

Board of Selectmen Regular Meeting September 8, 2020 6:30 P.M.

Present: Jean Speck, Chris Garrity and Ed Matson.

Also, present: Darlene Brady, Zanne Charity, Emilia Deimezis, Mike Gawel, John Grant, Leila Hawken, Donna Hayes, Rob Hayes, Barbara Herbst, Tim Limbos, Wendy Murphy, Andy Ocif, Rick Osborne, Leah Pullaro and Lynn Worthington.

Ms. Speck called the meeting to order at 6:32 p.m.

Approval of Minutes:

Ms. Speck made a motion to approve the minutes of the August 18, 2020 and August 21, 2020 Special BOS meetings, as submitted. Mr. Garrity seconded the motion and the motion carried.

Public Communication: Three attached:

- 1. August 27, 2020 Email from Leah Pullaro
- 2. September 3, 2020 Email from Scott Barnes
- September 3, 2020 Email from Rob Hayes. Ms. Speck read the September 3rd email from Rob Hayes, as he requested. Ms. Speck stated:
 - Will be scheduling a meeting with transfer Station staff within two weeks
 - Executive Director of HRRA Jenn Heaton-Jones also concerned with condition of Transfer Station – letter attached

Mr. Garrity stated:

- Would kike to see the Transfer Station open mid-week in addition to the weekends
- The Department Head is responsible for the day-to-day operation
- Apologized to Mr. Hayes on behalf of the Town any issues should be brought to the department head and/or BOS

Mr. Haves stated:

- The Transfer Station was cleaned and working well, until the reduction in staff
- Need to meet and hash out differences would like a full board meeting

Tax Refunds:

Ms. Speck made a motion to approve four tax refunds:

LaFontan Luc Julie Trustee \$37.95
 Briant Adam L & Denise M \$28.80
 VW Credit Leasing LTD \$87.78

VW Credit Leasing LTD \$87.78
 VW Credit Leasing \$157.31

RECEIVED FOR RECORD KENT TOWN CLERK

2020 SEP 15 A 9 54

Y TOWN CLERK

Mr. Matson seconded the motion and the motion carried.

HSGP MOA:

Ms. Speck made the following motion:

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

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

Mr. Garrity seconded the motion and the motion carried.

Social Media Policy:

Ms. Speck drafted a Social Media Policy after lots of research and data from CCM, COG and the Town Code of Ethics. The policy needs to be updated to reflect "Kent Representatives" rather than listing employees, official, etc. The Town has an official Facebook page, Emergency Management has a Facebook Page and a Twitter account and P&R has a separate Facebook page via the P&R Commission. Ms. Speck confirmed the information crosses multiple platforms including the Town website. Mr. Garrity requested that all Department Heads provide feedback on the draft policy prior to next months BOS meeting.

Veteran's Memorial Security - Swift House:

At the July BOS meeting Andrew Ocif, Chairman of the Veteran's Memorial Committee submitted a letter seeking permission from the Board of Selectmen to install a video camera on Frontier telephone pole #583 that is located on route #341 in front of the Veterans monument and to run overhead line from that pole to the Swift House. The overhead line would be connected to a 4 channel Net DVR with remote access software to a 19-inch monitor that would be physically located inside the Swift House. Ms. Speck made a motion to authorize the Veteran's Memorial Committee to use the Swift House and install and have access to the building for a video surveillance system on the monument. Mr. Matson seconded the motion. After additional discussion regarding the technology, Ms. Speck called for a vote. The vote was three in favor, the motion carried.

Streetscape:

Mike Gawel Streetscape Sub-committee Chairman provided an update from the September 3, 2020 Streetscape Sub-committee meeting. The highlight included:

Recommendation to BOS to purchase materials with the expiring grant money Request use of a piece of the parking lot by the tennis courts from P&R Three areas of concern

- In front of the Fife-n-Drum
- In front of Dr. Monsarrat's office
- In front of the Kent Memorial Library

Mike Doherty has set-up a virtual meeting with representatives from the railroad on Thursday, September 10th at 2:00 p.m. The next Streetscape meeting will be a walking tour of the sidewalks on Thursday, September 17th at 5:30 p.m.

Mr. Gawel stated he needs confirmation on additional surveying needs. He would be willing to contact Gary Hock but needs authorization from the BOS. Ms. Speck made a motion to authorize additional surveying. Mr. Matson seconded the motion. Ms. Speck amended the motion to add: not to exceed \$5,000. Mr. Garrity seconded the motion and the motion carried.

Swift House:

Mr. Garrity provided a spreadsheet reflecting estimates for priority projects recommended by the Swift House Task Force. After a lengthy discussion about squirrels and the lack of maintenance on the Swift House, Mr. Garrity made the following motion:

BOS undertake the recommendation of the Swift House Task Force to remove the squirrels, repair and/or replace soffits, foundation and any other necessary fixes to make the chimneys rodent proof.

Ms. Speck seconded the motion and asked if Mr. Garrity would like to add an "up to dollar amount?" Mr. Garrity amended the motion to include, not to exceed \$10,000. Ms. Speck seconded the motion. Ms. Speck and Mr. Garrity voted yes. Mr. Matson voted no. The motion carried.

Covid-19 and Town Hall Reopening:

Ms. Speck reported:

- Town Hall was scheduled to re-open on September 1st
- Governor extended Executive Orders
- Concerns with plexi-glass worked out this afternoon
- Visitors will be accepted via appointments no later than two weeks from now

Leah Pullaro asked Ms. Speck to read her email dated August 27th (part of written correspondence). Mr. Garrity and Mr. Matson stated they have not received any information regarding the Covid policy for Town Hall. Mr. Matson noted that Town Attorney advised him that the First Selectman is in charge of the Covid situation. Ms. Speck confirmed that there is a draft policy that was issued and there have been discussion at Department Heads meeting regarding mask wearing and staggering shifts. Mr. Garrity stated; a policy needs to be created, reviewed by all departments and signed off on by all employees no later than the end of this week.

Transfer Station Job Descriptions:

Ms. Speck tabled to provide the Transfer Station an opportunity to review at the Transfer Station staff meeting, to be scheduled.

Main Street - noise/traffic:

Mr. Garrity stated nothing new to report. Ms. Speck stated there have been some technical difficulties with the speed signs but she was able to extract data from the South Main Street sign and put together the attached reports.

HRRA Organics Program:

Ms. Speck stated nothing new to report.

Cell Tower:

Ms. Speck stated she provided her testimony to the Siting Council regarding the proposed cell tower. She noted the Siting Council asked a lot of questions and seemed to be interested in the small cell system the Town supports.

Club Getaway - Sewer Easement:

Ms. Speck stated nothing new to report.

Conservation Commission Solar Project:

Wendy Murphy reported the group reviewing the applications was on vacation last therefore no new information.

Policy and Procedure Manual:

Ms. Speck reported continues to review the document and noted a lot of works needs to be done but at this time not a priority.

Report of Treasurer:

Mrs. Herbst provided a written report, attached.

Report of Selectmen:

Ms. Speck stated there has been an increase in pistol permit applications."

Mr. Garrity had nothing additional to add.

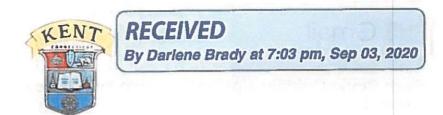
Mr. Matson had nothing additional to add.

Ms. Speck made a motion to adjourn the meeting at 9:41 p.m.

Jovce 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.



BOARD OF SELECTMEN Regular Meeting September 8, 2020 6:30 P.M.

