

Board of Selectmen  
Regular Meeting

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

Present: Bruce Adams, Chris Garrity and Jeff Parkin.

Also present: Darlene Brady, Alan Gawel, John Grant, Donna Hayes, Gary Hock, Joe Manley, Leah Pullaro, Rick Osborne, Susie Rundall, Lynn Worthington and Wes Wyrick.

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

**Approval of Minutes:**

Mr. Adams made a motion to approve the following Board of Selectmen's minutes:

May 23, 2018	Special Meeting
May 30, 2018	Special Meeting
June 5, 2018	Special Meeting
June 5, 2018	Regular Meeting
June 27, 2018	Special Meeting
July 3, 2018	Special Meeting
August 10, 2018	Special Meeting

Mr. Garrity seconded the motion and the motion carried.

Mr. Garrity made a motion to approve the September 4, 2108 Board of Selectmen's minutes, as submitted. Mr. Parkin seconded the motion and the motion carried.

**Public Communication:**

**Oral:** Wes Wyrick asked for an update on the Kenico Road project. Mr. Adams reported that the road should be paved shortly. Mr. Osborne added that the blasting has been completed, the cleanup has started and the goal is to have it paved and passable prior to winter.

**Written:**

Mr. Adams stated that there were two written reports, attached:

- September 28, 2018 Senior Activities report from Lesly Ferris
- September 24, 2018 Staff Report from Donna Hayes

**Report of First Selectman:**

Mr. Adams reported on some of the things he did in the months of July – September:

**July:**

Bridge meeting  
Read D of I at Sloane for July 4  
Safety Committee  
E-Waste pick-up  
Web EOC training  
COG  
KLT to intro Chris Murphy  
Lee Palmer on Management Review  
Met with High Watch President Jerry Schwab

**August:**

Met with Veteran's Committee

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2018 OCT 11 P 2:44

BY

D. Bracey  
TOWN CLERK

Met with Teamster Union Rep  
Met with Cardinal Engineering on bridges  
Streetscape meeting  
Met with Rep Ohler and Sen. Miner  
4 pistol permit interviews  
Chris Murphy at Town Hall  
COG conference call

**September:**

Senior lunch  
KLT Barn Stabilization  
HHW in NM

Meetings covered by the BOS - Group or individual:

**July:**

BOS Special July 3

**August:**

BOS – August 10

**September:**

Kent Chamber - Bruce and Chris  
BOS – Chris and Jeff  
P&Z – Bruce  
HRRRA - Bruce  
COG - Bruce

**Police Report:**

Trooper Fisher continues to be actively involved even when not on duty. He has agreed to submit a report for the annual report in 2018. He will work on submission of a monthly report for the BOS.

**Report of Selectmen:**

Mr. Garrity had nothing to report.  
MR. Parkin had nothing to report.

**Report of Treasurer:**

Mrs. Herbst did not attend the meeting but provided a written report, attached.

Mr. Adams made a motion to approve the Town of Kent Proposed Vendor List FY '19, as submitted. Mr. Parkin seconded the motion and the motion carried.

**Tax Refunds:**

Mr. Parkin made a motion to approve the eight requests for tax refunds, as follows:

Bargonetti, Arthur and Phyllis	\$ 6.33
ACAR Leasing Ltd.	\$ 362.52
Quicken Loans, Inc.	\$ 7,140.66
Toyota Lease Trust	\$ 98.60
Honda Lease Trust	\$ 161.77

Silberman, James	\$	0.77
Silberman, James	\$	9.08
Acar Leasing Ltd.	\$	56.91

Mr. Garrity seconded the motion and the motion carried.

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

Emergency Management Director Susie Rundall reported that she attended a workshop at First Light in which dams were the key topic. She added that most of the information was the same as last years. Mrs. Rundal stated that she would be receiving updated manuals, and the communication with First Light is much improved.

Town Clerk Darlene Brady reported that she attended the Town Clerk's Annual Fall Workshop. She stated that the key topic was regarding the election. She added that there may be an issue with the absentee ballots and, therefore, photocopies of the corrected pdf'd ballot may be sent out.

**Elizabeth Street Subdivision (20 Meadow Street, Map 19, Block 13, Lot 51):**

Mr. Jack Kinney Jr. requested an easement on #6 of the Elizabeth Street Subdivision (aka 20 Meadow Street, Map 19, Block 13, Lot 51) for a small deck that encroaches on the Town drainage easement. Mr. Osborne confirmed that granting the request would not affect any issues with the catch basin because it would be far enough away. Mr. Adams made a motion to approve the request for a drainage easement of the encroachment on 20 Meadow Street, Map 19, Block 13, Lot 51, as requested by Jack Kinney Jr. Mr. Parkin seconded the motion and Mr. Adams and Mr. Parkin voted yes. Mr. Garrity recused himself.

**Building Inspector:**

Mr. Adams made a motion to accept William Jenks resignation as the Town of Kent's Building Official, with regret. Mr. Parkin seconded the motion and the motion carried.

Mr. Adams stated that based on Connecticut General Statute section 29-260, the First Selectman has the authority to appoint the building official. Bill Jenks recommends Joe Manley as his replacement. He noted that he has been assisting Bill Jenks for the past year, and he agreed to be his assistant to help with present on-going projects as well as cover for him when he is away on vacation. Joe Manley submitted a contract for the Board of Selectmen's consideration. He noted that he would agree to a one-year contract and then consider increasing the fees. Mr. Adams made a motion to appoint Joe Manley as the Town of Kent Building Inspector with the terms, as submitted, for a one-year period. Mr. Parkin seconded the motion. Mrs. Brady asked how much was budgeted for revenues and the effect that agreeing to a higher percentage would have on the budget? Mr. Adams stated that he did not know that information and never gave it a thought. Mrs. Brady stated that she had submitted a request for a review also and the two requests were being handled very differently. Mr. Adams withdrew his motion

and Mr. Parkin withdrew the second. Mr. Adams made a motion to appoint Joe Manley as the Town of Kent Building Inspector for a nine-month contract to terminate on June 30, 2019 at the requested rate of 90% with Kent's current fees. Mr. Parkin seconded the motion and the motion carried.

**Salt Usage:**

Mr. Adams stated that at the September 11, 2018 meeting Matt Starr spoke about information he had regarding federal regulations for salt and sand usage. He was asked at that meeting and via e-mail to send that information to the administrative assistant to be given to the Board of Selectmen for review. He has not produced any documentation to date. He did ask the treasurer to produce reports that reflect the salt purchased in the past four years. Mr. Garrity asked Mr. Osborne if the town is in compliance? Mr. Osborne reported that the Town is in compliance with State guidelines. Since Mr. Starr did not provide any information and did not attend the meeting, the Board agreed that, if the town is within the state guidelines, there is nothing more to discuss.

**Sewer Commission Connection fee letter:**

Mr. Adams stated that the Sewer Commission requested the Board of Selectmen's support and approval for granting the Kent Affordable Housing a fifty percent reduction for the sewer connection for phase II of the affordable housing on Maple Street Ext. Mr. Garrity made a motion to accept the Sewer Commission's request. Mr. Adams seconded the motion. Mr. Adams and Mr. Garrity voted yes. Mr. Parkin voted no. The motion carried.

**KVFD:**

Mr. Adams stated that KVFD has requested a sub-committee be created to assist the KVFD meet its financial goals. Mr. Adams made a motion to create a Financial Review Committee made up of eight members from the BOF, BOS and the KVFD. The members appointed to the sub-committee are as follows: Mark McWhinney, Mark Sebetic, Chris Garrity, Jeff Parkin, Alan Gawel, Gary Hock and Susie Rundall. The sub-committee's charge is as follows: review the financial structure of the KVFD and to make recommendations to the BOS no later than the January 2019 BOS meeting. Mr. Parkin seconded the motion and the motion carried.

**Northwest Regional Workforce Investment Board;**

Mr. Adams stated that the Northwest Regional Workforce Investment Board has drafted a new agreement and are requesting the Board of Selectmen sign the revised agreement, attached. Attorney DiBella stated that he sees no real downside to signing the agreement, e-mail attached. Mr. Garrity and Mr. Parkin asked for more information regarding the program. Mr. Parkin made a motion that the Board of Selectmen does not sign the agreement. Mr. Garrity seconded the motion. Mr. Garrity and Mr. Parkin voted yes. Mr. Adams voted no. The motion carried. Mr. Adams will ask Cathy Awward, the Executive Director, to attend next month's BOS meeting and provide additional information.



**Appointments:**

Mr. Adams made a motion to appoint Ken Johnson as an Inland/Wetland alternate to the existing term to expire on December 31, 2020. Mr. Parkin seconded the motion and the motion carried.

Mr. Adams stated that there are several other appointed positions whose terms will be expiring between October 31 and January 31, 2019. No action taken.

**Management Review:**

The Board of Selectmen agreed to warn a Special BOS Meeting on Thursday, October 18, 2018 at 6:00 p.m. to discuss the Management Review.

**Grant request form and process:**

Mr. Adams stated that he would have the treasurer send out the grant request forms. It was also suggested that the forms be posted on the website and have a link on the Selectman's newsletter.

**2018 BOS Goals:**

Mr. Garrity reported that he is still working on a location for the proposed "Town Hall meeting."

Mr. Garrity provided a statement, objective and agenda for a department head and board/commission chairmen meeting. A doodle pole with multiple dates will be sent out later this month.

**Speed signs:**

Mr. Osborne is reviewing the electronics and will install the signs when the new poles are delivered. The Board of Selectmen agreed the signs would locate at the following locations: Elizabeth Street, Carter Road, South Kent Road and Rt. 7 – North.

**Electric Car Charging Station:**

Mr. Garrity made a motion to keep the electric car charging station until it is no longer operable. Mr. Adams seconded the motion and the motion carried.

**Tax Collector written procedure:**

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

**Park and Rec Director Job Description:**

Mr. Adams read the August 28, 2018 memo from Lesly Ferris regarding the Park and Rec Director's job description. Mr. Garrity asked if the Board of Selectmen approve the job description. It was determined that the Park and Rec Commission already approved the job description and, based on the ordinance the commission, defines the duties and determines the compensation within the appropriations provided for in the budget. Park and Rec Commission member John Grant stated that the commission does not believe that the senior lunch program is part of Park and Rec. He added that there are two

parks, trails and the pool that need to be overseen. Mr. Grant stated that the commission feels the director needs to concentrate on the kids. She needs to promote the programs. Mr. Grant confirmed that the commission would like to keep salary as it would be a good investment. Mr. Grant stated that the commission made the decision based on comments made by the parents. Mr. Adams stated that he would ask the Park and Rec Commission if they would agree to hold off on removing the responsibilities of the Monday/Wednesday lunch program until the end of this fiscal year.

**Connecticut Recreational Trails Program Grant:**

Mr. Garrity made a motion to endorse the Park and Rec Commission to apply for the Connecticut Recreational Trails Program Grant. Mr. Adams seconded the motion and the motion carried.

Mr. Parkin made a motion to adjourn the meeting at 6:45 p.m. Mr. Garrity seconded the motion and the motion carried.

  
Joyce Kearns  
Administrative Assistant

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

## **AGENDA**

### **BOARD OF SELECTMEN REGULAR MEETING**

October 2, 2018  
4:30 P.M. TOWN HALL

#### **Regular Meeting**

1. **Call to order**
2. **Approval of Minutes**
  - a May 23, 2018 Special Meeting
  - b May 30, 2018 Special Meeting
  - c June 5, 2018 Special Meeting
  - d June 5, 2018 Regular Meeting
  - e June 27, 2018 Special Meeting
  - f July 3, 2018 Special Meeting
  - g August 10, 2018 Special Meeting
  - h September 4, 2018 Regular Meeting
3. **Public Communication**
  - a Oral
  - b Written
4. **Report of First Selectman**
5. **Report of Selectmen**
6. **Report of Treasurer**
7. **Tax Refunds**
8. **Employee(s) report(s) on Seminar/workshops**
9. **New Business**
  - a Elizabeth Street Subdivision (20 Meadow Street, Map 19, Block 13, Lot 51)
  - b Building Inspector
  - c Salt Usage
  - d Sewer Commission Connection fee letter
  - e KVFD meeting request and BOS representatives
  - f Northwest Regional Workforce Investment Board
  - g Appointments
10. **Old Business**
  - a Management Review
  - b Grant request form and process
  - c 2018 BOS Goals
  - d Speed signs
  - e Electric Car Charging Station
  - f Tax Collector written procedure
  - g Park and Rec Director Job Description
  - h Connecticut Recreational Trails Program Grant

# Kent Park and Recreation

Lesly Ferris, Director

P.O. Box 678

41 Kent Green Boulevard

Kent, CT 06757-0678

Telephone 860-927-1003

Fax 860-927-1313

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

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

To: Board of Selectmen

From: Lesly Ferris



Date: Sept. 28, 2018

Re: Senior Activities

The following activities took place at the Kent Senior Center during August and September 2018:

August 13 and September 10 – Adult Coloring Class  
September 7, 14, 21, 28 – Friday Senior Lunches

Also, the annual planting of bulbs in the Memory Garden at Kent Common Park took place September 21.

Thank you.



## TOWN OF KENT LAND USE OFFICE

### STAFF REPORT

DATE: September 24, 2018

FROM: Donna Hayes, CZEO

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#### Building Department:

- Permits Issued: 22 (September)
- Total Construction value: \$199,044 (September)

#### Planning & Zoning:

- Permits Issued: 5 (September)
- Certificates of Compliance Issued: 2 (September)
- Applications before the Commission: (September)
  - Applications #23-18C and #24-18SP, by High Watch Recovery Center, Inc., for 54 Carter Road (Map 14 Block 22 Lot 6); 62 Carter Road (Map 14 Block 22 Lot 7); and the 15.48-acre unimproved parcel of land (Map 14/Block 21/Lot 23, Parcel I.D. #1486) abutting the northerly line of Carter Road and the southeasterly line of 47 Carter Road, for a special permit and site plan approval for the following: Construction of two-story addition (including offices, 218-seat lecture hall and 12-bed detoxification wing) to existing administrative and clinical office building at 62 Carter Road; single story addition and kitchen expansion to dining hall at 62 Carter Road; addition of detoxification service at 62 Carter Road; increase in total residential in-patient bed count from 78 to 90 at 62 Carter Road; conducting therapeutic activities associated with the treatment of drug and alcohol addiction at 54 Carter Road; constructing driveway entrance, parking area, retaining wall and stormwater detention basin at 54 Carter Road and 62 Carter Road; constructing new septic system on Parcel I.D. #1486; and associated site work on all three parcels.
    - The application was denied due to a tied vote. The applicant has three options: appeal the decision to the Superior Court by October 30<sup>th</sup>; resubmit their application with modifications; not move forward with the plans.
  - Application #81-18C, Mark G. Smith, P.E. for MKN Property Holdings, LLC, 5 South Main Street, addition, new pumps and tanks, Map 19 Block 12 Lot 5.
    - Continued to the next meeting so that parking issues can be addressed and the actual size of the addition can be provided.
  - Patrick Hackett for Robert and Richard James, 164 Carter Road, lot line revisions, Carter Hill Subdivision II, Map 15 Block 22 Lots 14, 15, 16, 17 and 18.
    - Approved.

- Streetscape Presentation – the Commission endorsed the presentation to the Board of Selectmen.
- Application 83-18C, John E. Casey for John E. Casey, Trustee, change of use for 21 Kent Green Blvd (office to retail), Map 19 Block 42 Lot 8.
  - Approved.
- Modification to site plan application #72-07C, Housatonic Enterprises, Kent Green alternative signage program to include on 2' x 3' freestanding sign at Building 4 - 21 Kent Green Blvd.; one 3' x 4' freestanding sign and one 2.5' x 15' wall sign at Building 5 - 6 Kent Green Blvd., Map 19 Block 4 Lot 8.
  - Approved with conditions.
- Filling operation on Upper Kent Hollow Road (ongoing)

#### **Inland Wetlands:**

- Approved: September
  - Application #1176-18F, Adam Osborne for High Watch Recovery Center, LLC, 47 Carter Road, after the fact forestry operation, Map 14 Block 21 Lot 17.
  - Application #1180-18, South Kent School, 0 Bulls Bridge Road, installation of scoreboard and concrete slab for covered benches, Map 6 Block 38 Lot 2.
  - Application #1181-18, Brian Neff for James Lilly and Lily Thom, 29 Brown Road, installation of underground utilities and resurfacing of driveway with gravel, Map 11 Block 40 Lot 24.
  - Application #1182-18, Park and Recreation for Town of Kent, 42 Segar Mountain Road deposition of processed stone and wood chips around feeder pond and stream, Map 10 Block 40 Lot 9.
  - Modification to Permit #1173-18, Sabin Landscape Architects for Kenmont LLC, 200 Kenmont Road, lakefront recreation improvements; stone wall and sand terrace, stone terrace, cabana, landscaping and tree work: Modification to include increase in size of cabana and addition of a boulder rip-rap wall, Map 15 Block 22 Lot 96.
- Pending: October
  - None
- Other:
  - The Commission agreed to recommend to the Board of Selectmen the appointment of Ken Johnson as an alternate on the Inland Wetlands Commission, term to expire on December 31, 2020.

#### **Zoning Board of Appeals:**

- Approved: September
  - No applications.

#### **Architectural Review Board:**

- Pending: September
  - Representatives from MKN Property Holding, LLC, 5 South Main Street, appeared before the Board for a pre-application discussion and said that they would be submitting another application for the October meeting.
  - Application #008-18, Rick Dolson for Cynthia & Wayne Gustafson, Trustees, 21 Bridge Street, installation of sign on existing sign post and window, Map 19 Block 13 Lot 10
    - A Notice of Violation will be sent to the property and business owners as the signs were installed without proper permitting.



**VIOLATIONS:**

- Legal Issues:
  - High Watch vs TOK and BHR:
    - Briefs were submitted by both parties and we are now waiting for a determination from the court.
    - Legal fees to date: \$12,908.85
  - Birch Hill Certificate of Need
    - Closing statements were submitted to the Office of Health Strategy by both Birch Hill and High Watch. A decision has not been made as of the writing of this Staff Report; one should be made by November 4, 2018.

**OTHER:**

- I will be away on vacation starting October 12<sup>th</sup> and returning to the office on October 29<sup>th</sup>.

9/25/18

## **Treasurer Report for BoS meeting 10.02.18**

### **Revenue**

1. We received an unbudgeted PA 490 penalty revenue of \$6,956
2. Transfer Station income is at 90.9% of the budgeted amount.  
Received: \$85,472,  
Budgeted \$94,000

### **Expense**

1. The Kent Chamber of Commerce will pay 50% of the invoice mailed to them back in May for FY '18 for their agreed upon "*Contribution to the Kent Visitor Center expense*". First Selectman Adams renegotiated this amount based on actual expenses to maintain the Visitor Center.
2. Most departmental expenses to date are tracking in accordance with the % of completed FY to the % of budget for the same period. Three months in to the FY equates to 25%
3. Public Works is substantially below the 25% benchmark. Roads and Town Aid Road comprise 43% of the total amount budgeted for that department. Winter road maintenance costs are part of the amount budgeted for roads.
4. Attached is a summary actual vs budget through 9.25.18
5. Audit: Final field work commenced on 9/28/18. A draft of the audit is expected by the end of October.

**TOWN OF KENT**  
**FY '19 Actual vs. Budget**  
 July 2018 through Sept 25, 2019

	<u>Jul '18 - Jun 19</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Income</b>	<u>6,553,814.64</u>	<u>12,869,312.00</u>	<u>-6,315,497.36</u>	<u>50.93%</u>
<b>Expense</b>				
A · General Government	482,711.33	1,239,476.00	-756,764.67	38.95%
B · Public Safety	22,967.34	250,816.00	-227,848.66	9.16%
C · Public Works	172,955.77	1,650,827.00	-1,477,871.23	10.48%
D · Health and Welfare	35,212.73	101,431.00	-66,218.27	34.72%
E · Recreation	48,585.21	188,333.00	-139,747.79	25.8%
F · Sanitation	21,928.69	115,935.00	-94,006.31	18.92%
G · Board of Education	1,503,836.84	7,294,308.00	-5,790,471.16	20.62%
H · Debt Service	178,289.75	625,486.00	-447,196.25	28.5%
I · Transfer to Capital	758,700.00	758,700.00	0.00	100.0%
J · Transfer to Dog Fund	7,500.00	7,500.00	0.00	100.0%
K · Current Year Capital Projects	636,500.00	636,500.00	0.00	100.0%
<b>Total Expense</b>	<u>3,883,879.44</u>	<u>12,869,312.00</u>	<u>-8,985,432.56</u>	<u>30.18%</u>

# TOWN OF KENT Proposed Vendor List

*279 Vendors*

Vendor	FY '19 Vendor Type	Department
A-1 Communications, Inc.	Supplier	Public Works
A & J Construction	Supplier	Public Works
A Royal Flush Inc.	Service Provider	Park & Rec
Ace Hardware of Kent	Supplier	Municipal
Adams, Bruce~	Employee reimbursements	Board of Education
Adkins Printers and Stationers	Service Provider	Municipal
Administrator of Unemployment	Tax agency	Municipal
Aetna	Service Provider	Municipal
Aire Serv Heating & Cooling (MFCChiarella)	Service Provider	Municipal
Alibozak Construction LLC	Service Provider	Public Works
All Star Transportation	Service Provider	Park & Rec
Amazon	Supplier	Town Clerk
Amenia Sand & Gravel, Inc.	Supplier	Public Works
American Heritage Life Insurance Co.	Service Provider	Municipal
AMSoil	Supplier	Public Works
Anchor Engineering Serv.	Service Provider	Public Works
Apex Communications, LLC	Service Provider	Municipal
Aquarion Water Co.	Service Provider	Municipal
Aramark Uniform Services	Service Provider	Public Works
Arbor Services of CT Inc.	Service Provider	Public Restrooms
Atlas Industrial Services LLC	Service Provider	Public Works
AW Direct	Supplier	Public Works
B&B Mason Supply, LLC	Supplier	Public Works
B. Metcalf Asphalt Paving Inc.	Service Provider	Public Works
Bacher Corp. of Conn.	Supplier	Public Works
Bartlett Tree Experts	Service Provider	Public Works
Belson Outdoors LLC	Supplier	Park & Rec
Betty Mills Co. Inc	Supplier	Municipal
BL Gleason & Son, Inc.	Service Provider	Public Works
Black Book	Supplier	Tax Assessor
Blue Line Builders LLC	Service Provider	Town Hall
Brenntag Lubricants Northeast (was GH Ber	Supplier	Public Works
BSN Sports	Supplier	Park & Rec
C & C Hydraulics Inc. & Lubrication	Service Provider	Public Works
C.N. Wood of Connecticut LLC.	Supplier	Public Works
CAAO, Inc.	Associations	Tax Assessor
CACIWC	Associations	Land Use
CAMAE	Associations	Social Services
Campion Ambulance Service, Inc.	Service Provider	Municipal
Candlewood Valley Heating and Air Condit	Service Provider	Municipal
Capital One	Service Provider	Treasurer
Cardinal Engineering Assoc.	Consultant	Public Works
Carrot Top Industries Inc.	Supplier	Town Hall
CASHO, Inc.	Associations	Public Works
CAZEO	Associations	Land Use

# TOWN OF KENT Proposed Vendor List

Vendor	FY '19 Vendor Type	Department
CCM (CT Conference of Municipalities)	Associations	Municipal
CCM Services, LLC	Service Provider	Municipal
Charter Communications	Service Provider	Municipal
Chore Service	Service Provider	Municipal
CIRMA	Service Provider	Municipal
CITI - CT Information Tech Institute	Consultant	ROV
CLCC (CT Land Conservation Council)	Consultant	Conservation Commission
Clear Stream Recycling, Inc.	Service Provider	Conservation Commission
Constant Contact	Service Provider	Board of Education
COST - CT Council of Small Towns	Associations	Board of Selectmen
Cramer & Anderson	Consultant	Board of Selectmen
Credit Information Bureau, Inc.	Service Provider	Tax Collector
Cromwell Concrete Products Inc.	Supplier	Public Works
Crown Trophy	Supplier	Park & Rec.
CRPA	Associations	Park & Rec
Crystal Rock, LLC	Supplier	Municipal
CT Federation of P&Z Agencies	Associations	Land Use
CT Oil Recycling Serv	Service Provider	Transfer Station
CT State Library	Grants	Town Clerk
CT Tax Collectors' Association	Associations	Tax Collector
CT Town Clerks Association	Associations	Town Clerk
D & S Auto Repair	Service Provider	Public Works
Danbury Auto Spring & Welding	Service Provider	Public Works
Davis IGA, Inc.	Supplier	Municipal
Dept. of Revenue Services	Tax agency	Municipal
Dime Oil Co LLC	Supplier	Municipal
DMV	Tax agency	Tax Collector
Doyle's Medical Supply	Supplier	Social Services
East Coast Sign & Supply Co.	Service Provider	Public Works
East River Energy	Service Provider	Municipal
EFTPS - Electronic Federal Tax Payer Syst	Tax agency	Municipal
Emmons Tree & Landscape Services, LLC	Service Provider	Public Works
Equipment Service	Service Provider	Public Works
Everbridge Inc.	Supplier	Public Safety
Eversource	Service Provider	Municipal
Express Steel Inc.	Supplier	Public Works
Fasi, Jospeh P. Esq.	Consultant	Municipal
Fenyes Plumbing & Heating LLC	Service Provider	Municipal
Forestland Consultants, LLC	Service Provider	Public Works
Franks Garage LLC	Service Provider	Public Works
Freightliner of Hartford Inc.	Supplier	Public Works
Frontier Communications	Service Provider	Town Hall
Garsal Industries	Supplier	Public Works
GFOA	Associations	Treasurer
GFOA CT	Associations	Treasurer

# TOWN OF KENT Proposed Vendor List

Vendor	FY '19 Vendor Type	Department
Giordano Signs	Supplier	Public Works
GlowUniverse.com	Supplier	Park & Rec
GMPH & Sons, LLC	Service Provider	Municipal
GoDaddy	Consultant	Park & Rec
Grainger	Supplier	Public Works
Greener Prospects	Consultant	Land Use
Greenwoods Counseling Referral	Grants	Municipal
Greenwoods Inc.	Service Provider	Public Works
Halloran & Sage LLP	Consultant	Land Use
Hanna Transport LLC	Service Provider	Public Works
Harlem Valley Sand & Gravel. Inc.	Supplier	Public Works
Harwinton Swim - Pool Co. Inc.	Supplier	Park & Rec
Haymore Services	Service Provider	Public Safety
Home Depot Credit Services	Supplier	Town Hall
HVA - Housatonic Valley Association	Associations	Municipal
Hydraulis Direct	Supplier	Public Works
Hydro Technologies Inc.	Consultant	Public Works
HYSB - Housatonic Youth Service Bureau	Grants	Municipal
Info Quick Solutions Inc.	Service Provider	Town Clerk
Infoshred	Supplier	Town Hall
Ink Spot of Thomaston	Supplier	Conservation Commission
Innovative Municipal Products US Inc	Supplier	Public Works
International Code Council	Associations	Bldg. Dept.
Intuit	Service Provider	Treasurer
IVS LLC	Associations	ROV
Jack Farrelly Company	Supplier	Public Works
Jennings Oil Company	Supplier	Social Services
JTP Chemical Sales	Supplier	Town Hall
Katart Graphics	Service Provider	Conservation Commission
Kent Cemetery Association	Grants	Municipal
Kent Chamber of Commerce	Associations	Town of Kent
Kent Education Center and Nursery School	Grants	Municipal
Kent Glass LLC	Service Provider	Town Hall
Kent Greenhouse	Supplier	Public Works
Kent Library Association	Grants	Municipal
Kent Nursing Association	Grants	Municipal
Kent Sewer Commission	Service Provider	Municipal
Kent Station Pharmacy	Supplier	Social Services
Kiefer Swim Products	Supplier	Park & Rec
Kinsley Power Systems	Service Provider	Municipal
Kofile Technologies	Service Provider	Town Clerk
KVFD - Kent Volunteer Fire Department Inc	Grants	Municipal
KVHE	Grants	Municipal
Lake Waramaug Authority	Associations	Municipal
Lake Waramaug Interlocal Commission	Associations	Municipal



