

TOWN OF KENT BOARD OF SELECTMEN

Minutes of the Special Zoom Meeting held on 8.18.20

	<u>Regular Members</u>	<u>Others</u>
Present	Y Jean C. Speck, First Selectman Y Ed Matson, Selectman Y Chris Garrity, Selectman	Darlene Brady - Town Clerk Donna Hayes - Land Use Administrator Rick Osborne - HWY Dept. Foreman Barbara Herbst - Treasurer Mike Gawel - Chair, Streetscape Committee David Becker - Emergency Management Director Suzanne Charity - Chair, Swift House Committee

#1 Call to Order

6:31 p.m.

2 - Minutes

Motion

The minutes from the 7/14/20 and the 7/17/20 meetings were provided to all members via email and were available on the Town of Kent web site.

Ed Matson Made a motion to approve both sets of minutes as presented.

Chris Garrity Seconded the motion.

Motion passed unanimously

3 - Storm Isaias

First Selectman Speck presented an overview report of Storm Isaias (appended to these minutes) which included the impact on the community and the responses of the Emergency Management Team and the Utility Companies. It was noted that the response provided by the utility companies was substandard to the point that an investigation is being opened by CT PURA (Public Utilities Regulatory Authority) of Eversource and the state's other power company, United Illuminating, at the request of Gov. Ned Lamont.

Motion

Jean Speck Made a motion to direct Town Counsel to file for Intervenor Status, on behalf of the Town of Kent, in the investigation that PURA is conducting.

Chris Garrity Seconded the motion.

Discussion

Discussion ensued and covered the following topics

- a) Purpose of Intervenor Status
- b) Cost of legal services associated with Intervenor Status

Emergency Management Director, David Becker spoke to the concern of the *Purpose of Intervenor Status* as the most effective way to give Kent residents a voice and a seat at the table in this investigation of the utility companies.

First Selectman Speck spoke to the concern of the overall cost and said she would report back to the board after discussion with Town Counsel.

Motion passed unanimously

4 - Cell Tower

First selectman Speck reported that the siting council hearing on 8/11 was continued to 9/3/20. A letter was received by KVFD that was discussed in brief and appended to these minutes.

5 - Transfer Station

Distributed with the agenda for this meeting were the following documents

- 1) brief overview of Management and responsibilities as it relates to staffing of the Transfer Station.
- 2) draft job descriptions for the Transfer Station Manager and the Transfer Station Attendant
- 3) brief overview of Transfer Station attendant Ben Brady's remuneration from hire date of March 2019 to present vs the budgeted rate for that position.

a) Staffing and job descriptions

There were no job descriptions on file for the Transfer Station positions so draft descriptions were created. First Selectman Speck requested that the Selectmen review these drafts and submit any comments or suggestions to the Administrative Assistant for inclusion in the next BoS meeting before voting to adopt these descriptions.

Brief discussion ensued regarding staffing levels, hours of operation, the needs of the community and the revenue vs expenses associated with the Transfer Station.

TOWN OF KENT

BOARD OF SELECTMEN

Continuation of the minutes of the Special Meeting held on 8.18.20

b) Pay Rate for Transfer Station Attendants

First Selectman Speck reviewed the information concerning the remuneration for Ben Brady. A summary of the information is that he was hired at less than the budgeted rate for the position, he has been receiving the same annual % increases as other employees however, he is not being paid at the rate currently budgeted for that position.

Motion

Ed Matson Made a motion to pay Ben Brady a lump sum of \$1,181.49 to compensate him for the variance in pay rates from 7/1/2019 through 8/21/20 and to pay him the budgeted rate for that position going forward..

Jean Speck

Seconded the motion.

Chris Garrity recused himself from this discussion citing his personal relationship with Ben as a conflict of interest.

Brief discussion ensued.

Both Jean and Ed voted Aye, motion passed.

6 - DEEP Initiative

First Selectman Speck summarized on a letter that was received last week from CT DEEP Commissioner Katie Dykes. Said letter is appended to these minutes.

Motion

Jean Speck

Made a motion to have the Town of Kent participate in the DEEP-Municipal Waste Reduction Initiative as outlined by Commissioner Dykes.

Ed Matson

Seconded the motion.

Motion passed unanimously

7 - Treasurer

Treasurer Barbara Herbst reviewed her report which is appended to these minutes.

8 - Selectman

a) **Ms. Speck**

The Board of Finance Chairman, Mark Sebetic, has resigned from the BoF. The BoF had already cancelled their August meeting however may need to call a Special Meeting to address the vacancy.

