt to shame a resident volunteer.**

In contrast, the office of the Tax Assessor for the Town of Kent took a different, appropriate approach after last month's meeting. It is my understanding that they reached out to this volunteer to review his tax situation and his objections to some of his assessments, and are working toward a fair resolution. That is the way respectful and honorable officials deal with problems, and they are to be commended for it.

I appreciate the supportive comments made by members of the BOS at last month's meeting, but this volunteer did not deserve the public attack that he received at that time. I ask you to take a stand on this matter. I ask the Board to censor the office of Tax Collector for abuse of information, office, and power. And I ask you to craft a motion of support for volunteers in the Town of Kent, and make it clear that last month's attack was unacceptable and should not happen again.

Thank you,

A handwritten signature in black ink, appearing to read "John Johnson", with a long horizontal flourish extending to the right.

John Johnson  
Chairman, Kent Planning and Zoning Commission  
And volunteer resident of Kent





## TOWN OF KENT LAND USE OFFICE

### STAFF REPORT

DATE: December 28, 2017  
FROM: Donna Hayes, CZEO

#### Building Department:

- Permits Issued: 9 (December)
- Total Construction value: \$126,768 (December)

#### Planning & Zoning:

- Permits Issued: 4 (December)
- Certificates of Compliance Issued: 1 (December)
- Applications before the Commission: (December)
  - Filling operation on Upper Kent Hollow Road (ongoing)
  - Addition of porch to Boys' Arts & Crafts Building, Kenmont/Kenwood
- Discussions before the Commission:
  - High Watch has asked for a ruling on the prospective use of 47 Carter Road. Questions has been submitted to Attorney Zizka for clarification.
- Other: Kent Affordable Housing's zoning permit was issued for the construction of 3 townhouses on Maple Street Extension. Permits were issued in order for them to start the funding process.

#### Inland Wetlands:

- Approved: December
  - Remediation for Inland Wetlands Violation #02-17
- Pending: December
  - Notice of Violation #01-17 for the weekly, illegal removal of a beaver dam.
  - Gym addition to Morton Building – Kenico Road
- Other: The Inland Wetland Regulations are being updated as a result of changes to the State Statutes. The public hearing will be scheduled for the February, 2018 meeting.

#### Zoning Board of Appeals:

- Approved: December
  - None

**Architectural Review Board:**

- Approved: December
  - Split rail fencing at 43 North Main Street
- Other: The Board has decided to review the existing Village District Regulation and will be suggesting some changes.

**UPDATE ON CONTINUING PROJECTS:**

- Rewrite of the Regulations:
  - A tentative public hearing date has been set for the March, 2018 meeting. At this meeting, the public will be able to comment and the Commission can approve the new regulations.

**VIOLATIONS:**

- Legal Issues:
  - A Motion to Dismiss was filed by Birch Hill Recovery Center's attorney on December 27, 2017. A Status Conference is scheduled for March 21, 2018 at 9:00 a.m.
  - The Certificate of Need filed by Birch Hill Recovery is currently under review by the OHCA (Office of Health Care Access) of the Department of Public Health. All questions that were previously asked have been answered by Birch Hill Recovery.
- Notice of Violations:
  - With regard to the land filling operation on Upper Kent Hollow Road, a work schedule was created that is acceptable to the property owner and the neighbors. I continue to receive calls from the contractor with regard to the number of trucks moving in and out of the property and have been communicating the information to the neighbor.
  - With regard to the Inland Wetlands Violation #01: The Commission has determined that the work that was done would require a permit. An application for the permit for the continued maintenance of the beaver dam was sent to the property owner for completion.
  - With regard to the Inland Wetlands Violation #02: A remediation plan was submitted to the Inland Wetlands Commission and was approved. The Violation was lifted.
  - The cars have all be removed from 8 South Road.
  - A Cease and Desist Order has been issued to the owners of 209 Kent Road for the operation of a commercial business (auctions). Hopefully, the owners will be able to evict the tenant and the illegal business will cease. If not, an injunction will have to be filed.

**OTHER:**

- I'm working on a Certificate of Compliance for 9 Maple Street. It will not be issued until the weather clears as I still need to count parking spaces.
- A Certificate of Compliance for 3 Maple Street was issued and the restaurant is now open for business. The directional arrows will be an issue in the spring when the parking lots are redone. We are working on an alternative.
- I have proposed that the 5<sup>th</sup> Thursday Meetings held by the NHCOC be considered eligible for CEU credits. These CEU credits are now necessary in order for me to maintain my CZEO status. Ms. Ayer is working with the CAZEO organization for a determination.



# Kent Park and Recreation

Lesly Ferris, Director

P.O. Box 678

41 Kent Green Boulevard

Kent, CT 06757-0678

Telephone 860-927-1003

Fax 860-927-1313

[parkandrec@townofkentct.org](mailto:parkandrec@townofkentct.org)

[www.kentctparkandrecreation.com](http://www.kentctparkandrecreation.com)

To: Board of Selectmen

From: Lesly Ferris



Date: December 28, 2017

Re: Senior Activities

The following special events took place at the Kent Senior Center during December 2017:

- 1, 8: Friday Senior Lunch, including holiday lunch and grab bag on the 8<sup>th</sup>
- 6: New Milford VNA Blood Pressure Clinic
- 7, 14, 21, 28: Senior Art Group
- 11: Adult Coloring Program
- 13: Senior holiday luncheon

Thank you.

Department of Emergency Services and Public Protection  
Division of State Police

## PERMIT TO SELL PISTOLS AND REVOLVERS AT RETAIL

Pe

12/14/17

④ Bruce needs to have  
store owner fill out

④ Fee is \$200 which the  
Town keeps

④ Town keeps copy of  
application.

To sell pistols and re  
provisions of Section

④ Store owner needs to  
fax completed packet  
to:

This permit is effecti  
revoked.

Dated at

Manly @

860-685-8496

④ Top Permit must be  
posted in store.

This permit  
weapo

C.G.S. 29-31

Department of Emergency Services and Public Protection  
Division of State Police

**PERMIT TO SELL  
PISTOLS AND REVOLVERS  
AT RETAIL**

**Permission is hereby granted to**

\_\_\_\_\_  
(Name of person, firm or corporation)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City or Town)

**To sell pistols and revolvers at retail at the above address in accordance with the provisions of Section 29-28 of the Connecticut General Statutes.**

**This permit is effective for five (5) years from the date hereof unless sooner revoked.**

**Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

**This permit is to be posted in the room where the  
weapons offered are exposed for sale.**

**C.G.S. 29-31**

Dec. 14, 2017 9:41AM

No. 9376 P. 2

Department of Emergency Services and Public Protection  
Division of State Police

Applicant's instructions:  
1. Print or type all information.  
2. A separate application and permit are required for each location where pistols or revolvers are to be sold or offered or exposed for sale (C.G.S. Sec. 29-28)

## APPLICATION FOR PERMIT TO SELL PISTOLS OR REVOLVERS AT RETAIL

TO: Police Chief or First Selectman in Municipality where pistols or revolvers are to be sold

NAME OF APPLICANT: (First, Middle, Last)

RESIDENCE ADDRESS OF APPLICANT: (No, Street, City, State, Zip)

MAILING ADDRESS: (If different from above)

DATE OF BIRTH:	PLACE OF BIRTH:	SEX: <input type="checkbox"/> M <input type="checkbox"/> F	U.S. CITIZEN? <input type="checkbox"/> YES <input type="checkbox"/> NO	SOCIAL SECURITY NUMBER: (Optional)
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DO YOU HAVE A CONNECTICUT STATE PERMIT TO CARRY PISTOLS AND REVOLVERS? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, LIST THE PERMIT NUMBER AND EXPIRATION DATE:
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A) HAVE YOU EVER BEEN REFUSED A PERMIT TO CARRY PISTOLS AND REVOLVERS? <input type="checkbox"/> YES <input type="checkbox"/> NO	B) HAVE YOU EVER HAD A PISTOL PERMIT SUSPENDED OR REVOKED? <input type="checkbox"/> YES <input type="checkbox"/> NO
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IF YOU ANSWERED YES TO A AND/OR B, LIST BY WHOM, WHEN, WHERE AND WHY:

HAVE YOU EVER BEEN CONVICTED IN ANY COURT OF A FELONY CRIME PUNISHABLE BY IMPRISONMENT FOR A TERM EXCEEDING 1 YEAR? (NOTE: THE ACTUAL SENTENCE GIVEN BY THE JUDGE DOES NOT MATTER. A YES ANSWER IS NECESSARY IF THE JUDGE COULD HAVE GIVEN A SENTENCE OF MORE THAN 1 YEAR.) ☐ YES ☐ NO  
IF YES, EXPLAIN: (FOR ANY CONVICTIONS, INCLUDE CHARGE, LOCATION (CITY & STATE), DATE AND DISPOSITION.)

HAVE YOU EVER BEEN CONVICTED FOR ANY MISDEMEANOR THAT INVOLVED VIOLENCE OR THREAT OF VIOLENCE? ☐ YES ☐ NO  
IF YES, EXPLAIN:

ARE YOU CURRENTLY ON PROBATION, PAROLE, A WORK-RELEASE PROGRAM, OR RELEASED ON PERSONAL RECOGNIZANCE OR BOND PENDING COURT ACTION? ☐ YES ☐ NO  
IF YES, EXPLAIN:

STATE THE TRADE OR BUSINESS NAME UNDER WHICH PISTOLS OR REVOLVERS ARE TO BE SOLD OR OFFERED OR EXPOSED FOR SALE.