# TOWN OF KENT Proposed Vendor List

Vendor	FY '19 Vendor Type	Department
Lakeville Journal Co LLC	Service Provider	Municipal
Lawson Products	Supplier	Public Works
LeagueAthletics.Com LLC	Service Provider	Park & Rec
LHS Associates Inc	Supplier	ROV
Lindenmeyr Munroe	Supplier	Town Hall
Litchfield Area Assessors	Associations	Land Use
Litchfield County Dispatch Inc	Service Provider	Municipal
Litchfield County Tax Collector's Assoc	Associations	Tax Collector
Litchfield County Town Clerk's Associatio	Associations	Town Clerk
Litchfield Hills Probate District #24	Service Provider	Municipal
Litchfield Hills/NW Nutrition Project	Service Provider	Municipal
Literacy Volunteers on the Green	Grants	Municipal
Local Union 677	Associations	Public Works
LoRusso Corp	Supplier	Public Works
Lubri-Care Distributors of CT, Inc.	Service Provider	Public Works
Lunan's Landscaping LLC	Service Provider	KCS Playing Fields
MacMillan, Stanley Jr.	Service Provider	Public Safety
Manes, Connie	Consultant	Land Use
Medco Supply Company	Supplier	Park & Rec.
Merli Automotive	Supplier	Public Works
Metlife Small Business Center	Service Provider	Municipal
Mid County Baseball	Associations	Park & Rec.
Millard Welding Inc.	Supplier	Public Works
Modern Supply	Supplier	Public Works
Montage Enterprises, Inc.	Supplier	Public Works
Moore & More Printing	Service Provider	Social Services
Morton Salt, Inc.	Supplier	Public Works
Mountaintop Trucking	Supplier	Public Works
Mulch Seal, LLC	Supplier	Public Works
Murtha Cullina LLP	Consultant	Land Use
Nagy Bros Construction LLC	Service Provider	Public Works
NASW	Associations	Social Services
NE Teamsters Federal Credit Union	Associations	Public Works
Neopost	Service Provider	Land Use
New England Teamsters Trucking	Associations	Social Services
New Milford Printing	Service Provider	Social Services
New Pig	Supplier	Public Works
Newport Group - was Vanguard	Service Provider	Municipal
Newtown Power Equipment Inc.	Supplier	Public Works
NHCOG - Public Works Equipment	Associations	Public Works
Nicholas Tobin & Associates Insurance	Service Provider	Municipal
Norbert E Mitchell Co.,Inc.	Service Provider	Nutrition Site
Northern Safety & Industrial	Supplier	Public Works
Nutmeg International Trucks Inc	Supplier	Public Works
NW Reg Mental Health Board Inc	Associations	Municipal

# TOWN OF KENT

## Proposed Vendor List

Vendor	FY '19 Vendor Type	Department
NW Basketball League	Service Provider	Park & Rec
NW Connecticut Transit District	Associations	Municipal
NW Conservation District	Associations	Municipal
NW CT Regional Housing Council	Grants	Municipal
NW Equipment Repair LLC	Service Provider	Public Works
NWHCOG	Service Provider	Public Works
O & G Industries Inc	Supplier	Public Works
OfficeZilla	Supplier	Park & Rec
On Deck Sports	Supplier	Park & Rec
Oppenheimer - HWY & SOMMERS ONLY	Bank	Municipal
Overhead Door Company of Brookfield	Supplies	Public Works
Paine, Phyllis	Service Provider	Municipal
ParkNPool Corp	Supplier	Park & Rec
Paving Maintenance Supply	Supplier	Public Works
PBM	Service Provider	Municipal
Pension Consultants	Service Provider	Municipal
Perennial Landscapes LLC	Service Provider	Park & Rec
Planimetrics	Consultant	Land Use
Postmaster	Supplier	Municipal
Progressive	Service Provider	Social Services
Quality Data Service Inc	Service Provider	Municipal
Quality Products	Supplies	Public Works
Quill Corporation	Supplier	Municipal
RAC Diesel Service Inc.	Supplier	Public Works
Randi Frank Consulting LLC	Consultant	Municipal
Recreonics	Supplier	Park & Rec
Region One Grants Fund	Grants	Municipal
Republican American	Service Provider	Municipal
Rhode Island Novelty	Supplier	Park & Rec.
Rich's Keys & Locks	Service Provider	Public Works
Rivers Alliance of CT	Associations	Conservation Commission
ROAST LLC	Service Provider	ROV
Robert L. Hock Land Surveyors LLC	Consultant	Park & Rec
ROVAC	Associations	ROV
Ruwet Sibley Equip. Corp.	Supplier	Public Works
Rydin Decal	Supplier	Transfer Station
S & S Worldwide	Supplier	Park & Rec.
Safeguard Business Systems	Supplier	Treasurer
Safety-Kleen Systems, Inc.	Supplier	Public Works
Salisbury Bank	Bank	Municipal
Sandra E. Welwood, LLC	Consultant	Municipal
Sawing High Climbers LLC	Service Provider	Park & Rec
Schneider Corporation	Service Provider	Tax Assessor
Select Sportswear Company	Supplier	Public Works
Service One	Supplier	Nutrition Site

# TOWN OF KENT

## Proposed Vendor List

Vendor	FY '19 Vendor Type	Department
Seymour Sealing Service, Inc.	Service Provider	Public Works
SimplexGrinnell	Service Provider	Town Hall
SNODEPOT LLC	Service Provider	Public Works
Sommers, Donna E.	Service Provider	Municipal
Sportsmen's	Supplier	Park & Rec
St of CT - (Boilers/Water heater)	Tax agency	Municipal
St of CT - DEEP	Tax agency	Municipal
St of CT. Office of Education & Data Mgmt	Tax agency	Public Safety
St of CT.Dept. of Constructio (Elevators)	Tax agency	Municipal
St. of CT - Police Protection	Service Provider	Public Safety
Stamp Fulfillment Services	Supplier	Municipal
Stanton Equipment, Inc.	Service Provider	Public Works
Staples Credit Plan	Bank	Board of Selectmen
Stewart & Stevenson Power Products LLC	Supplier	Public Works
STIF - CT Short Term Investment Fund -	Bank	Municipal
Supreme Forest Products, Inc.	Service Provider	Public Works
Susan B. Anthony Project	Grants	Municipal
T&S Builders, LLC ~	Service Provider	Municipal
Target Enterprises, Inc.	Supplier	Public Works
Teamsters	Associations	Public Works
Tech Air of Canaan	Supplier	Public Works
Templeton Farm Apartments	Associations	Nutrition Site
Terminix	Service Provider	Swift House
Textile Graphics	Supplier	Park & Rec.
ThyssenKrupp Elevator	Service Provider	Town Hall
Toce Brothers, Inc.	Supplier	Public Works
Torrington Area Health District	Service Provider	Municipal
Travelers, The	Service Provider	Municipal
TRB - Teachers Retirement Board	Tax agency	Board of Education
Tree Warden's Assoc. of CT	Associations	Tree Warden
Tri-County Contractors	Supplier	Public Works
TruGreen Commercial	Supplier	Public Works
Tunxis Laboratories, LLC	P/R:Sports Official	Public Works
United States Treasury	Tax agency	Municipal
US Bank	Debt Service Provider	Debt Service
Van Valkenburg, Michael A.	Service Provider	Public Works
Verizon Wireless	Service Provider	Municipal
Virtual Town Hall Holdings, LLC	Service Provider	Town Hall
Vision Government Solutions, Inc.	Associations	Tax Assessor
VOYA ( previously ING)	Tax agency	Municipal
W.I. Clark Company	Supplier	Public Works
Washington, Town of	Associations	Municipal
Watertown Auto & Truck Parts Inc.	Supplier	Public Works
WB Case, LLC	Service Provider	Town Hall
Weantinoe Heritage Land Trust, Inc.	Associations	Public Works

# TOWN OF KENT Proposed Vendor List

<b>Vendor</b>	<b>FY '19 Vendor Type</b>	<b>Department</b>
Webster Bank	Bank	Municipal
Wells Fargo	Bank	Municipal
Winters Bros. Waste Systems of CT	Service Provider	Public Works
Wisell, Pam	Service Provider	Municipal
Women's Support Services	Grants	Municipal
Xerox Corporation	Service Provider	Municipal
YucaTech, Inc.	Service Provider	Municipal
Zee Ford Inc	Supplier	Public Works
Zwack, Inc.	Supplier	Public Works



Joyce Kearns <adminassist@townofkentct.org>

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## Easement Encroachment

1 message

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**Donna Hayes** <landuseadmin@townofkentct.org>  
To: Bruce Adams <firstselectman@townofkentct.org>  
Cc: Joyce Kearns <adminassist@townofkentct.org>

Thu, Sep 13, 2018 at 4:02 PM

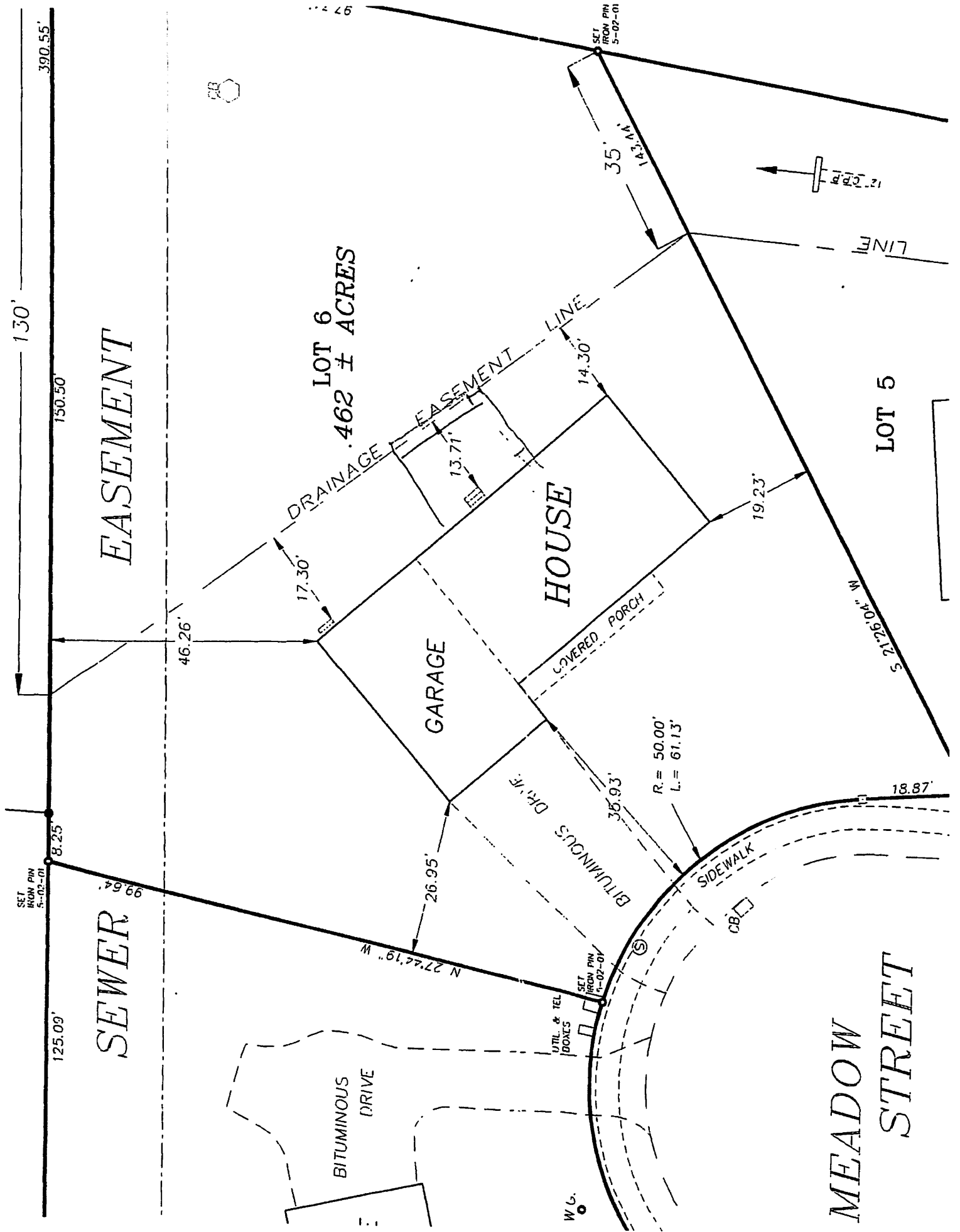
Hi Bruce,

Jack Kinney, Jr. was in regarding an drainage easement encroachment on lot #6 of the Elizabeth Street Subdivision (aka 20 Meadow Street, Map 19 Block 13 Lot 51).

From what I learned, this has to be approved by the Selectmen. Can you please add it to the October 2nd BOS monthly meeting and I will hold my approval of the zoning permit until that approval is granted.

Thanks,

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





September 7, 2018

Mr. Bruce Adams

Town of Kent 1<sup>st</sup> Selectman

Dear Bruce;

My present contract as Building Official expires on September 30, 2018.

I have had the pleasure of serving the Town of Kent as Building Official for the past 32 years however I feel it is now time to turn this position on to a new Building Official and will not be renewing my contract.

As you know Joe Manley has been covering Kent for me for the past several months. Joe and I have discussed that I will no longer be Kents Building Official and he will be submitting a proposal to you in the hopes of staying on with Kent. If you decide to have Joe Manley continue I have assured him that I would accept being his Assistant Building Inspector and help him with the present on going projects as well as cover for him when he is away on vacations.

Sincerely

A handwritten signature in black ink, appearing to read 'William Jenks', with a stylized, flowing script.

William Jenks

and the Connecticut State Fire Prevention Code. All references to the International Property Maintenance Code found within the body of the model document shall be considered null and void.

(Add) **101.4.5.1 Connecticut State Fire Safety Code.** References to the International Fire Code within the body of the model document shall be considered to be references to the Connecticut State Fire Safety Code.

(Add) **101.4.8 Electrical.** The provisions of the 2017 NFPA 70, National Electrical Code, shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

(Add) **101.4.9 Oil-burning equipment, piping and storage.** In addition to the requirements of this code, the installation of oil burners, equipment, and appliances used in conjunction therewith, including tanks, piping, pumps, control devices and accessories shall comply with NFPA 31 as adopted in the Connecticut Fire Safety and Fire Prevention Codes.

(Amd) **102.6 Existing structures.** The legal use and occupancy of any building or structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the 2015 International Existing Building Code portion of the 2018 Connecticut State Building Code or the Connecticut State Fire Safety Code.

(Amd) **102.6.1 Buildings not previously occupied.** A building or portion of a building that has not been previously occupied or used for its intended purpose in accordance with the laws in existence at the time of its completion shall be permitted to comply with the provisions of the laws in existence at the time of its original permit unless such permit has expired. Subsequent permits shall comply with the International Building Code or International Residential Code, as applicable, for new construction.

(Amd) **102.6.2 Buildings previously occupied.** The legal use and occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as specifically provided in this code or the Connecticut Fire Safety Code.

(Add) **102.6.3 Demolition of Structures.** The demolition of structures shall be regulated in accordance with the provisions of Section 3303 of this code.

(Del) **SECTION 103 – DEPARTMENT OF BUILDING SAFETY.** Delete Section 103 in its entirety and replace with the following:

(Add) **SECTION 103 – ENFORCEMENT AGENCY**

(Add) **103.1 Creation of enforcement agency.** Each town, city and borough shall create an agency whose function is to enforce the provisions of this code. The official in charge thereof shall be known as the building official.

(Add) **103.2 Appointment.** Pursuant to section 29-260 of the Connecticut General Statutes, the chief executive officer of any town, city or borough shall appoint an officer to administer this code, and this officer shall be known as the building official and referred to herein as the building official, local building official or code official.

(Add) **103.3 Employees.** In accordance with the prescribed procedures and regulations of the town, city or borough, and with the concurrence of the appointing authority, the building official

**CONTRACT FOR SERVICES  
BETWEEN TOWN AND THE CODE OFFICIAL**

**FOR APPOINTMENT OF FOUR YEARS OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2018  
IN ACCORDANCE WITH SEC. 29-260 OF THE GENERAL STATUTES OF CONNECTICUT.**

This Contract is entered into as of the 1<sup>st</sup> day of October, 2014, by and between the Town of Kent, acting herein by the First Selectman hereunto duly authorized, hereinafter known as the TOWN, and William T. P. Jenks of 439 Cornwall Bridge Road, Sharon, Connecticut, hereinafter known as JENKS.

**WITNESSETH:**

WHEREAS, JENKS has been appointed by said TOWN as the Municipal Code Official pursuant to the State Building Code, as amended by Public Act 443 of the 1969 General Assembly; and

WHEREAS, JENKS and the TOWN desire to enter into a general agreement to govern all services rendered to the TOWN by JENKS pursuant to his duties as such Code Official for said TOWN;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises herein contained, the parties do hereby mutually covenant and agree as follows:

**ARTICLE I  
STATEMENT OF SERVICES**

1. The term of this Contract shall be from the date hereof and, therefore, will be up for renewal on September 30, 2018.
2. Commencing with the date hereof, for the term of the Contract, JENKS shall perform the duties and services of a Code Official pursuant to the State Building Code, as amended as aforesaid, for said TOWN.
3. JENKS shall perform said duties and services as needed by said TOWN and shall at all times maintain sufficient tools and equipment as may be needed to perform the duties and services of said Code Official.
4. JENKS agrees that he shall diligently pursue any and all courses of instruction required of him to maintain his certification as a Code Official pursuant to the State Building Code, as amended, to the date hereof.
5. JENKS shall engage the necessary qualified assistants who shall be approved for appointment by the TOWN. JENKS shall pay the cost of said assistants.

**ARTICLE II  
PAYMENT FOR SERVICES**

1. The TOWN will pay JENKS for services rendered as the Code Official at the rate of 74% OF THE BUILDING PERMIT FEES and 74% OF THE FEE VALUE of any permit fee waived by the TOWN. The First Selectman shall be the only authorized person to waive fees.
2. Payment as aforesaid shall be made to JENKS by the TOWN only after receipt by said TOWN of a true itemized bill for services and expenses submitted by JENKS to the TOWN. Payment of each bill shall be made by the TOWN within a reasonable time from receipt of the same.
3. JENKS shall keep accurate records of his services as said Code Official and make available said records to the TOWN within ten (10) days of his receipt of a written request from the TOWN to inspect said records.
4. Building permit fees will be reviewed annually.

**ARTICLE III  
ADDITIONAL TERMS AND CONDITIONS**

1. The TOWN shall maintain appropriate insurance to secure and protect JENKS from any liability, loss and/or damage arising out of the performance of his duties and services as said Code Official in accordance with C.G.S. Sec. 29-262.
2. The TOWN shall provide office space for JENKS for the performance of his duties and services as the Code Official.
3. The TOWN shall provide a clerk to JENKS for the performance of his duties.
4. JENKS shall provide the forms necessary to conform with the provisions of the State Building Code and shall make the same available to the public at said TOWN office.
5. Whenever required by any Federal or State law or regulation, JENKS shall withhold such amounts as may be required by the same from payment to himself and his employees for his services and JENKS shall maintain the required workers compensation insurance.
6. The TOWN shall provide a computer and the required hardware and JENKS shall provide the required software for the KENT office.
7. A record of all building inspections will be maintained in the TOWN'S computer with back up disks.

**ARTICLE IV  
TERMINATION OF CONTRACT**

1. If JENKS at any time refuses or fails to meet the duties or perform the services required of him as the Code Official herein with reasonable promptness and diligence within said TOWN, or if JENKS fails to satisfy any standards, requirements, or conditions of the State Building Code, the TOWN may terminate this Contract following notice and hearing as contemplated by Section 29-260 CGS. The termination shall be effective as of the date and time determine by the First Selectman and shall not prejudice any claims the TOWN may have against JENKS for breach of this Contract or otherwise. Upon receipt of notice of termination, JENKS shall immediately desist from performing duties or services under this Contract.
2. This Contract may be amended at any time by mutual agreement of the parties hereto.

**IN WITNESS WHEREOF**, the TOWN and JENKS have hereunto affixed their signatures the day, month, and year first above written.

The TOWN OF KENT

By: 

Bruce Adams, First Selectman

THE CODE OFFICIAL

By: 

William T. P. Jenks

WITNESS:







Joyce Kearns <adminassist@townofkentct.org>

## Re: 2013/2014 De-icing and salt sand purchases

1 message

Barbara Herbst <treasurer@townofkentct.org>

Fri, Sep 21, 2018 at 2:31 PM

To: MATHEW STARR <mstarr03@snet.net>, Joyce Kearns <adminassist@townofkentct.org>

Hello Matt,

Pursuant to your request, please see the attached documents.

Barbara E. Herbst  
Treasurer  
Town of Kent  
860-927-0109  
[treasurer@townofkentct.org](mailto:treasurer@townofkentct.org)

On Fri, Sep 21, 2018 at 9:15 AM Mathew Starr <mstarr03@snet.net> wrote:

Good morning Barbara,

Can I get the de-icing and salt sand purchases for  
2014/2015  
2015/2016  
2016/2017  
2017/2018

If possible could you also Cc Joyce on these.

Thank you  
Mathew Starr

Sent from Matts iPhone

On Feb 20, 2015, at 15:59, Barbara Herbst <treasurer@townofkentct.org> wrote:

Please see attached report of the HWY Salt and Sand purchases for FY '13 – '14 per your request.

Also please note, there were no sand purchases in FY '13 – '14

Rick is not here for me to ask about ending inventory, if you need that information you can contact Rick directly or alternatively, let me know and I will ask him.

Barbara E. Herbst

Treasurer

Town of Kent

860-927-0109

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

**From:** MATHEW STARR [mailto:[mstarr03@snet.net](mailto:mstarr03@snet.net)]

**Sent:** Friday, February 20, 2015 3:47 PM

**To:** Bruce Adams

**Cc:** Barbara Herbst


**Subject:** 2013/2014 De-icing and salt sand purchases

Can I please get a copy of the 2013/2014 purchases like you provided in the past.

<HWY Salt and Sand FY '13 - '14.pdf>


--  
Barbara E. Herbst  
Treasurer  
Town of Kent  
[treasurer@townofkentct.org](mailto:treasurer@townofkentct.org)  
860-927-0109

**4 attachments**

 **FY 16 HWY Salt and Sand Purchases.pdf**  
13K

 **FY 15 HWY Salt and Sand Purchases.pdf**  
29K

 **FY 18 HWY Salt and Sand Purchases.pdf**  
14K

 **FY 17 HWY Salt and Sand Purchases.pdf**  
17K



4:12 PM  
09/21/18  
Accrual Basis

TOWN OF KENT  
**HWY - Salt and Sand Purchases**  
July 2017 through June 2018

Date	Name	Memo	Debit
01/25/2018	Ace Hardware of Kent	Hwy: Supplies (Ice melt)	1,039.60
02/24/2018	Ace Hardware of Kent	Multiple: supplies	984.55
01/19/2018	Harlem Valley Sand & Gravel, Inc.	Balance of Road Sand that was not encumbered at FYE	212.95
12/18/2017	Innovative Municipal Products US Inc	Hwy: 4,299 gallons promelt ultra 2000 B-Glenmont	5,502.72
01/08/2018	Innovative Municipal Products US Inc	Hwy: 4508 gallons pro melt	5,770.24
02/02/2018	Innovative Municipal Products US Inc	Hwy: 4297 gallons pro melt	5,500.16
03/01/2018	Innovative Municipal Products US Inc	Hwy: 4297 gallons pro melt	5,500.16
01/12/2018	Montage Enterprises, Inc.	Hwy: HYD Spinner motor	380.00
12/13/2017	Morton Salt, Inc.	Hwy: 204.79 tns bulk safe-t-salt	14,587.19
12/19/2017	Morton Salt, Inc.	Hwy: 138.48 tns bulk safe-t-salt	9,863.57
12/18/2017	Morton Salt, Inc.	Hwy: 65.36 tns bulk safe-t-salt	4,655.59
12/26/2017	Morton Salt, Inc.	HWY: 23.7 tns bulk safe-t-salt	1,688.15
12/22/2017	Morton Salt, Inc.	HWY: 185.89 tns bulk safe-t-salt	13,240.59
01/09/2018	Morton Salt, Inc.	Hwy: 112.81 tns bulk safe T salt	8,035.46
01/12/2018	Morton Salt, Inc.	Hwy: 111.51 tns bulk safe T salt	7,942.86
01/12/2018	Morton Salt, Inc.	Hwy: 89.97 tns bulk safe T salt	6,408.57
01/19/2018	Morton Salt, Inc.	Hwy: 159.26 tns safe T salt	11,344.09
02/09/2018	Morton Salt, Inc.	Hwy: 69.96 tns salt	4,912.03
02/08/2018	Morton Salt, Inc.	Hwy: 93.10 tns salt	6,631.51
02/12/2018	Morton Salt, Inc.	Hwy: 69.47 tns salt	4,948.35
02/12/2018	Morton Salt, Inc.	Hwy: 116.65 tns salt	8,308.98
02/05/2018	Morton Salt, Inc.	Hwy: 118.72 tns salt	8,456.43
			<u>135,913.75</u>