The Kent Town Hall is slated to be open to the public on 9/1/20 by appointment. Processes and protocols are being discussed and formulated to facilitate this.

New Milford is hosting a Hazardous waste collection day on 10.3.20, Kent has been provided with a contract to sign if participation is approved by this board. Said contract is appended to these minutes.

Jean Speck Made a motion to sign the contract and have the Town of Kent participate in the Household Hazardous Waste Collection day on 10.3.20

Motion

Chris Garrity

Seconded the motion.

Motion passed unanimously

b) **Mr. Garrity**

The **Swift House Task Force** met in the morning of 8/18 however Mr. Garrity was unable to attend. Mr. Garrity asked Suzanne Charity to present the information regarding the committee charge and to provide an update on the committee's activity.

Suzanne Charity reviewed the **Proposed Swift House Task Force Sub-Committee Charge** as submitted. Said document is appended to these minutes.

Lively discussion ensued and covered but was not limited to the following items:

- 1) How much funding is available to complete recommended maintenance and repair projects.
- 2) Who can or cannot direct spending of those funds, who engages contractors.
- 3) Priority repair of repointing the stone foundation in the rear of the building.

Motion

Chris Garrity

Made a motion to adopt the Task Force Charge as proposed.

Ed Matson

Seconded the motion.

Motion passed unanimously

TOWN OF KENT BOARD OF SELECTMEN

Continuation of the minutes of the Special Meeting held on 8.18.20

The **KVFD Finance Review Committee** was discussed in brief.

Motion

Chris Garrity Made a motion to disband the KVFD Finance Review Committee

Ed Matson Seconded the motion.

Motion passed unanimously

Selectman Garrity has met with Resident Trooper Fisher and they have been strategizing options to address the **Main Street - noise/traffic**. Trooper Fisher is formulating concepts for enforcement that will include any assistance he would need to implement a plan.

c) Mr. Matson

Mr. Matson asked Mike Gawel to update the Board on Streetscape Committee activity.

Mike Gawel read a letter that he had emailed to the Selectmen in the late afternoon. Said letter is appended to these minutes.

General discussion of the points raised ensued.

Motion

Jean Speck Made a motion to accept and move forward with the two recommendations as outlined in the letter.

Chris Garrity Seconded the motion.

Motion passed unanimously

9 - Adjournment

Chris Garrity Made a motion to adjourn the meeting.

Ed Matson Seconded the motion

Motion

Motion passed unanimously

8:51 PM

Submitted: Barbara E. Herbst, Board Clerk Pro Tempore

STORM ISAIAS INITIAL SUMMARY FOR BOS MEETING

Over the course of the afternoon and evening of Tuesday August 4th, a tropical storm impacted our community. Primarily a wind-driven event, the bulk of the storm was over by approximately 9pm. It left in its wake an entanglement of trees and wires effecting approximately 80% of our roads, and caused over 90% of residents and businesses to lose power.

Emergency Management has already begun the process of reaching out to all stakeholders for their detailed notes and observations, which will be developed using the After Action Report (AAR) national standard framework, and will be presented to the BOS in the near future. The purpose of an AAR is to conduct a deeper review of town wide response to a disaster, understand lessons learned, strengths and areas of improvement, all in order to build our community's resilience and preparedness against future disasters.

Below is a brief summary of some of the response tasks that took place:

- Completed full virtual activation of Emergency Operations Center and notified Eversource and DEMHS of such;
- Ahead of the storm arrival, Emergency Management held an initial Unified Command (UC) meeting to review storm preparations and reminded all to conduct equipment checks and ensure adequate personnel availability.
- During the storm, fire, EMS and our Resident State Trooper responded to multiple calls.
- LCD declared an Area Wide Incident, adding to the complexity of the disaster (calls were routed to be dispatched directly from the firehouse).
- Emergency Management conducted conference calls with UC each evening to recap the days' activities and tasks, troubleshoot ongoing safety concerns and prepare for the next operational period.
- Use of Veoci virtual EOC was beneficial - centralized tracking of road closures and status, and team communications.
- Everbridge notification was used to send messages to residents.
- EM stood up Twitter and FB accounts with regular posting and tweets
- EMD and DEMD were in constant communications with Eversource and Rick from pre-landfall to the last outage was restored the following week on Thursday afternoon.
- Charging stations, cooling stations were opened.
- CERT was activated through DEMHS.
- MREs and bottled water were delivered by National Guard and distributed by CERT.
- Individual responses to calls, emails, texts, fb messenger, were all followed up on throughout post-storm.
- Communications/connectivity issues and frustrations– Spectrum, ATT/Firstnet, Frontier, loss of fiber connection.
- Information from Eversource was non-existent for first 72 hours post-storm. Emergency Management established communications with Eversource Community Liaison early on – worked well together but liaison was hampered by lack of information coming from Eversource chain.