Access to meeting via Zoom https://us02web.zoom.us/j/87408556107

Meeting ID:

874 0855 6107

One tap mobile:

1-646-558-8656 US (New York)

1. Call to order

Approval of Minutes

a. August 18, 2020

Special meeting

August 21, 2020

Special Meeting

3. Public Communication

a. August 27, 2020 Email from Leah Pullaro

b. September 3, 2020 Email from Scott Barnes

c. September 3, 2020 Email from Rob Hayes

4. Tax Refunds

5. New Business

a. HSGP MOA

Social Media Policy

Old Business

Veteran's Memorial Security – Swift House

b. Streetscape

c. Swift House

d. Covid-19

e. Town Hall Reopening

f. Transfer Station Job Descriptions

g. Main Street - noise/traffic

h. HRRA Organics Program

i. Cell Tower

j. Club Getaway - Sewer/Easement

k. Conservation Commission Solar Project

Policy and Procedure Manual

7. Report of Treasurer

8. Report of Selectmen

9. Adjourn

"An equal opportunity employer and service provider"



Joyce Kearns <adminassist@townofkentct.org>

Fwd: Covid Guidance/policy for town employees

1 message

Leah Pullaro <socialservices@townofkentct.org> To: Joyce Kearns <adminassist@townofkentct.org> Thu, Aug 27, 2020 at 12,46 PM

FYI

Leah Pullaro, LMSW Town of Kent Director of Social Services Municipal Agent for the Elderly PH 860.927.1586 FAX 860.927.1313

Forwarded message ------

From: Leah Pullaro <socialservices@townofkentct.org>

Date: Fri, Jul 24, 2020 at 4:32 PM

Subject: Covid Guidance/policy for town employees

To: Jean Conlon Speck <firstselectman@townofkentct.org>, Chris Garrity <cgarrity@townofkentct.org>, Ed Matson

<ematson@townofkentct.org>

Cc: Joyce Kearns <adminassist@townofkentct.org>

During the department head meeting on July 14th, I requested a written travel policy for town employees. At that meeting I was told that a plan would be formulated. To date, I have not received a copy of that policy. During that meeting I also requested departmental guidance from the Selectmen concerning this policy and its ramifications for volunteers that provide assistance during town sponsored programs. I have not received that policy either. Please see attached meeting notes. I was able to obtain a copy of the Travel Policy for Waterbury Hospital employees. A family member kindly shared this with me. I forwarded this information to the first selectman on July 15th. Please see attached Waterbury Hospital Travel Policy.

This emergency was declared by the First Selectman on March 18th. Town Hall closed to the public at noon on March 17th. Today is July 24th. I have yet to receive any written guidance/policy as regards the current Covid emergency. I have received multiple verbal promises that a policy will be forthcoming. At the July 14th department head meeting. we were told that a policy was available and had inadvertently failed to be emailed to all employees. Yet, again, I have yet to receive anything.

Approximately ninety-two business days have passed since the First Selectman's emergency declaration. Can any of you please tell me, in writing, what guidance/policy the Board of Selectmen have put in place for town employees?

I am strongly urging that immediate action be taken to rectify this matter.

Respectively Submitted,

Leah

Leah Pullaro, LMSW Town of Kent Director of Social Services Municipal Agent for the Elderly PH 860.927.1586 FAX 860.927.1313

2 attachments



Temporary Travel Policy v 2.docx 25K



Town Hall Department Meeting DATE: 07-14-2020 TIME: 11:30 a.m. Via Zoom

SUMMARY

Attendees:

David Becker, Darlene Brady, Patty Braislin, Karen Chase, Debbie Devaux, Lesly Ferris, Jean Speck, Rick Osborne, Leah Pullaro,

Updates:

Jean:

BOS meeting tonight - big agenda

Cell tower

Hearing 7/23 via Zoom

Town requested an in-person meeting, probably will be denied

A citizen group floated a couple of balloons

Streetscape

Big public concern

Mike Gawel will provide a report at BOS meeting

Pandemic

Changing everyday

Four additional states added to travel advisory

Met with schools regarding re-opening

Schools are in planning mode

Debbie:

Collecting money

Patty:

Standard operation

Darlene:

Continue working on absentee ballots Ballot box installed next week Absentee ballot request form is online

David:

Second round of Covid is more like when; not if

Continue to gather PPE for Emergency Services Working with CERT Team Working on Emergency Operation Plan Hurricane season is approaching

Rick:

Normal work
Providing weekend help, closing things down

Leah:

Opened the Back-to-school program
Modified
More flexible
More gift cards
Food bank doing well

Lesly:

Outdoor fitness delayed due to wet grounds
Martial Arts resumed
Women's Support Services is providing goody bags for kids
Safety Committee – Knox boxes installed
Concert Series – to be discussed at next P&R meeting

Joyce:

Nothing to report

Karen:

All set with PPE and supplies for the upcoming primary Looking for several people to sit at the entrance during the primary to provide guidelines to the public

Leah asked for employee/volunteer vacation policy, specific to traveling with the states that are on the travel advisory list. Jean stated she believed a policy was handed-out two weeks ago. Jean will resent the policy and include guidelines for volunteers, today.

Jean added Barbara was not on the call but she is working on the on-line payment pilot program.

The meeting ended at 12:06 p.m.

Joyce Kearns Administrative Assistant

Waterbury Health Travel Policy

COVID-19 cases and deaths have been reported in all 50 states, and the situation is constantly changing. Because travel increases your chances of getting infected and spreading COVID-19, staying home is the best way to protect yourself and others from getting sick.

As you may know, on Wednesday June 24th, 2020, the Governors of Connecticut, New York and New Jersey announced a travel advisory requiring anyone traveling to Connecticut, New York, or New Jersey from a state that has a new daily positive test rate higher than 10 per 100,000 residents or a state with a 10% or higher positivity rate over a 7-day rolling average are directed to self-quarantine for a 14-day period from the time of last contact within the identified state. Healthcare workers (HCW), as essential workforce, are exempt from the travel advisory quarantine requirement.

The list of states is fluid and will be updated weekly on the below website. It is recommended to review the listing of states prior to traveling.

https://portal.ct.gov/Coronavirus/Covid-19-Knowledge-Base/Travel-In-or-Out-of-CT

Recommendations for travelers:

- · Clean your hands often.
- Wash your hands with soap and water for at least 20 seconds.
- If soap and water are not available, bring and use hand sanitizer that contains at least 60% alcohol. Cover all surfaces of your hands and rub your hands together until they feel dry.
- · Avoid touching your eyes, nose, or mouth.
- · Avoid close contact with others.
- Keep 6 feet of physical distance from others.
- Wear a cloth face covering in public.
- Cover coughs and sneezes.
- · Pick up food at drive-throughs, curbside restaurant service, or stores.

Recommendations on return to work for Waterbury Health:

Workforce members who return from any state or location (Including International) identified and covered by the travel advisory will be permitted to work provided they adhere to the following requirements for 14 calendar days starting from their return to home date:

- Workforce members returning to work from high risk area should undergo one COVID-19 PCR and if positive will be required to isolate at home until cleared by occupational health.
- Twice daily temperature and symptom checks (the first should be at entry to work during Universal Screening).
- Notification to occupational health for any elevated temperature (at or above 100.0 F) or COVID-19 related symptom for further guidance.
- If you knowingly travel to an area covered under this Connecticut Travel Advisory and subsequently test positive for COVID-19 within 14 days of your return, you will be required to isolate at home until cleared by occupational health.
- If you return from an area that, during your stay there, became covered under this Connecticut
 Travel Advisory and subsequently test positive for COVID-19 within 14 days of your return, you
 will be required to isolate at home until cleared by occupational health.