STATE THE BUSINESS LOCATION WHERE PISTOLS OR REVOLVERS ARE TO BE SOLD OR OFFERED OR EXPOSED FOR SALE (BE SURE TO GIVE THE COMPLETE ADDRESS -- No., Street, City, State, Zip Code -- OF THE LOCATION)

PROOF OF ZONING APPROVAL:

Date

Signature of local Zoning Enforcement Officer indicates compliance

Please complete questionnaire on reverse side

DO YOU HAVE FEDERAL FIREARMS LICENSE(S) FOR THIS BUSINESS LOCATION? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, LIST TYPE OF LICENSE AND ITS NUMBER:
DO YOU HAVE A FEDERAL FIREARMS LICENSE FOR ANY OTHER LOCATION(S)? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, LIST EACH BY NUMBER, TYPE, AND LOCATION COVERED BY THE LICENSE:
HAVE YOU EVER BEEN DENIED A FEDERAL FIREARMS LICENSE? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, EXPLAIN:
HAVE YOU EVER BEEN DENIED A PERMIT OR LICENSE ANYWHERE TO SELL PISTOLS AND REVOLVERS? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, GIVE 1) THE DATE OF THE DENIAL:
2) THE NAME AND TITLE OF THE OFFICIAL INVOLVED:	
3) THE PLACE (City or Town and State):	4) WHETHER THE DENIAL WAS FOR: <input type="checkbox"/> AN ORIGINAL PERMIT <input type="checkbox"/> A RENEWAL PERMIT
5) AND THE BUSINESS LOCATION INVOLVED IN THE DENIAL:	

YOUR FINGERPRINTS AND/OR PHOTOGRAPH MAY BE REQUIRED FOR PURPOSES OF IDENTIFICATION AND BACKGROUND INVESTIGATION.

Sec. 29-31. Display of permit to sell. Record of sales. No sale of any pistol or revolver shall be made except in the room, store or place described in the permit for the sale of pistols and revolvers, and such permit or a copy thereof certified by the authority issuing the same shall be exposed to view within the room, store or place where pistols or revolvers are sold or offered or exposed for sale, and no sale or delivery of any pistol or revolver shall be made unless the purchaser or person to whom the same is to be delivered is personally known to the vendor of such pistol or revolver or the person making delivery thereof or unless the person making such purchase or to whom delivery thereof is to be made provides evidence of his identity. The vendor of any pistol or revolver shall keep a record of each pistol or revolver sold in a book kept for that purpose, which record shall be in such form as is prescribed by the commissioner of public safety and shall include the date of the sale, the caliber, make, model and manufacturer's number of such pistol or revolver and the name, address and occupation of the purchaser thereof, and shall be signed by the purchaser and by the person making the sale, each in the presence of the other, and shall be preserved by the vendor of such pistol or revolver for at least six years.

Sec. 53a-157b. False statement in the second degree: Class A misdemeanor. (a) A person is guilty of false statement in the second degree when he intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the effect that false statements made therein are punishable, which he does not believe to be true and which statement is intended to mislead a public servant in the performance of his official function.

(b) False statement in the second degree is a class A misdemeanor.

I declare, under penalty of False Statement (C.G.S. Section 53a-157b), that the answers to the above are true and correct.

Date: \_\_\_\_\_ Applicant's signature: \_\_\_\_\_

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public: \_\_\_\_\_

Application Status:

☐ Approved  
☐ Denied:

Signature and title of Issuing Authority

Date

If denied, reason for denial:



**Sec. 29-28. Permit for sale at retail of pistol or revolver. Permit to carry pistol or revolver. Confidentiality of name and address of permit holder. Permits for out-of-state residents. (a)** No person who sells ten or more pistols or revolvers in a calendar year or is a federally licensed firearm dealer shall advertise, sell, deliver, or offer or expose for sale or delivery, or have in such person's possession with intent to sell or deliver, any pistol or revolver at retail without having a permit therefor issued as provided in this subsection. The chief of police or, where there is no chief of police, the warden of the borough or the ~~first selectman of the town,~~ as the case may be, ~~may, upon the application of any person, issue a permit in such form as may be prescribed by the Commissioner of Emergency Services and Public Protection for the sale at retail of pistols and revolvers within the jurisdiction of the authority issuing such permit.~~ No permit for the sale at retail of any pistol or revolver shall be issued unless the applicant holds a valid eligibility certificate for a pistol or revolver issued pursuant to section 29-36f or a valid state permit to carry a pistol or revolver issued pursuant to subsection (b) of this section and the applicant submits documentation sufficient to establish that local zoning requirements have been met for the location where the sale is to take place, except that any person selling or exchanging a pistol or revolver for the enhancement of a personal collection or for a hobby or who sells all or part of such person's personal collection of pistols or revolvers shall not be required to submit such documentation for the location where the sale or exchange is to take place.

**(b)** Upon the application of any person having a bona fide permanent residence within the jurisdiction of any such authority, such chief of police, warden or selectman may issue a temporary state permit to such person to carry a pistol or revolver within the state, provided such authority shall find that such applicant intends to make no use of any pistol or revolver which such applicant may be permitted to carry under such permit other than a lawful use and that such person is a suitable person to receive such permit. No state or temporary state permit to carry a pistol or revolver shall be issued under this subsection if the applicant (1) has failed to successfully complete a course approved by the Commissioner of Emergency Services and Public Protection in the safety and use of pistols and revolvers including, but not limited to, a safety or training course in the use of pistols and revolvers available to the public offered by a law enforcement agency, a private or public educational institution or a firearms training school, utilizing instructors certified by the National Rifle Association or the Department of Energy and Environmental Protection and a safety or training course in the use of pistols or revolvers conducted by an instructor certified by the state or the National Rifle Association, (2) has been convicted of (A) a felony, or (B) on or after October 1, 1994, a violation of section 21a-279 or section 53a-58, 53a-61, 53a-61a, 53a-62, 53a-63, 53a-96, 53a-175, 53a-176, 53a-178 or 53a-181d, (3) has been convicted as delinquent for the commission of a serious juvenile offense, as defined in section 46b-120, (4) has been discharged from custody within the preceding twenty years after having been found not guilty of a crime by reason of mental disease or defect pursuant to section 53a-13, (5) (A) has been confined in a hospital for persons with psychiatric disabilities, as defined in section 17a-495, within the preceding sixty months by order of a probate court, or (B) has been voluntarily admitted on or after October 1, 2013, to a hospital for persons with psychiatric disabilities, as defined in section 17a-495, within the preceding six months for care and treatment of a psychiatric disability and not solely for being an alcohol-dependent person or a drug-dependent person as those terms are defined in section 17a-680, (6) is subject to a restraining or protective order issued by a court in a case involving the use, attempted use or threatened use of physical force against another person, including an ex parte order issued pursuant to section 46b-15 or 46b-16a, (7) is subject to a firearms seizure order issued pursuant to subsection (d) of section 29-38c after notice and hearing, (8) is prohibited from shipping, transporting, possessing or receiving a firearm pursuant to 18 USC 922(g)(4), (9) is an alien illegally or unlawfully in the United States, or (10) is less than twenty-one years of age. Nothing in this section shall require any person who holds a valid permit to carry a pistol or revolver on October 1, 1994, to participate in any additional training in the safety and use of pistols and revolvers. No person may apply for a temporary state permit to carry a pistol or revolver more than once within any twelve-month period, and no temporary state permit to carry a pistol or revolver shall be issued to any person who has applied for such permit more than once within the preceding twelve months. Any person who applies for a temporary state permit to carry a pistol or revolver shall indicate in writing on the application, under penalty of false statement in such manner as the issuing authority prescribes, that such person has not

applied for a temporary state permit to carry a pistol or revolver within the past twelve months. Upon issuance of a temporary state permit to carry a pistol or revolver to the applicant, the local authority shall forward the original application to the commissioner. Not later than sixty days after receiving a temporary state permit, an applicant shall appear at a location designated by the commissioner to receive the state permit. The commissioner may then issue, to any holder of any temporary state permit, a state permit to carry a pistol or revolver within the state. Upon issuance of the state permit, the commissioner shall make available to the permit holder a copy of the law regarding the permit holder's responsibility to report the loss or theft of a firearm and the penalties associated with the failure to comply with such law. Upon issuance of the state permit, the commissioner shall forward a record of such permit to the local authority issuing the temporary state permit. The commissioner shall retain records of all applications, whether approved or denied. The copy of the state permit delivered to the permittee shall be laminated and shall contain a full-face photograph of such permittee. A person holding a state permit issued pursuant to this subsection shall notify the issuing authority within two business days of any change of such person's address. The notification shall include the old address and the new address of such person.

(c) No issuing authority may require any sworn member of the Department of Emergency Services and Public Protection or an organized local police department to furnish such sworn member's residence address in a permit application. The issuing authority shall allow each such sworn member who has a permit to carry a pistol or revolver issued by such authority to revise such member's application to include a business or post office address in lieu of the residence address. The issuing authority shall notify each such member of the right to revise such application.

(d) Notwithstanding the provisions of sections 1-210 and 1-211, the name and address of a person issued a permit to sell at retail pistols and revolvers pursuant to subsection (a) of this section or a state or a temporary state permit to carry a pistol or revolver pursuant to subsection (b) of this section, or a local permit to carry pistols and revolvers issued by local authorities prior to October 1, 2001, shall be confidential and shall not be disclosed, except (1) such information may be disclosed to law enforcement officials acting in the performance of their duties, including, but not limited to, employees of the United States Probation Office acting in the performance of their duties and parole officers within the Department of Correction acting in the performance of their duties, (2) the issuing authority may disclose such information to the extent necessary to comply with a request made pursuant to section 29-33, 29-37a or 29-38m for verification that such state or temporary state permit is still valid and has not been suspended or revoked, and the local authority may disclose such information to the extent necessary to comply with a request made pursuant to section 29-33, 29-37a or 29-38m for verification that a local permit is still valid and has not been suspended or revoked, and (3) such information may be disclosed to the Commissioner of Mental Health and Addiction Services to carry out the provisions of subsection (c) of section 17a-500.