To: Ed Matson, Fire Chief

Allan Gawel, Deputy Fire Chief for Communications

From: Todd Powell

Date: August 17, 2020

RE: Commitment to Fund Communications Facility

Ed and Allan,

I have a proposal to support KVFD with funding and siting new public safety antenna installations to quickly address the public safety radio coverage problems in Kent in an environmentally compatible way.

As mentioned during a meeting with Allan a couple of weeks ago, while our group is of course supportive of public safety communications needs, we oppose the proposed cell towers on scenic Kent ridges at Bald Hill Road or Richards Road. We just do not think it is necessary to incur the environmental impact of the proposed towers because we can solve public safety coverage issues in a more environmentally friendly way. Cellular coverage (for 911 calling) can also be solved in a more environmentally friendly way that provides more coverage to more people than the proposed tower does.

I mentioned to Allan at the meeting that I would support an alternative for providing the coverage the KVFD needs, and I thought it would be helpful to send you a note so it is clear what I am proposing.

To address public safety coverage issues, I would enter into a binding agreement with the KVFD to contribute \$50,000 for the design and installation of a coverage solution for public safety communications in Kent. Based on discussions with our engineer, I believe this can be accomplished by installing one or more new utility poles strategically located around Kent to provide better public safety coverage than one cell tower would provide. It could have backup power and wireless backhaul if desired. Based on what I have heard, I believe this would be a sufficient amount of money for one location. If the full amount is not needed, the balance can be used to work on future antenna sites.

The idea would be to site the antenna(s) where it would do the most good for Kent and Kent VFD. Our engineer has determined that the Bald Hill cell tower location is not optimal for public safety communications. The attached public safety coverage map shows a hypothetical alternative on high ground that can serve both Route 341 and the Route 7 valley corridor. It is at the Albin property, but the exact location can be worked out. Yellow is coverage from Albin only (on an 80 foot pole). Dark green is coverage from 160 ft at Bald Hill. Light green is where both sites provide coverage.

We can work with our and your radio engineers to identify the best location(s) in Town with respect to existing public safety coverage, but the Albin site shows that there are opportunities to do much better than at Bald Hill.

Once a working plan is engineered to provide nearly full public safety coverage in Kent, I will work with you to raise the funds for any additional antennas at "hardened" sites per above. At present I am speaking only for myself, though I anticipate others that have been involved in opposing the towers will be glad to help in these efforts.

I believe that these antennas can be put up without Siting Council or other State involvement, so it will be a pure Town of Kent approval process and should be able to move relatively quickly given the safety

benefits for the Town.

Under the agreement, my financial and other commitments above would be triggered by the Siting Council denying approval for both towers.

What I would like in return is for the KVFD to supplement their comments to the Siting Council to let them know:

(I) that the KVFD has secured funding to mount an environmentally friendly public safety radio installation at a strategically located site, with power backup and wireless backhaul;

(II) that due to the topography of the Town of Kent, the KVFD (and I assume LCD) will be using radio, not FirstNet cell service, for emergency communications, and the FirstNet coverage obtained from the proposed less objectionable cellular facilities will still support the goal of FirstNet in providing public safety priority on the cellular network where it is available; and

(III) given the above, from a public safety perspective, the KVFD supports the small cell solution supported by the Town, as it covers all of the Kent portion of 341 East of Town (including the most dangerous lower curvy portion), as opposed to the shorter 1.5 Miles covered by the proposed towers which do not cover the curvy portion.

I see this as a positive for the KVFD no matter what the Siting Council does. If they approve a tower, public safety gets new coverage in Kent (from a less efficient location than it otherwise could). If they do not approve a tower then we kick into action and provide much-needed funding and public support to pursue maximal public safety coverage in Kent.