Joyce Kearns <adminassist@townofkentct.org>

Conditions at the Transfer Station

1 message

hmfic1064@aol.com <hmfic1064@aol.com> Reply-To: hmfic1064@aol.com

Thu, Sep 3, 2020 at 8.59 PM

To: "firstselectman@townofkentct.org" <firstselectman@townofkentct.org>, "cgarrity@townofkentct.org" <cgarrity@townofkentct.org>, "jparkin@townofkentct.org" <jparkin@townofkentct.org> Cc: "adminassist@townofkentct.org" <adminassist@townofkentct.org>

Please read at the September 8th Board of Selectmen meeting:

Months ago, First Selectman Speck received several emails/communications from a "concerned citizen" about the condition of the Transfer Station and over the course of a few months the Transfer Station was completely cleared up. Paint was stored, motor oil and cooking oil were placed in their proper containers. We even picked up the "picking field". All of this hard work was done by many people both on the weekend and during the week. At that point in time, the Transfer Station was manned by 4 employees with 3 employees each working on Saturday and on Sunday.

At the present time, there are three employees at the Transfer Station ... 3 work on Saturday and 2 work on Sunday. On average there are 330 cars that come through on Saturday and 440 cars that come through on Sunday. Invitations have been extended to the First Selectman to spend a day at the transfer station to see how it actually runs...there has been no response.

I believe that the decision to stop all week-day work is based on communications that the First Selectman received from a "concerned citizen" about 2 incidences that occurred on May 9 - 10th and May 15th. A "concerned citizen" saw us leave the Transfer Station 13 minutes early and communicated this to the First Selectman; I was spoken to on May 16 about this. The following Friday, a "concerned citizen" saw one of the Transfer Station employees at the Transfer Station seemingly doing nothing when, in actuality, he was there waiting for a pickup of garbage and/or single stream and cleaning up. A decision was then made to cease all week-day work. This decision was made by the First Selectman based on communications received from a "concerned citizen" instead of speaking directly with those involved.

Now, the current conditions at the Transfer Station are appalling and reflect badly on all the Transfer Station workers and I am disheartened and dismayed. The conditions are so bad that they are now starting to restrict the even flow of the traffic. Since July 27th I have not stepped foot into the Transfer Station during the week to pick up or clean anything. This is not any of our doing. This is the result of being told not to come in during the week to complete those tasks that we are not able to accomplish on a normal weekend. The decision to cease all week-day work is a result of the First Selectman's decision to place credence on communications received from a "concerned citizen" instead of speaking directly with those involved.

In order for the Transfer Station to run at its best, there needs to be open communication between the First Selectman and the employees. Job descriptions, which were promised to us 2 years ago, need to be completed and reviewed. Additional employees need to be hired in order to handle the additional number of cars that are now using the Transfer Station. I believe that open communication between the First Selectman and the employees of the Transfer Station are necessary in order to maintain a safe working environment and a safe facility for those residents who use the services of the Transfer Station.

Thank you for taking the time to listen to my concerns... I hope they have not fallen on deaf ears.

Robert T. Hayes Transfer Station Attendant



September 8, 2020

Town of Kent Jean Speck, First Selectman 41 Kent Green Blvd Kent, CT 06757

Re: Town of Kent Transfer Station

Dear Honorable Speck,

Thank you for taking the time to meet me at the Kent Transfer Station on Friday, September 4th.

This was the second visit to the transfer station in the last few weeks. I was also there on Tuesday, August 25th to inspect the mattress container with the Mattress Council representative, Dan McGowen. During that visit I noticed several items of concern.

- Paint is not being managed and safely stored.
- Unacceptable hazardous waste items are being collected.
- Swap Shop is not being managed per the MTSGP.

First, the paint is overflowing and is not being responsibly managed. The paint collection program is a statewide EPR program paid for by the stewardship organization Paintcare. The Town of Kent has opted to be a participating drop-off location. There are rules of management not only from Paintcare but also that is covered under your Municipal Transfer Station General Permit. The Kent facility has four special collection containers that were provided to the town by Paintcare. The attendant is required to monitor material coming in and ensure that the cans are placed inside the collection containers. Paint should never be left outside the container.

This is a paint ONLY program. I sited several items that should not be accepted with the paint cans, including paint thinner, and spray cans. The transfer station operators have been trained by Paintcare and they should know the items that are and are not acceptable. There should also be a visible sign provided by Paintcare with this list of acceptable items posted near the containers.

In addition to the unsightly and unacceptable volume of unmanaged paint at the transfer station, I also noticed, in several locations at the facility, an excessive amount of household hazardous waste. From herbicides, pesticides, cleaners, and fuel. No transfer station for any reason should be accepting HHW. Residents should be directed to a regional Household Hazardous Waste event.

The swap shop area is also not being effectively managed. Besides being unsightly it violates your MTSGP.

I would like to note that I did mention my concern on Tuesday, August 25th to the attendant on duty. There were several accuses to why the facility was in its condition. I had expected that the material would have been cleaned up and managed by the time I returned on Friday the 4th. I expected there would have been an improvement, however the condition was worse.

My concern is for the safety of the public as well as the proper management of the material your facility is collecting. It is our duty to not only ensure we are providing a convenient and accessible disposal option to the residents but to also ensure the material is managed responsibility for the safety of the public and the environment.

I am planning to revisit the transfer station the week of September 14th. If I find there has been no improvement in the management of the facility, I will have no choice but to file a letter of non-compliance and report my findings to CT DEEP. My recommendation will be to close the facility until it can be managed properly. Please note the CT DEEP Commission does have authority to issue fines to the town and to revoke your MTSGP.

I have notified Paintcare of my concern and have asked the Connecticut representative to contact your transfer station operator to be retrained.

If you have any questions or would like to discuss this further, please contact me by phone or email.

In the meantime, I ask that you please review the CT DEEP MTSGP guidebook.

Sincerely,

Jennifer A. Heaton-Jones Executive Director, HRRA

J+katon-Jones



September 8, 2020

Town of Kent Jean Speck, First Selectman 41 Kent Green Blvd Kent, CT 06757

Re: Town of Kent Transfer Station

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Sincerely.

Jennifer A. Heaton-Jones Executive Director, HRRA

J Heaton-Jones



Joyce Kearns <adminassist@townofkentct.org>

Re: [Kent CT] First Light must maintain Bulls Bridge (Sent by Scott Barnes, spbkayak@gmail.com)

1 message

Scott Barnes <spbkayak@gmail.com> To: Joyce Kearns <adminassist@townofkentct.org> Thu, Sep 3, 2020 at 4 06 PM

Dear Joyce Kearns,

Thank you for forwarding my message along to the Board of Selectmen.

In speaking with a few fishermen, boaters, and the Bulls Bridge Country Store (for whom this closure has made a significant negative impact), many wondered why the Bulls Bridge Recreation Area has not seen a staged re-opening, like so many of the businesses and recreation spots throughout Connecticut? While everyone understands that the resource needs to be managed, and certainly nobody wants crowds, outdoor recreation is one of the few options that presents less risk of COVID-19 transmission (when compared to any indoor activity).

My suggested solution:

After Labor Day weekend, move the blocks from the entrance to the parking area to within the parking area. Let the blocks take up alternating parking spots, effectively turning that lot from a 20 car to 10 car capacity. If parking is opened in any capacity, handicaps spots would need to be open too. I understand the reality of people squeezing in to those handicap spots, so perhaps some clear definition of those spaces, with barricades, needs to happen.