09/21/18  
Accrual Basis

TOWN OF KENI  
**HWY - Salt and Sand Purchases**  
July 2016 through June 2017

Date	Name	Memo	Debit
07/13/2016	Harlem Valley Sand & Gravel. Inc.	Hwy: 24.18 tns winter road sand	196.02
01/02/2017	Harlem Valley Sand & Gravel. Inc.	Hwy: winter road sand and delivery charge 326.7 tns	3,588.59
01/16/2017	Harlem Valley Sand & Gravel. Inc.	Hwy: road sand delivery	4,884.33
02/01/2017	Harlem Valley Sand & Gravel. Inc.	Hwy: winter road sand	7,159.37
06/30/2017	Harlem Valley Sand & Gravel. Inc.	Hwy: 2,500 ton of winter road sand	33,750.00
12/28/2016	Innovative Municipal Products US Inc	Hwy: 4296 gallons Promelt	5,498.88
02/01/2017	Innovative Municipal Products US Inc	Hwy: 4497 gallons pro melt	5,756.16
02/21/2017	Innovative Municipal Products US Inc	Hwy: 4297 gallons promelt	5,500.16
12/14/2016	Morton Salt, Inc.	Hwy: 128.21 lbs bulk SafeT Salt	9,668.32
12/15/2016	Morton Salt, Inc.	Hwy: 64.92 lbs bulk SafeT Salt	4,895.61
12/28/2016	Morton Salt, Inc.	Hwy: 64.80 lbs bulk SafeT Salt	4,886.57
12/27/2016	Morton Salt, Inc.	Hwy: 22.02 lbs bulk SafeT Salt	1,660.52
01/05/2017	Morton Salt, Inc.	Hwy: 43.16 tns salt	3,254.69
01/04/2017	Morton Salt, Inc.	Hwy: 43.92 tns salt	3,312.00
01/03/2017	Morton Salt, Inc.	Hwy: 21.30 tns salt	1,606.23
01/17/2017	Morton Salt, Inc.	Hwy: 46.2 tns salt	3,483.57
01/18/2017	Morton Salt, Inc.	Hwy: 23.16 tns salt	1,746.12
01/18/2017	Morton Salt, Inc.	Hwy: 96.7 tns salt	7,292.15
01/01/2017	Morton Salt, Inc.	Hwy: 47.43 tns salt	3,709.11
01/01/2017	Morton Salt, Inc.	Hwy: 158.28 tns salt	12,379.07
01/25/2017	Morton Salt, Inc.	Hwy: 95.78 tns salt	7,222.39
02/01/2017	Morton Salt, Inc.	Hwy: 67.56 tns salt	5,094.70
02/01/2017	Morton Salt, Inc.	Hwy: 24.55 tns salt	1,851.92
02/01/2017	Morton Salt, Inc.	Hwy: 44.99 tns salt	3,392.70
02/01/2017	Morton Salt, Inc.	Hwy: 68.69 salt	5,179.53
02/16/2017	Morton Salt, Inc.	Hwy: 66.36 tns salt	5,004.20
02/14/2017	Morton Salt, Inc.	Hwy: 23.28 tns salt	1,755.17
02/14/2017	Morton Salt, Inc.	Hwy: 89.90 tns salt	6,779.36
02/17/2017	Morton Salt, Inc.	Hwy: 20.98 tns salt	1,581.73
03/13/2017	Morton Salt, Inc.	Hwy: 93.8 tns safe t salt	7,073.45
03/23/2017	Morton Salt, Inc.	Hwy: 45.45 tns salt	3,427.38
			<u>172,590.00</u>

4:17 PM  
09/21/18  
Accrual Basis

**TOWN OF RENTON**  
**HWY - Salt and Sand Purchases**  
July 2015 through June 2016

<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Debit</u>
01/01/2016	Harlem Valley Sand & Gravel. Inc.	Hwy: 340.61 ton winter road sand	6,907.07
03/01/2016	Harlem Valley Sand & Gravel. Inc.	Hwy: 339.39 ton winter road sand	3,318.59
06/24/2016	Harlem Valley Sand & Gravel. Inc.	Hwy: 800 ton winter road sand	10,800.00
12/29/2015	Innovative Municipal Products US Inc	Hwy: 4,497 gal Promelt Ultra 2000 B-glenmont	5,756.16
02/11/2016	Innovative Municipal Products US Inc	Hwy: 4,498 gal Promelt Ultra 2000 B-glenmont	5,757.44
04/08/2016	Innovative Municipal Products US Inc	Hwy: 4491 gallons Promelt	5,748.48
12/01/2015	Morton Salt, Inc.	Hwy: Bulk Safe-T-Salt (135.34 STO)-Dec. 1, 2015	10,584.95
12/02/2015	Morton Salt, Inc.	Hwy: Bulk Safe-T-Salt (67.01 STO)-Dec. 2, 2015	5,240.85
12/03/2015	Morton Salt, Inc.	Hwy: Bulk Safe-T-Salt (65.01 STO)-Dec. 3, 2015	5,084.43
12/04/2015	Morton Salt, Inc.	Hwy: Bulk Safe-T-Salt (43.74 STO)-Dec. 4, 2015	3,420.91
11/30/2015	Morton Salt, Inc.	Hwy: Bulk Safe-T-Salt (110.44 STO)-Nov. 30, 2015	8,637.52
01/13/2016	Morton Salt, Inc.	Hwy: Bulk Safe-T-Salt (111.72 STO)	8,424.81
01/19/2016	Morton Salt, Inc.	Hwy: 46.91 tns safe T salt	3,537.48
01/20/2016	Morton Salt, Inc.	Hwy: 66.96 tns safe T salt	5,049.45
01/15/2016	Morton Salt, Inc.	Hwy: 93.95 tns safe T salt	7,084.77
02/17/2016	Morton Salt, Inc.	Hwy: 47.28 tns safe T salt	3,565.38
02/18/2016	Morton Salt, Inc.	Hwy: 45.36 tns safe T salt	3,420.59
02/22/2016	Morton Salt, Inc.	Hwy: 112.42 tns safe T salt - Feb. 22, 2016	8,477.59
03/24/2016	Morton Salt, Inc.	Hwy: 44.62 tns safe T salt - Mar. 24, 2016	3,364.80
03/22/2016	Morton Salt, Inc.	Hwy: 159.46 tns safe T salt - Mar. 22, 2016	12,024.87
04/08/2016	Morton Salt, Inc.	Hwy: 231.42 lbs bulk SafeT Salt	9,049.68
			<u><u>135,255.82</u></u>

4:10 PM  
09/21/18  
Accrual Basis

TOWN OF KENT  
**HWY - Salt and Sand Purchases**  
July 2014 through June 2015

Date	Name	Memo	Debit
01/05/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 399.24 ton winter road sand	5,389.78
02/02/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 437.57 ton winter road sand	5,907.24
03/03/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 24.75 ton winter road sand	334.13
03/03/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 24.65 ton winter road sand	332.78
03/03/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 24.65 ton winter road sand	332.78
03/03/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 24.38 ton winter road sand	329.13
03/03/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 25.06 ton winter road sand	338.31
03/03/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 24.04 ton winter road sand	324.54
03/03/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 23 ton winter road sand	310.50
03/03/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 23.95 ton winter road sand	323.33
03/03/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 23.22 ton winter road sand	313.47
03/03/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 22.95 ton winter road sand	309.83
03/03/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 22.75 ton winter road sand	307.13
03/03/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 22.35 ton winter road sand	301.73
03/03/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 22.85 ton winter road sand	308.48
03/03/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 23.7 ton winter road sand	319.95
03/03/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 23.95 ton winter road sand	323.33
03/20/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 25.94 ton winter road sand	340.74
03/20/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 25.3 ton winter road sand	341.55
03/20/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 25.22 ton winter road sand	340.47
03/20/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 24.74 ton winter road sand	333.99
03/20/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 24.62 ton winter road sand	332.37
03/20/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 24.5 ton winter road sand	330.75
03/20/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 23.85 ton winter road sand	321.98
03/20/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 24.75 ton winter road sand	334.13
03/20/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 24.14 ton winter road sand	325.89
03/20/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 25.1 ton winter road sand	338.85
03/20/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 24.71 ton winter road sand	333.59
03/20/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 25.09 ton winter road sand	338.72

2.10 PM  
09/21/18  
Accrual Basis

TOWN OF KENI  
HWY - Salt and Sand Purchases  
July 2014 through June 2015

03/20/2015	Harlem Valley Sand & Gravel, Inc.	Hwy: 24.35 ton winter road sand	328.73
12/18/2014	Innovative Municipal Products US Inc	Hwy: 4,299 USG Liquid Glenmont	5,502.72
01/08/2015	Innovative Municipal Products US Inc	Hwy: 4,484 gal M2000 blue-glenmont	5,739.52
02/13/2015	Innovative Municipal Products US Inc	Hwy: 4,500 gal M2000 blue-glenmont	5,760.00
03/03/2015	Innovative Municipal Products US Inc	Hwy: 4,294 gal M2000 blue-glenmont	5,496.32
11/18/2014	Morton Salt, Inc.	HWY: 90.2 ton Bulk Safe-T-Salt	6,657.67
12/19/2014	Morton Salt, Inc.	HWY: 186.69 ton Bulk Safe-T-Salt	13,779.59
12/15/2014	Morton Salt, Inc.	HWY: 23.79 ton Bulk Safe-T-Salt	1,755.94
12/15/2014	Morton Salt, Inc.	HWY: 113.46 ton Bulk Safe-T-Salt	7,166.13
01/12/2015	Morton Salt, Inc.	HWY: 94.92 ton Bulk Safe-T-Salt	7,006.04
01/06/2015	Morton Salt, Inc.	HWY: 108 ton Bulk Safe-T-Salt	6,821.28
01/16/2015	Morton Salt, Inc.	HWY: 46.19 ton Bulk Safe-T-Salt	2,917.36
01/20/2015	Morton Salt, Inc.	HWY: 117.24 ton Bulk Safe-T-Salt	7,404.88
01/21/2015	Morton Salt, Inc.	HWY: 45.28 ton Bulk Safe-T-Salt	2,859.88
01/22/2015	Morton Salt, Inc.	HWY: 71.41 ton Bulk Safe-T-Salt	5,270.77
01/23/2015	Morton Salt, Inc.	HWY: 70.35 ton Bulk Safe-T-Salt	5,192.53
01/26/2015	Morton Salt, Inc.	HWY: 69.26 ton Bulk Safe-T-Salt	5,112.08
02/05/2015	Morton Salt, Inc.	HWY: 46.12 ton Bulk Safe-T-Salt	2,912.94
02/04/2015	Morton Salt, Inc.	HWY: 45.59 ton Bulk Safe-T-Salt	2,879.46
02/10/2015	Morton Salt, Inc.	HWY: 48.79 ton Bulk Safe-T-Salt	3,081.58
02/03/2015	Morton Salt, Inc.	HWY: 22.66 ton Bulk Safe-T-Salt	1,431.21
01/30/2015	Morton Salt, Inc.	HWY: 44.65 ton Bulk Safe-T-Salt	2,820.09
02/06/2015	Morton Salt, Inc.	HWY: 45.47 ton Bulk Safe-T-Salt	2,871.89
02/07/2015	Morton Salt, Inc.	HWY: 48.47 ton Bulk Safe-T-Salt	3,061.37
02/27/2015	Morton Salt, Inc.	Hwy: Bulk Safe-T-Salt (20.87 STO)-Ticket no. 13211-Shipped 2/17	1,540.41
02/27/2015	Morton Salt, Inc.	Hwy: Bulk-Safe-T-Salt (69.84 STO)-Ticket Nos. 11643, 11647, 11653-Shipped 2/12/1	4,411.10
02/27/2015	Morton Salt, Inc.	Hwy: Bulk Safe-T-Salt (44.89 STO)-Ticket Nos. 11184 & 11185-Shipped 02/11	2,835.25
02/27/2015	Morton Salt, Inc.	Hwy: Bulk Safe-T-Salt (22.39 STO)-Ticket No. 13364-Shipped 2/18/15	1,652.60
03/03/2015	Morton Salt, Inc.	Hwy: Bulk Safe-T-Salt (95.75 STO)-Ticket Nos. 14915, 14925, 14965, 14980-Shipped	7,067.31
03/03/2015	Morton Salt, Inc.	Hwy: Bulk Safe-T-Salt (72.22 STO)-Ticket Nos. 13471, 13683, 13687-Shipped 02/18/	5,330.56
03/20/2015	Morton Salt, Inc.	Hwy: Bulk Safe-T-Salt (48.44 STO)-Ticket Nos. 16566, 16584-Shipped 03/10/15	3,575.36
03/20/2015	Morton Salt, Inc.	Hwy: Bulk Safe-T-Salt (157.37 STO)-Shipped 03/04, 03/05, 03/06, & 03/9/15	11,615.48
03/25/2015	Morton Salt, Inc.	Hwy: Bulk Safe-T-Salt (46.98 STO)-March 25, 2015	2,967.25
			<u><u>174,944.77</u></u>

September 13, 2018

Bruce Adams, First Selectman  
PO Box 678  
Kent, CT 06757

Dear Bruce,

As you know, I have been working as Bill Jenks' assistant for several months, and have become familiar with the workings of the department. It has come to my attention that Bill has given his notice of resignation. I would like to take this opportunity to submit my proposal for the job of building official for the town of Kent.

My current building official experience includes:

Town of Warren, July 2004 – present  
Town of Bridgewater, August 2004 – present  
Town of Goshen, July 2009 – June 2017

I would like to propose 90% of fees, based on Kent's current permit fee rate of \$20 for the first \$1,000 of value and \$6 for every additional thousand dollars.

Presently, I am receiving 85% of fees in the town of Bridgewater, based on a rate of \$30 for the first \$1,000 of value and \$10 for every additional thousand dollars. In Warren, I receive 85% of fees, based on a rate of \$30 for the first \$1,000 and \$8 for every additional thousand dollars.

Should the town of Kent decide to raise its permit fees, I would be willing to consider renegotiating my compensation at that time.

I hope that you will consider my experience and familiarity with Kent a prerequisite for the position. I have included a copy of the contract proposal with this letter. My contact information is below.

Thank you for your consideration.

Sincerely,



Joseph Manley

113 Above All Road  
Warren, CT 06754  
manleyj2@optonline.net  
(860) 868-9321 home  
(860) 248-1122 cell

**PROPOSAL  
CONTRACT FOR SERVICES  
BETWEEN TOWN AND THE CODE OFFICIAL**

**FOR APPOINTMENT OF FOUR YEARS OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2022  
IN ACCORDANCE WITH SEC. 29-260 OF THE GENERAL STATUTES OF CONNECTICUT.**

This Contract is entered into as of the 1<sup>st</sup> day of October, 2018, by and between the Town of Kent, acting herein by the First Selectman hereunto duly authorized, hereinafter known as the TOWN, and Joseph E. Manley of 113 Above All Road, Warren, Connecticut, hereinafter known as MANLEY.

**WITNESSETH:**

WHEREAS, MANLEY has been appointed by said TOWN as the Municipal Code Official pursuant to the State Building Code, as amended by Public Act 443 of the 1969 General Assembly; and

WHEREAS, MANLEY and the TOWN desire to enter into a general agreement to govern all services rendered to the TOWN by MANLEY pursuant to his duties as such Code Official for said TOWN.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises herein contained, the parties do hereby mutually covenant and agree as follows:

**ARTICLE I  
STATEMENT OF SERVICES**

1. The term of the Contract shall be from the date hereof and, therefore, will be up for renewal on September 30, 2022.
2. Commencing with the date hereof, for the term of the Contract, MANLEY shall perform the duties and services of a Code Official pursuant to the State Building Code, as amended as aforesaid, for said TOWN.
3. MANLEY shall perform said duties and services as needed by said TOWN and shall at all times maintain sufficient tools and equipment as may be needed to perform the duties and services of said Code Official.
4. MANLEY agrees that he shall diligently pursue any and all courses of instruction required of him to maintain his certification as a Code Official pursuant to the State Building Code, as amended, to the date hereof.
5. MANLEY shall engage the necessary qualified assistants who shall be approved for appointment by the TOWN. MANLEY shall pay the cost of said assistants.

**ARTICLE II  
PAYMENT FOR SERVICES**

1. The TOWN will pay MANLEY for services rendered as the Code Official at the rate of 90% OF THE BUILDING PERMIT FEES and 90% OF THE FEE VALUE of any permit fee waived by the TOWN. The First Selectman shall be the only authorized person to waive fees.
2. Payment as aforesaid shall be made to MANLEY by the TOWN only after receipt by said TOWN of a true itemized bill for services and expenses submitted by MANLEY to the TOWN. Payment of each bill shall be made by the TOWN within a reasonable time from receipt of the same.
3. MANLEY shall keep accurate records of his services as said Code Official and make available said records to the TOWN within ten (10) days of his receipt of a written request from the TOWN to inspect said records.
4. Building permit fees will be reviewed annually.

**ARTICLE III  
ADDITIONAL TERMS AND CONDITIONS**

1. The TOWN shall maintain appropriate insurance to secure and protect MANLEY from any liability, loss and/or damage arising out of the performance of his duties and services as said Code Official in accordance with C.G.S Sec. 29-262.
2. The TOWN shall provide office space for MANLEY for the performance of his duties and services as the Code Official.
3. The TOWN shall provide a clerk to MANLEY for the performance of his duties.
4. MANLEY shall provide the forms necessary to conform with the provisions of the State Building Code and shall make the same available to the public at said TOWN office.
5. Whenever required by any Federal or State law or regulation, MANLEY shall withhold as such amounts as may be required by the same from payment to himself and his employees for his services.
6. The TOWN shall provide a computer and the required hardware and MANLEY shall provide the required software for the KENT office.
7. A record of all building permits will be maintained in the TOWN'S computer with back up disks.

**ARTICLE IV  
TERMINATION OF CONTRACT**

1. If MANLEY at any time refuses or fails to meet the duties or perform the services required of him as the Code Official herein with reasonable promptness and diligence within said TOWN, or if MANLEY fails to satisfy any standards, requirements, or conditions of the State Building Code, the TOWN may terminate this Contract following notice and hearing as contemplated by Section 29-260 CGS. The termination shall be effective as of the date and time determined by the First Selectman and shall not prejudice any claims the TOWN may have against MANLEY for breach of this Contract or otherwise. Upon receipt of notice of termination, Manley shall immediately desist from performing duties or services under this contract.
2. This Contract may be amended at any time by mutual agreement of the parties hereto.

**IN WITNESS WHEREOF**, the TOWN and MANLEY have hereunto affixed their signatures the day, month, and year first above written.

The TOWN OF KENT

THE CODE OFFICIAL

By: \_\_\_\_\_  
Bruce Adams, First Selectman

By: \_\_\_\_\_  
Joseph E. Manley

WITNESS:

\_\_\_\_\_



	Barkhamsted	Burlington	Colebrook	Cornwall	Goshen	Harwinton	Kent	Litchfield	Morris	New Hartford	Norfolk	Roxbury	Salisbury	Sharon	Torrington	Warren	Washington	Winchester
<b>Population</b>	3664	9614	1430	1380	2891	5466	2819	8175	2279	6733	1632	2176	3618	2714	34646	1408	3452	10754
<b>Building Official</b>																		
<b>Salary</b>	49.63/hr	69,956	see below	20,000 + 30.0% of Monthly Fees	various	81,698	42.03/hr	40	10	4	30/hr	72,739	70,637	86,987	85% of permit fees	74% of permit fees		
<b>Hrs/Week</b>	12	37.5						24	4		11	35	40	35	contractor			35
<b>Yrs/Position</b>	4	1			8						1	18	23	12				19
<b>Inspector</b>																		
<b>Salary</b>		14061	90% of all permits	43,500	76% of all permits	35/hr						60,000	34,62/hr					
<b>Hrs/Week</b>		varies	varies	1	varies	20						35	37.5					
<b>Yrs/Position</b>		20+	20+		20+	.5						1	12.9					
<b>Secretary</b>			see Adm'n Asst											Senior Acct Clerk				Combined with Planning
<b>Salary</b>	49,745.00				Admin. Asst. needed	20.16 /hr	28.82			Shared with Zoning			zoning officer	\$26.99/hr				
<b>Hrs/Week</b>	32					8.5	35						18	35				
<b>Yrs/Position</b>	14					3	18						23	12, 14				
<b>Other</b>														File Clerk				
<b>Salary</b>														15.45 /hr.				
<b>Hrs/Week</b>														as needed				
<b>Yrs/Position</b>														1.5				
<b>Total # staff</b>	2	1	1	1	2	1	2	2		0.5	1	3	5					2

# NHCOG Municipal Fee Survey - 2017

Building Department Fees										
Towns	Building Permit	Certificate of Occupancy	Driveway Permit	Oil Tank Removal	Demolition Permit	Sign(s) Permit	Violation of Blighted Buildings	Re-inspection Fine	Wood Stove Permit	Electrical, Plumbing, HVAC Permit
Barkhamsted	\$10 per \$1000 of cost, plus state fee	\$10.00	\$25.00	n/a	\$10 per \$1000 of cost, plus state fee	\$25.00	n/a	n/a	\$10 per \$1000 of cost, plus state fee	\$10 per \$1000 of cost, plus state fee
Burlington	\$10.26 per \$1000	n/a	\$25.00 + applicable bond	\$10.26 per \$1000	\$10.26 per \$1000	\$10.26 per \$1000 Zoning Fees: \$0 for temporary, \$60 for Permit, \$360 for Special Permit	n/a	n/a	\$10.26 per \$1000	\$10.26 per \$1000
Canaan										
Colebrook	\$10.00 per \$1000 of cost plus state fee	\$15.00	-0-	Same as bldg. permit	Same as bldg. permit	-0-	n/a	n/a	\$50	Same as bldg. permit
Comwall	\$25 for the first \$1,000. \$7 for each add'l \$1,000	0	0	0	Same as building permit	0	n/a	n/a	Same as building permit	Same as building permit
Goshen	\$30 for first \$1,000 value of work, plus \$8 per every additional 1,000 value, or portion thereof	\$1000. File Closeout	N/A	N/A	Bldg. Permit	\$85.	N/A	N/A	See Bldg. Permit Fee	See Bldg. Permit Fee
Kent	\$20 for the first \$1,000. \$6 for each add'l \$1,000	No fee	No fee	No fee	Same as building permit	No fee	N/A	N/A	Same as building permit	Same as building permit
Hartland										
Harwinton	\$32 for first \$1,000; \$12 per each additional \$1,000 plus state fees							\$50		
Litchfield	\$10 for first \$1,000 value of work, plus \$5 per every additional value, or portion thereof	No fee	No fee	No fee	Same as building permit	\$10 for first \$1,000 value of work, plus \$5 per every additional value, or portion thereof	NA	NA	\$10 for first \$1,000 value of work, plus \$5 per every additional value, or portion thereof	\$10 for first \$1,000 value of work, plus \$5 per every additional value, or portion thereof
Morris	\$25 for first \$1,000, \$8 for ea. Addt'l \$1,000	\$25								
New Hartford										
Norfolk	.01026 x cost of	0	0	0	\$25		0	0	.01026 x cost of	.01026 x cost of

# NHCOG Municipal Fee Survey - 2017

	job – rounded to next dollar								job – rounded to next dollar	job – rounded to next dollar
North Canaan	\$25 / \$7	None			\$25 / \$7	\$25 / \$7		None	\$25 / \$7	\$25 / \$7
Roxbury	\$40 1 <sup>st</sup> \$1000 - \$11 for each add'l \$1000	n/a		n/a	\$40 1 <sup>st</sup> \$1000 - \$11 for each add'l \$1000	\$40 1 <sup>st</sup> \$1000 - \$11 for each add'l \$1000	n/a		\$40 1 <sup>st</sup> \$1000 - \$11 for each add'l \$1000	\$40 1 <sup>st</sup> \$1000 - \$11 for each add'l \$1000
Salisbury	25/7	N/A	600	25/7	25/7	85			25/7	25/7
Sharon	\$25 first \$1,000 (or part thereof) \$7/\$1000 thereafter - \$25 for just filing	N/A	N/A	Same as building	Same as building	No fee	N/A	N/A	Same as building	Same as building
Torrington	\$25 for first thousand, \$ 12 per thousand after, .26 state fee	Varies per type of job	See engineering, public works	N/A	See building permit	See building permit	Varies on type of violation	This is a fee not a fine, Rarely use, \$ 25 or \$5 per thousand ft	See MEP	\$ 45 first 2 thousand, 12 per thousand after plus state fee
Warren	\$30 for first \$1,000 value of work, plus \$8 per every additional 1,000 value, or portion thereof	N/A	N/A	\$30 for first \$1,000 value of work, plus \$8 per every additional 1,000 value, or portion thereof	\$30 for first \$1,000 value of work, plus \$8 per every additional 1,000 value, or portion thereof	N/A	N/A		\$30 for first \$1,000 value of work, plus \$8 per every additional 1,000 value, or portion thereof	\$30 for first \$1,000 value of work, plus \$8 per every additional 1,000 value, or portion thereof
Washington	\$30 for the first \$1,000 value of work, plus \$9 per every additional \$1,000 or portion there of	N/A	N/A	N/A	\$30 for the first \$1,000 value of work, plus \$9 per every additional \$1,000 or portion there of	\$30 for the first \$1,000 value of work, plus \$9 per every additional \$1,000 or portion there of	N/A	N/A	\$30 for the first \$1,000 value of work, plus \$9 per every additional \$1,000 or portion there of	\$30 for the first \$1,000 value of work, plus \$9 per every additional \$1,000 or portion there of
Winchester	\$30 first \$2000, \$15 for every 1K or part	\$30	n.a	2000 gal or less, \$35, \$75 for larger	\$200 minimum – based on value	\$30 first \$2000, \$15 for every 1K or part	\$99 per day	n/a	\$50	\$30 first \$2000, \$15 for every 1K or part

# NHCOG Municipal Fee Survey - 2017

Planning & Zoning Department Fees												
Towns	Site Plan Approval	Special Exception Permit	Zone Change	Subdivision and Re-subdivision	Appeals Fee & Application	Copy of Subdivision Regulations	Copy of Zoning Regulations	Copy of Town Plan of Development	Zoning Map	Copy of Agenda	Applications to Modify Prior approvals	Photo-copies
Barkhamsted	\$260.00	\$260.00	\$310	\$100 per lot on existing road, \$150 per lot on proposed road, plus DEEP fee	\$260.00	\$10.00	\$10.00	\$10.00	\$5.00	\$50	\$110.00	\$.50 per page
Burlington	260.00 less than ½ acre 360.00 more than ½ acre	360.00	260.00	260.00/lot existing road 260.00/100 linear feet of new road	135.00	\$10.00	10.00	10.00	5.00	0	160.00	.50/pg
Canaan												
Colebrook	\$85. + .15 per sq ft of bldg	\$300	\$300	\$300 per lot on existing / \$500 per lot on proposed road	\$300	\$15	\$18	\$15	n/a	n/a	\$50	.50 each
Cornwall		\$150	\$150	\$100 plus	\$150	\$10	\$10	\$25	\$10	0		\$50 ea
Goshen*	\$240.	\$290.	\$290.	***	\$290.	\$15.	\$15.	\$25.	\$10.	\$50	N/A	\$.50 ea
Kent	\$100*	\$250*	\$250*	\$200 on town road or private road \$360 on new road or road in need of construction (per lot)	\$170 (includes State fee of \$60)	\$0 (part of zoning regs.)	\$15			\$0	\$0	.25
Hartland												
Harwinton												
Litchfield	\$100	Residential \$150 Non-residential \$250	Boundary to become any new residential or multifamily zone \$750 Zoning Dist. Boundary Changes \$300	1-2 lots \$250 per lot More than 2 lots \$700 per lot	\$250	\$15	\$15	\$10	\$20	\$50	Special Exception approval \$100 Site Plan Approval \$100 Subdivision/Re-subdivision approval \$250	\$.50
Morris	\$70	\$140 *	\$150 per lot	\$350	\$35 **	\$35 **	\$35 **	\$35 **	\$10	.50 pg.	\$45	.50 pg.
New Hartford												
Norfolk	\$150	\$350	\$350	\$350 + \$50 per lot	\$250	\$18	\$18	\$15	-	-	\$250	\$0.50 per page
North Canaan	\$75 plus .10 Sq. ft. 1,000	\$150 in residential zone (with										

Source: Survey of NHCOG municipalities, January-April 2017

# NHCOG Municipal Fee Survey - 2017

	max	exceptions), \$200 in other zones (with exceptions										
Roxbury	\$80	\$255	\$255	\$85-100/lot	\$255	\$15	\$15	\$15	-	-	n/a	.50/pg
Salisbury	360	360	360	360	250	20	20	20	10			.50
Sharon	N/A	\$260 (includes State fee of \$60) **	Petition \$200	\$50/lot when all lots have direct access to state or town maintained road & \$300/lot if proposed road	\$200	\$10	\$20	\$20	\$6/set	\$ .50	N/C	\$ .50
Torrington	\$135 plus \$.01 per sq ft over 5,000 sq ft	\$210	\$360	\$260 per lot with frontage on existing street. \$360 per lot proposed str.	\$210	\$10	\$10	\$25	\$10	0	\$135	50 cents per page
Warren	NA (See Zoning Permit Fee)	\$200 (Special Exception to Remove Earth Products \$300 plus \$280 inspection fee for same)	\$150	\$260 per lot on a public or private road \$460 per lot on division of six or more lots \$250 for revision of a subdivision per Section 3.8 if no hearing required \$350 for revision of a subdivision if hearing required	\$90	\$19.00 (.50 per page)	\$35.00 (.50 per page)	\$39.00 (.50 per page)	\$ .50 for letter or legal size; \$2.00 for 11" x 17"; \$5.00 for larger sizes	\$ .50	\$150	\$ .50 for letter and legal size; \$2.00 for 11" x 17"; \$5.00 for plotter copies, e.g., site plans
Washington**	\$25	\$150	\$250	\$300 per Lot	\$100	\$10	\$25	\$25	N/A	N/A	\$50	\$.25
Winchester	\$10/ Acre+ \$5 / 1K Sq. Ft \$100 min	\$75	\$15 / Acre \$100 min	\$150/lot on existing street, \$200/ lot on proposed street	\$350				\$5.00	\$ .50	\$50 + \$5/1K foot addnl. space	

\*Goshen - All fees include \$60 state fee and \$10 online permit system processing fee unless stated otherwise.