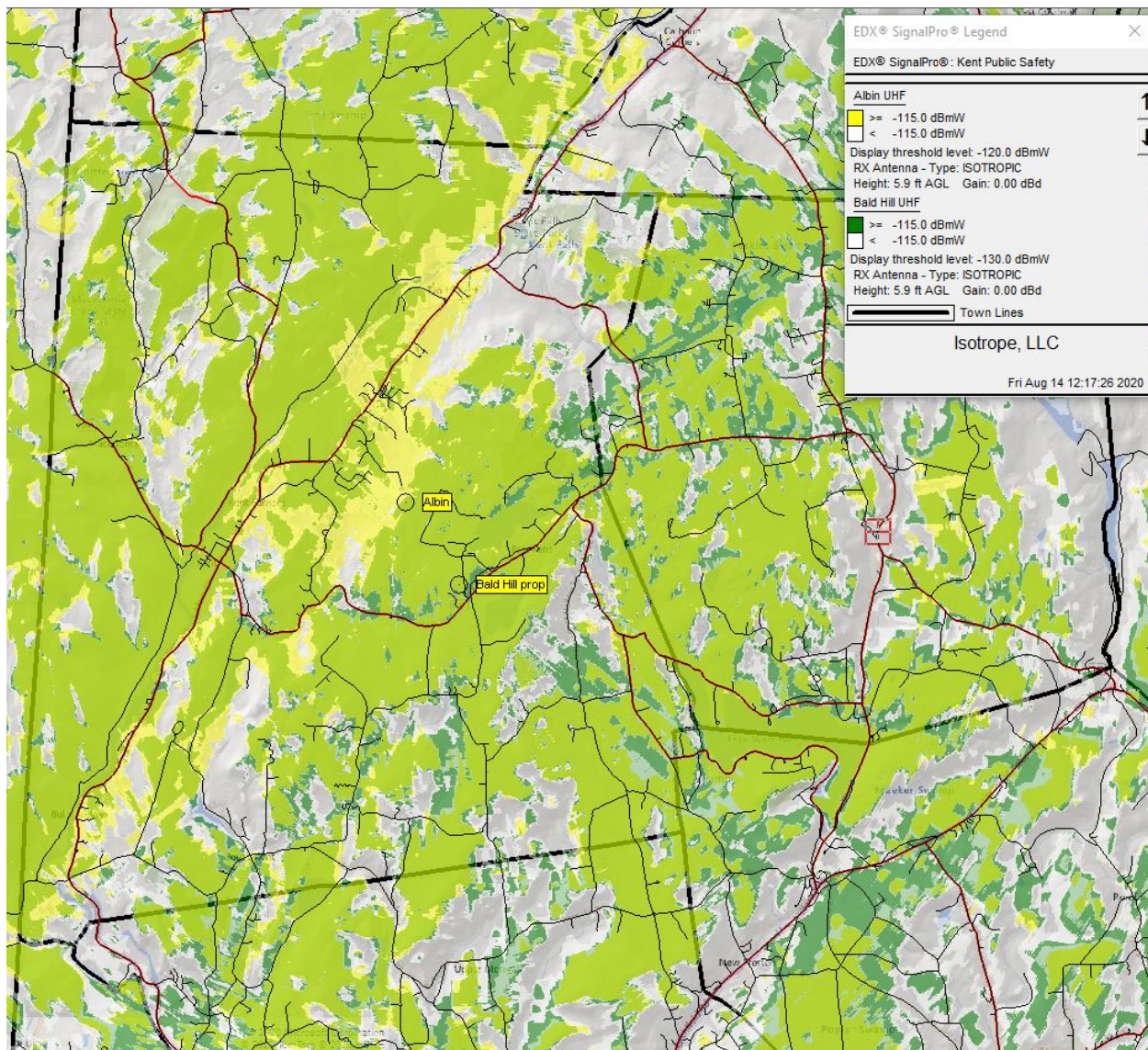
I do think there is a risk that even if the Siting Council approves a tower it may be significantly delayed or never built, as sometimes happens. This is because T-Mobile has already said in writing that they will not go on either Tower and Verizon has not indicated an interest in going on either Tower. With this in mind, as a practical matter, the KVFD may be better off with a denial of the towers and the support of the community (moral and financial) to get the job done ASAP.

I have cc'ed the First Selectman and the Town's outside counsel on this email so that they know of this proposal and can provide any comments they have. If this is of interest to the KVFD, I would love to get on the phone and talk through it, perhaps with a representative from the Town involved, so that we could quickly sign an agreement that the KVFD is comfortable with. We would need to get this done pretty quickly (Ideally by August 27th) so we could put in front of the Siting Council at the September 3rd meeting.