I understand that this all takes work. However, that area is held in trust for the public, according to the Federal Energy Regulatory Commission. First Light should be the ones doing the work, not the town of Kent.

Thank you for your time and work.

Scott Scott Barnes

Award-winning photographer and artist (I also teach University)

On Thu, Sep 3, 2020 at 2:46 PM Joyce Kearns <adminassist@townofkentct.org> wrote: Scott -

I have forwarded your email to the Board of Selectmen and I have also added this item to the agenda for the next Board

meeting on Tuesday, September 8, 2020 at 6:30 p.m.

On Mon, Aug 31, 2020 at 3:42 PM Contact form at Kent CT <cmsmailer@civicplus.com> wrote: Hello Selectmen.

Scott Barnes (spbkayak@gmail.com) has sent you a message via your contact form (https://www.townofkentct.org/user/21/contact) at Kent CT.

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

Message:

The fiscal and resource burden for maintaining the grounds, including parking and access points rests on First Light, not the town of Kent. First Light operates under license from the Federal Energy Regulatory Commission, which has specific provisions to hold the land in trust for public use. If managing the resource means that First Light must staff the area during high

use weekends, then that burden is First Lights alone, and should not rest on the shoulder of Kent or it's volunteers.

Further, the current closure of the Bulls Bridge Recreation area has lasted long enough to not be considered temporary, but permanent. Neither the town, state, or First Light has the authority to permanently close that area. Access is mandated by a Federal license.

The chatter on Facebook has been guite disturbing. Coded (and sometimes not so disquised) language has made it apparent that many members of the town are not just xenophobic, but also harbor prejudices against certain groups of working class citizens, for whom the banks of the river are one of the few recreation areas that they can afford. I, personally, have stopped an anti-discrimination law suit proposed by a lawyer who is accustomed to work on the federal level. I did this in the spirit of working on a local level since I hold on to hope that Bulls Bridge will be re-opened after Labor Day weekend to be enjoyed by all of us who use it on a regular basis (and help maintain the area).

I look forward to your response and a swift solution to the closure that has existed for too long.

Sincerely,

Scott Barnes

Joyce Kearns Administrative Assistant Town of Kent PO Box 678 Kent, CT 06757 860-927-4627



Joyce Kearns <adminassist@townofkentct.org>

2020 HSGP MOAs

1 message

Darlene Krukar <dkrukar@northwesthillscog.org>

Mon, Aug 17, 2020 at 2:46 PM

To: Ann Combs <acombs@townoflitchfield.org>, Barbara Gomez <twnnfksec@snet.net>, Christine Hayward <christinehayward@town.new-hartford.ct.us>, Colleen Frisbie <cfrisbie@warrenct.org>, Emily <townhall@salisburyct.us>, Erica Dyndiuk <edyndiuk@barkhamsted.us>, Jen Minery <jminery@harwinton.us>, Joyce Kearns <adminassist@townofkentct.org>, Judi Moker <jmoker@roxburyct.com>, Karen Odell <kodell@colebrooktownhall.org>, Laurel Gillotti <selectmen@townofmorrisct.com>, Laurie Bessette <lbessette@townofwinchester.org>, Linne <selectmensoffice@burlingtonct.us>, Liz Callahan <carrollr@townoflitchfield.org>, Magi Winslow <selectmen@hartland.necoxmail.com>, Maryanne Greene <selectmen@washingtonct.org>, Missy <selectman@northcanaan.org>, Virginia Perry <vperry@goshenct.gov>

I know that you don't always see emails sent to the First Selectman. An email was sent to them requesting that the 2020 HSGP MOAs be signed. This year they are not requiring that we have original signatures but the resolution has to have a seal on it and the scanned copy of the resolution must show the seal (rub with pencil).

Any questions, please let me know.

Darlene

Darlene Krukar, Office Manager 59 Torrington Road, Suite A-1 Goshen, CT 06756 dkrukar@northwesthillscog.org Phone 860-491-9884

Fax 860-491-3729

2 attachments



Blanket Resolution (2).docx



Region 5- FY 2020 HSGP MOA.PDF 1666K

AUTHORIZING RESOLUTION OF THE

KENT BOARD OF SELECTMEN

CERTIFICATION:

I, Darlene Brady, the Town Clerk of the Town of Kent, do hereby certify that the following is a true and correct copy of a resolution adopted by the Kent Board of Selectmen at its duly called and held meeting on September 8, 2020, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

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

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

The undersigned further certifies that Jean Speck now	holds the office of First Selectman
and that he/she has held that office since November	, 2019.

IN WITNESS WHEREOF: The undersigned has executed this certificate this _____ day of September 2020.

Darlene Brady, Town Clerk, Town of Kent, CT





FFY 2020 STATE HOMELAND SECURITY GRANT PROGRAM Region 5 MEMORANDUM OF AGREEMENT



Data Sheet

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

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

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

Town Information: 🔼 🌃	
Person Completing Document:	Joycer Kearns
Municipality Name:	TOWN OF KENT
Town CEO Name:	Jean Speck
Town CEO Title (ie. Mayor):	First Selectman

^{*}Muncipality Name - Municipalities can enter the name as either the long or short name, for example: enter name as either "New Haven" or "City of New Haven"

oint of Contact Ir	nformation:
POC Name & Title:	Jean Speck
Address:	41 Kent Green Blvd., PO Box 678, Kent, CT 06757
Email:	First Selectman
Phone:	860-927-4627
Fax:	860-927-1313



MOA FFY 2020 STATE HOMELAND SECURITY GRANT PROGRAN Region 5 MEMORANDUM OF AGREEMENT CHECKLIST



Please use this checklist to insure completion and accuracy of the following agreement.

Instructions for: TOWN OF KENT
Received by: Joycer Kearns
For the MOA: A municipal point of contact been identified in Part III, Section M. The Chief Executive Officer has signed and dated the agreement. The Chief Executive Officer's name and title has been typed in the space provided.
Authorizing Resolution Attached The Blanket Resolution Template includes the recommended language for the resolution. If you do not use this template, the resolution must reference the FFY 2020 Homeland Security Grant Program. No other resolutions will be accepted.
Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2020 HSGP funds by the REPT (These documents are not attached to this MOA, but will be sent directly to the Fiduciary) Once complete, mail or email the complete MOA package to: Rick Lynn, Executive Director, Northwest Hills Council of Governments, 59 Torrington Road, Suite A-1, Goshen, CT 06756
2. Instructions for the Northwest Hills Council of Governments
Received by:
Review and Signature
□ The Chief Executive Officer has signed and dated the agreement □ The Chief Executive Officer's name and title has been typed in the space provided □ The Region 5 REPT Chair has signed and dated the agreement. □ The Region 5 REPT Chair's name has been typed in the space provided. □ All of the items listed on this checklist have been completed and are correct.
Once complete please contact your DESPP/DEMHS Program Manager to schedule a MOA review meeting.
Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2020 HSGP funds by the REPT. (These documents are not attached to this MOA, but will be sent directly to the Fiduciary)

DUE DATE: October 20, 2020

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2020 STATE HOMELAND SECURITY **GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 5**