(e) The issuance of any permit to carry a pistol or revolver does not thereby authorize the possession or carrying of a pistol or revolver in any premises where the possession or carrying of a pistol or revolver is otherwise prohibited by law or is prohibited by the person who owns or exercises control over such premises.

(f) Any bona fide resident of the United States having no bona fide permanent residence within the jurisdiction of any local authority in the state, but who has a permit or license to carry a pistol or revolver issued by the authority of another state or subdivision of the United States, may apply directly to the Commissioner of Emergency Services and Public Protection for a permit to carry a pistol or revolver in this state. All provisions of subsections (b), (c), (d) and (e) of this section shall apply to applications for a permit received by the commissioner under this subsection.

(1949 Rev., S. 4158, 4159; 1959, P.A. 615, S. 19; P.A. 77-614, S. 486, 610; P.A. 90-155, S. 1; P.A. 92-130, S. 4, 10; P.A. 93-172, S. 1; July Sp. Sess. P.A. 94-1, S. 4; P.A. 98-129, S. 6; P.A. 99-212, S. 19; P.A. 01-130, S. 4; P.A. 05-283, S. 4; P.A. 07-163, S. 2; P.A.

# Dealer Regulations in Connecticut

Last updated November 15, 2017.

In Connecticut, any person who sells ten or more handguns in a calendar year or is a federally licensed firearms dealer must have a state handgun sales permit to advertise, sell, deliver, or offer for sale or delivery, or possess with intent to sell or deliver, any handgun. ~~The chief of police, warden of a borough, or first selectman of a town may issue a permit to sell only if the applicant holds a valid state eligibility certificate for a handgun or a valid permit to carry a handgun and submits documentation sufficient to establish that local zoning requirements have been met for the location of the sale.~~

Business organizations that sell firearms at retail must have a burglar alarm installed on their premises where 10 or more firearms are stored or kept for sale.<sup>3</sup> The alarms must be connected directly to the local police department or a monitoring organization and must activate upon unauthorized entry or the interruption of the security system.<sup>4</sup>

Any person, firm or corporation that engages in the retail sale of goods, where the principal part of such business is not firearms, may not employ a person to sell firearms in a retail store unless the person:

- Is at least age 18;
- Has submitted to state and national criminal history records checks which indicate he or she has not been convicted of a felony or a violation that would render her or him ineligible for a handgun certificate; and
- Has successfully completed a course or test approved by the Commissioner of Emergency Services and Public Protection in firearms safety and statutory procedures relating to the sale of firearms.<sup>5</sup>

A person may not sell a handgun anywhere except the room, store, or other place described in the permit for sale of handguns, and the person must display the permit for sale "exposed to view" in the location identified in the permit.<sup>6</sup>

Retail sellers of pistols and revolvers must keep a record of each pistol or revolver sold in a book kept for that purpose.<sup>7</sup> The seller must make such record available for inspection upon the request of a local law enforcement agent, a member of the Division of State Police within the Department of Emergency Services and Public Protection, or any investigator assigned to the state-wide firearms trafficking task force.<sup>8</sup>

Retail sellers of handguns must, at the time of transfer of a handgun, provide a written warning to the purchaser, in block letters at least one inch in height, stating: "UNLAWFUL STORAGE OF A LOADED FIREARM MAY RESULT IN IMPRISONMENT OR FINE."<sup>9</sup>

For laws:

- Applicable to both licensed and private firearm sellers, please see the **Private Sales in Connecticut** section;
- Requiring firearms dealers to conduct background checks on purchasers, see the **Background Checks in Connecticut** section; and
- Requiring firearms dealers to maintain and report records of firearm sales, see the **Retention of Firearm Sales/Background Checks Records in Connecticut** section.

*See our Dealer Regulations policy summary for a comprehensive discussion of this issue.*

## NOTES >

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### SIGN UP FOR UPDATES

Name

Email

Zip

**SIGN UP**

### POLICY AREAS

### STATES

### TAKE ACTION



29-28 Section text  
1 of 1 document(s) retrieved

Sec. 29-28. Permit for sale at retail of pistol or revolver. Permit to carry pistol or revolver. Confidentiality of name and address of permit holder. Permits for out-of-state residents. (a) No person who sells ten or more pistols or revolvers in a calendar year or is a federally licensed firearm dealer shall advertise, sell, deliver, or offer or expose for sale or delivery, or have in such person's possession with intent to sell or deliver, any pistol or revolver at retail without having a permit therefor issued as provided in this subsection. The chief of police or, where there is no chief of police, the warden of the borough or the first selectman of the town, as the case may be, may, upon the application of any person, issue a permit in such form as may be prescribed by the Commissioner of Emergency Services and Public Protection for the sale at retail of pistols and revolvers within the jurisdiction of the authority issuing such permit. No permit for the sale at retail of any pistol or revolver shall be issued unless the applicant holds a valid eligibility certificate for a pistol or revolver issued pursuant to section 29-36f or a valid state permit to carry a pistol or revolver issued pursuant to subsection (b) of this section and the applicant submits documentation sufficient to establish that local zoning requirements have been met for the location where the sale is to take place, except that any person selling or exchanging a pistol or revolver for the enhancement of a personal collection or for a hobby or who sells all or part of such person's personal collection of pistols or revolvers shall not be required to submit such documentation for the location where the sale or exchange is to take place.

(b) Upon the application of any person having a bona fide permanent residence within the jurisdiction of any such authority, such chief of police, warden or selectman may issue a temporary state permit to such person to carry a pistol or revolver within the state, provided such authority shall find that such applicant intends to make no use of any pistol or revolver which such applicant may be permitted to carry under such permit other than a lawful use and that such person is a suitable person to receive such permit. No state or temporary state permit to carry a pistol or revolver shall be issued under this subsection if the applicant (1) has failed to successfully complete a course approved by the Commissioner of Emergency Services and Public Protection in the safety and use of pistols and revolvers including, but not limited to, a safety or training course in the use of pistols and revolvers available to the public offered by a law enforcement agency, a private or public educational institution or a firearms training school, utilizing instructors certified by the National Rifle Association or the Department of Energy and Environmental Protection and a safety or training course in the use of pistols or revolvers conducted by an instructor certified by the state or the National Rifle Association, (2) has been convicted of (A) a felony, or (B) on or after October 1, 1994, a violation of section 21a-279 or section 53a-58, 53a-61, 53a-61a, 53a-62, 53a-63, 53a-96, 53a-175, 53a-176, 53a-178 or 53a-181d, (3) has been convicted as delinquent for the commission of a serious juvenile offense, as defined in section 46b-120, (4) has been discharged from custody within the preceding twenty years after having been found not guilty of a crime by reason of mental disease or defect pursuant to section 53a-13, (5) (A) has been confined in a hospital for persons with psychiatric disabilities, as defined in section 17a-495, within the preceding sixty months by order of a probate court, or (B) has been voluntarily admitted on or after October 1, 2013, to a hospital for persons with psychiatric disabilities, as defined in section 17a-495,





Dannel P. Malloy  
Governor

# STATE OF CONNECTICUT DEPARTMENT OF HOUSING



Evonne M. Klein  
Commissioner

## NOTICE OF GRANT AWARD

The State of Connecticut, acting herein by the Department of Housing, hereby makes the following grant award in accordance with Connecticut General Statutes ("CGS") § 4-66h, as amended by section 2 of Public Act 13-234, the grant solicitation, and the attached grant application, if applicable.

Grantee Town of Kent  
Address PO Box 678  
41 Kent Green Blvd  
City/State/Zip Kent, CT 06757  
  
Town Code 068  
State Agency Code DOH46930  
Federal Employer ID No. 06-6002020

DOH Grant No. MS-17-068-01  
Project Title Kent Village Streetscape  
Date Of Award October 13, 2016  
Period Of Award From: October 13, 2016 To: December 31, 2019  
Amount Of Award State: \$ 500,000 Grantee Match: \$ 100,000 Other: Specify \$ n/a  
Total Budget \$ 600,000

**My signature below, for and on behalf of the above named grantee, indicates acceptance of the above referenced award and further certifies that:**

1. I have the authority to execute this agreement on behalf of the grantee; and
2. The grantee will comply with all attached Grant Conditions and Special Conditions, if any.

BY: \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Typed Name and Title of Authorized Official

\_\_\_\_\_  
Date

FOR THE STATE OF CONNECTICUT  
DEPARTMENT OF HOUSING

BY: Evonne M. Klein  
Signature of Authorized Official

Evonne M. Klein, Commissioner  
Typed Name and Title of Authorized Official

12/15/17  
Date

### For DOH Business Office Use Only

AMOUNT	DEPT	PROG	FUND	SID	ACCOUNT	PROJECT	CHART 1/2	BR
\$500,000	DOH46930	51005	12052	43524	n/a	DOH000001025000	n/a	n/a

**STATE OF CONNECTICUT  
DEPARTMENT OF HOUSING  
505 HUDSON STREET, 2<sup>ND</sup> FLOOR  
HARTFORD, CT 06106**

**MAIN STREET INVESTMENT FUND PROGRAM**

**GENERAL GRANT CONDITIONS**

**SECTION 1: Use of Grant Funds.**

The Grantee agrees to expend the grant funds (the "Grant" or "Grant award") awarded pursuant to this agreement (the "Agreement") for allowable purposes only and to comply with all of the terms and conditions of the Grant award and any related documents that set forth its obligations as Grantee. Grant funds shall not, without the advance written approval of the State of Connecticut (the "State"), acting herein by its Department of Housing ("DOH"), be obligated prior to the start date or subsequent to the end date of the Grant period.