I think this is a great solution for rapid and full expansion of public safety coverage in Kent. It also avoids the environmental damage from the towers that so many local residents oppose.

Best,

Todd Powell



DEEP-MUNICIPAL WASTE REDUCTION INITIATIVE

The residents and businesses of Connecticut deserve a waste system that: provides reliable disposal options at an affordable and predictable cost; advances our state's leadership on sustainability; reduces adverse environmental impacts and disproportionate burden on certain communities in our state. As State and Municipal leaders, we share a vision of an equitable, sustainable, affordable waste system, and are committed to advancing innovative solutions and supporting critical services needed to achieve that goal.

Four decades ago, state and municipal leaders faced a waste system that was at a critical juncture. State and municipal leaders came together to secure investment in six waste-to-energy (WTE) facilities, which provided adequate in-state capacity to maintain our disposal self-sufficiency. Through these investments in municipal solid waste (MSW) disposal infrastructure, the state was able to close in-state MSW landfills. Since that time, Connecticut municipalities have been leaders in promoting new, innovative mechanisms for MSW disposal that advance the state's waste hierarchy—from designating recyclable items, to hosting the first commercial-scale anaerobic digester, to unit-based pricing for disposal or pay as you throw programs.

In spite of this progress, Connecticut's waste sector is once again at a critical point. In 2016 approximately 100,000 tons per year of MSW were being sent for out of state disposal. In 2018, that tonnage increased to approximately 400,000 tons. In-state WTE facilities are aging and in need of expensive upgrades and more extensive maintenance, and are generating lower revenues from electricity sales—a combination of factors that has increased tip fees at WTE facilities significantly. The closure of the Wallingford WTE facility, and now potentially the MIRA WTE facility, presents the real possibility that Connecticut will take a backward step towards increased reliance on out-of-state landfills to manage our MSW. This will put our state at the mercy of other states to accept our MSW, with negative consequences for the environment and greater volatility in disposal costs over the long term.

We believe that now is the time to take a step forward, harnessing State and Municipal innovation and collaboration to spur action and investment in new programs and services that will achieve a more affordable, equitable, and sustainable waste system for our citizens. Our collective vision is that this system will:

- Make substantial progress towards reducing several hundred thousand tons of generated MSW statewide by 2027;
- Promote opportunities for innovation, investment, and employment in Connecticut;
- Provide for predictable and (long-term) cost-effective options;
- Seek to minimize and mitigate impacts of waste infrastructure on overburdened communities.

To advance that future, we commit to working together in this initiative to accomplish the following:

1. Share experiences and lessons learned from various efforts to adopt effective waste reduction strategies;
2. Engage market participants and local stakeholders to solicit input and proposed waste reduction solutions;
3. Seek creative means to fund solutions that further our collective goal;
4. Identify and evaluate a menu of options that municipalities and the state can adopt that will help us to collectively make progress towards our goal;
5. By January 1, 2021, report on our progress and announce commitments to action in furtherance of our waste reduction vision.

We recognize that by working together, we have the potential to achieve economies of scale and send a strong signal for private investment and sector transformation. At the same time, we respect the unique needs and policy preferences of each participating jurisdiction, and the importance of flexible approaches. We recognize that each municipality can contribute in different ways, through different measures, to achieve our shared goals.

We welcome all municipal partners that would like to join us in this endeavor.

Participating Entities, as of August 11, 2020:

Town of Bethel – Matt Knickerbocker, First Selectman

Town of Durham – Laura Francis, First Selectman

CT Department of Energy & Environmental Protection – Katie Dykes, Commissioner

Treasurer's Report

8/18/2020

<u>BoS Meetings</u>	<u>BoF Meetings</u>	<u>Other Zoom Mtngs</u>
7.14.20	7.21.20	7.8 Webster Bank
		7.21 Streetscape
		7.30 Hazard Mitigation
		7.31 DOT /Streetscape

	<u>June (prelim)</u>		<u>June (final)</u>			
A/P Checks Issued	138	\$452,161	162	\$644,676	24	\$192,515
Payroll	126	\$114,123	126	\$114,123	0	\$0
BoE Transactions	114	\$658,690	146	\$708,438	32	\$49,748
Deposits	15	\$117,512	30	\$181,572	15	\$64,060

	<u>July</u>	
A/P Checks Issued	84	\$688,142
Payroll	140	\$113,213
BoE Transactions	40	\$178,304
Deposits	10	\$4,042,741

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

Audit The audit will be completed remotely this year by the auditor.
This requires electronic copies of all documents that normally would be provided during the audit.
The Junior Clerk in my office has been scanning and labeling documents to facilitate the remote audit.