I.	AGREEMENT	REGARDING	THE	USE	OF	FEDERAL	HOMELAND	SECURITY	GRANT	FUNDS	TO
	SUPPORT RE										

SU	PPC	ORT REGIONAL SET-ASIDE PROJECTS
A.		roduction e following facts are understood and agreed to by all parties:
		The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF KENT, the Northwest Hills Council of Governments (Fiduciary) and the Region 5 Regional Emergency Planning Team (Region 5 REPT).
	2.	DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2020 State Homeland Security Grant Program (SHSGP), Award No. EMW-2020-SS-pending. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
	3.	The DEMHS Advisory Council, through its Homeland Security Working Group, has approved the allocation formula for grant funds available under the SHSGP;
	4.	DESPP/DEMHS is <u>retaining</u> pass-through funds from 2020 SHSGP in the total amount of \$1,654,801 on behalf of local units of government, for the following eight regional set-aside projects designed to benefit the state's municipalities:
		 a. Regional Collaboration: b. Enhancing Information and Intelligence Sharing and cooperation with Federal Agencies, including DHS; c. Addressing Emergent Threats; d. Capitol Region Metropolitan Medical Response System- MMRS; e. Medical Preparation and Response: and f. Citizen Corps Program; g. Enhancing Cyber Security; and, h. Enhancing Protection of Soft Targets and Crowded Places
	 5. 6. 	
	•	SHSGP regional allocations made through the Region 5 REPT and not included in the set-aside projects. in the amount of \$382,156.80 for Region 5 which will be made available to the jurisdictions in Region 5 in the manner recommended by the Region 5 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.
B.		rpose of Agreement
C.	for de: SA Th	enter into Part I of this MOA authorizing the SAA to act and allowing the SAA to retain and administer grant and provided under 2020 SHSGP for the eight regional set-aside projects listed above, and also The Northwest Hills Council of Governments to provide the financial and programmatic oversight scribed below. A and TOWN OF KENT Responsibilities. e SAA agrees to administer the SHSGP grant funds of \$1,654,801 in furtherance
		the eight regional set-aside projects listed above. DWN OF KENT agrees to allow the SAA to provide financial and programmatic
		agrees to allow the SAA to provide financial and programmatic ersight of the \$1,654,801 for the purpose of supporting the allocations and uses of funds under the

TOWN OF KENT	2020 HSGP Omnibus MOA
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2020 SHSGP consistent with the 2020 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. TOWN OF KENT agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the eight regional set-aside projects listed above.

D.	Northwest Hills Council	of Governments & T	OWN OF KEN	T	Responsibilities.
	TOWN OF KENT	also agrees	to allow the I	Northwest Hills Cou	incil of Governments to
	provide financial and princluded in the eight remunicipalities in DEMHS approved bylaws. Such the REPT and DEMHS.	ogrammatic oversight og gional set-aside proje Region 5 and recomm	of the Federal cts in the am ended through	Fiscal Year 2020 ount of \$382,156.6 the Region 5 REP	regional allocation not 30 targeted to member T in accordance with its

II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS

A. Introduction

The following facts are understood and agreed to by all parties:

- The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut
 Department of Emergency Services and Public Protection (DESPP), including the Division of
 Emergency Management & Homeland Security (DEMHS), the municipality of
 TOWN OF KENT
 _____, the Northwest Hills Council of Governments (Fiduciary),
 and the DEMHS Region 5 Regional Emergency Planning Team (Region 5 REPT).
- 2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
- 3. TOWN OF KENT has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of TOWN OF KENT , the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
- 4. The parties also agree that TOWN OF KENT may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2020 grant funds, as approved by the Region 5 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 5 REPT.
- 5. The Region 5 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
- 6. The Northwest Hills Council of Governments (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 5 for Federal Fiscal Year 2020.
- B. Purpose.

DESPP/DEMHS, the Region 5 REPT, Northwest Hills Council of Governments (Fiduciary), and TOWN OF KENT, enter into Part II of this MOA regarding asset(s) for which TOWN OF KENT agrees to be the custodial owner, and which are described in the approved 2020 Subgrant Application and will be added to this MOA as Appendix A.

- C. Agreements and Responsibilities of the Parties.
 - 1. Definitions.

As used in this MOA:

- The term "authorized training" means training that is authorized by DESPP/DEMHS.
- The term "custodial owner" means a political subdivision or tribe that has agreed to accept title
 and responsibility for the asset(s), subject to possible redeployment under the terms outlined in
 Paragraph C(4) below.
- 2. Responsibilities of DESPP/DEMHS and Northwest Hills Council of Governments (Fiduciary)

In its role as SAA, DESPP/DEMHS will subgrant funds to Northwest Hills Council of Governments which, as the Region 5 Fiscal Agent, will procure the asset(s) listed in their approved Subgrant Application (which will be added to Appendix A).

3.	The TON App boot that RE	pendix A. e parties agree that decisions regarding the placement of regional assets in WN OF KENT may be made after the execution of this agreement and that pendix A shall be completed accordingly. TOWN OF KENT agrees to be und by the terms of this agreement for any asset added to Appendix A. The parties also agree at Appendix A must be signed by the DEMHS Deputy Commissioner, the chair of the Region 5 PT, and the Chief Executive Officer, or his/her designee, of WN OF KENT	
4.	TO	sponsibilities of Custodial Owner WWN OF KENT understands that it is the Custodial Owner, on behalf of itself the Region, of the asset(s) which will be added to Appendix A, as may be amended pursuant to ragraph C(4) above As Custodial Owner, TOWN OF KENT agrees	
	a.	To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;	
	b.	To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of TOWN OF KENT 's municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;	
	С	To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DESPP/DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DESPP/DEMHS;	
	d.	To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;	
	е	To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DESPP/DEMHS as requested;	
	f.	To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner other property, and to provide that inventory to DESPP/DEMHS as requested.	's
	g.	To maintain all necessary insurance regarding the asset(s) and their use;	
	h.	To cooperate with any state or federal audit of the asset(s) and/or their use;	
	i.	To abide by the bylaws and/or procedures established under any applicable State of Connecticular regional plan;	t
	j.	That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;	
	k.	That all maintenance and operations of the asset(s) by TOWN OF KENT	all

5. Responsibilities of the REPT.

All personnel or agents of TOWN OF KENT

The Region 5 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), TOWN OF KENT is furthering regional collaboration and mutual aid on behalf of all of the members of Region 5.

or repair services in connection with these asset(s) shall be fully qualified and authorized or

shall maintain trained personnel available to transport and supervise the operation of the asset(s).

conform to the manufacturer's recommendations. If appropriate, TOWN OF KENT

permitted under federal, state, and local laws to perform such services.

performing any maintenance

6. Assignment of Asset(s).

If <u>TOWN OF KENT</u> does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DESPP/DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DESPP/DEMHS will provide 60 days' notice before re-assigning the asset.

III. GENERAL TERMS OF AGREEMENT APPLICABLE TO ALL PARTS OF THIS MEMORANDUM OF AGREEMENT

A. Effective Date.

The terms of this agreement will become effective when all parties have executed it.

B. Authority to Enter Agreement.

DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the DESPP/DEMHS pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The Municipality of TOWN OF KENT is authorized to enter into this agreement through its Chief Executive Officer, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

C. Duration of Agreement.

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by the SAA, giving TOWN OF KENT written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

D. Amendment of the Agreement.

This agreement may be modified upon the mutual written consent of the parties.