**SECTION 2: Fiscal Control.**

The Grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of Grant funds. The Grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to insure that expenditures charged to grant activities are made for allowable purposes only.

**SECTION 3: Retention of Records and Records Accessibility.**

3.1 All services performed by Grantee shall be subject to the inspection and approval of the State at all times, and Grantee shall furnish all information concerning the services. The State or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its subcontractors or subgrantees pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. The State or its representatives will give the Grantee or its subcontractors or subgrantees at least twenty-four (24) hours notice of such intended examination. At the State's request, the Grantee or subcontractors or subgrantees shall provide the State with hard copies or an electronic format of any data or information in the possession or control of the Grantee, subcontractor or subgrantee which pertains to the State's business under this Agreement.

3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years starting from the date of submission of the final expenditure report with the following qualifications and shall make them available for inspection and audit by the State or its representative(s):

- a. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved; and
- b. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.

3.3 Any subcontractor or subgrantee under this Agreement shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by the State or its representative(s).

3.4 The Grantee must incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or subgrantee providing services under this Agreement.

**SECTION 4: Insurance.**

The Grantee agrees that while performing any service specified in this grant, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" DOH and the State from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with the State prior to the award of funding.

**SECTION 5: Conflict of Interest.**

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or subgrant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employee is related to any of the foregoing persons.

**SECTION 6: Reports.**

The Grantee shall submit such reports as DOH shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, disbursement requests, grantee affirmative action packets, and subgrantee packets and budgets. Disbursement requests may be withheld by DOH until complete and timely reports are received and approved.

**SECTION 7: Funding Limitation.**

Funding of this project in no way obligates the State to fund the project in excess of this grant, beyond the period of this grant, or in future years.

**SECTION 8: Revised Budget.**

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the Grantee agrees to submit to DOH a revised budget and budget narrative equal to and in the same distribution as the Grant award not later than thirty (30) days after signing of the grant. Disbursement requests will be withheld until the revision is received and approved.

**SECTION 9: Audits.**

9.1 In accordance with the following conditions, the Grantee agrees to conduct and submit to the State two completed audit packages with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.

9.2 Each Grantee subject to a federal and/or state single audit must have an audit of its accounts performed annually. The audit shall be in accordance with the DECD Audit Guide, located at <http://www.ct.gov/ecd/cwp/view.asp?a=1096&q=249676>, the requirements established by federal law (OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations) and state statute (§ 4-230 through 4-236, as amended, of the Connecticut General Statutes ("CGS")). The Grantee is required to submit a State Single Audit Report to the State. CGS § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State financial assistance from the State for the Grant and it is the only State financial assistance that the Grantee has received during this fiscal period. The State Single Audit Report should be filed with the State no later than six months after the end of the audit period.

9.3 All Grantees not subject to a federal and/or state single audit shall be subject to a project-specific audit of its accounts within ninety (90) days of the completion of the project or at such times as required by the Commissioner. Such audit shall be in accordance with the DECD Audit Guide. An independent public accountant as defined by generally accepted government auditing standards (GAGAS) shall conduct the audits. At the discretion and with the approval of the Commissioner, examiners from the State, including DOH, may conduct project-specific audits.

**SECTION 10: Unexpended Funds and/or Disallowed Costs.**

If project costs are less than the Grant, and/or any project costs have been disallowed, the Grantee shall return the unexpended/disallowed funds to DOH no later than sixty (60) days following closeout of the Grant.

**SECTION 11: Nondiscrimination and Affirmative Action.**

11.1 The Grantee agrees to comply with each provision of CGS §§ 4a-60, 4a-60a, 46a-68e and 46a-68f, and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities ("CHRO" or the "Commission") pursuant to CGS §§ 46a-56, 46a-68e, 46a-68f, and 46a-86 related to affirmative action and nondiscrimination provisions in contracts, compliance, and reporting.

11.2 In accordance with CGS § 4a-60(a)(1) the Grantee agrees and warrants that in the performance of the Grant such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut.

11.3 In accordance with CGS § 4a-60(a)(1) the Grantee 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, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved.

11.4 In accordance with CGS § 4a-60(a)(2) the Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by CHRO.

11.5 In accordance with CGS § 4a-60(a)(1) the Grantee agrees and warrants that in the performance of the Grant such Grantee 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, and that employees are treated when employed without regard to their sexual orientation.

11.6 In accordance with CGS §§ 4a-60(a)(3) and 4a-60a(a)(2) the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by CHRO advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

11.7 In accordance with CGS §§ 4a-60(a)(5) and 4a-60a(a)(4) the Grantee agrees to provide CHRO with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee which relate to the provisions of this section and CGS § 46a-56.

11.8 In accordance with CGS § 4a-60(b) if the Grant is a public works contract, the Grantee agrees and warrants that the Grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by CHRO, of its good faith efforts, pursuant to CGS §§ 4a-60(f) and 4a-60(g), respectively. For the purposes of this document, "Public Works Contract" is defined in accordance with CGS § 46a-68b; and "Minority Business Enterprise" is defined in accordance with § 4a-60(e).

11.9 In accordance with §§ 4a-60(h) and 4a-60a(c) the Grantee shall include the provisions of subsections 11.1 to 11.8 inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of CHRO. The Grantee 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 noncompliance in accordance with CGS § 46a-56; provided, if such Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the Grantee 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.

11.10 For the purposes of this entire Nondiscrimination section, "Grant Award" includes any extension or modification of the Grant Award, "Grantee" includes any successors or assigns of the Grantee, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Grant" does not include a grant where each grantee is (1) a political subdivision of the State of Connecticut, including, but not limited to municipalities, (2) a quasi-public agency, as defined in CGS § 1-120, (3) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in CGS § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

11.11 If the Grant is a public works contract, the Grantee agrees and warrants that the Grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

11.12 The Grantee agrees to comply with each provision of this section and CGS §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by CHRO pursuant to CGS §§ 46a-56, 46a-68e and 46a-68f.

11.13 Determination of the Grantee's good faith efforts shall include but shall not be limited to the following factors: The Grantee's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as CHRO may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this Section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of CGS § 32-9n; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" includes, but is not 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; and "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.

11.14 The Grantee shall include the provisions of subsections 11.1 to 11.13, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the CHRO. The Grantee shall take such action with respect to any such subcontract or purchase order as CHRO may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with CGS § 46a-56; provided, if such Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by CHRO, the Grantee may request the State enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.



## **SECTION 12: Executive Orders.**

12.1 This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion. This Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement.

12.2 This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This Agreement may be canceled, terminated or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this Agreement.

12.3 This Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This Agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

12.4 This Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14 or 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Grantee's request, DOH shall provide a copy of these orders to the Grantee.

## **SECTION 13: Americans with Disabilities Act.**

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990, as amended (the "ADA") during the Grant award period. The Grantee represents that it is familiar with the terms of the ADA and that it is in compliance with the law. Failure of the Grantee to satisfy this standard either now or during the term of the Grant, as it may be amended, will render the Grant voidable at the option of the State upon notice to the Grantee. The Grantee warrants that it will hold DOH and the State harmless from any liability, which may be imposed upon the State as a result of any failure of the Grantee to be in compliance with the ADA.

## **SECTION 14: Independent Contractor.**

The Grantee shall act as an independent contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the Grantee will notify the State of the contractor's identity.

## **SECTION 15: Non-Supplanting.**

The Grantee shall not use State funds conveyed by the Grant to supplant any local funds, if a municipality, or other state funds, of a State agency, which were budgeted for purposes analogous to that of the State Grant funds. The State may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other State funds, as the case may be, is due to circumstances not related to the Grant.

## **SECTION 16: State Contracting Standards Board.**

Pursuant to CGS § 4e-7 the Grantee acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for DOH's consideration and final DOH determination, termination of this grant contract. "For Cause" means: (1) a violation of the State ethics laws (CGS Chapter 10) or CGS § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or state contracting agency.

**SECTION 17: Municipal Public Works Contracts and Quasi-Public Agency Projects Funded in Whole or Part by the State in Excess of \$50,000.**

Municipalities awarding municipal public works contracts and quasi-public agencies entering into contracts for quasi-public agency projects, funded in whole or part with grant funds awarded pursuant to this Agreement, shall adhere to the requirements of CGS §§ 4a-60, 4a-60a, 4a-60g, 46a-56, 46a-68c, 46a-68d, 46a-68g, and 46a-86 relating, but not limited to: nondiscrimination, affirmative action, and the set-aside program for small contractors and minority business enterprises. "Municipal Public Works Contract" is defined in accordance with CGS § 4a-60g(a)(14) and "Quasi-public agency project" is defined in accordance with CGS § 4a-60g(a)(15).

**SECTION 18: Campaign Contribution and Solicitation Prohibitions. INTENTIONALLY OMITTED**

Grantee is a municipality.

**SECTION 19: Forum and Choice of Law.**

The parties deem the Grant to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Grant to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Grantee waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

**SECTION 20: No Waiver.**

Neither failure nor delay on the part of DOH in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the Grantee therefrom shall be effective unless the same shall be in writing, signed on behalf of DOH by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the Grantee in any case shall entitle the Grantee to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of DOH's right, or the right of any other agency of the State, to take other or further action in any circumstances without notice or demand.

**SECTION 21: Severability.**

The invalidity, illegality, or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity, legality, or enforceability of the remaining provisions hereof or thereof.

**SECTION 22: Headings.** The headings of the articles, sections, and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.