Staffing The Senior Clerk is still working remotely, continuation of this process will require having a permanent Junior Clerk in my office. Alternative options are being considered.

Final numbers FY

'20	Budget surplus of	\$ 109,796
	Anticipate 6 budget transfers	\$ 54,811

FY 2020 -2021

	<u>Actual</u>	<u>Budget</u>	<u>% of Budget</u>
Income	\$ 4,088,304	\$ 13,535,103	30.2%
A • General Government	\$ 349,958	\$ 1,386,173	25.25%
B • Public Safety	\$ 16,132	\$ 261,281	6.17%
C • Public Works	\$ 79,847	\$ 1,779,817	4.49%
D • Health and Welfare	\$ 23,019	\$ 117,297	19.62%
E • Recreation	\$ 10,312	\$ 217,290	4.75%
F • Sanitation	\$ 11,453	\$ 143,292	7.99%
G • Board of Education	\$ 393,645	\$ 7,292,037	5.4%
H • Debt Service	\$ 43,237	\$ 432,569	10.0%
I • Transfer to Capital	\$ 952,847	\$ 952,847	100.0%
J • Transfer to Dog Fund	\$ 7,500	\$ 7,500	100.0%
K • Current Year Capital Projects	\$ 945,000	\$ 945,000	100.0%
Total Expense	\$ 2,832,949	\$ 13,535,103	20.93%

**CONTRACT FOR SERVICES WITH
MXI Services, Inc.
NEW MILFORD, CT HOUSEHOLD HAZARDOUS WASTE COLLECTION
ON October 3, 2020**

This contract is entered into by and between the Town of Bridgewater, the Town of Kent, the Town of New Milford, the Town of Roxbury, The Town of Sherman and the Town of Warren, Town of Washington Connecticut (*hereinafter known as "Contractees"*) with an office at the Health Department at Town Hall, 10 Main Street, New Milford, CT 06776, and MXI Environmental Services, LLC, 26319 Old Trail Road, Arbingdon, VA 24212, a corporation organized and doing business under the laws of the State of USA and (*hereinafter known as "MXI" OR "CONTRACTOR"*).

The Contractees and MXI agree as follows:

1. MXI shall have present at 2 Pickett District Rd, John Pettibone School, New Milford, CT (*the "Site"*) on October 3, 2020 from 9:00 a.m. to 3 p.m. sufficient employees and/or agents of MXI trained in the identification of all hazardous and acutely hazardous wastes (*collectively "waste"*) as necessary to handle, containerize, label, load and transport such waste out of the Town of New Milford in a manner conforming to State and Federal laws and regulations.

2. Contractees shall have representatives present at the Site on the collection day. MXI shall accept wastes for transportation from the Site and for disposal only from such individuals as are designated by representatives of the Contractees and only in such types and amounts as are approved by such representatives.

3. MXI shall be deemed to be the "generator" for the purposes of State and Federal laws and regulations of all wastes accepted by MXI at the SITE from residents of the contracting municipalities.

4. MXI shall transport all waste collected from the Site prior to 9:00 P.M. on the collection day. Such wastes shall be taken to the locations specified in MXI approved proposal, attached and made a part of this contract.

5. MXI certifies that, on the day of collection, it shall have:

(a) A valid U.S. Environmental Protection Agency identification number for generation, transportation, storage and disposal of hazardous and acutely hazardous wastes;

(b) A valid license from the State of Connecticut to generate, transport, store and dispose of hazardous and acutely hazardous wastes;

(c) A vehicle identification device for each vehicle used by MXI to transport waste away from the Site; and

(d) Liability insurance in effect for claims arising out of death or bodily injury or property damage from hazardous and acutely hazardous waste transportation, treatment, storage and disposal, including general and automobile liability and legal defense costs, in the amount of \$10 million, as evidenced by a certificate of insurance satisfactory to the Contractees and delivered to the Contractees not later than fifteen days prior to the date of collection. The municipalities of Bridgewater, Kent, New Milford, Roxbury, Sherman, Warren and Washington must be specifically listed on the certificate of insurance as additional insured.

6. Title to all wastes accepted by MXI at the Site from the Contractees residents for transport and disposal by MXI shall pass directly from such residents to MXI at the time of such acceptance. Representatives of MXI shall be responsible for the removal of all wastes from the resident's vehicles, and MXI shall be deemed to have accepted the wastes at that point.