E. Litigation.

The Parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this MOA before referring the matter to any other person or entity for settlement. The Parties agree that any disputes under Part II, Paragraph C.6 shall be resolved by DEMHS. The Parties also agree that the sole and exclusive means for the presentation of any claim against the State, including the SAA, arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Parties further agree not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

F. State Liability.

The Parties agree to indemnify and hold harmless the State of Connecticut with regard to the activities described within this MOA, and recognize that the State does not waive its right to sovereign immunity with regard to any provision of this MOA. The State of Connecticut assumes no liability for funding under the terms of this MOA until TOWN OF KENT, through the Region 5 REPT, is notified by the SAA that this MOA has been approved and executed by DEMHS and by any other applicable state agency.

G. Confidential Information

- a) Confidential Information: Any name, number or other information 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, 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 fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DESPP/DEMHS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- b) Confidential Information Breach: Generally, an instance where an unauthorized person or entity accesses 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, or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

H. Audit Compliance.

If TOWN OF KENT	_ through the Region 5 REPT, agrees to serve as a host or
custodial owner of equipment pu TOWN OF KENT	rchased with the grant funds referenced in this MOA, then must comply with the Federal Single Audit Act of 1984, P.L.
98-502 and the Amendments of	1996, P.L. 104-156 and with the Connecticut Statutes §7-396a
and 396b, and the State Single Appromulgated thereunder. TOWN OF KENT	Audit Act § 4-230 through 236 inclusive, and the regulations
	agrees that all fiscal records, if any, pertaining to the projects
shall be maintained for a period MOA. Such records will be mad	of not less than three (3) years from the date of the signing of this le available to state and/or federal auditors upon request.

I. Lobbying, Debarment, and Suspension.

TOWN OF KENT commits to compliance with the requirements under 28 CFR Part 66 (Uniform Administrative Requirements for Grants to States); 28 CFR Part 69, New Restrictions on Lobbying: 28 CFR Part 67, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug Free Workplace (Grants): Office of Management and Budget (OMB) Circular A-87, addressing cost principles for grants to state

and local governments, 28 CFR Part 70 (Common Rules for Administrative Requirements for Grants to Non-Profits); OMB Circulars A-122 and A-21 addressing Cost Principles for Grants to Non-Profit Entities and requirements included in the Department of Homeland Security Office of Grants and Training Financial Guides.

J. Executive Orders.

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree and abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. TOWN OF KENT consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to the provision of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 adopting a zero tolerance policy for workplace violence, and as such, this contract may be cancelled terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part thereof. The parties agree to abide by such Executive Order. The contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service. This contract may also be subject to Executive Order No. 14 and Executive Order No. 49. Exective Order of Governor M. Jodi Rell, promulgated April 17, 2016, concerning procurement of cleaning products and services. Excutive 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.

K. Non-Discrimination Clause.

In accordance with Public Act 88-351, the Town agrees and warrants that, (a) For the purposes of this section, "minority business enterprise" means any small grantee or supplier of materials fifty-one percent or more of the capital stock, if any, or asset(s) of which is owned by person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sect. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of the section, "Commission" means the Commission on Human Rights and Opportunities For purposes of this section, "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway, or other changes or improvements in real property, or which is financed in whole or in part by the State, including but not limited to, matching expenditures, grants, loans, insurance or guarantees. The Town agrees and warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group or persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.

The Town further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability. including, but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved; the Town agrees, in all solicitations or advertisements for employees placed by or on behalf of the Town, to state that it is an "affirmative action - equal opportunity employer" in accordance with the regulations adopted by the Commission: the Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract of understanding and each vendor with which Town has a contract of understanding, a notice to be provided by the Commission advising the labor union of workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Town agrees to comply with each provision of this section and Conn. Gen. Stat. Sect. 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sect. 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; the Town agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission, permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the Town agrees and warrants that he will make good faith efforts to employ minority business enterprises as subgrantees and suppliers of materials on such public works project.

Determination of the Town's good faith efforts shall include but shall not be limited to the following factors: The Town's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

The Town shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The Town shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation or a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer, unless exempted by regulations or orders of the Commission. The Town shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Conn. Gen. Stat. Sect. 47a-56, as amended by Section 5 of Public Act 89-253; provided, if such Town becomes involved in, or is threatened with litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation prior thereto to protect the interest of the State and the State may so enter.

The Town agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Pursuant to Public Act 89-227, as amended, as of January 1, 1991, no agency of the State of Connecticut may purchase new products packaged in or composed in whole or part of polystyrene foam if such foam is manufactured using chlorofluorocarbons (CFC). Manufacturers are required by the Act to provide information regarding the CFC content of polystyrene foam used in such products or packaging to any person selling the product who requests such information. By submitting an offer to sell to or accepting an order from the State of Connecticut the vendor certifies that no CFC are used in the manufacture of polystyrene foam contained in such products or packaging.

L Non-discrimination on the Grounds of Sexual Orientation.

- 1. The Town agrees/warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
- 2. The Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract or understanding and each vendor with such Town has a contract or understanding and each vendor with which such Town or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Town's commitments under this section, and to post

copies of the of the notice in conspicuous places available to employees and applicants for employment;

- 3 The Town agrees to comply with each provision of this Section and Sections 46a-68f of the General Statutes and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the General Statutes:
- 4. The Town agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and Section 46a-56 of the General Statutes.
- 5. The Town shall include the provisions of paragraph (1) of this addendum in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such actions with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Section 46a-56 of the General Statutes; provided, if such Town becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

M. Points of Contact.

lame & Title: Deputy Commissioner F	Regina Y. Rush-Kittle
Address: 1111 Country Club Road, Mi	ddletown, CT 06457
Emails: regina.rush-kittle@ct.gov	Phone: 860-685-8531
and rita.stewart@ct.gov	Fax: 860-685-8902
2. The Point of Contact (Please fill in the following fields)	for TOWN OF KENT
Name & Title: Jean Speck	
Address: 41 Kent Green Blvd., F	PO Box 678, Kent, CT 06757
Email Address:	Phone: 860-927-4627
First Selectman	Fax: 860-927-1313
Connecticut or TOWN OF KENT	nall be invalid, but the remaining terms and conditions of this
Nothing in this agreement is intended Connecticut or TOWN OF KENT with such authority, then that term shagreement shall remain in full force at NESS WHEREOF, the parties hereto	If a term of this agreement is inconsistent all be invalid, but the remaining terms and conditions of this
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By:		Date
1	Its Chair Duly Authorized Typed Name:	
	RTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/ ION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY	Date
		Date .

2020 HSGP Omnibus

TOWN OF KENT

Town of Kent Social Media Policy

Purpose

This Policy establishes mandatory use rules for the establishment and use of Social Media sites by the Town of Kent (the "Town") as a means of conveying information about the Town and its events and activities to its citizens. The Town has an overriding interest and expectation in deciding what is communicated on behalf of the Town through the use of these sites.

Definitions

For purposes of this policy, the following terms are defined:

- "Social Media" and "Social Media Sites" are understood to be content created by individuals, organizations and/or entities, using accessible, expandable, and upgradable publishing technologies, through and on the Internet.
- 2. "comments" include information, articles, pictures, videos or any other form of communicative content posted on Social Media Sites.
- 3. "Town of Kent Representative" is defined to include town employees, those volunteering on behalf of the Town of Kent, and members of boards, commissions and committees.

General

Social Media sites that may be used by the Town include Facebook, YouTube, Twitter and Instagram. The establishment and use of Town Social Media sites by any Town department are subject to approval by the First Selectman or their designee(s). Use of Social Media shall be administered by the First Selectman or their designee, and Department Heads, as detailed in this Policy. In approving the use of a Town Social Media site, a collaborative approach among the Department Heads, First Selectman and any others (IT vendor, town attorney, etc) as may be necessary, shall be used.