**SECTION 23: Summary of State Ethics Laws.**

Pursuant to the requirements of CGS § 1-101qq, the summary of State ethics laws developed by the Office of State Ethics pursuant to CGS § 1-81b is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement.

**SECTION 24: Whistleblower Protection Law.**

If an officer, employee or appointing authority of the Grantee takes or threatens to take any personnel action against any employee of the Grantee in retaliation for such employee's disclosure of information to any employee of DOH, the Auditors of Public Accounts or the Attorney General under the provisions of CGS § 4-61dd(a), the Grantee shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty percent (20%) of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and

recovery of such civil penalty. The Grantee shall post a notice in a conspicuous place which is readily available for viewing by employees informing employees of the provisions of CGS § 4-61dd relating to large State contractors.

**SECTION 25: Disclosure of Records.**

This Agreement may be subject to the provisions of CGS § 1-218. In accordance with this statute, each contract in excess of two million five hundred thousand dollars (\$2,500,000) between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to Connecticut's Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of CGS §§ 1-205 and 1-206.

**SECTION 26: Confidential Information.**

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

26.2 "Confidential Information Security Incident" shall mean, generally, an instance where an unauthorized person or entity is suspected of having accessed Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; (4) if such Confidential Information is maintained in a manner that allows for or causes a substantial risk of identity theft or fraud to an individual, Grantee, contractor, DOH, the Connecticut Department of Administrative Services ("DAS") or the State; or (5) the accessing or disclosure of Confidential Information by any person for unauthorized purposes, regardless of whether the Confidential Information is encrypted.

26.3 Grantee and Grantee Parties have a duty to and shall, at their own expense, protect from a Confidential Information Security Incident any and all Confidential Information that they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

26.4 Grantee and all Grantee Parties shall develop, implement and maintain a comprehensive data-security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in the written policy of the State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

- (i) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
- (ii) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

- (iii) A process for reviewing policies and security measures at least annually;
- (iv) Creating secure access controls to Confidential Information, including but not limited to passwords; and
- (v) Encrypting Confidential Information that is stored on laptops, portable devices, or being transmitted electronically.

26.5 Grantee and Grantee Parties shall notify DAS, DOH and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Grantee or Grantee Parties have come to possess or control has been subject to a Confidential Information Security Incident. If a Confidential Information Security Incident has occurred which, in the sole opinion of DOH after consultation with the Attorney General, constitutes a breach of security as defined in CGS § 36a-701b, or otherwise (collectively, a "Breach"), Grantee shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, DOH and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by Grantee at its own cost and expense to all individuals and entities affected by the Confidential Information Security Incident. Such credit monitoring and protection plans shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to CGS § 36a-701a. Such credit monitoring and protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Grantee's nor any Grantee Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from DAS, DOH or any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Agreement.

26.6 The Grantee shall incorporate the requirements of this Section in all subcontracts requiring each Grantee Party to safeguard Confidential Information in the same manner as provided for in this Section.

26.7 Nothing in this Section shall supersede in any manner Grantee's or Grantee Party's obligations pursuant to HIPAA or the provisions of this Agreement concerning the obligations of Grantee to DOH or DAS.

26.8 As used in this Agreement, "Grantee Parties" means Grantee's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom Grantee is in privity of oral or written contract and Grantee intends for such other person or entity to perform under this Agreement in any capacity.

**SECTION 27: Additional Required Provisions.**

**27.1 Termination, Best Interest of State.**

- (i) Notwithstanding any provisions in this Agreement, the DOH, through a duly authorized employee, may terminate the Agreement whenever the DOH makes a written determination that such termination is in the best interests of the State of Connecticut (the "State"). The DOH shall notify the Grantee in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Grantee must complete its performance under the Agreement prior to such date.
- (ii) Notwithstanding any provisions in this Agreement, the DOH, through a duly authorized employee, may, after making a written determination that the Grantee has breached the Agreement, terminate the Agreement in accordance with the terms of this Agreement.
- (iii) The DOH shall send the notice of termination via certified mail, return receipt requested, to the Grantee at the most current address which the Grantee has furnished to the DOH for purposes of correspondence, or by hand delivery. Upon receiving the notice from the DOH, the Grantee shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the DOH all records. The records are deemed to be the property of the DOH and the Grantee shall deliver them to the DOH no later than thirty (30) days after the termination of the Agreement or fifteen (15) days after the Grantee receives a written request from the DOH for the records. The Grantee shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (iv) Upon receipt of a written notice of termination from the DOH, the Grantee shall cease operations as the DOH directs in the notice, and take all actions that are necessary or appropriate, or that the DOH may reasonably direct, for the protection, and preservation of any goods and any other property, including promptly returning any unspent grant funds to DOH. Except for any work which the DOH directs the Grantee to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Grantee shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (v) Upon termination of the Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the Agreement shall survive such termination to the extent not otherwise limited in the Agreement and without each one of them having to be specifically mentioned in the Agreement.
- (vi) Termination of the Agreement pursuant to this section shall not be deemed to be a breach of contract by the DOH.

**27.2 Indemnification.**

- (i) The Grantee shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Grantee or Grantee Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts or the Agreement. The Grantee shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Grantee's obligations under this section to indemnify, defend and hold harmless against claims, including claims concerning confidentiality of any part of or all of the Grantee's bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Agreement.
- (ii) The Grantee shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the



State.

- (iii) The Grantee shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Grantee or any Grantee Parties. The State shall give the Grantee reasonable notice of any such claims.
- (iv) The Grantee's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Grantee is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.
- (v) The Grantee shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Grantee shall name the State as an additional insured on the policy and shall provide a copy of the policy to the DOH prior to the effective date of the Agreement. The Grantee shall not begin performance until the delivery of the policy to the DOH. The DOH shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the DOH or the State is contributorily negligent.
- (vi) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

**27.3 Sovereign Immunity.**

The parties acknowledge and agree that nothing in the solicitation or the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

**27.4 Effective Date.**

This Agreement shall become effective upon approval by the Office of the Attorney General, if such approval is required. This Agreement shall not bind the State until a fully executed copy has been delivered to the Grantee. If this Agreement is not required to be approved by the Office of the Attorney General, the effective date shall be that date that the last party executed this Agreement.

**SECTION 28: Special Grant Conditions.**

The Grantee agrees to comply with the attached Special Grant Conditions, if any, which have been issued in connection with this specific Grant award, and which are hereby made a part of this award.

**STATE OF CONNECTICUT  
DEPARTMENT OF HOUSING  
505 HUDSON STREET, 2<sup>ND</sup> FLOOR  
HARTFORD, CT 06106**

**MAIN STREET INVESTMENT FUND PROGRAM**

**SPECIAL GRANT CONDITIONS**

*Check applicable box, if required.*

- ☐ 1. The Grantee agrees to complete and submit to DOH a revised project narrative not later than thirty (30) days after signing this Grant award. The Grantee must contact DOH program staff at \_\_\_\_\_ regarding the required revisions.
- ☒ 2. The Grantee must submit to DOH for review and approval a revised budget itemization for any proposed change (1) which will alter a budget category by more than 10% of the budget category or by more than \$500, whichever is greater, or (2) which places resources in a budget category not previously funded. Significant changes in the use of funds within a budget category, while not requiring a formal budget revision, should be reported to DOH by letter.
- ☒ 3. The Grantee must submit to DOH for review and approval a revised budget itemization for any proposed change (1) which will alter a budget category or (2) which moves resources between budget categories or (3) which moves resources to a line-item not previously approved by DOH.
- ☒ 4. The Grantee, including all other recipients of assistance under the grant, whether by contract, subcontract, or subgrant, upon request, agrees to cooperate with research and evaluation efforts of DOH or any party designated by DOH for such purpose. The Grantee further agrees that such cooperation includes but is not limited to: (1) collecting and maintaining project data, including client data, (2) supplying project data to DOH or its designee; and (3) permitting access by DOH or its designee to any and all project information whether stored by manual or electronic means.
- ☒ 5. It will be the sole responsibility of the Grantee, and its staff, to insure that any report, article, computer program, database or other product or publication, whether oral or in writing, resulting from the performance of duties pursuant to this grant application and grant award, protects the privacy of confidential information and complies with confidentiality and privacy rights and obligations created by any federal and state law, court rules, or rules of professional conduct applicable to the work performed by the Grantee.
- ☒ 6. The Grantee agrees to and shall comply with the **scope of work/project plan** for the Grant, which is part of the attached application dated 5/26/2016, as the same may be amended from time to time with the consent of the State.
- ☐ 7. If applicable, the Grantee shall grant to other Connecticut municipalities and/or the State, limited, non exclusive and royalty-free license to use any proprietary Computer Software or related electronic applications and all updates, upgrades and modifications developed pursuant to this Grant, but excluding third-party software. For the purpose of this Grant "Computer Software" means (i) computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and (ii) recorded information comprised of source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.
- ☐ 8. If applicable, during the term of this Grant, including any extension thereof, Grantee and, if applicable, Grantee's subcontractor, shall install, run and maintain all upgrades, enhancements, and new releases of Grantee's proprietary Computer Software and Grantee's subcontractor's Computer Software and provide copies of such to all third parties granted a license to use such Computer Software.