\*\*Washington: Add \$60 State Tax to all Application Fees.

\*\*\* \$280. Per lot for each lot with frontage on an existing street; \$380. Per lot for each lot with frontage on a proposed street; Plus \$10. Permit processing fee

## NHCOG Municipal Fee Survey - 2017

Morris - \* for tower over 50' – 10,000 – balance of fee returned to applicant after processing costs determined

\*\* - electronic copies free; NOTE: All fees plus state surcharge; NOTE: Standard zoning permit \$45.00

# NHCOG Municipal Fee Survey - 2017

Planning & Zoning Department Fees (continued)											
Towns	Zoning Regulation Change	Sub-division Regulation Change	Plan of Development Change	GIS Generate Maps	Erosion Control Fee	Zoning Permit	Renewal of Special Use Permit	Designed Commercial Site Plan	Site Plan for Multi-family Designed Residence	Sub-division re-approval	Planned Development (Apartments)
Barkhamsted	\$260.00	\$260.00	n/a	n/a	n/a	\$25.00	n/a	\$260.00	\$260.00	\$260	\$260
Burlington	260.00	260.00	n/a	n/a		60.00	n/a See New	n/a See Site Plan	n/a See Site Plan	160.00	n/a
Canaan											
Colebrook	\$300	\$300	n/a	n/a	\$35	\$45-\$125	n/a	n/a	n/a	n/a	n/a
Cornwall	\$150	\$150	n/a	n/a	0	\$75	n/a	n/a	n/a	n/a	n/a
Goshen	\$290.	N/A	N/A	N/A	N/A	\$85.	N/A	N/A	N/A	N/A	N/A
Kent	\$250	\$110	\$0	N/A	N/A	\$50 for first \$2000; .1% above \$2000* (residential): \$50 for \$2000; .5% above \$2000* (commercial)	N/A	N/A	N/A	N/A	N/A
Hartland											
Harwinton											
Litchfield	\$500	NA	NA	NA	NA	Construction cost not to exceed \$5000-\$90 \$20000-\$100 \$50000 = \$120 \$100000-\$170 \$250000-\$260 \$500000-\$360 \$100 for ea \$100000 thereafter	NA	Non-residential & multifamily site plans Up to \$100,000 value=\$500 Up to \$500,000 value = \$1,000 Above \$500,000 value = \$1,000 plus \$300 per ea additional \$100,000	Non-residential & multifamily site plans Up to \$100,000 value=\$500 Up to \$500,000 value = \$1,000 Above \$500,000 value = \$1,000 plus \$300 per ea additional \$100,000	NA	NA
Morris											
New Hartford											
Norfolk	\$350	\$350	\$350	-	\$75	\$60 & \$150	-	\$350	\$250	-	\$350
North Canaan	SP free	SP free		None	None	\$50 + \$60 CT fee			\$500 plus \$75/unit	\$150 per lot on existing road; \$250 per lot on proposed road	
Roxbury	\$255	n/a	n/a	n/a	n/a	\$80	n/a	n/a	n/a	n/a	n/a
Salisbury	360	360	360			85	360	360	360	360	
Sharon	N/A	N/A	N/A	N/A	None	\$75 (includes State fee of \$60)	\$75 (includes State fee of \$60)	N/A	N/C	N?C	N/A

# NHCOG Municipal Fee Survey - 2017

Torrington	\$360	\$360	\$360		\$110 for 40,000 sq ft or less then \$1 per 1,000 sq ft over	\$75.00	\$210		\$225	\$280	\$225	\$
Warren	\$200	\$200	\$200	NA	NA	Minor expansion: \$125 Major Expansion: \$200 New Dwelling \$250	\$150	\$250	\$250	\$260 per lot on a public or private road \$460 per lot on division of six or more lots \$250 for revision of a subdivision per Section 3.8 if no hearing required \$350 for revision of a subdivision if hearing required	\$250	
Washington	\$250	N/A	N/A	N/A	N/A	\$25.	\$50.	N/A	N/A	N/A	N/A	
Winchester	\$100	\$100	n/a	n/a	n/a	\$40	n/a	\$10/ Acre +\$5/1K sq. Ft - \$100 min	\$100/unit for first 100, \$50/ unit after	n/a	\$100/unit for first 100, \$50/ unit after	



# NHCOG Municipal Fee Survey - 2017

Inland/Wetland Department Fees											
Towns	Private/ Residential Permit (no significant activity)	Private/ Residential Permit (significant activity)	Developer/ Commercial /Industrial Permit (no significant activity)	Developer/ Commercial/ Industrial Permit (significant activity)	Copy of Regulations	Wetland Map(s)	Map Amend ments	Regulation Amend ments	Sub divisions	Modification of Permit	Renewal or Extensions of Permit
Barkhamsted	\$110.00	\$310.00	\$110.00	\$310.00	\$10.00	\$5.00	n/a	n/a	\$310.00	n/a	n/a
Burlington	110.00	210.00	260.00 less than 25 acres total property. 360.00 25-50 acres total property 460.00 50+ acres	360.00 less than 25 acres total property. 460.00 25-50 acres total propert 560.00 50+ acres	10.00	5.00	n/a	260.00	260.00 less than 25 acres total property. 360.00 25-50 acres total property 460.00 50+ acres	n/a	n/a
Canaan											
Colebrook	\$60 + \$45 per lot or \$100 per acre	\$500	\$60 + \$45 per lot or \$100 per acre	\$500	\$15	n/a	\$175	\$300	\$300 per lot	\$50	n/c
Cornwall	\$75	\$150	\$75		\$10	n/a	-	-	-	\$15	
Goshen	\$135.	\$135. (plus \$230. Public hearing fee)	\$135.	\$135. (plus \$230. Public hearing fee)	\$10.	N/A	N/A	N/A	\$100. (per lot plus \$10.fee)	\$135.	\$135.
Kent	\$100	\$110 + fee in an amount equal to 125% of the estimated cost of consultants and technical staff	\$100	\$110 + fee in an amount equal to 125% of the estimated cost of consultants and technical staff	0	0	0	0	\$110	\$35	\$35
Hartland											
Harwinton											
Litchfield	\$80 Per activity	\$80.Per activity	\$200 per activity and \$25. Per acre	\$200 per activity and \$25. Per acre	\$14.50	\$20.	\$125.	NA	No activities= \$60 Two lots with regulated activities Per lot, dwelling &		

# NHCOG Municipal Fee Survey - 2017

									activity= \$80. Plus per acre=\$25. Subdivisio n more than two lots & regulated activities: Per lot, dwelling & activity=\$1 50. Plus per acre=\$25.		
Morris											
New Hartford											
Norfolk	\$45	\$250	\$60 & additional fee per 1000 sq. ft.	\$310 & additional fee per 1000 sq. ft.	\$15	-	\$250	\$250	\$250	\$25	-
North Canaan	\$25 / \$7	\$25 / \$7	\$25 / \$7	\$25 / \$7	\$10					None	\$25
Roxbury	\$90	\$9-0	n/a	n/a	\$15	-	-	-	\$90	\$25	\$25
Salisbury	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Sharon	\$110 (includes State fee of \$60)	\$160 (includes State fee of \$60)	\$110 (includes State fee of \$60)	\$160 (includes State fee of \$60)	\$10	N/A	N/A	N/A	\$110 (includes State fee \$60)	N/C	\$110 (includes State fee of \$60)
Torrington									\$260 per lot with existing street frontage; \$360 per lot on proposed street		
Warren	\$130	\$130 plus \$230 by Commission Vote	\$130	\$130 plus \$230 by Commission Vote	\$10 (.50 per page	\$5 for full size (24 x 30)	\$315	\$200	\$130	\$130	\$130
Washington	\$60	\$60 plus \$250 Public Hearing Fee	\$100	\$60 plus \$250 Public Hearing Fee	\$10	N/A	\$100	\$100	\$100 Per Lot	\$25	\$25
Winchester	\$60	\$360	\$155 + \$.01/ sq ft. of impervious area	\$455 + \$.01 / sq. ft. of impervious	\$12	\$5	\$500 + \$.02 / linear/A	\$155 plus \$45/ lot	\$30	N/A	

Goshen - After-the-fact applications = \$235. Agent determinations = \$135. All fees include the \$60. State fee and \$10. Online permit processing fee unless otherwise specified

Source: Survey of NHCOG municipalities, January-April 2017

NHCOG Municipal Fee Survey - 2017

Washington: Add \$60 State Tax to Application Fee

# NHCOC Municipal Fee Survey - 2017

Town/City Clerk's Office Fees				
Towns	Photocopies	Map Copies (subdivisions)	Copy of Town Code/Ordinances /Charter	Notary Fees
Barkhamsted	\$.50 per page	\$5.00 per page	\$.50 per page	\$1.00 per page
Burlington	1.00/pg land records .50/pg FOI	1.00 for 8.5x11 2.00 for 11x17 4.00-5.00 Larger	.50/page	n/a donations to food share program accepted
Canaan				
Colebrook	\$1.00	\$5.00 / \$10.00	-0-	n/a
Cornwall	\$1 for land records	\$2		n/a
Goshen	\$1.00	\$5.00	\$.50 per page	\$5.00 for non-residents
Kent		\$2.00	On website – no charge	No fee
Hartland				
Harwinton				
Litchfield	\$.50 documents \$1.00 land records	\$1.00 – \$10.00	\$.50 per page	\$5.00 non - residents
Morris	.50 for documents \$1.00 for land records	\$1.00	0	0
New Hartford				
Norfolk	\$0.50 to \$1.00	\$2		0
North Canaan	State Statue Fees	State Statue Fees	n/a	n/a
Roxbury	\$1.00	\$1-8x11 & 8x14 \$3 – 11x17 Full size \$5	.50 per page	n/a
Salisbury	.50 per page; 1.00 for land records	\$10 for full size; \$20 for full size color	.50 per page	N/A
Sharon	\$.25 to \$1.00*	\$2.00	\$25 complete set or \$.50 per page	\$5.00 Non-residents (but not in Town Clerk's Office)
Torrington				
Warren	.50 for documents 1.00 for land records	2.00 for 11 x 17 \$5.00 for larger (e.g. survey maps)	.50 per page or \$89 for complete set	Gratis to Residents
Washington	\$.25 For documents \$1.00 for Land Records	\$1.00 for Map	\$.25 per Page	N/A
Winchester	.50 for documents 1.00 for land records	\$5	0	0

# NHCOG Municipal Fee Survey - 2017

## Public Works Department Fees

Towns	Driveway & excavation permit	Sewer connection	Trash disposal permit	Bulky waste collection	Fee for "white goods" with Freon	Recycling Bin replacement	Metal Pickup	Streetlight installation reimbursement	Streetlight electricity charges	Cemetery fees (for municipally owned cemetery)
Barkhamsted	\$25.00 fee and \$1500 bond	n/a	RRDD fee Sticker \$80/yr Next year \$85/yr***	RRDD fee \$50/ton next year \$60/ton				n/a	n/a	n/a
Burlington										
Canaan										
Colebrook	-0-	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$500 per plot for purchase resident or nonresident / opening of grave: weekday full \$500, cremation \$150 – weekend full \$600, cremation \$200
Cornwall	\$1500 bond	n/a	0	Depends	\$13	n/a	n/a	n/a	n/a	None owned by town
Goshen	\$1000. Min.	N/A	N/A	0	0	0	0	N/A	N/A	
Kent										
Hartland										
Harwinton	\$25	\$5,000 bond plus \$25 permit	\$75 per truck per hauler that works in town	\$5,000 per year budgeted. Host 2 collection per year	\$10 per item	n/a	n/a	n/a	\$8,500	
Litchfield	NA	\$4,000 new \$50.00 permit fee	NA	NA	\$20 per unit	NA	NA	NA	NA	
Morris			N/A	N/A	\$20 ea.	N/A	N/A			
New Hartford										
Norfolk	None		\$55			n/a	n/a	n/a	n/a	
North Canaan	\$10	n/a Fire Dist.	\$30*	Market price	Market price	n/a	n/a	n/a	n/a	
Roxbury	\$25	n/a	\$40	n/a	\$10-\$30	n/a	n/a	n/a	n/a	
Salisbury	600	2500	2000	\$415 90	25	50/yr	N/A	25	N/A	N/A/ N/A/ N/A/ N/A/
Sharon	\$25 **	See below	\$90 first \$40 any additional in same household	See Salisbury	See Salisbury	See Salisbury	See Salisbury	N/A	N/A	No Town owed cemetery
Torrington										
Warren	-0-	NA	NA	NA	NA	NA	NA	NA	NA	\$500 per plot purchase
Washington	\$1000 Min.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Winchester	\$25	\$1,000	n/a	n/a	n/a	n/a	n/a			Plot purchase \$850 resident – 1100 non-resident ,

## NHCOC Municipal Fee Survey - 2017

	driveway permit- \$50 road excavation									regular burial M-F \$700, Sat. \$800, Holidays \$900. Winter Burials M-F \$1700. Sat \$1800, holiday \$1900. Cremation M-F \$275, Sat. \$325, Holiday \$425 winter M-F \$900, Sat. \$1000, Holiday \$1100. Winter storage\$ 200, foundation inspection \$25, baby burial \$50.
--	--	--	--	--	--	--	--	--	--	---

\*N. Canaan – over 62 is \$15; Commercial sm trk \$75; haulers \$100; 10yds \$300

\*\* Plus if on asphalt road a \$2,000 bond

Sharon Sewer connections: new \$750 plus costs; expansion to higher class \$250 plus costs; discontinue or abandonment \$100 plus costs; restoration after discontinuance \$100 plus costs; restoration after standby \$50 plus costs

\*\*\*Half year stickers available for \$45 this year \$50 next year; contractors are charged \$160

# NHCOG Municipal Fee Survey - 2017

Animal Control Fees								
Towns	Pickup deceased dog	Pickup roaming dog (impoundment charge)	Daily board fee	Quarantined dog fee	Medical fees associated with impoundment	Relinquish fee	Disposal of deceased dog fee	Newspaper advertising fee
Barkhamsted			23.50			15		varies
Burlington								
Canaan								
Colebrook	n/a	n/a	\$15.00	Daily fee	Varies	n/a	n/a	varies
Cornwall	n/a	0	0	0	Varies	0	n/a	\$10
Goshen	Same-----	As Torrington -----	-----	-----	-----	-----	-----	-----
Kent	n/a	\$15 pickup fee	\$30	Daily fee	n/a	Pickup fee plus daily fee	n/a	\$5
Hartland								
Harwinton								
Litchfield	Regionalized with Torrington/Goshen/Litchfield							
Morris		\$15-1 <sup>st</sup> day; \$15 ea. Add'l night; up to 7 days	N/A	Use kennel or vet per dog owner	Varies	N/A	N/A	Varies
New Hartford								
Norfolk								
North Canaan	\$10 State Statue							
Roxbury	Regional							
Salisbury		50						
Sharon	N/A	\$15	\$15	Daily fee	N/A	N/A	N/A	varies
Torrington								
Warren	NA	NA	NA	NA	NA	NA	NA	NA
Washington	No Charge	\$15 Impoundment Fee plus \$15 per day charge	\$15.00 per Day	Dog Owner pays Facility	Varies depending on Circumstances	\$15.00 Impoundment plus \$15. Per day charge	N/A	Varies
Winchester	N/a	\$15	\$25	\$25	Varies	n/a	n/a	varies

June 22, 2018

Mr. Bruce Adams  
First Selectman  
Kent Board of Selectmen  
41 Kent Green Blvd.  
Kent, CT 06757

Mark Sebetic, DVM  
Board Chairperson  
Board of Finance  
41 Kent Green Blvd.  
Kent, CT 06757

**HAND DELIVERED TO TOWN HALL**

Dear Bruce and Mark:

The Kent Sewer Commission is in the process of considering the modification of its policies including reduction of connection fees to incentivize those non-customers in the village center to come on the sewer line. At this time, there is no contemplation of changing the annual Base Rate and quarterly Use Fees.

The commission has received an application from Kent Affordable Housing ("KAH") to connect its second phase, five additional affordable housing units to the Maple Street Extension sanitary sewer line. At the inception of the project, Kent Affordable Housing approached the commission with a request for a fifty percent reduction in the sewer connection fees as we had done for all customers on the line within a year of sewer line project completion. Since the second phase project was outside one-year time frame, we informed KAH that we would consider it at the time KAH was ready to connect. That time is upon us and KAH has approached the commission.

After due consideration of the commission, it is its belief that the fifty percent discount should be offered to KAH to support this important community asset. All use fees would be charged at the regular rates and distributed to the town as previously agreed. Inasmuch as most Maple Street Extension sewer revenue is hypothecated to the town, the commission is requesting the support and approval of your board for this connection fee reduction.



**Thank you for your consideration.**

**Sincerely,**

**Elissa G. T. Potts**

**Kent Sewer Commission, Chairwoman**

**Cc: Mark Sebetic, Kent Board of Finance**

**CC: Bruce Adams, First Selectman**



**Board of Directors**

May 7, 2018

Virginia Bush  
Suttman,  
President  
Anne Bisenius, Vice  
President  
Jean-Marie Horovitz,  
Treasurer  
William P. Bachrach,  
Secretary

Sharon Cipolla  
Gary Ford  
Teri Freeman  
Hal Kamm  
Betty Krasne  
Gregg Sheridan  
Donna Sommers

To: Kent Sewer Commission:

From: Virginia Bush Suttman, President, Kent Affordable Housing

In the next few weeks Kent Affordable Housing (KAH) will welcome new tenants to Stuart Farm Apartments, Phase II. The sewer lines from the five apartments have been connected and inspected. These units share the connection to the main in Maple Street Extension with the earlier five units in Phase I, as shown in the accompanying site plan.

The development of these five apartments was started soon after the first five were occupied. Planning, fundraising and construction have taken five years, and the apartments themselves are attractively designed, environmentally efficient and will be welcoming and comfortable.

Financing for the complex was obtained through CT Dept. of Housing, and the installation has been approved by that agency as well as the Kent Planning and Zoning commission and the town Building Department.

The budget for the development was extremely tight as the site on the wooded hillside proved difficult. Therefore I am petitioning the Sewer Commission for a discount on the usual fee for connecting to the town system. The standard charge for connecting three 1BR units and two 2BR units would be \$17,305. (There is also a half bath in an office provided for occasional use by a manager.)

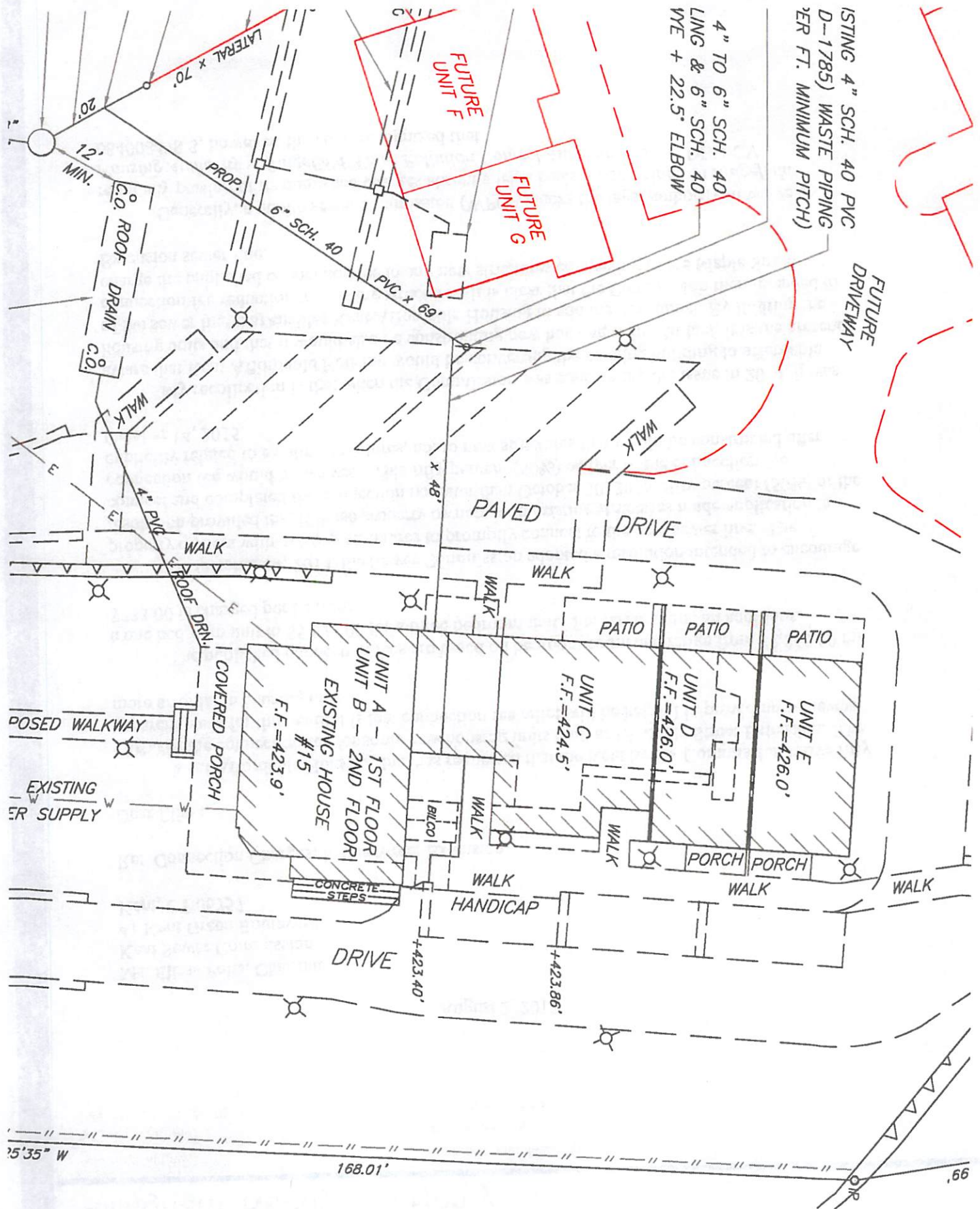
When SFA Phase I opened, in the first year of the new sewer along Maple Street Extension, the Commission gave a 50% discount to new users, and KAH was able to obtain a Union Savings Bank grant for the \$9,397.50. It is worth noting that Phase I has been paying basic and use charges of about \$2,150 annually for over five years, on a property that was previously paying nothing because it had a (substandard) septic system. Phase II will add comparable revenue to the Sewer Commission.

The Dept. of Housing budget includes \$7,000 for utility expenses. KAH would propose to pay that amount for adding Phase II to the existing connection to the street main.

We would be pleased if the Commission can accept this proposal as their part in encouraging the efforts of KAH to provide increased housing options in Kent. I intend to attend your May 8<sup>th</sup> meeting to answer any questions.

**Kent Affordable Housing, Inc.**  
**P.O. Box 265 Kent, CT 06757-0265**  
[info@kentaffordablehousing.org](mailto:info@kentaffordablehousing.org)  
**860-927-3684**







# Allingham, Readyoff & Henry, LLC

Attorneys at Law  
54 Bridge Street  
New Milford, CT 06776

www.allinghamlaw.com  
Phone: 860-350-5454  
Fax: 860-350-5457

August 2, 2018

Ms. Elissa Potts, Chairman  
Kent Sewer Commission  
41 Kent Green Boulevard  
Kent, CT 06757

Re: Connection Charges, Maple Street Extension

Dear Elissa,

Kent Affordable Housing, Inc. has requested that the Kent Sewer Commission waive fifty (50%) of the connection fee for some new housing units built at 15 Maple Street Extension. The apparent basis for this request is that connection fee relief will be helpful in providing somewhat more affordable housing units.

The published connection fees are based on bedroom count and range from \$2,865.00 for a one bedroom unit to \$5,627.00 for a three bedroom unit. For larger units, an additional \$733.00 is charged per bedroom.

On October 14, 2014, the Sewer Commission adopted a resolution intended to encourage property owners with *existing* structures to promptly connect to the new sewer line. The resolution provided that if those property owners with *existing* structures made application to connect and completed the connection not later than October 30, 2015, fifty percent (50%) of the connection fee would be waived. This fifty percent (50%) waiver of the connection fee explicitly related to existing structures, not to new structures that would be constructed after October 14, 2015.

My recollection is that when the Commission was considering the issue in 2014, it was aware that Kent Affordable Housing would be converting the existing building to affordable housing units and that it would also be constructing new housing units. In fact, it is the presence of the sewer line that enables Kent Affordable Housing to add the new units. By limiting the connection fee reduction to existing structures, it is clear that the Commission then intended to charge the published connection fee to any new structures connecting to the Maple Street Extension sewer line.

Generally, a public sewer commission (WPCA) lacks the legal authority to waive or remit any portion of its published charges absent a legal basis for so doing. In *Ridgefield Housing Authority v. Ridgefield Water Pollution Control Authority*, docket DBD CV 084008478 S, however, the court recognized that

local housing authorities do not operate for a profit and that to minimize their expenses and to enable them to provide moderate rental housing within the financial reach of families of low income... a reduction in their property tax burdens (including special benefit assessments and sewage system use charges) was necessary while still balancing the municipality's need for revenue to provide services to the authority.

In *Ridgefield*, the Town and the Housing Authority had entered into a payment in lieu of taxes agreement pursuant to Section 8-119gg of the General Statutes that limited the collection of taxes, sewer charges and connection fees to 10% of the rent charged for the unit. The court enjoined the Water Pollution Control Authority from charging its standard "hook up" fee (\$114,000 for the project), finding it to be excessive in light of the Section 8-119gg payment in lieu of taxes agreement.