7. MXI warrants that it understands the currently known hazards and suspected hazards which are present to persons, property and the environment by the transport, treatment, and disposal of identified wastes. MXI further warrants that it will perform all services under this agreement in a safe, efficient, and lawful manner using industry accepted practices and in full compliance with all applicable State and Federal laws and regulations.

8. MXI shall indemnify, hold harmless and defend the Contractees, its officials, employees, agents and volunteers from and against any and all liabilities, claims, penalties, fines, forfeitures, suits and the costs expenses incident thereto (*including costs of defense, settlement, and reasonable attorney's fees*) which may be alleged against the Contractees, or which the Contractees may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders caused by, arising out of, or in any manner connected with the wastes accepted by MXI on the day of collection. Prior to and after acceptance of wastes by MXI as provided by hereunder, MXI shall be liable for and indemnify the Contractees from and against any injury or loss whatever resulting from the negligent act or omission of any employee or agent of MXI or from the failure or inadequacy of any equipment of MXI, or from the violation of any federal or state statute concerning the generation, transportation or disposal of hazardous waste.

9. MXI is, and shall perform this agreement as, an independent contractor, and as such, shall have and maintain complete control over all of its employees and operations. Neither MXI nor anyone employed by it shall represent, act, and purport to act, or be deemed to be the agent, representative, employee or servant of the Contractees.

10. Neither this contract nor any rights or obligations of MXI hereunder shall be assigned without the Contractees written consent.

11. Any waiver by either party of any provision or condition of this contract shall not be construed or decreed to be a waiver of any other provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing by the party to be bound.

12. No modification of this contract shall be binding on MXI or the Contractees unless stated in writing and signed by all parties.

13. This contract shall be interpreted in accordance with the laws of the State of Connecticut. Connecticut courts will have sole jurisdiction in suits between the parties.

14. Any notice or other communication given under this contract shall be in writing and addressed or delivered to the following:

FOR:

Bridgewater, Kent,
New Milford, Roxbury
Sherman, Warren, Washington

Suzanne Von Holt
Health Department
Household Hazardous Waste Committee
Town Hall, 10 Main Street
New Milford, CT 06776

FOR

Peggy Snead
MXI Environmental Services, LLC
26319 Old Trail Road
Abingdon, VA 24212

15. The maximum set-up fee established for the collection shall be no charge. Cost for per unit waste disposal fees will be charged in addition to the set-up fee, and shall be charged at the rates set forth in the proposal date May 29, 2020, which are incorporated herein and made a part hereof. Alterations to the set-up fee, or the Proposal's per unit prices and specifications, will not be allowed after the contract is signed by all parties.

16. MXI agrees to remove all its materials and equipment from the Site and restore the Site to its original condition to the satisfaction of the Contractees before finally departing from the Site of the collection day.

17. Contractees shall be responsible for identifying the Site and the Site's owner. The Site must be suitable for the intended collection and such Site shall be subject to approval by MXI and the Connecticut Department of Environmental Protection.

18. The contract shall be signed and received by all parties no later than 30 days prior to the October 3, 2020 collection date.

19. MXI agrees to invoice New Milford as the lead community as expeditiously as possible and not later than 30 days after the collection day.

20. Terms of payment are net 60 days from the invoice date.

21. The Contractees shall have at the Site throughout the collection a representative who shall be designated by the Contractees to have control of the Site. Control includes verifying the eligibility for participation by residents, traffic control, monitoring of all aspects of operations including the choice of consolidation by pour versus lab pack, labeling the drums and non-hazardous refuse removal to an appropriate container to be provided by the Contractees (*paper, boxes, etc.*).

During the event Contractees representatives shall have the right to observe and inspect the method of packing of drums. MXI agrees that at all times the densest and most compact packing method allowable by law will be utilized in order to insure that the total number of drums utilized is minimized. It is especially crucial for cost control that lab packing of flammable liquids be minimized, and instead that the bulk packing of flammable liquids, via on site pouring, be employed. MXI shall provide sufficient or dual personnel as necessary, such that the slowness of the pouring process required for bulk liquid packing compared to the faster lab packing process does not have the effect of unduly delaying the nearby unloading of vehicles.