## CONNECTICUT DEPARTMENT OF HOUSING

## Project Financing Plan &amp; Budget

Original (Mark X):	X	Revision#:	
Applicant:	Town of Kent	Fed ID#:	06-6092020
Project:	Kent Village Streetscape	Project #:	MS-17-068-01
Program:	Main Street Investment Fund	Budget Start:	Oct. 13, 2016
		Budget End:	Dec 31, 2019

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SOURCES OF FUNDS		DOH Share GRANT	TOWN Share	Private/Other	TOTAL
DOH:	MSIF, Sec. 4-66h	\$ 500,000			\$ 500,000
DOH:					\$ -
Other:	Applicant/Town		\$ 100,000		\$ 100,000
Other:	Private/Commercial Property Owner				\$ -
Other:					\$ -
Total Sources		\$ 500,000	\$ 100,000	\$ -	\$ 600,000

USES OF FUNDS		DOH Share	Town Share	Private/Other	TOTAL
Sidewalk, curbs, etc.	\$ 277,000.00	\$ 10,000.00			\$ 287,000.00
Streetscape - lighting, trees, etc.	\$ 148,000.00				\$ 148,000.00
Landscaping					\$ -
Building Improvements - exterior					\$ -
Signage					\$ -
Facade Improvement - businesses					\$ -
Pavement repairs & crosswalk enhancement	\$ 50,000.00				\$ 50,000.00
Current sidewalk removal			\$ 30,000.00		\$ 30,000.00
					\$ -
					\$ -
A/E fees, Design, soft costs			\$ 50,000.00		\$ 50,000.00
Traffic Control			\$ 10,000.00		\$ 10,000.00
Salaries					\$ -
Other Administration Costs					\$ -
					\$ -
Contingency	\$ 25,000.00				\$ 25,000.00
Total Uses	\$ 500,000.00	\$ 100,000.00	\$ -	\$ -	\$ 600,000.00

:Applicant Name

I request approval of this Project Financing Plan and Budget in accordance with the terms and conditions of the Assistance Agreement/Notice of Grant Award (NOGA) and as the duly authorized individual representing the applicant, affirm that the project will be operated in accordance with this budget.

5/26/15  
Date

The Project Financing Plan and Budget is hereby approved in the amounts and for the time period indicated.

Director, DOH

12/18/17  
Date

Evonne M. Klein, Commissioner

12/18/17  
Date

Revised 1/1/2016

# Application

## Main Street Investment Fund

### 1. APPLICANT INFORMATION

Municipality: Town of Kent

Mailing Address with zip code: 41 Kent Green Blvd, PO 678, 06757

Name of Authorized Official: Bruce Adams Title: First Selectman

Telephone #: 860-927-4627 Fax #: 860-927-1313

Email: firstselectman@townofkentct.org Municipality FEIN number: 06-6002020

Municipal population as per the latest federal decennial census: 3,000

STEAP Municipality ☒ Yes ☐ No Grantee's Fiscal Year: From July 1 To June 30

Total Project Cost: \$600,000 Amount of Funding Requested: \$500,000

Will municipality share project cost if it is partially funded by DOH? ☒ Yes ☐ No

Requesting Private owner/s reimbursement? ☐ Yes ☒ No; If yes, \$\_\_\_\_\_

Name of Project Contact: Bruce Adams Title: First Selectman

Telephone #: 860-927-4627 Fax #: 860-927-1313 Email:

firstselectman@townofkentct.org

### 2. LOCAL APPROVALS

- a. Submit a certified resolution adopted in the last 60 days by the municipality's legislative body:
- Authorizing submission of this grant application;
  - Identifying the individual who can sign the grant application and administer the grant.

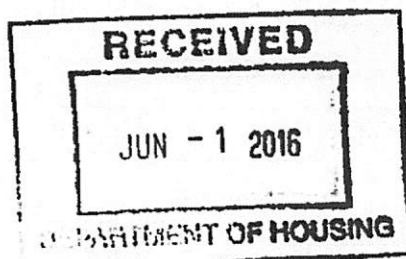
The certified resolution should be signed by the City or Town Clerk and embossed with the corporate seal. Please use the sample resolution provided in **Appendix A**.

- b. Submit a certified statement from the town manager or town engineer that proper building permits have been or will be required and that the work has been or will be inspected by the town.

Owner Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Business Name and Address: \_\_\_\_\_



Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Email: \_\_\_\_\_

Private owner Total Project Cost: \$\_\_\_\_\_ Amount of Funding Requested: \$\_\_\_\_\_

#### 4. PROJECT INFORMATION

Was a "plan" approved by the governing body of the municipality to develop or improve a town commercial center to attract small businesses, promote commercial viability, and improve aesthetics and pedestrian access? ☒ Yes ☐ No

**If no, your municipality is not eligible for funding under this program.**

If yes: (1) are you submitting a copy of the approved plan? ☒ Yes ☐ No; and

(2) Did you submit a copy of the governing body approval of such a plan? ☒ Yes ☐ No

In 1000 words or less, summarize how the proposed project is consistent with such plan and how will it attract small businesses, promote commercial viability, and improve aesthetics and pedestrian access: The Town of Kent seeks funding to implement its 2013 Village Streetscape Master Plan on Main Street (Route 7) in the heart of Kent Village. This project will enhance the viability of an active commercial area of locally owned small shops, restaurants and other businesses. The project will create ADA compliant sidewalks that are consistent in quality with the village's historic architecture and lead visitors to the Town's new Welcome Center. It will add 25 street trees and 12 human scale streetlamps, further enhancing the aesthetics in the Town's commercial center. These improved aesthetics will make the village more appealing to residents and visitors, increase foot traffic, and support existing businesses along Main Street. The project can be completed within 7 months and will leverage significant public and private investment in Kent's Main Street as further described in the attached Project Plan.

#### Municipal Project

Project Title: Kent Village Streetscape

Attach a project location map delineating the intended improvements within the approved town commercial center.

Does the municipality own the property on which project will be undertaken? ☐ Yes ☒ No

If not, who is the property owner and does the applicant have authorization from the owner to work on the property and can the property be used by the general public? Sidewalks are owned by ConnDOT as they are on State Rt. 7. Yes, they are used by the general public.

Is the project ready for construction? ☒ Yes ☐ No

Are all the required state and local permits secured? ☐ Yes ☒ No (If so, provide copies)

Is a ROW required and if so, has it been obtained? ☐ Yes ☒ No (If so, provide a copy of the agreement)



If applicable, has CT DOT provided project approval? ☐ Yes ☒ No (If so, provide approval copy)

Are all construction documents prepared? ☐ Yes ☒ No (If so, provide a copy)

Are all bid documents prepared? ☐ Yes ☒ No (If so, provide a copy)

Are all project funds committed? ☒ Yes ☐ No.

Source of these estimates: Architect/Engineer ☒ Contractor ☐ Municipality ☐

Are there other sources of funds for this project: ☒ Yes ☐ No If yes, Amount: \$100,000

Will construction start within 3 months of executing the DOH funding contract? ☒ Yes ☐ No

Is the project consistent with the State Conservation and Development Policies Plan (C&D Plan) and state priorities? ☒ Yes ☐ No **Explain in detail** - consistency with the C&D Plan and state priorities such as TOD, affordable housing, brownfields reuse, reuse of existing facilities, complete streets concept, etc. This project would all take place within Kent's "Village Priority Funding Area" as designated on the State Plan's Locational Guide Map.

**Owner/s of the commercial private property** (APPLICABLE ONLY if the applicant is seeking funds to reimburse owner of "commercial" private property)

Project Title: \_\_\_\_\_

Is the project complete? ☐ Yes ☐ No

Are the improvements above and beyond what is required by the zoning? ☐ Yes ☐ No

Is this project consistent with the municipality's design standards, if any? ☐ Yes ☐ No

Is this project consistent with the plan approved by the governing body? ☐ Yes ☐ No

Has the town reviewed the invoices for the costs to be reimbursed? ☐ Yes ☐ No

Has the town submitted invoices for reimbursement to DOH? ☐ Yes ☐ No

Has the town conducted final inspection of the project? ☐ Yes ☐ No

Who performed the work? Explain in detail \_\_\_\_\_.

Is the project consistent with the State Conservation and Development Policies Plan?

☐ Yes ☐ No Explain in detail \_\_\_\_\_.

Provide reasons for town recommendations for eligible activities to be reimbursed by this grant, e.g. how is this project consistent with the intent of the MSIF program: \_\_\_\_\_

Are there other sources of funds for this private project? ☐ Yes ☐ No Amount: \$\_\_\_\_\_

A written statement attached from the owner that he/she is committed to doing the project and that they have all the funds secured. ☐ Yes ☐ No



Please provide all the information requested on Page 4 of the Application Instructions, Section 5 – Project Plan. Include following additional details in answering the project readiness.

- Provide details about the permitting requirements and approvals in place. Are there any permits that may delay the project? Has CT DOT provided approval, if required? Is there acquisition of ROW to complete the project? If yes, what is the status? Can the construction start in 3 months of executing the DOH funding contract?



**6. PROJECT BUDGET (visit DOH website for Financing Plan and Budget form)**

Please complete the Project Financing Plan & Budget and submit as **Appendix B** to the application.

My signature below, for and on behalf of Town of Kent, indicates  
Name of Grantee  
acceptance of the following and further certifies that:

1. I have the authority to submit this grant application;
2. I will comply with the General Grant Conditions and Special Conditions, if any;
3. I understand that funding associated with this grant application is one-time in nature and that there is no obligation for additional funding from the Department of Housing or the State of Connecticut;
4. I understand that should this grant application be approved, such grant funds shall be expended within the time frame specified in the Notice of Grant Award (NOGA);
5. I understand that requests to extend the grant end date shall be submitted in writing to the Department of Housing no later than thirty (30) days before the grant end date as specified in the NOGA;
6. I understand that unexpended funds shall be returned to the State of Connecticut within sixty (60) days of the grant end date;
7. I understand that if this organization meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes, the organization is required to submit a State Single Audit, at its own expense, no later than six (6) months after the end of the audit period; and
8. I hereby certify that the statements contained in the responses to this application and accompanying documents are true to the best of my knowledge and belief and that I know of no reason why the applicant cannot complete the project in accordance with the representations contained herein.