I don't know if Kent Affordable Housing, Inc. has a payment in lieu of taxes agreement with the Town, or if one exists, whether it extends to 15 Maple Street Extension or whether it applies to sewer charges. Regardless of that fact, the rationale for remitting a portion of the connection fee for the new affordable housing units remains. As noted by the court in *Ridgefield*, minimizing the financial burden of local housing authorities enables them to provide moderate rental housing within the financial reach of families of low income that they might not otherwise be able to provide.

Assuming that the Sewer Commission is willing to afford the relief requested, the question is whether a public hearing is necessary. Normally a public hearing is necessary to change the Sewer Commission's rates and charges. Waiver or remission of a portion of the published connection charge, however, does not rise to the level of establishing a new rate for the connection charge. A public hearing is not necessary.

Waiver / remission of a portion of the published connection, however, puts the Sewer Commission on a slippery slope. It opens the door for many other property owners to approach the Sewer Commission seeking similar adjustment. It establishes an unfortunate precedent. It will fall under the category of "no good deed goes unpunished".

To mitigate the future difficulties, and assuming that the Commission decides to grant relief, I recommend that the following resolution be passed:

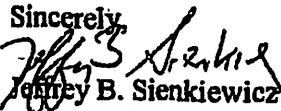
In order to assist Kent Affordable Housing, Inc., a not for profit entity, to provide moderate rental housing within the financial reach of families of low to moderate income at 15 Maple Street Extension, I move that the Sewer Commission waive fifty percent (50%) of the applicable sewer connection fee for new units at that location, subject to the requirement that Kent Affordable Housing, Inc. provide the Commission with satisfactory evidence that the housing units are deed restricted as affordable housing units.

Ms. Elissa Potts, Chairman

3

August 2, 2018

If you have any questions or require clarification, please feel free to call.

Sincerely,  
  
Jeffrey B. Sienkiewicz  
of Counsel

JBS/jbs

Delicents/jel/Kent sewer Potts #1 - Maple Street

Kent Sewer Commission  
41 Kent Green Blvd.  
P.O. Box 144  
Kent, CT 06757

September 19, 2018

Kent Affordable Housing Inc.  
Ms. Virginia Bush Suttman  
P.O. Box 265  
Kent, CT 06757-0265

Re: Connection Charges, Maple Street Extension

Dear Virginia,

This correspondence serves as official response to your May 7, 2018 request to the Kent Sewer Commission in which Kent Affordable Housing requested a reduced rate for the sewer connection fee to Phase II of Stuart Farms Apartments.

Kent Sewer Commission requested legal opinion from the Sewer Commission Attorney Jeff Sienkiewicz regarding the request. Mr. Sienkiewicz stated the Sewer Commission should approve the following resolution:

In order to assist Kent Affordable Housing, Inc., a not for profit entity, to provide moderate rental housing within the financial reach of families of low to moderate income at 15 Maple Street Extension, I move that the Sewer Commission waive fifty (50%) of the applicable sewer connection fee for new units at that location, subject to the requirement that Kent Affordable Housing, Inc. provide the Commission with satisfactory evidence that the housing units are deed restricted as affordable housing units.

The Sewer Commission approved that resolution at the September 11, 2018 Regular Sewer Meeting.

Be advised that the reduced rate will apply to Phase II and Phase III of Stewart Farms Apartments, provided they are on Maple Street Extension. If and/or when Kent Affordable Housing expands to other locations, the reduced rate would not apply.

Thank you for your patience on this matter. Please feel free to contact me with any questions or concerns.

Sincerely,

Elissa Potts, Chairman  
Kent Sewer Commission



# Northwest Regional Workforce Investment Board

September 12, 2018

*Dear Mr. Adams  
Please contact me  
if you have any  
questions.  
Cathy*

Dear Chief Elected Official,

As promised in June, we have utilized the summer months to draft a new Intergovernmental Agreement which we believe addresses many of the concerns that were raised last spring. The feedback offered by those Chief Elected officials in attendance during the workshop on June 18 was gathered and helped us shape this new draft.

Enclosed are a number of documents for your review; please find a redlined copy that will allow you to track the changes from our Initial document circulated last February. In purple you will find the rationale for the changes in specific areas. We made an effort to significantly reduce the language thereby making the agreement less cumbersome while maintaining its' integrity. An additional document, provided by the U.S. Department of Labor, is also enclosed which provides the citations within the law regarding roles and responsibilities of Chief Elected Officials and others.

The following is a brief description of the changes:

## Article I

- Clearly cites the federal regulations that govern the agreement and simplifies the purpose
- Removes references to the governor in this section as the agreement is not with the governor

## Article II

- Simplified to be concise

## Article III

- The commencement date is June 1, 2019 and the automatic renewal every 3 years with "unless or until" scenarios
- Corrects the reference to Article VI regarding the liability of a withdrawing party
- Removes language surrounding the authority of the governor

## Article IV

- Provides clearer language regarding Chief Elected Officials and officers of the Executive Committee
- Maintains the majority of the language but more clearly defines protocol for running consortium meetings and the establishment of the Executive Committee



## Northwest Regional Workforce Investment Board

- Clarifies Grant Recipient, Sub-Recipient and Fiscal Agent and the sources of funding to support costs to support the Consortium and NRWIB
- Cites the WIOA regulations for the creation and appointment of Workforce Development Board and outlines the required process for such
- Deletes a duplicative paragraph

### Article V

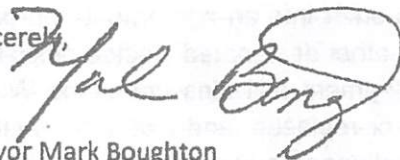
- Removes cumbersome language and clarifies duties of the Executive Committee based on guidance received from U.S. Department of Labor (attachments to this communication for informational purposes)

### Article VI

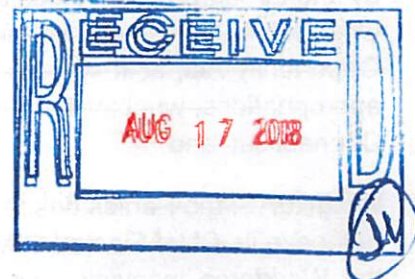
- Removes cumbersome language
- Narrows the liability of member municipalities to reflect expenditures SOLELY related to expenditure of grant funds ( i.e.no liability for business practices- NRWIB is a duly registered business entity in Connecticut)
- Restates that liability is based on relative benefit and proportionate use (calculated annually).
- Lists the insurance coverages required to be in place with each municipality named as insured and the Consortium/Executive Committee as 'additionally insured'. A current Certificate of Insurance, as spelled out in Article IV is attached.
- Utilize any and all alternative methods other than cash repayments including seek a waiver or forgiveness
- Requires NRWIB to provide all audit and monitoring reports to the Consortium within 10 days.

Two copies of the agreement in its "final" form are enclosed for your execution. Should you and/or your legal counsel want to meet with Executive Director, Catherine Awwad, to discuss the proposed Agreement, please contact her at 203-574-6971 ext. 426 at your earliest convenience.

Sincerely,



Mayor Mark Boughton  
City of Danbury  
Chair, Consortium of Chief Elected Officials



## Intergovernmental Agreement

Between

The Municipalities Of

Barkhamsted, Bethlehem, Bethel, Bridgewater, Brookfield, Canaan, Cheshire, Colebrook, Cornwall, Danbury, Goshen, Hartland, Harwinton, Kent, Litchfield, Middlebury, Morris, Newtown, New Fairfield, New Milford, New Hartford, Naugatuck, Norfolk, North Canaan, Prospect, Redding, Ridgefield, Roxbury, Salisbury, Sharon, Sherman, Southbury, Thomaston, Torrington, Warren, Washington, Waterbury, Watertown, Winchester / Winsted, Wolcott, Woodbury.

THIS Intergovernmental Agreement ("Agreement"), is entered into by and among the above-named municipalities, (collectively referred to as the "Parties" and, each individually, referred to as a Party") that together comprise the local workforce development area under the Workforce Innovation and Opportunity Act of 2014, (WIOA) Pub. L. 113-128, 29 U.S.C. Sec. 3101, et. seq.

WHEREAS WIOA, provides for states to award funds by formula to local workforce development areas for the purpose of providing workforce development services to citizens and residents in the local workforce development area; and

WHEREAS the above-named municipalities, together constitute a local workforce development area, under WIOA; and

WHEREAS WIOA requires that workforce development areas consisting of multiple local governmental units enter into an agreement with each other to describe how they will carry out their roles and responsibilities;

~~WHEREAS, the Parties desire to enter into an agreement in order for each Party acting by and through its chief elected official or other designated elected official (each, a "Chief Elected Official ") to implement workforce development activities under the Workforce Innovation and Opportunity Act, as it may be amended or replaced, and under such other workforce grants or appropriations, whether formula or discretionary, awarded by the United States or the State of Connecticut; and~~

~~WHEREAS, the Parties desire to enter into such workforce agreement in order for each Party to authorize its Chief Elected Official to appoint local workforce board members in accordance with the Workforce Innovation and Opportunity Act or such other legislation as may require the~~



~~shall constitute a Local Workforce Development Area in accordance with applicable State and federal laws. The Northwest Regional Workforce Investment Board, Inc., shall be the Local Workforce Development Board for the Local Workforce Development Area.~~

- b. Each Party represents and warrants that it has the constitutional and/or statutory power pursuant to the Connecticut General Statutes to enter into this Agreement **and has complied with the requirements necessary to authorize execution of this Agreement.**

~~Further, that each has complied with any and all municipal charter, ordinance and/or other applicable requirements necessary to authorize the execution and delivery of this Agreement, including any subsequent amendments hereto that increase the liability of such Party under the terms of this Agreement and to designate a Chief Elected Official from the municipality to serve on the Consortium or the Executive Committee as applicable, and to act on the municipality's behalf. Further, each Party represents and warrants that this Agreement constitutes, and such subsequent amendments shall constitute, the legal, valid and binding obligation of such Party enforceable in accordance with its terms, and that the Parties have the constitutional and/or statutory power pursuant to the Connecticut General Statutes to enter into this Agreement.~~

***This is what b means***

#### ARTICLE III: TERM

- a. This Agreement shall become effective on **June 1, 2018**, and shall automatically renew **every 3 years** on July 1st of the required **third** year, unless or until:
- i. The Governor re-designates the Local Workforce Development Area, or
  - ii. This Agreement has been terminated by a Party upon the giving of written notice to the other Parties at least ninety (90) days prior to **July 1 of the year in which the Party wishes to withdraw from the Agreement** ~~the end of the program year for receipt of federal workforce funds~~. In such instance this Agreement shall be terminated only as to such Party and not as to the other Parties to the Agreement.
- b. If any Party withdraws from this Agreement in accordance with the terms and conditions of this Agreement:
- i. The withdrawing Party shall be liable **a described in Article VI a**, for **actions and/or obligations** entered into or incurred prior to the effective date of its respective withdrawal.
  - ii. The remaining Parties shall be allocated the future liabilities of the withdrawing Party on a pro-rata basis relative to its then-existing pro-rata liabilities hereunder;

- C. The Mayor of Danbury shall select the Chief Elected Official of one of the municipalities, party to this Agreement
  - D. The Mayor of Waterbury shall select the Chief Elected Official of one of the municipalities, party to this Agreement
  - E. Together, the Mayors of Waterbury and Danbury shall agree upon the selection of the Chief Elected Official of one of the municipalities, party to this Agreement.
  - F. The terms of the rotating members shall coincide with the calendar year, however the inaugural rotation term shall commence on July 1, 2019 and terminate on December 31, 2021.
- ii. The officers of the Consortium of Elected Officials shall serve as the officers of the Executive Committee. ~~shall include a chairperson, a vice chairperson and a chairperson pro tempore. The Chief Elected Officials of the City of Danbury and Waterbury shall alternate annually as chair and vice chair, commencing with Waterbury as the chair. There shall be a chairperson pro-tempore shall be elected by the full Executive Committee, from among the Chief Elected Officials of the rotating municipalities. Each shall hold office until their successors are duly elected. Notwithstanding the foregoing, the initial term of officers shall commence in July 1, 2019 and shall terminate on December 31, 2021.~~
  - iii. The Consortium of Elected Officials representing the Parties to this Agreement delegates and designates The Executive Committee ~~is the body that shall to~~ perform the duties and responsibilities of the Chief Elected Officials as specified in WIOA.
    - A. The Chair shall serve as ~~assume the~~ signatory for those WIOA responsibilities requiring the signature of the Chief Elected Official. ~~as specified in the Workforce Innovation and Opportunity Act. If signatories are required, the signature of the chairperson shall be required on behalf of the Consortium.~~
    - B. In the absence of the Chair or if the Chair is unavailable, the Vice Chair may serve as ~~assume the~~ signatory for those WIOA responsibilities requiring the signature of the Chief Elected Official.
    - C. In the absence of the Chair and Vice Chair the Chair Pro-Tempore may serve as ~~assume the~~ signatory for those WIOA responsibilities requiring the signature of the
  - iv. Meetings
    - I. The Executive Committee shall meet at least semi-annually in January and June and more frequently as may be required to carry out the responsibilities assigned to the Chief Elected Officials under WIOA. ~~held meetings to discuss workforce~~



any other organization or person, including the acceptance of gifts, grants, or bequests whether they be in the form of tangible or intangible property.

- iv. Under the direction of its Executive Director, the Northwest Regional Workforce Board, Inc. shall provide staff support, to the Consortium of Elected Officials, the Consortium Executive Committee and the Northwest Regional Workforce Board, Inc.. ~~The Executive Committee shall be provided with staff and related support by the same staff as that hired to provide staff support to the Local Workforce Development Board.~~ The staff shall carry out the policies of the Consortium as approved by the Executive Committee, and the Northwest Regional Workforce Board, Inc., produce required reports for their review and approval and provide such other services as may be necessary for the workforce board and Executive Committee to carry out its business.

d. Creation and Appointment of a Majority Private Sector Workforce Development Board

- i. In accordance with WIOA section 107 and Conn. General Statutes 31-31 the Executive Committee shall appoint the members of the Northwest Regional Workforce Board, Inc.. The Workforce Board shall be comprised of four (4) categories of membership. Appointments to each category of membership shall meet the WIOA requirements described below:

A. Representatives of the Private Sector which shall be the majority of the members appointed

- I. **Nominations** to the private sector seats on the Northwest Regional Workforce Investment Board shall be made by local business organizations and industry/trade associations and may be submitted to the Northwest Regional Workforce Board, Inc. for recommendation to the Executive Committee. ~~shall follow the nomination process as required under the Workforce Innovation and Opportunity Act.~~

*The regulations allow for local boards to make recommendations for appointments to the board. This is incorporated here but is not required.*

- II. Private sector members shall be owners, chief executive officers, chief operating officers, or other individuals with optimum policy-making or hiring authority from businesses providing employment opportunities in in-demand industry sectors or occupations in the workforce development area.

- III. ~~When possible half of the members appointed shall represent small businesses including minority business.~~ At two members must represent small business as defined by the U.S. Small Business Administration

*This is a state rule. Please know that the US SBA defines small business based on the type of industry. Information can be found on their website.*

~~private sector Board which meets the requirements of federal and State law, including without limitation, Sections 107-2, (B-E) and (B) of the Workforce Innovation and Opportunity Act and, as they may be amended from time to~~

- aa. If it is determined that there is more than one local area provider of WIOA Title II adult education and literacy activities nominations shall be made by those entities.
  - bb. As there are multiple institutions of higher education providing workforce investment activities in the workforce area nominations shall be made from those entities.
- III. May include Representative(s) of local educational agencies or community-based organizations with expertise in education or training for individuals with barriers to employment.
- D. Representatives of governmental, economic and community development entities which shall include:
  - I. A representative from an economic and community development entity,
  - II. A representative from the State employment service office,
  - III. A representative of the programs carried out under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) and
- IV. May include representatives of:
  - aa. Local transportation, housing, and public assistance agencies, or
  - bb. Local philanthropic organizations, or
  - cc. Other individuals as may be determined by Executive Board.
- ii. The nomination process for any of the categories of members not specified above shall be determined by the Executive Committee.
  - A. ~~Non business members shall be selected in accordance with applicable law and the organizations, agencies, groups and institutions representing these sectors required by governing legislation to be appointed to the non-business seats on the Board.~~
  - Addressed above*
  - B. ~~The Executive Committee, together with the Local Workforce Development Board shall be authorized to take such actions as are necessary to develop a workforce system for the Local Workforce Development Area as described herein.~~
  - Has nothing to do with nominations*
- iii. Local Workforce Development Board members shall serve at the pleasure of the Executive Committee.



- iv. To amend this Agreement, except for amendments or modifications to this Agreement related to the liability for funds under WIOA as described in Article VI, ~~for which a Party has consent rights under Article VI, Section (h) of this Agreement,~~

*More clearly states the one instance in which the Executive Committee cannot act for the Consortium.*

- v. To enter into contracts with the State Board or with the Northwest Regional Workforce Development Board Inc., appointed by the Executive Committee.
- vi. Establishment of the manner in which funds shall be disbursed or paid, including the ~~manner in which funds shall be disbursed by or on behalf of, one or more of the Consortium members or any entity it appoints to make such disbursements which~~ shall be by the Northwest Regional Workforce Board, Inc., designated to serve as the Fiscal Agent for the workforce area.

*This is already agreed to so may as well state it*

- ~~vii. Establishment of the manner in which purchases shall be made~~
- ~~viii. Acquisition, ownership, custody, operation, maintenance, lease or sale of real and/or personal property~~
- ~~ix. The disposition, diversion or distribution of any property acquired;~~
- ~~x. The power to create a separate legal administrative entity to carry out the Consortium's policies~~

*The Consortium created the Executive Committee to do this so it makes no sense to include this power*

- xi. To approve the process and selection of an independent auditor who shall perform the audit required under 2 CFR 200 Part F.

~~The manner in which accountability for fund expenditures shall be provided for including an independent audit to be done in accordance with the Connecticut General Statutes, and applicable federal legislation, as well as oversight and monitoring;~~

- xii. To accept grants, donations, gifts, subject to conflict of interest laws, or other any other types of financial assistance as allowed by law
- xiii. The manner in which any program income, fee for services or surplus funds may be expended.
- xiv. The composition, membership appointments, and organizational approval of any advisory or partnership bodies to the Executive Committee or the Consortium.

- b. Together with the Local Workforce Investment Board:

Chief Elected Officials may agree on the allocation of liability among all the units of government.

iii. In compliance with WIOA the Parties therefore agree that if an event resulting in a liability or loss is assessed against the Northwest Regional Workforce Development Area, related solely to the expenditures of grant funds, the Parties will assign liability amongst themselves equal to the worth of the relative benefit and proportionate use that each individual Municipality/Party received from the grant(s) during the grant award period in which the liability was incurred, subject to the following:

A. The Fiscal Agent for the local workforce area, the Northwest Regional Workforce Board, Inc., shall purchase the below listed insurance coverages to indemnify the Parties and to cover any liability event:

I. Directors and Officers Insurance with a Professional Liability (Errors and Omissions) Rider and which includes the cost of defense, to cover any monitoring or audit findings requiring the repayment of funds to the state or federal government including misappropriation or misuse of grant funds.

II. Employment Practices Liability Insurance

III. Commercial General Liability Insurance to cover claims involving bodily injury or property damage including fire including non-owner vehicle coverage.

IV. Commercial Crime Coverage to protect against crime, theft or fraud.

V. Employment Practices Liability Insurance to cover claims made by employees alleging discrimination (based on sex, race, age or disability, for example), wrongful termination, harassment and other employment-related issues, such as failure to promote.

B. Payment of insurance deductibles from grant funds, as allowed under, 2 CFR 200 et. seq. shall be made before the assignment of liability in order to reduce the amount of the liability for each Party.

C. Assuring that the Municipalities and Consortium/Executive Committee members are named insureds under the policies or that all insurance coverage required under this Agreement cites each Municipality, and the Consortium/Executive Committee as additional insureds under the policies.



- v. In the event of a finding or claim the Northwest Regional Workforce Board, Inc. shall keep each Municipality apprised of all resolution strategies and written responses to the findings through written communications and meetings as appropriate.

- b. ~~Without limiting the foregoing, the Executive Committee shall require that the Local Workforce Development Board purchase such commercially reasonable insurance as is necessary to insure and indemnify the Parties, their Chief Elected Officials, the signatories to this Agreement, the Consortium, the Executive Committee and/or any of its members and any separate legal entity, grant recipient or grant sub-recipient from any liability which may attach due to the operation of Workforce Investment, Welfare to Work or other federal or State workforce investment programs.~~
- c. The Parties shall save harmless and indemnify the Executive Committee, each individual Party, the Consortium, the grant recipient, the grant sub-recipient, the Board and their respective members from and against financial loss and expense arising out of any claim, demand, suit or judgment by reason of alleged negligence, intentional act or alleged deprivation of any person's civil rights or other alleged act or omission resulting in alleged damage or injury, if the indemnified person or entity is found to have been acting in the discharge of duties or within the scope of employment and such act or omission is found not to have been wanton, reckless or malicious.

~~Each Party's liability under this subsection shall be in an amount equal to its proportionate share of costs of benefits and services derived by its residents during the previous fiscal year of the local Workforce Development Board from any and all federal or State workforce investment programs, including, without limitation, any and all federal grant funds allocated to the Local Workforce Development Area and utilized to implement program(s) pursuant to the Workforce Innovation and Opportunity Act.~~

#### *Duplicative*

~~The Executive Committee shall coordinate the defense of any such indemnified person or entity in any civil action or proceeding in any state or federal court arising out of any alleged act, omission or deprivation that occurred or was alleged to have occurred while the indemnified person or entity was acting in the discharge of duties or in the scope of employment. Defense costs shall be allocated in the manner provided for in this Section.~~

- d. ~~The Executive Committee shall be responsible for deciding on a course of action or defense in the event of a potential loss or liability covered under this Article VI.~~
- e. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement.

- n. Any waiver at any time by any Party of its rights with respect to any default or other matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or other matter.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature;



# CERTIFICATE OF LIABILITY INSURANCE

DATE (M/M/DD/YYYY)

08/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Chittenden Group 327 Church St P O Box 859 Naugatuck CT 06770	<b>CONTACT NAME:</b> Kris Stella <b>PHONE (A/C, No, Ext):</b> (203)723-7447 <b>E-MAIL ADDRESS:</b> kris@chittendengroup.com <b>FAX (A/C, No):</b> (203)723-4148																					
<b>INSURED</b> Northwest Regional Workforce Investment Board 249 Thomaston Ave Waterbury CT 06702	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Sentinel Ins Co LTD</td><td>11000</td></tr><tr><td>INSURER B:</td><td>Twin City Fire Ins Co</td><td>29459</td></tr><tr><td>INSURER C:</td><td>Western World Insurance Group</td><td>13186</td></tr><tr><td>INSURER D:</td><td>Great American Insurance Co</td><td>16691</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Sentinel Ins Co LTD	11000	INSURER B:	Twin City Fire Ins Co	29459	INSURER C:	Western World Insurance Group	13186	INSURER D:	Great American Insurance Co	16691	INSURER E:			INSURER F:		
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**COVERAGES****CERTIFICATE NUMBER:** 18-19 MASTER**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> D&O/EPL - EPP1817049 <input type="checkbox"/> D&O/EPL-Insurer D 5/1/18-5/1/19 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	31SBAIW5451	04/10/2018	04/10/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 D&O / EPL \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		31SBAIW5451	04/10/2018	04/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	31SBAIW5451	04/10/2018	04/10/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	31WECCMS644	05/25/2018	05/25/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability		BRL0016593	03/09/2018	03/09/2019	Aggregate \$1,000,000 Each Occurrence \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**CERTIFICATE HOLDER****CANCELLATION**Town of Kent  
41 Kent Green Blvd, PO Box 678

Kent

CT 06757

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# WIOA Governance Matrix

Roles and Responsibilities	Citations	Governor	State WDB	Lead State Official	Chief Elected Official (CEO)	Local WDB	Local Fiscal Agent	One-Stop Operator
Sign a grant agreement, including a statement assuring compliance with the Wagner-Peyser Act and all applicable rules and regulations	§ 652.4 (b)	X						
Develop, implement, and modify a 4-year state plan	§ 676.105 (b) § 676.130 (c) § 676.135 § 676.143 (b) § 679.130 (a) § 676.145	X	•	•				
See public comment on the 4-year state plan	§ 676.130 (d)			The State				
[May] establish additional indicators of performance	§ 677.165			The State				
Use quarterly wage record information in measuring a State's performance on the primary indicators of performance	§ 677.175 (a) (1)			The State				
[May] designate a State agency (or appropriate State entity) to assist in carrying out the performance reporting requirements	§ 677.175 (c)	X						
Submit a State annual timely [to avoid sanctions]	§ 677.185 (a) and (c)			The State				
[May] apply additional performance indicators to local areas	§ 677.205 (b)	X						
Make performance reports available to the public annually	§ 677.205 (c)			The State				
Reach agreement on local negotiated levels of performance based on a negotiations process before the start of a program year with the use of the objective statistical model	§ 677.210 (c) § 677.220 (a) (1) (i)	X			X	X		
Develop and disseminate the performance negotiations process	§ 677.210 (d)	X						
[May] provide incentive grants, if so determined, to local areas for performance on the primary indicators of performance	§ 677.215 (a)	X						
[May] use non-Federal funds to create incentives for the Local WDBs to implement pay-for-performance contract strategies	§ 677.215 (b)	X						
Provide or make a request for technical assistance to a local area that fails to meet the agreed upon adjusted levels of performance	§ 677.220 (a)	X						
Establish the threshold for failure to meet adjusted levels of performance for a local area	§ 677.220 (a) (1)			The State				

# WIOA Governance Matrix

Roles and Responsibilities	Citations	Governor	State WDB	Lead State Official	Chief Elected Official (CEO)	Local WDB	Local Fiscal Agent	One-Stop Operator
	<b>KEY:</b> X = Lead(s) • = In Consultation with or Supports SEA = State Education Agency SVRA = Vocational Rehabilitation Agency SWA = State Workforce Administrator							
Take corrective actions if a local area fails to meet the adjusted levels of performance agreed to for the same primary indicators of performance for the same core program authorized under WIOA title I for a third consecutive program year	§ 677.220 (b)	X						
Designate one or more State agencies to assist in overseeing Eligible Training Provider (ETP) performance and facilitating the production and dissemination of ETP performance reports	§ 677.230 (e)	X						
Facilitate data matches between Eligible Training Provider (ETP) records and Unemployment Insurance (UI) wage data in order to produce the report	§ 677.230 (e) (1)	X		Designated Agency				
Create and disseminate the WIOA performance reports	§ 677.230 (e) (2)	X		Designated Agency				
Coordinate the dissemination of the performance reports with the ETP list and the information required to accompany the list	§ 677.230 (e) (3)	X		Designated Agency				
[May] establish other service hours for a comprehensive One-Stop at other times to accommodate the schedules of individuals who work on regular business days	§ 678.305 (c)					X		
Examine lease agreements and property holdings throughout the One-Stop delivery system in order to use property in an efficient and effective way	§ 678.310 (c)			X	•	•		
Notify the Secretaries of the U.S. Departments of Labor and Health and Human Services in writing that TANF will not be a required partner in the One-Stop, if applicable	§ 678.405(b)	X						
Approve other entities that carry out a workforce development program to serve as additional partners in the One-Stop delivery system	§ 678.410 (a)				X	X		
Establish and maintain the One-Stop delivery system, including joint funding	§ 678.420			•	X	•		
Enter into an MOU (and sign) with One-Stop partners	§ 678.420 § 678.500				•	X		
Enter into good-faith negotiations between One-Stop partners	§ 678.510 (a)	• Only if requested	• Only if requested	• Only if requested	X	X		