Protective canopies must be provided by the contractor and utilized by the contractor as needed. The contractor agrees to have available a clearly defined and detailed emergency spill response plan and procedure. A copy of the waste manifest must be provided to the Contractees before leaving the site. Final billing documents must reflect the line items in the proposal, not summations or condensations.

22. Contractees shall be responsible for any and all publicity used to promote the collection.

23. The Contractees will pay MXI for the contracted collected service. Each Contractees shall pay a portion of the collection cost as follows:

- (a) an equal share (*i.e. one-seventh*) of the set-up fee charged by MXI for the collection (*see Section 15 above*); and
- (b) a percentage of the fee charged by MXI for waste disposal that is equal to the percentage of the total vehicles participating in the collection from each contracting municipality.

24. Proof of residency in Bridgewater, Kent, New Milford, Roxbury, Sherman, Warren or Washington will be required for the vehicle to participate and recorded at the Site on the collection day by the Contractees; officials, employees agents or volunteers.

ADDITIONAL PROVISIONS

The MXI proposal dated May 29, 2020 is attached to this contract and all of its textual specifications, service descriptions, operational and disposal site guarantees are an integral component of this Contractual document.

IN WITNESS WHEREOF, the parties hereto have executed this contractual agreement by their duly authorized representative.

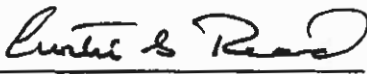
MXI ENVIRONMENTAL SERVICES

By: _____
Title: _____
Date: _____

TOWN OF ROXBURY

By: _____
Title: First Selectman
Date: _____


TOWN OF BRIDGEWATER

By: 
Title: First Selectman
Date: 8/17/20

TOWN OF SHERMAN

By: _____
Title: First Selectman
Date: _____

TOWN OF KENT

By: 
Title: First Selectman
Date: 8.19.2020

TOWN OF WARREN

By: _____
Title: First Selectman
Date: _____

TOWN OF NEW MILFORD

By: _____
Title: Mayor
Date: _____

TOWN OF WASHINGTON

By: _____
Title: First Selectman
Date: _____

Household Hazardous Waste Day

9/13/14

Volunteer Sign-up

8:00 a.m. – 10:00 a.m.			
Volunteer Name	Town	Volunteer Name	Town

10:00 a.m. – 12:00 p.m.			
Volunteer Name	Town	Volunteer Name	Town

12:00 p.m. – 3:00 p.m.			
Volunteer Name	Town	Volunteer Name	Town

Proposed Swift House Task Force Sub-Committee Charge

The Swift House Task Force appointed by the Board of Selectmen has been established to:

- **Assess and prioritize the current, mid-term, and long-term physical needs of Swift House**
- **Have supervisory responsibility over budgeted funding to undertake critically needed repairs**
- **Study options for the future use of Swift House and its surrounding area**
- **Formulate recommendations for a Swift House Action Plan to present to the Board of Selectmen**

August 18, 2010

To the Kent Board of Selectmen:

On March 16, 2020 your Board voted to form our Streetscape Building Committee ("SSBC").

This was just about four months after the contract was signed with Milone and MacBroom. We did not get formal acknowledgement of the SSBC until I sent an email to the First Selectman asking for it and our charge on April 6, 2020.

Shortly after our first meeting and now four and one-half months after the contract was signed, on April 13, 2020 we discovered that little or nothing was done as far as moving forward.

One of the two grants acceptance forms was not signed by the First Selectman.

No plans were even close to the 50% draft required to even have a preliminary walk through with DOT.

There are several other issues that have held this project up. We believe many or all of them could have been dealt with during the four and one-half month lull.

With all of this being said, it is now our belief (as well as Mike Doherty of Milone & MacBroom) that when permitting is done, we will not be able to effectively break ground this year.

The \$500,000 Main Street Improvement Grant expires on December 31, 2020. Any money toward the section from the monument to the tracks must be invoiced and paid by mid-November according to Barbara Herbst.

Therefore the SSBC has voted to recommend the following to the BOS:

- 1) Mike Doherty has provided a list of possible expenditures prior to the above deadline. We recommend the Town moves forward to complete the necessary documents and reviews, send out RFP's, and purchase any possible materials and services. There also may be others not on the list. This is in hopes of utilizing some or all of the Grant.
- 2) The SSBC also recommends that the BOS look into, designate, and prepare a space for storage of materials and staging of equipment for the sidewalk project. This may save the Town money in the long run as any contractor will likely have to rent a space and forward that cost to the Town.

More recommendations to follow.

Respectfully,

Mike Gawel
SSBC Chairman