Authorized Official

Bruce Adams

Print Name

First Selectman

Title

5/26/16

\*Date:

\* The application must be signed subsequent to the adoption of the resolution by the local legislative body.

## **Checklist of required Documents**

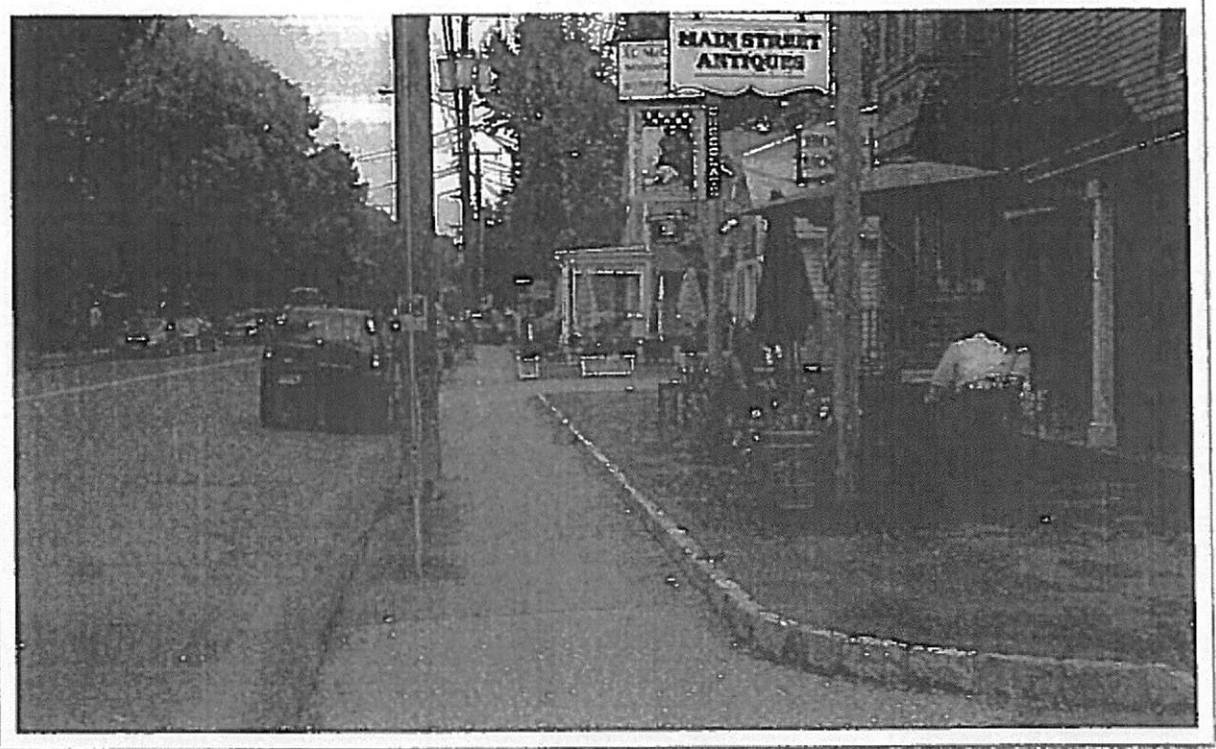
Identify documents submitted with the Application:

- ☒ Attachment 1: Legislative Body Resolution
- ☒ Attachment 2: Certified Statement
- ☒ Attachment 3: Project Location Map and a map of the Town Commercial Center
- ☒ Attachment 4: A copy of approved Plan with a copy of the resolution adopted by the Governing body approving the Plan
- ☒ Attachment 5: Cost estimates
- ☐ Attachment 6: Contracts with architect/engineers and contractors, if applicable
- ☒ Attachment 7: Project drawings/plans, if applicable
- ☐ Attachment 8: Description of Façade Improvement Program
- ☒ Attachment 9: Schedule for use of funds and project completion timeline
- ☐ Attachment 10: Invoices from the commercial private owner for reimbursement

Town of Kent

# **PROJECT PLAN**

## **Kent Village Streetscape Project**



Main Street Investment Fund Application

May 2016

## CONTENTS:

- I. Overview
- II. Proposed Use of Funds & Project Readiness
  - a. Use of Funds
  - b. Consultants
  - c. Stage of the Project & Permitting
- III. How Project will improve Kent's commercial center
- IV. Timeline and Management Plan

### I. Overview:

The Town of Kent seeks a Main Street Investment Fund Grant in the amount of \$500,000 to implement its 2013 Village Streetscape Master Plan in the core area of Main Street (Route 7) in the heart of Kent Village. This project will enhance the viability of an active commercial area of locally owned small shops, restaurants and other businesses.

The Kent Village Streetscape project described here will create ADA compliant sidewalks that are consistent in quality with the village's historic architecture. It will add 25 street trees and 12 human scale streetlamps, further enhancing the aesthetics in the Town's commercial center. These improved aesthetics will make the village more appealing to residents and visitors alike, increase foot traffic, and support existing businesses along Main Street.

The improved streetscape will also make the village safer for pedestrians and vehicles by creating more definition between the road and the sidewalk with curbing and by using a different paving treatment than that of the road (concrete). (See photos of current conditions below.)

The Town of Kent and its streetscape committee, the Kent Chamber of Commerce, individual Main Street small business owners, and the Northwest Hills Council of Governments are all currently undertaking efforts, described briefly below to promote commercial viability and attract small businesses to Kent Village. **The streetscape project proposed here is a critical ingredient to tie all of these local and regional efforts together and would leverage significant public and private investment in this area.**

### II. Proposed Use of Funds & Project Readiness

***Use of funds:*** The Town would use the \$500,000 MSIF grant to:

- Construct approximately **1,400 feet of concrete sidewalk and granite curbing** on both sides of Main Street
- Enhance painted crosswalks.
- Install **12 streetlamps and 25 street trees.**

The costs of these improvements were confirmed by Milone & MacBroom in a letter and project budget dated May 20, 2016. In addition, the private owners of commercial property at the intersection of Rt. 7 and Rt. 341 have expressed interest in extending these streetscaping improvements in front of the commercial properties that they own. (Please see attached support letter.) Therefore this funding would leverage an additional significant private investment in improving the aesthetics and pedestrian access in Kent's Village area.

***Consultants:*** In 2013 the Town's Streetscaping Committee hired Milone & MacBroom through a competitive selection process to create a Village Streetscape Master Plan. They created this Plan in consultation with the Town and ConnDOT staff in charge of road maintenance and held many public forums for gathering input from Main Street business owners and the public. If this funding is awarded, Milone & MacBroom would provide final design and engineering services. The Town would undertake a competitive bidding process to select a construction contractor. Both the Town and the consultants are experienced with this process and do not expect it to take very long. This project would implement the most critical section of the 2013 Village Streetscape Master Plan.

***Stage of the Project & Permitting:*** As described above this project has been designed through the Village Streetscape Master Planning process. ConnDOT District 4 staff was involved in the process and their requirements were all included in the final plan. Therefore it is not expected to be difficult to get an encroachment permit from ConnDOT for this project. No ROW acquisitions are required for this project.

### **III. Description of Project will improve Kent's commercial center**

***Project will attract small businesses and promote commercial viability:***

**Attracting more foot traffic-** The current lack of a defined sidewalks and continuous streetscaping extending the length of Main Street/Rt.7 encourages people to park as close to their destination as possible and get back in their cars to drive to the next destination. The streetscaping proposed in this application will create a more attractive, pedestrian friendly experience (along with the town's new Welcome Center and the Chamber's many Main Street events as described below) and encourage people to keep walking down Main Street to shop or eat at other businesses along Main Street that may not have been their primary destination. This will support existing businesses and as those businesses thrive, new businesses will be attracted to the Village. Other efforts are also currently underway, as described below to support the lease-up of currently vacant commercial space.

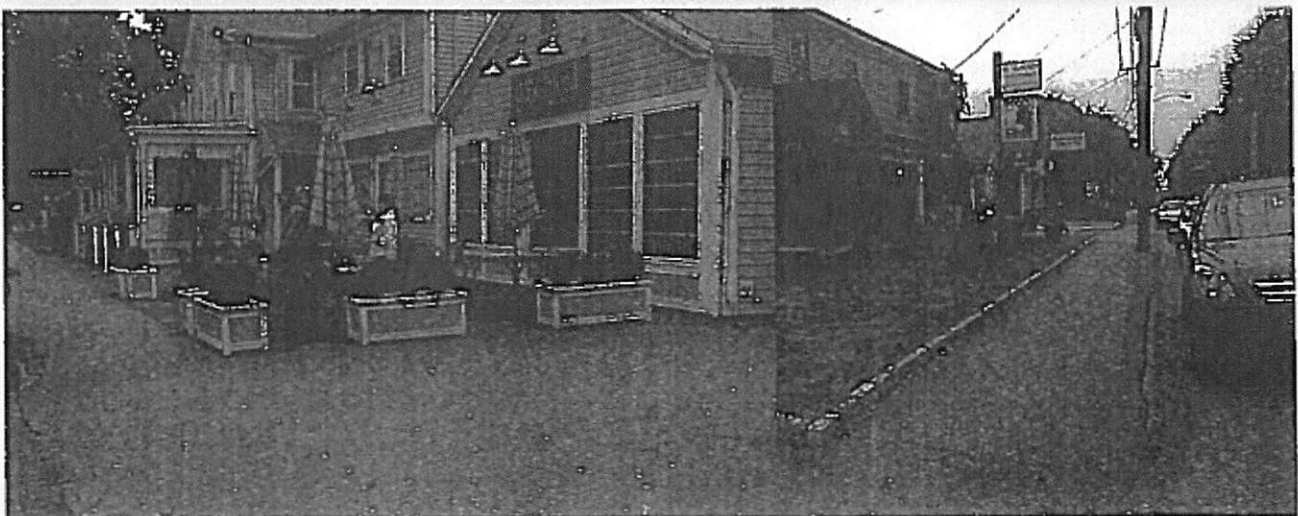
**On spring, summer and fall weekends,** when the village is a destination for visitors from throughout the tri-state area, Kent experiences a significant increase in traffic. Kent's Main Street/Route 7 is the only north/south artery from the Danbury/New Milford area to

Massachusetts, and pedestrians vie with cars, motorcycles and tractor trailers driving through the village. The more defined sidewalk will make this a much more pedestrian friendly experience and encourage these travelers to stop in Kent Village on their way to their final destination.