# WIOA Governance Matrix

Roles and Responsibilities	Citations		Governor	State WDB	Lead State Official	Chief Elected Official (CEO)	Local WDB	Local Fiscal Agent	One-Stop Operator
	KEY:								
	X = Lead(s) * = In Consultation with or Supports SEA = State Education Agency SVRA = Vocational Rehabilitation Agency SWA = State Workforce Administrator								
Establish with One-Stop partners, in the MOU, how infrastructure costs and other shared costs of the One-Stops will be funded	§ 678.510 (b) § 678.715 (c)						X		
Report to the State WDB, Governor, and relevant State agency when MOU negotiations with One-Stop partners have reached an impasse	§ 678.510 (c)						X		
[May] approve the Local WDB to be the One-Stop Operator	§ 678.600 (c) (6)	X				X			
Ensure One-Stop Operators carry out WIOA programs and activities	§ 678.600 (e)				X		X		
Disclose any potential conflicts of interest arising from the relationships of the operators with particular training service providers or other service providers	§ 678.600 (e) (1)			X			X		X
Ensure practices ARE NOT established that create disincentives to providing services to individuals with barriers to employment who may require longer-term career and training services	§ 678.600 (e) (2)			X			X		X
Comply with Federal regulations and procurement policies relating to the calculation and use of profits	§ 678.600 (e) (3)			X			X		X
Select the One-Stop operator through a competitive process at least once every 4 years	§ 678.605 (a)							X	
[May] select a Local WDB as a One-Stop Operator through sole source procurement	§ 678.605 (d)	X				X			
If applicable, establish sufficient conflict of interest policies and procedures if the Local WDB will act as an One-Stop Operator	§ 678.605 (d)						X		
If applicable, approve the conflict of interest policies and procedures prior approving a Local WDB to act as an One-Stop Operator	§ 678.605 (d)	X							
[May] establish additional roles of the One-Stop Operator	§ 678.620 (a)						X		
Coordinate service delivery of required partners and service providers	§ 678.620 (a)								X
[May] perform additional functions with sufficient firewalls and conflict of interest policies and procedures	§ 678.620 (b) (1) and (2)							X	
Develop and issue guidance regarding One-Stop infrastructure funding	§ 678.705	X	•		•		•		



# WIOA Governance Matrix

Roles and Responsibilities	Citations	Governor	State WDB	Lead State Official	Chief/Elected Official (CEO)	Local WDB	Local Fiscal Agent	One-Stop Operator
	KEY: X = Lead(s) • = in Consultation with or Supports SEA = State Education Agency SVRA = Vocational Rehabilitation Agency SWA = State Workforce Administrator							
Agree to amounts and methods of calculating amounts each One-Stop partner will contribute for One-Stop infrastructure funding, include the infrastructure funding terms in the MOU, and sign the MOU	§ 678.715 (a)				X	X		
If applicable, apply the State funding mechanism if a consensus agreement for local One-Stop partner contributions is not reached	§ 678.730 - 738	X	•		•	•		
Establish objective criteria and procedures for Local WDBs to use when certifying One-Stops	§ 678.800 (a)		X		•	•		
Review and update the criteria for certifying One-Stops every 2 years as part of the review and modification of State plans	§ 678.800 (a) (1)		X		•	•		
Certify the effectiveness, physical and programmatic accessibility, and continuous improvement of One-Stops and their systems at least once every 3 years	§ 678.800 (d)					X		
[May] establish additional criteria, or set higher standards for service coordination, than those set by the State	§ 678.800 (d)					X		
Review and update the One-Stop Certification criteria every 2 years as part of the local plan update process	§ 678.800 (d)					X		
*Local WDBs must certify One-Stops in order to be eligible to use infrastructure funds in the State funding mechanism								
Establish the State WDB, appoint members, select a chairperson, and establish by-laws	§ 679.110 (a), (c), and (d)	X						
Sit on the State WDB (two or more statewide collectively representing both cities and counties)	§ 679.110 (b) (3) (iii)				X			
[May] convey voting privileges to non-required members on the State WDB	§ 679.110 (g)	X						
Review statewide policies, programs, and recommendations for the comprehensive and streamlined delivery of services	§ 679.130 (b)	X	•					
Identify barriers and means for removing them to better coordinate, align, and avoid duplication	§ 679.130 (c) (1)	X	•					
Develop strategies to support career pathways	§ 679.130 (c) (2)	X	•					
Develop and expand strategies to meet the needs of employers, workers, and job seekers particularly through industry or sector partnerships	§ 679.130 (c) (4)	X	•					

# WIOA Governance Matrix

Roles and Responsibilities	Citations	Governor	State WDB	Lead State Official	Chief Elected Official (CEO)	Local WDB	Local Fiscal Agent	One-Stop Operator
	KEY: X = Lead(s) • = In Consultation with or Supports SEA = State Education Agency SVRA = Vocational Rehabilitation Agency SWA = State Workforce Administrator							
Identify regions, including planning regions	§ 679.130 (c) (5)	X	•		X	X		
Provide assistance to local areas to develop and continuously improve the One-Stop delivery	§ 679.130 (c) (6)	X	•					
Develop and update a comprehensive State performance and accountability measures	§ 679.130 (d)	X	•					
Identify and disseminate information on best practices	§ 679.130 (e)	X	•					
Develop and review statewide policies affecting the coordination of services	§ 679.130 (f)	X	•					
Develop strategies for technological improvements to facilitate access to, and improve the quality of services and activities	§ 679.130 (g)	X	•					
Develop allocation formulas for the distribution of funds for employment and training activities for adults and youth to local	§ 679.130 (i)	X	•					
Preparations of the Annual Reports	§ 679.130 (j)	X	•					
Develop a statewide workforce and labor market information system	§ 679.130 (k) § 679.370 (c) (2)	X	•		X			
Develop other policies as may promote statewide objectives and enhance performance	§ 679.130 (l)	X	•					
Ensure compliance with Sunshine Act provisions	§ 679.140 § 679.390		X			X		
Develop a policy and process for identifying regions	§ 679.210	X			•	•		
Assign local areas to a region	§ 679.210	X						
Develop a policy for designation of local areas and designate local areas	§ 679.220 § 679.230	X	•		•	•		
Appoint the Local WDB in accordance with State criteria	§ 679.310 (a) § 679.350				X			
Certify the Local WDB every 2 years	§ 679.310 (a) § 679.350	X						
Set policy for the portion of the statewide workforce development system within the local area and consistent with State policies	§ 679.310 (b)				•	X		
[May] enter into an agreement that describes the respective roles and responsibilities of the parties	§ 679.310 (c)				X	X		
Develop, implement, and modify a 4-year local plan	§ 679.310 (d) § 679.370 (a)				•	X		
Execute an agreement to describe CEO responsibilities, if the local area includes more than one unit of government	§ 679.310 (e) § 679.710							
Carry out the roles of the Local WDB (Single-Area State)	§ 679.310 (f)		X					



## WIOA Governance Matrix

Roles and Responsibilities	Citations	Governor	State WDB	Lead State Official	Chief Elected Official (CEO)	Local WDB	Local Fiscal Agent	One-Stop Operator
Establish by-laws, consistent with State policy for Local WDB membership	§ 679.310 (g)				X			
Establish criteria for the chief elected official to select members of the Local WDB	§ 679.320 (a)	X						
Select Local WDB members and establish a formal nomination and appointment process	§ 679.320 (a)				X			
Elect a chairperson from among the business representatives on the WDB	§ 679.330					X		
[May] establish standing committees	§ 679.360 (a)							
If applicable, develop and implement a regional plan	§ 679.370 (b)					X		
Conduct workforce research and regional labor market analysis	§ 679.370 (c)					X		
Convene local workforce development system stakeholders to assist in the development of the local plan	§ 679.370 (d)					X		
Identify non-Federal expertise and resources to leverage support activities	§ 679.370 (d)					X		
Promote business representation on the local WDB	§ 679.370 (e) (1)					X		
Develop effective linkages with employers that increases employer utilization of the system	§ 679.370 (e) (2)					X		
Ensure that workforce investment activities meet employers needs and support economic growth	§ 679.370 (e) (3)					X		
Develop and implement strategies that meet employers and workers employment and skill needs	§ 679.370 (e) (4)					X		
Lead efforts to develop and implement career pathways	§ 679.370 (f)					X		
Lead efforts to identify and promote proven and promising strategies and initiatives for meeting the needs of employers, workers and job seekers	§ 679.370 (g)					X		
Use technology to facilitate connections among intake and case management information systems	§ 679.370 (h) (1)					X		
Use technology to facilitate access to services provided through the One-Stop delivery system	§ 679.370 (h) (2)					X		
Use technology to meet the needs of individuals with barriers to employment	§ 679.370 (h) (3)					X		
Use technology to leverage resources and capacity	§ 679.370 (h) (4)					X		
Conduct oversight of youth, adult, dislocated worker, and entire One-Stop delivery system	§ 679.370 (i) (1)				•	X		
Ensure the appropriate use and management of funds	§ 679.370 (i) (2)				•	X		

# WIOA Governance Matrix

Roles and Responsibilities	Citations	Governor	State WDB	Lead State Official	Chief/Elected Official (CEO)	Local WDB	Local Fiscal Agent	One-Stop Operator
	KEY: X = Lead(s) • = In Consultation with or Supports SEA = State Education Agency SVRA = Vocational Rehabilitation Agency SWA = State Workforce Administrator							
Ensure the appropriate use, management, and investment of funds to maximize performance outcomes	§ 679.370 (l) (3)				•	X		
Negotiate and reach agreement on local performance indicators	§ 679.370 (j)	X			•	X		
Negotiate on the methods for funding the infrastructure costs of One-Stops	§ 679.370 (k)							
Select, and where appropriate terminate, providers	§ 679.370 (l)					X		
Ensure there are sufficient numbers and types of providers of career services and training services	§ 679.370 (m)			The State		X		
Coordinate activities with education and training providers	§ 679.370 (1)					X		
Review applications to provide adult education and literacy activities	§ 679.370 (n) (1)					X		
Make recommendations to the eligible adult education and literacy agency to promote alignment with the local plan	§ 679.370 (n) (2)					X		
Replicate and implement cooperative agreements to enhance the provision of education and training services	§ 679.370 (n) (3)					X		
Develop a budget for the activities of the Local WDB	§ 679.370 (o)				•	X		
Assess, on an annual basis, the physical and programmatic accessibility of all One-Stops	§ 679.370 (p)					X		
Certify One-Stops	§ 679.370 (q)					X		
Determine whether or not a Local WDB may be selected as a One-Stop Operator	§ 679.410 (a)	X			X			
Determine whether or not a Local WDB may act as a provider of career services	§ 679.410 (b)	X			X			
Determine whether or not a Local WDB may receive a waiver to provide training services	§ 679.410 (c)	X						
Develop a procedure for approving waivers for a Local WDB to provide training services	§ 679.410 (c) (1)		The State					
[May] designate an entity to serve as a local fiscal agent and ensure this agent has clearly defined roles and responsibilities	§ 679.420 (a)	X Single-Area States Only			X			
Receive Funds	§ 679.420 (b) (1)						X	
[May] conduct financial monitoring of service providers	§ 679.420 (b) (2)		•			•	X	
Ensure sustained fiscal integrity and accountability	§ 679.420 (b) (2)						X	
[May] ensure independent audit of all employment and training programs	§ 679.420 (b) (3)		•			•	X	
Respond to financial audits	§ 679.420 (b) (3)						X	
Maintain proper accounting records and adequate documentation	§ 679.420 (b) (4)						X	

# WIOA Governance Matrix

Roles and Responsibilities	Citations	Governor	State WDB	Lead State Official	Chief/Elected Official (CEO)	Local WDB	Local Fiscal Agent	One-Stop Operator
	<b>KEY:</b> X = lead(s) • = in Consultation with or Supports SEA = State Education Agency SVRA = Vocational Rehabilitation Agency SWA = State Workforce Administrator							
Prepare financial reports	§ 679.420 (b) (5)						X	
Provide technical assistance to subrecipients regarding fiscal issues	§ 679.420 (b) (6)						X	
[May] procure contracts or obtain written agreements	§ 679.420 (c) (1)		•			•	X	
Establish and disseminate a policy for the submission of local and regional plans	§ 679.500 (c)	X						
Review regional and local plans	§ 679.520 § 679.570	X						
Establish procedures governing the modification of regional plans.	§ 679.530 § 679.580	X						
Identify the entity responsible for the disbursement of grant funds	§ 679.560 (b) (14)				X			
Approve a Local WDB to be the One-Stop provider	§ 679.600				X			
Request a waiver of statutory or regulatory requirements under WIOA or W-P	§ 679.620	X			•			
Serve as the local grant recipient and responsible for funds provided under WIOA Title I and III	§ 680.100 § 680.700				X			
[May] Establish performance criteria work-based training providers must meet to receive funds	§ 680.530 (b)	X						
Collect performance information and determine whether work-based training providers meet any established criteria	§ 680.530 (c)							X

# **Intergovernmental Agreement**

## **Between**

## **The Municipalities Of**

Barkhamsted, Bethlehem, Bethel, Bridgewater, Brookfield, Canaan, Cheshire, Colebrook, Cornwall, Danbury, Goshen, Hartland, Harwinton, Kent, Litchfield, Middlebury, Morris, Newtown, New Fairfield, New Milford, New Hartford, Naugatuck, Norfolk, North Canaan, Prospect, Redding, Ridgefield, Roxbury, Salisbury, Sharon, Sherman, Southbury, Thomaston, Torrington, Warren, Washington, Waterbury, Watertown, Winchester / Winsted, Wolcott, Woodbury.

THIS Intergovernmental Agreement ("Agreement"), is entered into by and among the above-named municipalities, (collectively referred to as the "Parties" and, each individually, referred to as a Party") that together comprise the local workforce development area under the Workforce Innovation and Opportunity Act of 2014, (WIOA) Pub. L. 113-128, 29 U.S.C. Sec. 3101, et. seq.

WHEREAS WIOA, provides for states to award funds by formula to local workforce development areas for the purpose of providing workforce development services to citizens and residents in the local workforce development area; and

WHEREAS the above-named municipalities, together constitute a local workforce development area, under WIOA; and

WHEREAS WIOA requires that workforce development areas consisting of multiple local governmental units enter into an agreement with each other to describe how they will carry out their roles and responsibilities;

NOW, THEREFORE, in consideration of the premises and mutual covenants and obligations herein contained and subject to the terms and conditions hereinafter stated, the Parties agree and understand as follows:

### **ARTICLE I: AGREEMENT PURPOSE**

It is the purpose of this Agreement to specify the roles of the individual chief elected officials representing their municipality within the workforce development area in carrying out their responsibilities under WIOA in accordance with WIOA §107(c)(1)(B) and 29 CFR 679.310, 29 CFR 679.420 and 29 CFR 683.710

## **ARTICLE II: PARTIES TO THE AGREEMENT**

- a. The Parties to this Agreement shall be each of the forty-one (41) individual municipalities named above as represented by their Chief Elected Officials.
- b. Each Party represents and warrants that it has the constitutional and/or statutory power pursuant to the Connecticut General Statutes to enter into this Agreement and has complied with the requirements necessary to authorize execution of this Agreement.

## **ARTICLE III: TERM**

- a. This Agreement shall become effective on June 1, 2018, and shall automatically renew every 3 years on July 1st of the third year, unless or until:
  - i. The Governor re-designates the Local Workforce Development Area, or
  - ii. This Agreement has been terminated by a Party upon the giving of written notice to the other Parties at least ninety (90) days prior to July 1 of the year in which the Party wishes to withdraw from the Agreement. In such instance this Agreement shall be terminated only as to such Party and not as to the other Parties to the Agreement.
- b. If any Party withdraws from this Agreement in accordance with the terms and conditions of this Agreement:
  - i. The withdrawing Party shall be liable as described in Article VI a, for actions and/or obligations entered into or incurred prior to the effective date of its respective withdrawal.
  - ii. The remaining Parties shall be allocated the future liabilities of the withdrawing Party on a pro-rata basis relative to its then-existing pro-rata liabilities hereunder;
  - iii. At the option of the other Parties:
    - A. This Agreement shall continue as to all of the other Parties and to the extent that an amendment is necessary or appropriate, the Parties may enter into such amendment, or
    - B. A new agreement may be negotiated.

## **ARTICLE IV: ORGANIZATION**

- a. To carry out the purposes of this Agreement a Consortium shall be created consisting of each Party's Chief Elected Official.

- i. The officers of the Consortium of Elected Officials shall include a chairperson, a vice-chairperson and a chairperson pro-tempore.
  - ii. The Chief Elected Officials of the Cities of Danbury and Waterbury shall alternate annually as chair and vice-chair, commencing with the Mayor of Waterbury serving as the chair.
  - iii. The chairperson pro-tempore shall be elected by the Executive Committee, of the Consortium as described in paragraph b below.
- b. There shall be an Executive Committee of the Consortium.
- i. The Executive Committee shall consist of (5) members. Two shall be permanent members and three members shall serve on a two (2) year rotating basis.
    - A. The Mayors of Waterbury and Danbury shall be the permanent members.
    - B. The rotating members shall be determined as follows:
      - C. The Mayor of Danbury shall select the Chief Elected Official of one of the municipalities, party to this Agreement
      - D. The Mayor of Waterbury shall select the Chief Elected Official of one of the municipalities, party to this Agreement
      - E. Together, the Mayors of Waterbury and Danbury shall agree upon the selection of the Chief Elected Official of one of the municipalities, party to this Agreement.
      - F. The terms of the rotating members shall coincide with the calendar year, however the inaugural rotation term shall commence on July 1, 2019 and terminate on December 31, 2021.
  - ii. The officers of the Consortium of Elected Officials shall serve as the officers of the Executive Committee. The chairperson pro-tempore shall be elected by the full Executive Committee, from among the Chief Elected Officials of the rotating municipalities. Each shall hold office until their successors are duly elected. Notwithstanding the foregoing, the initial term of officers shall commence in July 1, 2019 and shall terminate on December 31, 2021.
  - iii. The Consortium of Elected Officials representing the Parties to this Agreement delegates and designates the Executive Committee to perform the duties and responsibilities of the Chief Elected Officials as specified in WIOA.



- A. The Chair shall serve as the signatory for those WIOA responsibilities requiring the signature of the Chief Elected Official.
- B. In the absence of the Chair or if the Chair is unavailable, the Vice Chair may serve as the signatory for those WIOA responsibilities requiring the signature of the Chief Elected Official.
- C. In the absence of the Chair and Vice Chair the Chair Pro-Tempore may serve as the signatory for those WIOA responsibilities requiring the signature of the

iv. Meetings

- I. The Executive Committee shall meet at least semi-annually in January and June and more frequently as may be required to carry out the responsibilities assigned to the Chief Elected Officials under WIOA.
- II. The Executive Committee may decide to meet jointly with the Northwest Regional Workforce Board, Inc. for the purpose of conducting its business.
- III. Executive Committee Meetings in addition to the semiannual meetings may be called by any of the Officers to the Consortium of Elected Officials or upon the request of the Northwest Regional Workforce Board Executive Director to an Officer of the Consortium of Elected Officials.
- IV. The chairperson shall preside at all Executive Committee meetings and shall perform all duties incident to that office. The vice-chairperson shall preside in the absence of the chairperson and shall have the power to exercise and perform all duties of the chairperson.
- V. Meetings of the Executive Committee shall be publicly noticed and open to the public, in accordance with Connecticut State Statutes and federal law.
- VI. A quorum at any Executive Committee meeting shall consist of the majority of the members of the Executive Committee. Actions by the Executive Committee must receive the affirmative votes of a majority of those members present and voting.
- VII. Each member of the Executive Committee shall have one vote.

c. Designation of the Grant Recipient, Sub-Recipient and Fiscal Agent

- i. The City of Waterbury shall be the grant recipient for the purposes of receipt of federal and State workforce development and related funds.
- ii. The Northwest Regional Workforce Investment Board, Inc., a duly recognized 501© 3 nonprofit corporation, shall be the grant sub-recipient and fiscal agent for purposes of receipt of federal and State workforce development and related funds.

- iii. All programs and activities as well the cost of supporting the Consortium of Elected Officials, the Consortium Executive Committee and the Northwest Regional Workforce Board, Inc. shall be paid for and supported by:
    - A. Grant funds appropriated to the sub-grant recipient/fiscal agent, the Northwest Regional Workforce Board, Inc., by federal and State grants or appropriations; and
    - B. Any other grants in aid or assistance or appropriations from any of the Consortium of Elected Officials members, Northwest Regional Workforce Board, Inc. members, or any other organization or person, including the acceptance of gifts, grants, or bequests whether they be in the form of tangible or intangible property.
  - iv. Under the direction of its Executive Director, the Northwest Regional Workforce Board, Inc. shall provide staff support, to the Consortium of Elected Officials, the Consortium Executive Committee and the Northwest Regional Workforce Board, Inc. The staff shall carry out the policies of the Consortium as approved by the Executive Committee, and the Northwest Regional Workforce Board, Inc., produce required reports for their review and approval and provide such other services as may be necessary for the workforce board and Executive Committee to carry out its business.
- d. Creation and Appointment of a Majority Private Sector Workforce Development Board
- i. In accordance with WIOA section 107 and Conn. General. Statues. 31.31 the Executive Committee shall appoint the members of the Northwest Regional Workforce Board, Inc.. The Workforce Board shall be comprised of four (4) categories of membership. Appointments to each category of membership shall meet the WIOA requirements described below:
    - A. Representatives of the Private Sector which shall be the majority of the members appointed
      - I. Nominations to the private sector seats on the Northwest Regional Workforce Investment Board shall be made by local business organizations and industry/trade associations and may be submitted to the Northwest Regional Workforce Board, Inc. for recommendation to the Executive Committee. shall--
      - II. Private sector members shall be owners, chief executive officers, chief operating officers, or other individuals with optimum policy-making or hiring authority from businesses providing employment opportunities in in-demand industry sectors or occupations in the workforce development area.
      - III. At two members must represent small business as defined by the U.S. Small Business Administration



**B. Workforce Representatives which shall comprise 20 percent of the members appointed:**

**I. Nominations to the workforce representative seats shall be made by local labor federations.**

**II. A minimum of three (3) members in this category shall be Representatives of Labor Organizations, one (1) of which shall be a training director, from a joint labor management apprenticeship program or a representative of an apprenticeship program in the workforce area if no joint program exists in the area.**

**III. The balance of the members in this category may be:**

**aa. Representatives of community-based organizations serving the employment needs of individuals with barriers to employment, or**

**bb. Representatives of organizations serving veterans or**

**cc. Representatives of organizations that provide or support competitive integrated employment for individuals with disabilities, or**

**dd. Representatives of organizations serving youth including out-of-school youth**

**C. Representatives of Education which shall include:**

**I. At least one eligible training provider administering adult education and literacy activities under WIOA title II, and**

**II. At least one representative from an institution of higher education including community colleges.**

**aa. If it is determined that there is more than one local area provider of WIOA Title II adult education and literacy activities nominations shall be made by those entities.**

**bb. As there are multiple institutions of higher education providing workforce investment activities in the workforce area nominations shall be made from those entities.**

**III. May include Representative(s) of local educational agencies or community-based organizations with expertise in education or training for individuals with barriers to employment.**

**D. Representatives of governmental, economic and community development entities which shall include:**

- I. A representative from an economic and community development entity,
- II. A representative from the State employment service office,
- III. A representative of the programs carried out under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) and
- IV. May include representatives of:
  - aa. Local transportation, housing, and public assistance agencies, or
  - bb. Local philanthropic organizations, or
  - cc. Other individuals as may be determined by Executive Board.
- ii. The nomination process for any of the categories of members not specified above shall be determined by the Executive Committee.
- iii. Local Workforce Development Board members shall serve at the pleasure of the Executive Committee.

#### ARTICLE V: POWERS DELEGATED TO THE EXECUTIVE COMMITTEE

- a. In addition to the powers already granted under this Agreement, the Executive Committee shall execute the following powers on behalf of the Consortium of Elected Officials for the workforce area:
  - i. To adopt policies in those areas delegated to the chief elected officials under WIOA aligned with federal and state rules and regulations.
  - ii. To adopt policies together with the Northwest Regional Workforce Board, Inc. in those areas delegated to the Chief Elected Official(s) and the local board under WIOA
  - iii. To enter into contracts with any one of the Parties to this Agreement
  - iv. To amend this Agreement, except for amendments or modifications to this Agreement related to the liability for funds under WIOA as described in Article VI.
  - v. To enter into contracts with the State Board or with the Northwest Regional Workforce Development Board Inc., appointed by the Executive Committee.

- vi. Establishment of the manner in which funds shall be disbursed or paid, which shall be by the Northwest Regional Workforce Board, Inc., designated to serve as the Fiscal Agent for the workforce area.
  - vii. To approve the process and selection of an independent auditor who shall perform the audit required under 2 CFR 200 Part F.
  - viii. To accept grants, donations, gifts, subject to conflict of interest laws, or other any other types of financial assistance as allowed by law
  - ix. The manner in which any program income, fee for services or surplus funds may be expended.
  - x. The composition, membership appointments, and organizational approval of any advisory or partnership bodies to the Executive Committee or the Consortium.
- b. Together with the Local Workforce Investment Board:
- i. Approve the budget of the Board
  - ii. Approve the Local Workforce Plan
  - iii. Designate/certify or competitively select local one-stop operators;
  - iv. Provide oversight with respect to all grant activities
  - v. Negotiate local performance measures and levels with the State;
  - vi. Establish the manner in which staff shall be employed to carry out and serve Consortium objectives with regard to workforce investment and related program policies; and
  - vii. The Local Workforce Development Board shall be responsible for the selection of an Executive Director. The process for the selection of an executive director shall be approved by the Executive Committee; and
- c. Any other necessary and proper matters as they may arise and as is agreed upon by the Executive Committee or Parties.

#### **ARTICLE VI: GENERAL PROVISIONS**

- a. Assignment of liability for the funds.
  - i. The local workforce development area is comprised of forty-one (41) municipalities each of which is a Party to and has entered into this Agreement.