The Town of Kent's website at <u>www.townofkentct.org</u> will remain the Town's primary and predominant Internet presence.

Acceptable Use & Posting

Posts should demonstrate respect for the dignity of the Town, its employees, officials, citizens, and vendors. A Social Media Site is a public place, and individuals are required to exercise sound judgment, common sense, and courtesy while avoiding inappropriate conduct and comments such as name calling, profanity, and bullying.

Use of Social Media sites by the Town has three main goals:



- 1. To raise awareness about a particular issue;
- 2. To improve communication, public, and media relations;

3. To increase the reach of standard emergency communications methods.

Departments are responsible for monitoring their posts for inappropriate comments, and any inappropriate comments should be removed in accordance with this Policy, and the First Selectman notified.

When posting, in addition to those topics identified below under 'Commenting', the following, without limitation, are specifically prohibited and, are inappropriate:

- 1. Any sexual, violent, racial, ethnically derogatory material, comments, pictures, artwork, video or other reference;
- Any material that brings discredit to or may adversely affect the efficiency or integrity of the Town of Kent.

When posting keep in mind these key points:



- always exercise good judgment and demonstrate personal accountability when creating your message;
- ✓ use succinct, clear, positive phrasing, and limit the use of not and no;
- √ when posting about information that includes a deadline, use a "day, month date, year" convention (ex. "Saturday, January 15th, 2020");
- √ when adding text, stay away from using all-caps, the color red;
- ✓ use hyperlinks whenever appropriate;
- √ hyperlink back to relevant Town of Kent website page whenever possible.

Use Guidance

Guidance for the use of each site, includes but is not limited to, the following information:

- Establish the purpose for use of each site, which may include the dissemination of general information about the Town or the dissemination of information regarding a specific Town Department or Town Activity, Event or Project.
- Each Town Department will assign one employee who will be directly responsible for and creation and monitoring of content for the site.
- Town Social Media Sites should make clear that they are maintained by the Town of Kent and that they follow this Social Media Policy.
- To the extent possible, the use of Social Media sites should always link back to the Town's website for forms, documents, online services and other information necessary to conduct business with or utilize the services of the Town.

Commenting

As a public entity, Town of Kent Representatives must abide by certain standards to serve all its constituents in a civil and unbiased manner. The intended purpose behind establishing a Social Media presence is to disseminate information to residents of the Town of Kent. Comments containing any of the following inappropriate forms of content shall not be permitted and are subject to removal and/or restriction:

1. Comments not related to the business of the Town, including random or unintelligible

INTERNAL WORKING DRAFT

comments:

- 2. Violent, or pornographic content and/or language;
- Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, sexual orientation, gender, or national origin;
- 4. Threaten or defame any person or organization;
- 5. Content that is hateful or incites violence;
- Solicitation of commerce, including but not limited to advertising of any business or product for sale;
- 7. Conduct in violation of any federal, state or local law;
- 8. Encouragement of illegal activity;
- Information that may tend to compromise the safety or security of the public or public systems; or
- 10. Content that violates a legal ownership interest, such as a copyright, of any party.
- 11. Comments in support of or in opposition to political campaigns or ballot measures.

The Town of Kent has no control over a third party site's privacy policy page unless otherwise stated. The Town of Kent has no control over content, commercial advertisements or other postings produced by the Social Media site that appear on the Town of Kent Social Media site as part of the site's environment.

The Town of Kent operates and maintains its Social Media sites as a public service to provide information about Town programs, services, projects, issues, events and activities. The Town of Kent assumes no liabilities for any inaccuracies these Social Media sites may contain and does not guarantee that the Social Media sites will be uninterrupted, permanent or error-free. Although posts and comments are encouraged on the Town of Kent Social Media sites that allow posts, these sites are limited public forums and moderated by Town Staff. All posted content (comments, links, photos, etc.) must be related to discussion of Town programs, services, projects, issues, events, and activities.

Any content removed based on these guidelines must be retained by the Town for a reasonable period of time, including the time, date, and identity of the poster, when available.

A comment posted by a member of the public on the Social Media site is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by, the Town of Kent or the Department, nor do such comments necessarily reflect the opinions or policies of the Town of Kent or the Department.

The Town reserves the right to deny access to the Social Media site for any individual, who violates this Policy, at any time and without prior notice.

When a Town of Kent Representative comments or responds to a comment, in his/her capacity as a Town of Kent Representative, said comments or responses shall be made only from an official account established by the Town for such purposes. Town of Kent Representatives shall not share personal information nor post comments or responses relating to their personal life, or other Town Representatives, on Town social media sites.

All posts and comments are public records subject to public disclosure under the Freedom of Information Act.

INTERNAL WORKING DRAFT

Content monitoring and/or removal Guidance

A Department-designated coordinator is responsible for monitoring content posted by their Department to ensure adherence to this Policy. If the Department-designated coordinator discovers a comment that contains inappropriate content (as detailed in the "Comment" section above in this policy) they will:

- Document the comment by taking a screenshot(s) of the original post and entire comment thread;
- b. Remove/hide the comment;
- c. Notify the First Selectman via email, with screenshots.

Any content removed based on these guidelines must be retained by the Town for a reasonable period of time, including the time, date, and identity of the poster, when available.



If there is concern regarding content or comments, notify the First Selectman in writing (via email). They will advise the Department-designated coordinator whether or not the content or comment should be removed.

In addition to the general provisions of this Policy, the following provisions shall apply:

- 1. The Town reserves the right to restrict or remove any content that is deemed in violation of this Policy or any applicable law. Any content removed based on these guidelines must be retained by the Department's coordinator for a reasonable period of time, including the time, date and identity of the poster, when available. The Department shall follow any applicable requirements of the Town's document retention policy for retaining content.
- The Town's content requirements must be displayed to users or made available by hyperlink.
- Town Representatives representing the Town government on the respective Social Media page must conduct themselves at all times as a representative of the Town and in accordance with all Town policies.
- 4. All users of a Town of Kent social media site are also subject to the site's own privacy policy.
- 5. The Town of Kent has no control over a third party site's privacy policy page unless otherwise stated. The Town of Kent has no control over content, commercial advertisements or other postings produced by the Social Media site that appear on the Town of Kent Social Media site as part of the site's environment.
- 6. The Town of Kent operates and maintains its Social Media sites as a public service to provide information about Town programs, services, projects, issues, events and activities. The Town of Kent assumes no liabilities for any inaccuracies these Social Media sites may contain and does not guarantee that the Social Media sites will be uninterrupted, permanent or error-free.
- Although posts and comments are encouraged on the Town of Kent Social Media sites
 that allow posts, these sites are limited public forums and moderated by Town staff. All
 posted content (comments, links, photos, etc.) must be related to discussion of Town

INTERNAL WORKING DRAFT

- programs, services, projects, issues, events, and activities.
- 8. A comment posted by a member of the public on the Social Media site is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by, the Town of Kent or the Department, nor do such comments necessarily reflect the opinions or policies of the Town of Kent or the Department.
- 9. The Town reserves the right to deny access to the Social Media site for any individual, who violates this Policy, at any time and without prior notice.
- 10. When a Town of Kent Representative comments or responds to a comment, in his/her capacity as a Town of Kent Representative, said comments or responses shall be made only from an official account established by the Town for such purposes. No Town of Kent Representative making comments or responses in his or her capacity as a Town of Kent Representative shall share personal information about himself or herself, or other Town employees.
- All posts and comments are public records subject to public disclosure under the Freedom of Information Act.