Throughout the year, students and their visiting parents from the town's three private schools (Kent, South Kent and Marvelwood Schools), Appalachian Trail hikers, visitors to Kent Falls and Macedonia Brook State Parks and others patronize Main Street's small shops and restaurants as well as businesses in the nearby Kent Green, where the town's one grocery store, post office and town hall are located. The Kent Memorial Library's summer-long book sale happens on Main Street as do the Chamber of Commerce-sponsored Summer Sale Days, Champagne Stroll, Pumpkin Run and other events which generate both business opportunities and significantly increased traffic.

*Project will improve aesthetics and pedestrian access:*

Photos of current Main Street sidewalk conditions:





As shown in the photos above there is a lack of definition between the road and the sidewalk currently due to a sidewalk treatment that is very similar to the road pavement and a lack of distinct curbing. The MSIF funded streetscape project described here would address these issues by both adding granite curbing and by adding concrete sidewalks. This definition will help pedestrians to be and feel safer from vehicles. Enhanced crosswalks included as part of this project will also enhance pedestrian safety. All of these improvements will be ADA compliant to improve access for all.

This project will also improve pedestrian access for the many residents who live in walking distance to Main Street. There are at least six apartment complexes, including three non-profit affordable housing complexes for families and seniors within this Village area. Some of these residents are limited in their mobility. Many employees of local restaurants and other businesses live in the village center and walk to work. All residents of the Village area will benefit from being better able to travel safely through town on foot or in a wheelchair which would be the result of the project proposed here.

**Other local and regional efforts to attract small business and promote commercial vitality:**

As mentioned above, there are many efforts taking place in Kent to help attract small businesses and promote the vitality of Kent Village. All of these efforts support and leverage the MSIF project proposed here.

**Town of Kent:** The Town has recently acquired a parcel of land visible from Main Street and to accommodate a new *Kent Welcome Center* which will include public restrooms and visitor information directing people to local and regional businesses, attractions, and services. It will also include 30 off street parking spaces. The bid package to construct the Welcome Center is currently under development with the goal to complete the center in early 2017. The MSIF project applied for here will help to safely get pedestrians to and from the new Welcome Center.

In addition, the Kent Planning & Zoning Commission is currently considering an *Incentive Housing Zone* type designation for a parcel of land in the Village area, in close walking distance to Main Street. This zoning designation will encourage additional residential development within the Village area to further support the existing businesses and add customers for new businesses.

**Kent Chamber of Commerce:** Kent has an active Chamber of Commerce (see [www.kentct.com](http://www.kentct.com)) which fully supports this project (see attached support letter) and holds many *annual events* which draw visitors and regional residents to Kent's Main Street including

More in March Sales, Summer Sale Days, the Champagne Stroll, Pumpkin Run, and Gingerbread Festival.

**Main Street small business owners:** As you can see in some of the photos above, many Main Street business owners have already invested in their building facades, outdoor seating and landscaping, this project would *leverage those private investments* in the appearance of Kent's historic Main Street. In addition, as mentioned above, a group of property owners are willing to continue the streetscaping work to extend it in front of the commercial properties that they own on Main Street at the intersection of Rt.7 (Main St) and Rt.341 if this MSIF funding is awarded.

**Northwest Hills Council of Governments:** The NHCOC has hired a team of economic development professionals to assist Kent (as well as 7 other small towns) through a Regional Performance Incentive Grant project. These professionals are tasked with supporting Kent's existing businesses, attracting new businesses to vacant commercial spaces in the Village area, and tourism marketing. So far they have conducted business visitations, created a *"Doing Business in Kent" brochure* for marketing vacant spaces, assisted with the Kent Welcome Center project, and revamped the [www.discovernwct.com](http://www.discovernwct.com) website to include social media outreach, updated events and blogs. In addition, the NHCOC is assisting the town to locate and permit *welcome and wayfinding signage* to direct people to the new welcome center, shops, and restaurants on Main Street.

*All of these efforts will support and leverage the MSIF project proposed here.*

#### **IV. Timeline and management plan**

***Timeline-*** This project can be completed within 7 months of the date of a signed MSIF funding contract according to Vincent McDermott, Senior Vice President of Milone & MacBroom and ConnDOT District 4 staff Aron Steeves. The timeline would be as follows:

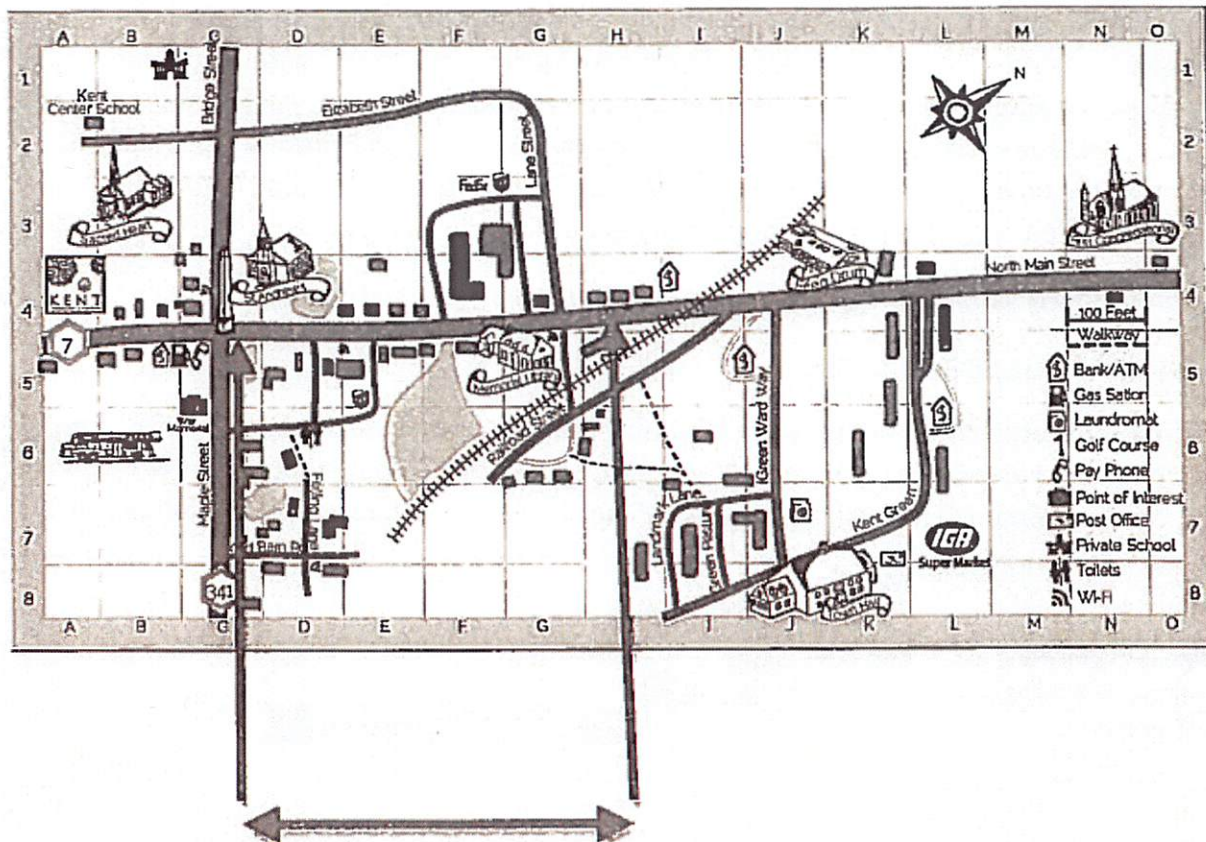
	Months						
	1	2	3	4	5	6	7
Design & Engineering							
Permitting & Bidding							
Construction							

Milone & MacBroom (M&M) has already done much of the design work, as described above and are standing by to complete the engineering work within 2 months of having a signed MSIF contract. During the design phase of this project M&M worked closely with ConnDOT District 4 staff and has designed the sidewalks and streetscaping project to comply with ConnDOT's requirements and address their concerns. According to ConnDOT District 4 Maintenance Special Services Section Manager, Aron Steeves, who handles encroachment

permits in Kent, he would be able to permit this project within 2-4 weeks. Mr. Steeves also expressed confidence that the project would proceed quickly because of their experience working with Milone & MacBroom. No ROW acquisitions are required so that will not delay the project.

### Management Plan:

The project would be managed by the Town's First Selectman who has been in office for seven years and successfully overseen and administered 4 STEAP funded projects. The Town's Public Works Director will supervise construction and review contractor invoices. He has 19 years of experience managing road and sidewalk improvement projects in the Town of Kent. Milone & MacBroom, project engineers, will inspect the work when completed.



This section of Main Street (Rt. 7) is where the sidewalks, street trees, and streetlamps will be installed if the MSIF funding requested here is awarded.

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