- ii. The parties recognize that WIOA assigns liability for the grant funds to the Grant Recipient which is the local Chief Elected Official or where there are multiple units of government in a local workforce development area, the Chief Elected Officials may agree on the allocation of liability among all the units of government.
- iii. In compliance with WIOA the Parties therefore agree that if an event resulting in a liability or loss is assessed against the Northwest Regional Workforce Development Area, related solely to the expenditures of grant funds, the Parties will assign liability amongst themselves equal to the worth of the relative benefit and proportionate use that each individual Municipality/Party received from the grant(s) during the grant award period in which the liability was incurred, subject to the following:
  - A. The Fiscal Agent for the local workforce area, the Northwest Regional Workforce Board, Inc., shall purchase the below listed insurance coverages to indemnify the Parties and to cover any liability event:
    - I. Directors and Officers Insurance with a Professional Liability (Errors and Omissions) Rider and which includes the cost of defense, to cover any monitoring or audit findings requiring the repayment of funds to the state or federal government including misappropriation or misuse of grant funds.
    - II. Employment Practices Liability Insurance
    - III. Commercial General Liability Insurance to cover claims involving bodily injury or property damage including fire including non-owner vehicle coverage.
    - IV. Commercial Crime Coverage to protect against crime, theft or fraud.
    - V. Employment Practices Liability Insurance to cover claims made by employees alleging discrimination (based on sex, race, age or disability, for example), wrongful termination, harassment and other employment-related issues, such as failure to promote.
  - B. Payment of insurance deductibles from grant funds, as allowed under, 2 CFR 200 et. seq. shall be made before the assignment of liability in order to reduce the amount of the liability for each Party.
  - C. Assuring that the Municipalities and Consortium/Executive Committee members are named insureds under the policies or that all insurance coverage required under this Agreement cites each Municipality, and the

Consortium/Executive Committee as additional insureds under the policies.

- D. The Northwest Regional Workforce Board, Inc. responding to findings or claims on a timely basis, providing such documentation as necessary to reduce any and all liabilities to the smallest amount possible and exhausting all appeals of audit or monitoring finding prior to the final assignment of liability, including a request for forgiveness or a waiver as allowed under 20 CFR 683.
- E. Utilizing alternative methods of repayment for the resolution any finding other than a cash repayment as provided for under federal law including a request for waiver or forgiveness as allowed under WIOA and 2 CFR 200 et, seq.
- F. Inclusion of the following clause in the Agreement between the Northwest Regional Workforce Board, Inc. and the Consortium of elected officials that:

"The Agreement Does Not Create an Agency or Employment Relationship Between the Consortium/Executive Council and the Northwest Regional Workforce Board, Inc.

That the Consortium/Executive Committee agree that the Northwest Regional Workforce Board, Inc. is an independent contractor and that no provision of the Agreement Between the Consortium/Executive Committee and the Northwest Regional Workforce Board, Inc. shall be construed as creating an agency or employment relationship between the Consortium/Executive Committee and the Northwest Regional Workforce Board, Inc. and their employees."

"The Northwest Regional Workforce Board, Inc. Responsible for Acts of Employees

The Consortium/Executive Committee and the Northwest Regional Workforce Board, Inc. agree that the Northwest Regional Workforce Board, Inc. shall be responsible for the actions of its representatives and employees, with regard to all aspects of Northwest Regional Workforce Board, Inc. responsibilities in serving as the administrative entity and fiscal agent for the Northwest Regional Workforce Board, Inc..

- iv. To assure that The Consortium/Executive Committee is apprised of the state of the Northwest Regional Workforce Board, Inc., copies of all state and federal monitoring reports the annual organization-wide independent

audit shall be distributed to each Municipality/Party to this Agreement addressed to its Chief Elected Official within ten days of their receipt.

- v. In the event of a finding or claim the Northwest Regional Workforce Board, Inc. shall keep each Municipality apprised of all resolution strategies and written responses to the findings through written communications and meetings as appropriate.
- b. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
- c. Whenever any Party desires to give notice unto another Party, notice must be given in writing sent by registered United States Mail with Return Receipt Requested, or by nationally recognized overnight courier, addressed to the Party for whom it is intended, at the address last specified in compliance with the provision of this Section. The Parties designate the office address of their respective Chief Elected Officials listed with their respective signatures on this Agreement as place for giving notice to a Party under this Agreement. Each Party may change the address for notice pursuant to a subsequent notice by the method and manner described in this Section.
- d. The Executive Committee shall make such reports to the State and the federal government as may be required and shall require such reports as necessary from the Board, the grant recipient or grant sub-recipient.
- e. No amendment or modification to this Agreement that increases the liability of any Party to the Agreement shall be effective unless such amendment or modification is agreed to in a written document executed and delivered on behalf of such Party by its authorized representative provided, however that any amendment to liabilities that occurs pursuant to Article III, Section b of this Agreement shall not require such written consent. All other amendments or modifications to the Agreement may be effected by the Executive Committee, which shall provide written notice to all Parties of such other amendments or modifications to this Agreement.
- f. Executive Committee members may be reimbursed for travel and out of pocket expenses to the extent allowed by the authorizing legislation governing the funding stream from which reimbursement is sought. Reimbursement shall be in accordance with federal, State and local policies.

- g. To the extent a dispute shall arise among the Parties in connection with this Agreement, the Parties shall first attempt an informal resolution, followed by formal mediation.
- h. Captions to Articles of this Agreement are for convenience only and shall form no part of this Agreement.
- i. This Agreement shall be deemed to be a binding contract and shall be construed in accordance with and governed by the laws of the State of Connecticut, without regard to its principles governing conflicts of laws.
- j. In the event that any provision of this Agreement or the application of any such provision to any Party or circumstances be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
- k. Any waiver at any time by any Party of its rights with respect to any default or other matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or other matter.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature;

**Signature Page of**

**KENT**

**Intergovernmental Agreement between the Municipalities of**

Barkhamsted, Bethlehem, Bethel, Bridgewater, Brookfield, Canaan, Cheshire, Colebrook, Cornwall, Danbury, Goshen, Hartland, Harwinton, Kent, Litchfield, Middlebury, Morris, Newtown, New Fairfield, New Milford, New Hartford, Naugatuck, Norfolk, North Canaan, Prospect, Redding, Ridgefield, Roxbury, Salisbury, Sharon, Sherman, Southbury, Thomaston, Torrington, Warren, Washington, Waterbury, Watertown, Winchester, Wolcott, Woodbury

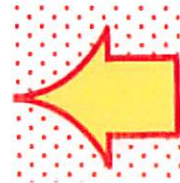
The Municipality KENT, Through its \_\_\_\_\_, duly authorized.

Address for Notice

41 Kent Green Blvd.  
P.O. Box 678  
06757

BY: \_\_\_\_\_  
Bruce Adams – First Selectman

Date: \_\_\_\_\_





## **Intergovernmental Agreement**

### **Between**

### **The Municipalities Of**

Barkhamsted, Bethlehem, Bethel, Bridgewater, Brookfield, Canaan, Cheshire, Colebrook, Cornwall, Danbury, Goshen, Hartland, Harwinton, Kent, Litchfield, Middlebury, Morris, Newtown, New Fairfield, New Milford, New Hartford, Naugatuck, Norfolk, North Canaan, Prospect, Redding, Ridgefield, Roxbury, Salisbury, Sharon, Sherman, Southbury, Thomaston, Torrington, Warren, Washington, Waterbury, Watertown, Winchester / Winsted, Wolcott, Woodbury.

THIS Intergovernmental Agreement ("Agreement"), is entered into by and among the above-named municipalities, (collectively referred to as the "Parties" and, each individually, referred to as a Party") that together comprise the local workforce development area under the Workforce Innovation and Opportunity Act of 2014, (WIOA) Pub. L. 113-128, 29 U.S.C. Sec. 3101, et. seq.

WHEREAS WIOA, provides for states to award funds by formula to local workforce development areas for the purpose of providing workforce development services to citizens and residents in the local workforce development area; and

WHEREAS the above-named municipalities, together constitute a local workforce development area, under WIOA; and

WHEREAS WIOA requires that workforce development areas consisting of multiple local governmental units enter into an agreement with each other to describe how they will carry out their roles and responsibilities;

NOW, THEREFORE, in consideration of the premises and mutual covenants and obligations herein contained and subject to the terms and conditions hereinafter stated, the Parties agree and understand as follows:

#### **ARTICLE I: AGREEMENT PURPOSE**

It is the purpose of this Agreement to specify the roles of the individual chief elected officials representing their municipality within the workforce development area in carrying out their responsibilities under WIOA in accordance with WIOA §107(c)(1)(B) and 29 CFR 679.310, 29 CFR 679.420 and 29 CFR 683.710

## **ARTICLE II: PARTIES TO THE AGREEMENT**

- a. The Parties to this Agreement shall be each of the forty-one (41) individual municipalities named above as represented by their Chief Elected Officials.**
- b. Each Party represents and warrants that it has the constitutional and/or statutory power pursuant to the Connecticut General Statutes to enter into this Agreement and has complied with the requirements necessary to authorize execution of this Agreement.**

## **ARTICLE III: TERM**

- a. This Agreement shall become effective on June 1, 2018, and shall automatically renew every 3 years on July 1st of the third year, unless or until:**
  - i. The Governor re-designates the Local Workforce Development Area, or**
  - ii. This Agreement has been terminated by a Party upon the giving of written notice to the other Parties at least ninety (90) days prior to July 1 of the year in which the Party wishes to withdraw from the Agreement. In such instance this Agreement shall be terminated only as to such Party and not as to the other Parties to the Agreement.**
- b. If any Party withdraws from this Agreement in accordance with the terms and conditions of this Agreement:**
  - i. The withdrawing Party shall be liable as described in Article VI a, for actions and/or obligations entered into or incurred prior to the effective date of its respective withdrawal.**
  - ii. The remaining Parties shall be allocated the future liabilities of the withdrawing Party on a pro-rata basis relative to its then-existing pro-rata liabilities hereunder;**
  - iii. At the option of the other Parties:**
    - A. This Agreement shall continue as to all of the other Parties and to the extent that an amendment is necessary or appropriate, the Parties may enter into such amendment, or**
    - B. A new agreement may be negotiated.**

## **ARTICLE IV: ORGANIZATION**

- a. To carry out the purposes of this Agreement a Consortium shall be created consisting of each Party's Chief Elected Official.**

- i. The officers of the Consortium of Elected Officials shall include a chairperson, a vice-chairperson and a chairperson pro-tempore.
  - ii. The Chief Elected Officials of the Cities of Danbury and Waterbury shall alternate annually as chair and vice-chair, commencing with the Mayor of Waterbury serving as the chair.
  - iii. The chairperson pro-tempore shall be elected by the Executive Committee, of the Consortium as described in paragraph b below.
- b. There shall be an Executive Committee of the Consortium.
- i. The Executive Committee shall consist of (5) members. Two shall be permanent members and three members shall serve on a two (2) year rotating basis.
    - A. The Mayors of Waterbury and Danbury shall be the permanent members.
    - B. The rotating members shall be determined as follows:
      - C. The Mayor of Danbury shall select the Chief Elected Official of one of the municipalities, party to this Agreement
      - D. The Mayor of Waterbury shall select the Chief Elected Official of one of the municipalities, party to this Agreement
      - E. Together, the Mayors of Waterbury and Danbury shall agree upon the selection of the Chief Elected Official of one of the municipalities, party to this Agreement.
      - F. The terms of the rotating members shall coincide with the calendar year, however the inaugural rotation term shall commence on July 1, 2019 and terminate on December 31, 2021.
  - ii. The officers of the Consortium of Elected Officials shall serve as the officers of the Executive Committee. The chairperson pro-tempore shall be elected by the full Executive Committee, from among the Chief Elected Officials of the rotating municipalities. Each shall hold office until their successors are duly elected. Notwithstanding the foregoing, the initial term of officers shall commence in July 1, 2019 and shall terminate on December 31, 2021.
  - iii. The Consortium of Elected Officials representing the Parties to this Agreement delegates and designates the Executive Committee to perform the duties and responsibilities of the Chief Elected Officials as specified in WIOA.

- A. The Chair shall serve as the signatory for those WIOA responsibilities requiring the signature of the Chief Elected Official.
- B. In the absence of the Chair or if the Chair is unavailable, the Vice Chair may serve as the signatory for those WIOA responsibilities requiring the signature of the Chief Elected Official.
- C. In the absence of the Chair and Vice Chair the Chair Pro-Tempore may serve as the signatory for those WIOA responsibilities requiring the signature of the

iv. Meetings

- I. The Executive Committee shall meet at least semi-annually in January and June and more frequently as may be required to carry out the responsibilities assigned to the Chief Elected Officials under WIOA.
- II. The Executive Committee may decide to meet jointly with the Northwest Regional Workforce Board, Inc. for the purpose of conducting its business.
- III. Executive Committee Meetings in addition to the semiannual meetings may be called by any of the Officers to the Consortium of Elected Officials or upon the request of the Northwest Regional Workforce Board Executive Director to an Officer of the Consortium of Elected Officials.
- IV. The chairperson shall preside at all Executive Committee meetings and shall perform all duties incident to that office. The vice-chairperson shall preside in the absence of the chairperson and shall have the power to exercise and perform all duties of the chairperson.
- V. Meetings of the Executive Committee shall be publicly noticed and open to the public, in accordance with Connecticut State Statutes and federal law.
- VI. A quorum at any Executive Committee meeting shall consist of the majority of the members of the Executive Committee. Actions by the Executive Committee must receive the affirmative votes of a majority of those members present and voting.
- VII. Each member of the Executive Committee shall have one vote.

c. Designation of the Grant Recipient, Sub-Recipient and Fiscal Agent

- i. The City of Waterbury shall be the grant recipient for the purposes of receipt of federal and State workforce development and related funds.
- ii. The Northwest Regional Workforce Investment Board, Inc., a duly recognized 501© 3 nonprofit corporation, shall be the grant sub-recipient and fiscal agent for purposes of receipt of federal and State workforce development and related funds.

- iii. All programs and activities as well the cost of supporting the Consortium of Elected Officials, the Consortium Executive Committee and the Northwest Regional Workforce Board, Inc. shall be paid for and supported by:
    - A. Grant funds appropriated to the sub-grant recipient/fiscal agent, the Northwest Regional Workforce Board, Inc., by federal and State grants or appropriations; and
    - B. Any other grants in aid or assistance or appropriations from any of the Consortium of Elected Officials members, Northwest Regional Workforce Board, Inc. members, or any other organization or person, including the acceptance of gifts, grants, or bequests whether they be in the form of tangible or intangible property.
  - iv. Under the direction of its Executive Director, the Northwest Regional Workforce Board, Inc. shall provide staff support, to the Consortium of Elected Officials, the Consortium Executive Committee and the Northwest Regional Workforce Board, Inc. The staff shall carry out the policies of the Consortium as approved by the Executive Committee, and the Northwest Regional Workforce Board, Inc., produce required reports for their review and approval and provide such other services as may be necessary for the workforce board and Executive Committee to carry out its business.
- d. Creation and Appointment of a Majority Private Sector Workforce Development Board
- i. In accordance with WIOA section 107 and Conn. General Statutes 31-31 the Executive Committee shall appoint the members of the Northwest Regional Workforce Board, Inc.. The Workforce Board shall be comprised of four (4) categories of membership. Appointments to each category of membership shall meet the WIOA requirements described below:
    - A. Representatives of the Private Sector which shall be the majority of the members appointed
      - I. Nominations to the private sector seats on the Northwest Regional Workforce Investment Board shall be made by local business organizations and industry/trade associations and may be submitted to the Northwest Regional Workforce Board, Inc. for recommendation to the Executive Committee. ~~shall-~~
      - II. Private sector members shall be owners, chief executive officers, chief operating officers, or other individuals with optimum policy-making or hiring authority from businesses providing employment opportunities in in-demand industry sectors or occupations in the workforce development area.
    - III. At two members must represent small business as defined by the U.S. Small Business Administration

**B. Workforce Representatives which shall comprise 20 percent of the members appointed:**

- I. Nominations to the workforce representative seats shall be made by local labor federations.**
- II. A minimum of three (3) members in this category shall be Representatives of Labor Organizations, one (1) of which shall be a training director, from a joint labor management apprenticeship program or a representative of an apprenticeship program in the workforce area if no joint program exists in the area.**
- III. The balance of the members in this category may be:**
  - aa. Representatives of community-based organizations serving the employment needs of individuals with barriers to employment, or**
  - bb. Representatives of organizations serving veterans or**
  - cc. Representatives of organizations that provide or support competitive integrated employment for individuals with disabilities, or**
  - dd. Representatives of organizations serving youth including out-of-school youth**

**C. Representatives of Education which shall include:**

- I. At least one eligible training provider administering adult education and literacy activities under WIOA title II, and**
- II. At least one representative from an institution of higher education including community colleges.**
  - aa. If it is determined that there is more than one local area provider of WIOA Title II adult education and literacy activities nominations shall be made by those entities.**
  - bb. As there are multiple institutions of higher education providing workforce investment activities in the workforce area nominations shall be made from those entities.**
- III. May include Representative(s) of local educational agencies or community-based organizations with expertise in education or training for individuals with barriers to employment.**

**D. Representatives of governmental, economic and community development entities which shall include:**



- I. A representative from an economic and community development entity,
- II. A representative from the State employment service office,
- III. A representative of the programs carried out under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) and
- IV. May include representatives of:
  - aa. Local transportation, housing, and public assistance agencies, or
  - bb. Local philanthropic organizations, or
  - cc. Other individuals as may be determined by Executive Board.
- ii. The nomination process for any of the categories of members not specified above shall be determined by the Executive Committee.
- iii. Local Workforce Development Board members shall serve at the pleasure of the Executive Committee.

#### ARTICLE V: POWERS DELEGATED TO THE EXECUTIVE COMMITTEE

- a. In addition to the powers already granted under this Agreement, the Executive Committee shall execute the following powers on behalf of the Consortium of Elected Officials for the workforce area:
  - i. To adopt policies in those areas delegated to the chief elected officials under WIOA aligned with federal and state rules and regulations.
  - ii. To adopt policies together with the Northwest Regional Workforce Board, Inc. in those areas delegated to the Chief Elected Official(s) and the local board under WIOA
  - iii. To enter into contracts with any one of the Parties to this Agreement
  - iv. To amend this Agreement, except for amendments or modifications to this Agreement related to the liability for funds under WIOA as described in Article VI.
  - v. To enter into contracts with the State Board or with the Northwest Regional Workforce Development Board Inc., appointed by the Executive Committee.

- vi. Establishment of the manner in which funds shall be disbursed or paid, which shall be by the Northwest Regional Workforce Board, Inc., designated to serve as the Fiscal Agent for the workforce area.
  - vii. To approve the process and selection of an independent auditor who shall perform the audit required under 2 CFR 200 Part F.
  - viii. To accept grants, donations, gifts, subject to conflict of interest laws, or other any other types of financial assistance as allowed by law
  - ix. The manner in which any program income, fee for services or surplus funds may be expended.
  - x. The composition, membership appointments, and organizational approval of any advisory or partnership bodies to the Executive Committee or the Consortium.
- b. Together with the Local Workforce Investment Board:
- i. Approve the budget of the Board
  - ii. Approve the Local Workforce Plan
  - iii. Designate/certify or competitively select local one-stop operators;
  - iv. Provide oversight with respect to all grant activities
  - v. Negotiate local performance measures and levels with the State;
  - vi. Establish the manner in which staff shall be employed to carry out and serve Consortium objectives with regard to workforce investment and related program policies; and
  - vii. The Local Workforce Development Board shall be responsible for the selection of an Executive Director. The process for the selection of an executive director shall be approved by the Executive Committee; and
- c. Any other necessary and proper matters as they may arise and as is agreed upon by the Executive Committee or Parties.

#### ARTICLE VI: GENERAL PROVISIONS

- a. Assignment of liability for the funds.
  - i. The local workforce development area is comprised of forty-one (41) municipalities each of which is a Party to and has entered into this Agreement.

- ii. The parties recognize that WIOA assigns liability for the grant funds to the Grant Recipient which is the local Chief Elected Official or where there are multiple units of government in a local workforce development area, the Chief Elected Officials may agree on the allocation of liability among all the units of government.
- iii. In compliance with WIOA the Parties therefore agree that if an event resulting in a liability or loss is assessed against the Northwest Regional Workforce Development Area, related solely to the expenditures of grant funds, the Parties will assign liability amongst themselves equal to the worth of the relative benefit and proportionate use that each individual Municipality/Party received from the grant(s) during the grant award period in which the liability was incurred, subject to the following:
  - A. The Fiscal Agent for the local workforce area, the Northwest Regional Workforce Board, Inc., shall purchase the below listed insurance coverages to indemnify the Parties and to cover any liability event:
    - I. Directors and Officers Insurance with a Professional Liability (Errors and Omissions) Rider and which includes the cost of defense, to cover any monitoring or audit findings requiring the repayment of funds to the state or federal government including misappropriation or misuse of grant funds.
    - II. Employment Practices Liability Insurance
    - III. Commercial General Liability Insurance to cover claims involving bodily injury or property damage including fire including non-owner vehicle coverage.
    - IV. Commercial Crime Coverage to protect against crime, theft or fraud.
    - V. Employment Practices Liability Insurance to cover claims made by employees alleging discrimination (based on sex, race, age or disability, for example), wrongful termination, harassment and other employment-related issues, such as failure to promote.
  - B. Payment of insurance deductibles from grant funds, as allowed under, 2 CFR 200 et. seq. shall be made before the assignment of liability in order to reduce the amount of the liability for each Party.
  - C. Assuring that the Municipalities and Consortium/Executive Committee members are named insureds under the policies or that all insurance coverage required under this Agreement cites each Municipality, and the

Consortium/Executive Committee as additional insureds under the policies.

- D. The Northwest Regional Workforce Board, Inc. responding to findings or claims on a timely basis, providing such documentation as necessary to reduce any and all liabilities to the smallest amount possible and exhausting all appeals of audit or monitoring finding prior to the final assignment of liability, including a request for forgiveness or a waiver as allowed under 20 CFR 683.
- E. Utilizing alternative methods of repayment for the resolution any finding other than a cash repayment as provided for under federal law including a request for waiver or forgiveness as allowed under WIOA and 2 CFR 200 et, seq.
- F. Inclusion of the following clause in the Agreement between the Northwest Regional Workforce Board, Inc. and the Consortium of elected officials that:

"The Agreement Does Not Create an Agency or Employment Relationship Between the Consortium/Executive Council and the Northwest Regional Workforce Board, Inc.

That the Consortium/Executive Committee agree that the Northwest Regional Workforce Board, Inc. is an independent contractor and that no provision of the Agreement Between the Consortium/Executive Committee and the Northwest Regional Workforce Board, Inc. shall be construed as creating an agency or employment relationship between the Consortium/Executive Committee and the Northwest Regional Workforce Board, Inc. and their employees."

"The Northwest Regional Workforce Board, Inc. Responsible for Acts of Employees

The Consortium/Executive Committee and the Northwest Regional Workforce Board, Inc. agree that the Northwest Regional Workforce Board, Inc. shall be responsible for the actions of its representatives and employees, with regard to all aspects of Northwest Regional Workforce Board, Inc. responsibilities in serving as the administrative entity and fiscal agent for the Northwest Regional Workforce Board, Inc..

- iv. To assure that The Consortium/Executive Committee is apprised of the state of the Northwest Regional Workforce Board, Inc., copies of all state and federal monitoring reports the annual organization-wide independent

audit shall be distributed to each Municipality/Party to this Agreement addressed to its Chief Elected Official within ten days of their receipt.

- v. In the event of a finding or claim the Northwest Regional Workforce Board, Inc. shall keep each Municipality apprised of all resolution strategies and written responses to the findings through written communications and meetings as appropriate.
- b. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
- c. Whenever any Party desires to give notice unto another Party, notice must be given in writing sent by registered United States Mail with Return Receipt Requested, or by nationally recognized overnight courier, addressed to the Party for whom it is intended, at the address last specified in compliance with the provision of this Section. The Parties designate the office address of their respective Chief Elected Officials listed with their respective signatures on this Agreement as place for giving notice to a Party under this Agreement. Each Party may change the address for notice pursuant to a subsequent notice by the method and manner described in this Section.
- d. The Executive Committee shall make such reports to the State and the federal government as may be required and shall require such reports as necessary from the Board, the grant recipient or grant sub-recipient.
- e. No amendment or modification to this Agreement that increases the liability of any Party to the Agreement shall be effective unless such amendment or modification is agreed to in a written document executed and delivered on behalf of such Party by its authorized representative provided, however that any amendment to liabilities that occurs pursuant to Article III, Section b of this Agreement shall not require such written consent. All other amendments or modifications to the Agreement may be effected by the Executive Committee, which shall provide written notice to all Parties of such other amendments or modifications to this Agreement.
- f. Executive Committee members may be reimbursed for travel and out of pocket expenses to the extent allowed by the authorizing legislation governing the funding stream from which reimbursement is sought. Reimbursement shall be in accordance with federal, State and local policies.

- g. To the extent a dispute shall arise among the Parties in connection with this Agreement, the Parties shall first attempt an informal resolution, followed by formal mediation.
- h. Captions to Articles of this Agreement are for convenience only and shall form no part of this Agreement.
- i. This Agreement shall be deemed to be a binding contract and shall be construed in accordance with and governed by the laws of the State of Connecticut, without regard to its principles governing conflicts of laws.
- j. In the event that any provision of this Agreement or the application of any such provision to any Party or circumstances be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
- k. Any waiver at any time by any Party of its rights with respect to any default or other matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or other matter.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature;



Signature Page of

KENT

Intergovernmental Agreement between the Municipalities of

Barkhamsted, Bethlehem, Bethel, Bridgewater, Brookfield, Canaan, Cheshire, Colebrook, Cornwall, Danbury, Goshen, Hartland, Harwinton, Kent, Litchfield, Middlebury, Morris, Newtown, New Fairfield, New Milford, New Hartford, Naugatuck, Norfolk, North Canaan, Prospect, Redding, Ridgefield, Roxbury, Salisbury, Sharon, Sherman, Southbury, Thomaston, Torrington, Warren, Washington, Waterbury, Watertown, Winchester, Wolcott, Woodbury

The Municipality KENT, Through its \_\_\_\_\_, duly authorized.

Address for Notice

41 Kent Green Blvd.  
P.O. Box 678  
06757

BY:

Bruce Adams – First Selectman

Date:





Joyce Kearns <adminassist@townofkentct.org>

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## Fwd: FW: Workforce Investment Board Intergovernmental Agreement (s)

1 message

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**Bruce Adams** <firstselectman@townofkentct.org>  
To: Joyce Kearns <adminassist@townofkentct.org>

Wed, Sep 19, 2018 at 3:06 PM

----- Forwarded message -----

From: **D. Randall DiBella** <drdibella@crameranderson.com>  
Date: Mon, Sep 17, 2018 at 3:50 PM  
Subject: FW: Workforce Investment Board Intergovernmental Agreement (s)  
To: "Bruce Adams (firstselectman@townofkentct.org)" <firstselectman@townofkentct.org>

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**From:** D. Randall DiBella  
**Sent:** Monday, September 17, 2018 3:48 PM  
**To:** 'Bruce Adams'  
**Subject:** RE: Workforce Investment Board Intergovernmental Agreement (s)

Hi Bruce

I have reviewed the proposed Intergovernmental Agreement (IA) and the federal statute under which this bureaucratic morass was created. The statute, 29 United States Code §29-3101 et seq known as the *Workforce Innovation and Opportunity Act* of 2014, repeals and replaces the *Workforce Investment Act* of 1998.