Communications made through the Town of Kent Social Media sites in no way constitute a legal notice or official notice or comment to the Town of Kent. To comment about a specific Town project or program, please contact the appropriate department.

Copyright Policy

Material made available via official Town of Kent Social Media sites is the property of the Town of Kent and intended for informational purposes only. Any re-use, transmission, duplication, or distribution of any material found on an official Town of Kent Social Media site must be clearly attributed to the Town of Kent. Commercial uses of copyrighted materials found on Town of Kent Social Media sites is expressly prohibited without express written consent of the Town of Kent. Any and all trademarked or copyrighted logos or taglines may not be used for any non-governmental purpose.

This Policy may be revised at any time.



Joyce Kearns <adminassist@townofkentct.org>

Veterans Monument Security

1 message

AOcif <aocif3318@charter.net>

Thu, Aug 27, 2020 at 8:51 AM

To: "firstselectman@townofkentct.org" <firstselectman@townofkentct.org> Cc: "adminassist@townofkentct.org" <adminassist@townofkentct.org>

Rich Johnston, Frontier Engineer for the Kent area is the Contact Person you will need to obtain permission from to put the security camera on Frontier Pole# 583 located in front of the Veterans Memorial on Veterans Way. An overhead line from that camera will then be connected to a Network Video camera to a 19 inch monitor inside the Swift House. Please let me know when and if permission is granted. If approved, I will then need a key to the Swift House.

Rich's Phone# 203-575-6177, cell# 203-819-0067.

Thank you,

Andrew Ocif, Chairman Veterans Memorial Committee

Swift House Capital Improvements

Project

Immediate Exterior Projects Animal Intrusion Foundation Chimney Repointing Siding/Trim Painting: Exterior

Squirrels Damage Cracks & Holes

Soffit-Trim Rot

Subtotal

Secondary Exterior Projects Roof

Chimney Rebuilding

Trees

Parking Area

Sewer

Main Roof leaks

Trimming New Gravel Hook up

Subtotal

Squirrel Intrustion



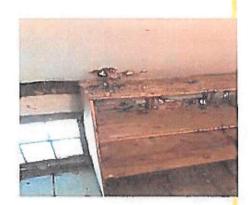
Exterior Trim Rot



Foundation



Contractor #1	E	stimate	Contractor #2	Esti	mate
o Bob Boone	\$	500.0			
o Sheldon Masonry	\$	2,250.00	o Two Brothers	\$	2,280.00
o Sheldon Masonry o Linke Painting	\$	4,700.00 4,400.00	o Advanced Construction NA	\$	4,300.00
o Linke Painting	\$	14,200.00	o Classic Painting	\$	25,000.00
	\$	25,550.00		\$	31,580.00
o Advanced Constru	•	22 950 00	NA		
o Sheldon Masonry NA NA	No Bid	32,850.00 I Yet	NA o Two Brothers	\$	16,000.00
NA					







t Capital Improvem

Project

Contractor #1

Estimate

Capital Improvements

Building-Interior

Remodel

Painting: Interior

Painting Ext

Floors

Oil Furnace

Electric Heat/Hot w Haan/Lenz

Oil tank

Marandola replace

Electric Wiring Hot Water Heater Kitchen Appliances

Apt Up

W/D install/Bth fan Haan/Lenz/Pierce

Bathrooms

Basement-

Freeze up

Attic

Subtotal

#REF!

Contractor #2

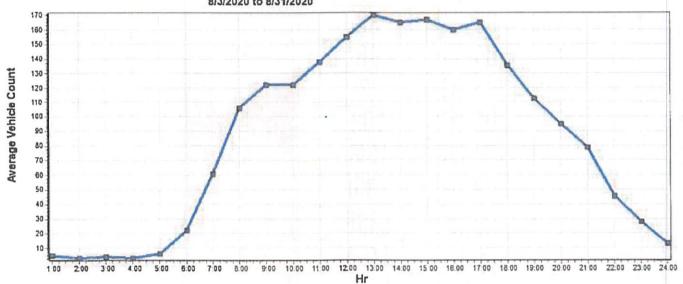
Estimate

#REF!

August 2020 South Main Street Speed Sign Data

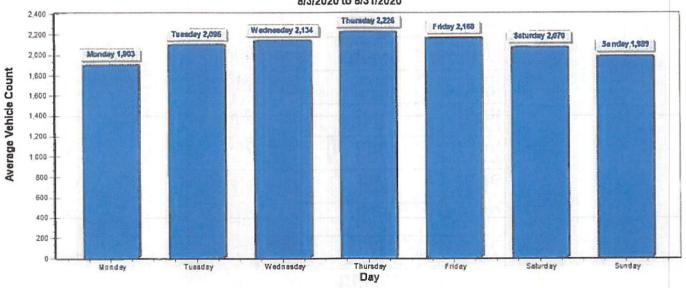
Average Vehicle Count Hourly Values

S Main (KENT, CT, USA, 06757) 8/3/2020 to 8/31/2020



Average Vehicle Count Daily Values

S Main (KENT, CT, USA, 06757) 8/3/2020 to B/31/2020



August 2020 South Main Street Speed Sign Data

Hr	Total Vehicles	Avg. Speed
00-01	55	41
01-02	27	30
02-03	42	31
03-04	33	35
04-05	68	36
05-06	271	41
06-07	703	42
07-08	1,216	40
08-09	1,351	39
09-10	1,366	39
10-11	1,454	39
11-12	1,646	39
12-13	1,825	38
13-14	1,764	39
14-15	1,800	38
15-16	1,748	38
16-17	1,652	38
17-18	1,356	40
18-19	1,145	41
19-20	941	37
20-21	763	35
21-22	471	40
22-23	276	41
23-24	127	42
	22,100	38

Treasurer's Report

BoS Meetings	BoF Meetings	Other Zoom Mtngs
8.18.20		8.14 Union Savings Bank
8.21.20		8.13 Streetscape

	July		August	
A/P Checks Issued	84	\$688,142	77	 \$81,362
Payroll	140	\$113,213	116	\$97,617
BoE Transactions	40	\$178,304	65	\$581,008
Deposits	10	\$4,042,741	5	\$853,393

Time Cards Online time card system is still in set up process

Audit The audit is scheduled for the last week of Setpember

and the first week of October

Staffing The Senior Clerk will not be able to return to in person activity

a job posting has been placed and closes on 9/15

	FY 2020	-202	21	
	Actual		Budget	% of Budget
Income	\$ 4,960,636	\$	13,535,103	36.7%
· General Government	\$ 424,973	\$	1,386,173	30.7%
∃ · Public Safety	\$ 18,996	\$	261,281	7.3%
C · Public Works	\$ 142,874	\$	1,779,817	8.0%
D · Health and Welfare	\$ 28,258	\$	117,297	24.1%
E · Recreation	\$ 18,712	\$	217,290	8 6%
· Sanitation	\$ 20,626	\$	143,292	14.4%
· Board of Education	\$ 974,652	\$	7,292,037	13.4%
I · Debt Service	\$ 43,237	\$	432,569	10.0%
· Transfer to Capital	\$ 952,847	\$	952,847	100.0%
· Transfer to Dog Fund	\$ 7,500	\$	7,500	100.0%
C · Current Year Capital Projects	\$ 945,000	\$	945,000	100.0%
Total Expense	\$ 3,577,674	\$	13,535,103	26.43%

RECEIVED FOR RECORD
KENT TOWN CLERK

2020 SEP 15 A 9 54

TOWN CI FRA