The IA is much less onerous than the previous proposal, which potentially exposed the towns to liability for the dereliction of others. This IA is an organizational directive, and sets in place a multi-tiered bureaucracy to administer grants and distribute funds from whatever source they are derived in order to provide "workforce development services" within the so-called "local workforce development area" to serve those with "barriers to employment". This includes funding for education and training and employment programs. The region includes Waterbury and Danbury, and (I wouldn't expect a high level of funding because benefits are pro rata based on an undefined formula; at least undefined in this IA. This Agreement is essentially devoted to the structural organizational requirements of the "group of 41" and does not define duties and responsibilities as to local management requirements except to require participation in the various consortiums. The committee and consortium structure required union representatives and representatives of a number of defined classes of individuals that experience "barriers to employment." I see no great threat to Kent, except that the First Selectman is Kent's representative just as every other first selectman or mayor, as the case may be, is the



representative of their respective town or city. It is noteworthy, however, that the responsibilities of the party representatives are undefined except as to the frequency of meeting.

The IA is for three (3) years commencing July 1, 2018, and will automatically renew unless notice of termination is given at least 90 days prior to July 1 of the year of expected renewal.

In short I see no real downside in that the IA does not call for any overt expenditure except as to the time and expense of the First Selectman's work and travel. It should be borne in mind, however, that it is likely the formula share for Kent will be very small.

I will be happy to provide a more formal and structured analysis for the BOS should you think that necessary. I have attached the federal statute that sets forth the mission statement of the Act.

Regards

Randy DiBella

Kent Town Attorney

**From:** Bruce Adams [mailto:[firstselectman@townofkentct.org](mailto:firstselectman@townofkentct.org)] **essential**  
**Sent:** Thursday, September 13, 2018 3:52 PM  
**To:** D. Randall DiBella  
**Subject:** Fwd: Workforce Investment Board Intergovernmental Agreement (s)

Randy,

You may recall going over this last year. Your advice was "Don't sign it", so I didn't. Mainly due to liability it dumped on towns. Today at COG they presented the attached revised version. Please let me know if this changes your opinion.

It also applies to your new clients Washington and North Canaan.

----- Forwarded message -----

**From:** Catherine.Awwad <[Catherine.awwad@nrwib.org](mailto:Catherine.awwad@nrwib.org)>  
**Date:** Thu, Sep 13, 2018 at 3:45 PM  
**Subject:** Workforce Investment Board Intergovernmental Agreement (s)  
**To:** Barbara Henry <[bhenry@roxburycr.com](mailto:bhenry@roxburycr.com)>, Bob Geiger <[townmanager@townofwinchester.org](mailto:townmanager@townofwinchester.org)>, Bob Valentine

<1stselectman@goshenct.gov>, Brent Colley <brent\_c@sharon-ct.org>, Bruce Adams <firstselectman@townofkentct.org>, Candy Perez <mayorwinsted@gmail.com>, Craig Nelson <selectman@warrentct.org>, Curtis Rand <crand@salisburyct.us>, Dan Jerram <djerram@town.new-hartford.ct.us>, Don Stein <dstein@barkhamsted.us>, Gordon Ridgway <cwlselectmen@optonline.net>, Henry Todd <selectmen@canaanfallsvillage.org>, Leo Paul <paul@townoflitchfield.org>, mayor@newmilford.org, Mark Lyon <Mark.Lyon@washingtonct.org>, Matthew Riiska <townnorfolk@snet.net>, Thomas Weik <1stselectman@townofmorrisct.com>, Tom McKeon <tommckeon@colebrooktownhall.org>, Wade Cole <selectmen@hartland.necoxmail.com>, Wade Cole <wadec@snet.net>, nwhess@naugatuck-ct.gov, Jim McGrath <JMcGrath@naugatuck-ct.gov>, town.of.prspct@sbcglobal.net, Ed Mone <emone@thomastonct.org>, rscannell@watertownct.org, Neil O'Leary <noleary@waterburyct.org>, Elinor Carbone <Elinor\_Carbone@torringtonct.org>, Jeffrey Manville <Selectman@southbury-ct.gov>, dlowe@townofshermanct.org, Charles Perotti <selectman@northcanaan.org>, pdelmonaco@newfairfield.org, cfennessey@newfairfield.org, "Lundquist, Paul" <PLundquist.Newtown@gmail.com>, first.selectman@newtown-ct.gov, firstselectman@middlebury-ct.org, Michael Criss <mcriss@harwinton.us>, selectman@hartland.necoxmail.com, m.boughton@danbury-ct.gov, alindblom@bridgewaterhall.org, cread@bridgewaterhall.org, firstselectman@bethel-ct.org, knickerbockerm@bethel-ct.gov, ljassard@bethlehemct.org, Susan Marcinek <susan.marcinek@newtown-ct.gov>, Dean Esposito <d.esposito@danbury-ct.gov>, dcarlton@woodburyct.org  
Cc: bos@brookfieldct.gov, Julia Pemberton <jpemberton@townofreddingct.org>, jpemberton@townofredding.org, selectman@ridgefieldct.org, billbutterly@woodburyct.org, lhutvagner@middlebury-ct.org, skimball@cheshirect.org, atalbot@cheshirect.org, Christine Hayward <christinehayward@town.new-hartford.ct.us>, asmiith@townofreddingct.org, eegan@sailsburyct.us, tina\_p@sharon-ct.org

Good Afternoon,

This email communication precedes the United States Postal Service delivery of the documents attached herein. Over the course of the summer the workforce board worked with legal counsel to draft a new Intergovernmental Agreement designed to address the concerns that were raised last spring. The documents attached are included in the package you should be receiving by early next week.

The cover letter included provides an overview of the changes. Attached here are the redline and final draft version. After reviewing the materials in the package please contact me if have further questions.

Cathy

Catherine N. Awwad

NRWIB

249 Thomaston Ave

Waterbury, CT 06702

(203)574-6971 x426

--



Bruce K. Adams  
First Selectman  
Town of Kent,CT  
860-927-4627



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

--  
Bruce K. Adams  
First Selectman  
Town of Kent,CT  
860-927-4627



Sbizhubwexf18091715470.pdf  
371K

Position	Length of term	Appointed by	Name	Term Expires
Building Inspector	4 years	Contract	William Jenks	9/30/18
Housatonic River Commission - Alternate	3 years	Selectmen	Steve Robey	10/31/18
Housatonic River Commission	3 years	Selectmen	Jesse Klingebiel	10/31/18
NW Regional Tourism District	3 years	Selectmen	Tim Good	10/31/18
Animal Control Officer	1 year	Selectmen	Lee Sohl	11/30/18
Animal Control Officer - Assistant	1 year	Selectmen	James Sohl	11/30/18
Tree Warden	1 year	Selectmen	Bruce Bennett	11/30/18
Conservation Commission	3 years	1st Selectman	Rick Levy	12/3/18
Conservation Commission	3 years	1st Selectman	Wendy B. Murphy	12/3/18
Lake Waramaug Authority	3 years	Selectmen	Gary Davis	12/31/18
Inland/Wetland Commission	5 years	Selectmen	Fred Hosterman	12/31/18
Historic District	5 years	Selectmen	Karen Chase	1/31/19
Historic District - Alternate	3 years	Selectmen	Jeff Morgan	1/31/19
ZBA	2 year	Selectman	Anne Bisenius	11/19/19
NW Mental Health Council #22	3 years	1st Selectman	Leah Pullaro	11/30/19
Municipal Agent	2 years	1st Selectman	Leah Pullaro	11/30/19
Planning & Zoning Commission - Alternate	2 years	Selectmen	Anne McAdrew	11/30/19
Planning & Zoning Commission - Alternate	2 years	Selectmen	Adam Manes	11/30/19
Planning & Zoning Commission - Alternate	2 years	Selectmen	Rich Chavka	11/30/19
Town Attorney	2 years	Selectmen	Randall DiBella	11/30/19
Emergency Management Director	2 years	Selectmen		11/30/19
Emergency Management Deputy	2 years	Selectmen	Susie Rundall	11/30/19
Conservation Commission - Alternate	3 years	1st Selectman	Melissa Cherniske	12/2/19
Conservation Commission	3 years	1st Selectman	Elizabeth Baker	12/2/19
Lake Waramaug Authority	3 years	Selectmen	Kevin Brady	12/31/19
Inland/Wetland Commission	5 years	Selectmen	Eric Cieplik	12/31/19
Historic District	5 years	Selectmen	James S. Vick - Chairman	1/31/20
Conservation Commission	3 years	1st Selectman	Connie Manes - Chairman	12/6/20
Conservation Commission	3 years	1st Selectman	Carol Franken	12/6/20
Torrington Area Health District	3 years	Selectmen	Elliot Greenberg	12/31/20
Inland/Wetland Commission - Alternate	3 years	Selectmen	Ken Deitz	12/31/20
Inland/Wetland Commission	5 years	Selectmen	Lynn Werner - Chairman	12/31/20
Inland/Wetland Commission - Alternate	3 years	Selectmen	Scott Finucane	12/31/20
Housatonic Res Rec Authority	3 years	Selectmen	Bruce Adams	6/30/20
Housatonic Res Rec Authority - Alt	3 years	Selectmen	Delores Schiesel	6/30/20
Historic District	5 years	Selectmen	Bruce Whipple	1/31/21
NW Transit District Representative	4 years	1st Selectman	Ruth Epstein	1/31/21
Historic District - Alternate	3 years	Selectmen	Anne Todd	1/31/21
Treasurer	4 years	1st Selectman	Barbara Herbst	2/1/21
Charter Communications Advisory Council	2 years	1st Selectman	Doug Branson	6/30/21
Inland/Wetland Commission	5 years	Selectmen	Paul Yagid	12/31/21
Historic District	5 years	Selectmen	John Worthington	1/31/22
Inland/Wetland Commission	5 years	Selectmen	Margaret Smith	12/31/23
Historic District	5 years	Selectmen	Marilyn DeVos	1/31/24



Conservation Commission - Alternate	1 year	1st Selectman	Vacancy	12/7/15
Conservation Commission - Alternate	1 year	1st Selectman	Vacancy	12/7/15
Lake Waramaug Authority	3 years	Selectmen	Vacancy	12/31/17
Historic District - Alternate	3 years	Selectmen	Vacancy	1/31/17
Emergency Management Deputy	2 years	Selectmen	Vacancy	none
Assessor	none	Selectmen	Patruicia Braislin	none
911 Coordinator	none	Selectmen	Fran Johnson	none
Fire Marshal	none	Selectmen	Stanley MacMillan	none
Deputy Fire Marshal	none	Selectmen	James Canning	none
Deputy Fire Marshal	none	Selectmen	Michael Fitting	none
Deputy Fire Marshal	none	Selectmen	Thomas Osborne	none
Deputy Fire Marshal	none	Selectmn	Timothy Limbos	none
Veteran's Memorial Committee	none	Selectmen	Fran Johnson - Chairman	none
Veteran's Memorial Committee	none	Selectmen	Charlotte Lindsay	none
Veteran's Memorial Committee	none	Selectmen	Andrew ocif	none
Veteran's Memorial Committee	none	Selectmen	John osborne	none
Veteran's Memorial Committee	none	Selectmen	Jerry White	none
Veteran's Memorial Committee	none	Selectmen	Kathleen Brady	none
Veteran's Memorial Committee	none	Selectmen	Michael VanValkenburg	none
Technonlogy Advisory Comm	none	Selectmen	Dan O'Neil	none
Technonlogy Advisory Comm	none	Selectmen	Charlie Taylor	none





Joyce Kearns <adminassist@townofkentct.org>

## Addition to Agenda

1 message

**Donna Hayes** <landuseadmin@townofkentct.org>  
To: Joyce Kearns <adminassist@townofkentct.org>

Tue, Sep 25, 2018 at 3:32 PM

Hi,

I'm sorry for the last minute request, but can you please add:

Appointment of Ken Johnson as alternate on the Inland Wetlands Commission, term to expire December 31, 2020.

Thanks!

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



Kent

## Departmental Strategy Session

**Statement:** Municipal departments are independent yet the Public perceives Town operations as one entity. Departmental cooperation can cultivate and promote an overall positive municipal image and Public experience.

**Objective:** Discuss, review and foster common goals and processes to strengthen common experiences even better on a daily basis.

### Agenda:

- I. Department overviews-synopsis of areas of influence.
  - i. Which Department is yours most connected?
  - ii. What is the main connection point?
  - iii. Ideas to strengthen common processes?
- II. Discussion on Department Interaction with Public
  - i. Most common complaint?
  - ii. Ideas to make service better?
  - iii. Are we a business?
  - iv. Techniques for Problem Solving?

John Johnson - [john.adele@charter.net](mailto:john.adele@charter.net) (P&Z)

Lynn Werner - [lynnhva@hotmail.com](mailto:lynnhva@hotmail.com) (IWC)

Anthony DiPentima - [afd@litclaw.com](mailto:afd@litclaw.com) (ZBA)

Ellen Correll - [ecorrell@snet.net](mailto:ecorrell@snet.net) (ARB)

Connie Manes - [connie@manes-consulting.com](mailto:connie@manes-consulting.com) (Conservation)

Mark Sebetic - [marksebetic@gmail.com](mailto:marksebetic@gmail.com) (BOF)

Lynn Harrington - [lynnharrington248@yahoo.com](mailto:lynnharrington248@yahoo.com) (P&R)

Marty Lindenmayer - [Lindenmayer@kentcenter.com](mailto:Lindenmayer@kentcenter.com) (BOE)

Alan Gavel - [kent1@kentfire.org](mailto:kent1@kentfire.org) (KVFD)

Elisa Potts - [egtpotts@snet.net](mailto:egtpotts@snet.net) (Kent Sewer Comm)

John Worthington - [john@worthington.net](mailto:john@worthington.net) (Historic Dist.)

# Kent Park and Recreation

Lesly Ferris, Director

P.O. Box 678

41 Kent Green Boulevard

Kent, CT 06757-0678


Telephone 860-927-1003

Fax 860-927-1313

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

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

To: Kent Board of Selectmen

From: Lesly Ferris 

Date: Aug. 28, 2018

Re: Job description

The Kent Park and Recreation Commission voted unanimously at its June 11, 2018 meeting to revise the Kent Park and Recreation Director's job description (attached). The commission eliminated the paragraph concerning duties at the Monday and Wednesday meal program at the senior center. The commission chairman signed the revised job description at the commission's Aug. 13, 2018 monthly meeting.

Thank you.

**Town of Kent  
Park and Recreation Director**

**Position Summary:**

Coordinate, promote, supervise and evaluate a comprehensive, year-round recreational program for the Kent community, including but not limited to children, senior, teen, sports and summer programs, winter ice skating, after-school program, bus trips and community and special events.

**Reports to:**

Park and Recreation Commission.

**Direct Reports:**

- After-School Program director • Head Lifeguard,
- Lifeguards • Camp Kent director • Ice Skating monitors • Coaches •
- referees and umpires.

**Hours of Work:**

Full-time salaried position, 40 hours per week, includes some nights and weekends.

**Essential Job Functions:**

**Administrative:**

- Establishes and posts office hours, including any changes in hours.
- Attends all regular and special Commission meetings and communicate regularly with the selectmen, the town treasurer and other town officers and board members.
- Prepares with the commission chairman a meeting agenda to be sent with the meeting minutes not less than one week before the next scheduled meeting.
- Takes and records the minutes of Park and Rec Commission meetings; files meeting agendas and minutes with town clerk.
- Reports to the commission chairman and keep selectmen informed as necessary.
- Presents to the Commission a current financial report at its regular meetings.
- Collects and submits revenue to the town treasurer for Park and Rec programs.
- Maintains and accounts for the expenditures of department funds in accordance with budget appropriations and work with the Commission in the preparation and presentation of the Park and Recreation Commission's annual budget.
- Works with the Commission in the preparation, review and presentation of the Park and Rec's Five-Year Capital Plan.
- Serves on the Town of Kent's Safety Committee. Conduct and document annual safety review of the town-owned parks.

- Opens and responds to daily mail. Types and files correspondence. Answers phones.
- Organizes and keeps file copy of meeting minutes and director's reports in office.
- Contacts sports photographer, creates and distributes schedule for sports' team and individual and sponsor photos. Distributes pictures to team coaches, players and sponsors.
- Identifies and orders office and program supplies.
- Oversees and implements Park and Rec policy on awards.
- Works with Park and Recreation Commission on appointments and reappointments to the commission. Communicate in writing to the Board of Selectmen the recommendations for appointments to the Kent Park and Recreation Commission for the annual town meeting.
- Participates in accident investigations when required, including documenting details of incident on appropriate form, contacting injured employee or program participants' emergency contact, contacting town insurance carrier and providing necessary information as requested.
- Establishes and maintains membership in the Connecticut Recreation and Parks Association (CRPA) and attend conferences and other training classes and seminars as necessary and appropriate.
- Provides information and assistance to public and other departments in a timely fashion.

**Communication:**

- Establishes and maintains effective working relationships with superiors, subordinates, associates, including area recreation directors, volunteers and the general public.
- Maintains close communications with local schools, businesses, and other community organizations and agencies to coordinate cooperative programs and events.
- Presents a written monthly report of current and planned activities to the Commission at its regular meetings.
- Writes and submits to Board of Finance an annual report for the Annual Town Report.
- Monitors, writes and submits updates for the Kent Park and Recreation website and Face book page.
- Writes and submits information for the monthly town newsletter.
- Contributes to senior newsletter in conjunction with the Social Services director.
- Promotes Kent Park and Recreation activities to both encourage and recognize community participation with timely press releases to the local media and flyers.
- Carries and is available by cell phone during program hours and/or in the event of an emergency.



- Maintains working relationship with the state police. Files police reports where appropriate.
- Maintains working relationship with Park and Recreation Commission.
- Meets and coordinates on league rules and game schedules with regional Rec directors.
- Coordinates with Kent Center School officials on field use and maintenance.

**Facilities:**

- Schedules and oversees the maintenance and repair of Park and Rec facilities, equipment, program inventories and capital projects with Commission approval where needed.
- Collaborates with Kent Center School officials on building and playing field usage.

**Personnel:**

- Recruits, interviews, trains and supervises paid and volunteer staff in accordance with Town of Kent and Park and Rec Commission policies and procedures.
- Develops job descriptions for positions as necessary and presents the descriptions to the Commission for approval.
- Provides for staff evaluations at completion of a Park and Rec program and evaluates program directors.
- Articulates or writes, when appropriate and requested, references for employees and volunteers.

**Programs:**

- Coordinates, supervises, schedules and promotes Park and Rec programs and activities.
- Develops new programs to present to the Park and Rec Commission for consideration.
- Identifies, coordinates, orients and oversees volunteer coaches. Provides coaches with necessary equipment, first aid supplies and related coaching materials, including handbook, schedules, team roster.
- Coordinates the scheduling of Park and Rec programs.
- Creates, distributes and collects program fees, registrations and waivers.
- Inventories orders and distributes equipment, uniforms and first aid supplies.
- Hires and pays referees and umpires.
- Coordinates, supervises and promotes fee programs.
- Coordinates, supervises and promotes special programs, including working collaboratively with community organizations and businesses.
- Maintains records of programs for three years.
- Develops, schedules, organizes, promotes and supervises bus outings, including working with regional recreation directors

**Job Qualifications:**

- Bachelor's Degree and/or relevant life experience and interest in Park and Recreation.
- Good communication and administrative, organizational skills.
- First aid training.
- CPR certification.
- Certified blood borne pathogens trainer.
- Computer Skills.
- Knowledge of municipal budgeting.
- Valid driver's license and access to personal vehicle.

**Physical Conditions:**

- Office environment.
- Repetitive motion (use of computer keyboard).
- Periodic need to carry boxes and sports equipment (no more than 50 lbs), move tables and chairs, hang signs, and other similar tasks that involve bending or reaching above one's head.
- May require standing for prolonged periods to do filing or sitting for prolonged periods for computer or telephone work.

Approved by the Board of Selectmen:

10/4/11

Updated by the Board of Selectmen:

3/13/12

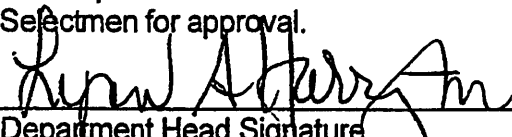
Revised and approved by the Board of Selectmen:

7/31/13

Approved by the Board of Selectmen:

9/1/15

The Department Head has reviewed the attached document and submitted to the Board of Selectmen for approval.

  
Department Head Signature

8.13.18  
Date

I have received, read and agree to the contents of the Job Description attached. I understand that the Board of Selectmen can amend the contents as needed. The Job Description is an overview of responsibilities and should not be considered as all inclusive or as a contract.

  
Employee Signature

8-14-18  
Date

The Board of Selectmen have reviewed and approved the attached job description.

\_\_\_\_\_  
Date

## **History of Monday/Wednesday meal program at the senior center:**

**October 1, 2010:**

**BOS made a motion regarding: "who is responsible for what at the center.**

**That motion stated:**

### **Meal Program**

**Food – Elderly Nutrition Program, Torrington**

**Monday, Wednesday**

**Meals-on-Wheels**

**TAHD compliance, inspections**

**Meal delivery, prep, serving, cleanup**

**Money collection and remittance**

**Activities – cards, bingo, games, Wii, puzzles**

**Staffed by volunteers: coordinators: Mary Ellen Nelson and**

**Carol Valentine**

**March 13, 2012:**

**BOS made a the following motion regarding the program:**

**Mr. Adams made a motion effective July 1, 2012 the Park and Rec Director's salary be increased to \$42,304, a 7% increase, because of the added responsibilities of overseeing the operations of the Monday and Wednesday Elderly Nutrition Program and the job description be updated to include the added responsibilities. The motion was seconded by Mrs. Williams and the motion carried.**

**(The 7% equaled approximately \$2,750 in 2012  
7% today's salary \$3,535.84)**

**June 11, 2018**

**The Kent Park and Rec Commission voted unanimously at its June 11, 2018 meeting to revise the Kent Park and Rec Director's job description and eliminated the paragraph concerning duties at the Monday and Wednesday meal program at the senior center.**

## **Town of Kent Ordinance**

### **Chapter 10, Sec. 10-3. Employees and Fees**

**1. The Commission may employ such persons as it deems necessary and shall prescribe and define the duties of employees and determine their compensation within the appropriations provided for in the budget.**

Board of Selectmen  
Special Meeting

October 1, 2010  
11:00 A.M. Town Hall

Present: First Selectman Bruce Adams, Selectman Karren Garrity, Selectman George Jacobsen.

Also present: Darlene Brady, Kathryn Boughton, Debbie Devaux, Lesly Ferris, and Jerrilynn Tiso.

The meeting was called to order at 11:02 a.m.

**Senior Center/Nutrition Site:**

Due to the addition of several programs at the Senior Center, Lesly Ferris and Jerrilynn Tiso requested confirmation on who is responsible for what at the center.

The Selectmen agreed on the following:

**Physical Plant**

- Building maintenance: electric, water, sewer, phone, propane
- Weekly (Friday) custodial cleaning
- Building supplies
- Repairs/upgrades, including appliances
- Building rent
- Selectmen's budget
- Selectman's office responsibility

**Meal Program**

- Food – Elderly Nutrition Program, Torrington
- Monday, Wednesday
- Meals-on-Wheels
- TAHD compliance, inspections
- Meal delivery, prep, serving, cleanup
- Money collection and remittance
- Activities – cards, bingo, games, Wii, puzzles
- Staffed by volunteers; coordinators: Mary Ellen Nelson and Carol Valentine

**Activities/Program**

- Senior Health Fair

Themed Luncheons: New Year's, Easter Egg Coloring, Veterans Day,  
 Christmas, miscellaneous  
 Monthly Blood Pressure Screening  
 Friday Activities, including Monthly Calendar  
 Flex-Appeal Exercise Program  
 Friday Luncheons  
 Guest Speakers and Programs: Lifeline, Living Wills, Lyme Disease,  
 Flu Prevention – on meal days or independently  
 Organized by Park and Rec in conjunction with New Milford Hospital  
 and/or New Milford Visiting Nurse Association

Jerrilynn Tiso will be responsible for the newsletter for seniors.

**Town Meeting:**

Mrs. Garrity made a motion to waive the reading of the entitled resolution, (see attached). The motion was seconded by Mr. Jacobsen and the motion carried.

Mr. Adams made a motion to adopt the resolution appropriating up to \$935,000 for sewer line and pump station improvements and authorizing the issue of \$935,000 bonds of the Town to meet said appropriation and pending the issuance thereof the making of temporary borrowings for such purpose. The motion was seconded by Mr. Jacobsen and the motion carried. Mr. Adams declared the resolution adopted.

Mrs. Garrity made a motion that a town meeting be warned and held on Thursday, October 14, 2010 at 8:00 p.m. at Town Hall to consider and act upon the Sewer Line and Pump Station Rehabilitation bond resolution. The motion was seconded by Mr. Adams and the motion carried.

**Discussion of Policy and Procedure Manual:**

There was discussion about making the Tax Collector and the Town Clerk appointed positions rather than elected, all part-time employees being made salaried employees, all part-time employees being hourly, clarifying exempt and non-exempt employees.



The Selectmen agreed that there are four categories of "employees":

- Full-time Salaried
- Part-time Salaried
- Full-time Hourly
- Part-time Hourly

The Board of Selectmen agreed that the Full-time Salaried employees would have a "benefit package" that would include: paid holidays, paid sick days, paid vacation days, personal days, health insurance, dental insurance, life insurance, and a pension plan.

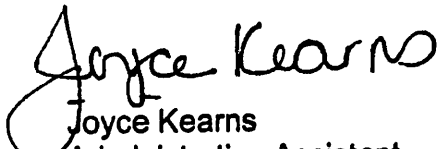
There was also discussion regarding "comp time" for salaried employees. Mr. Jacobsen defined salaried as "working until the job is done" and, therefore, there is no comp time. He also added that if an employee does not work their normally scheduled hours and does not have paid time off to cover the hours, the employee should be docked those hours.

Mr. Jacobsen added that in his research if the town provides a provision for reimbursement due to an auto accident while on company business, there needs to be a line added to the budget for such expenses. He added that additional research needs to be conducted to confirm if any reimbursement were to be issued to an employee would it be considered taxable income.

No action was taken on the Policy and Procedure Manual.

Mrs., Garrity made a motion to adjourn at 12:30 p.m. The motion was seconded by Mr. Adams and the motion carried.

Respectfully submitted,

  
Joyce Kearns  
Administrative Assistant

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

Board of Selectmen  
Special Meeting

March 13, 2012  
4:00 P.M. Town Hall

Present: Bruce Adams, Susi Williams and Tod Jones.

Also present: Kathryn Boughton, Lesly Ferris, Rick Osborne, Dave Parker and Lynn Worthington.

Mr. Adams called the meeting to order at 4:00 p.m.

**Five-Year Capital Plan:**

Mr. Adams made a following motion:

- o Reduce KCS Building Improvements fiscal year 2016 from \$625,000 to \$500,000
- o Move \$125,000 from Kenico Road into fiscal year 2016
- o Reduce Kenico Road in fiscal year 2017 to \$200,000
- o Move \$275,000 from Kenico Road into fiscal year 2018
- o Remove KVFD Apparatus Mini Attack Truck out of fiscal year 2017
- o Increase KVFD Apparatus in fiscal years 2018 to \$187,500 and 2019 to \$187,500

The motion was seconded by Mr. Jones and the motion carried.

**Operating Budget:**

Mr. Adams stated the following updates need to be made to the current proposed operating budget:

- o Reduce Contingency from \$25,000 to \$10,000
- o Library request for tarps
- o Update the Resident Trooper line to read Police Protection
- o Add a line in the Social Service Department – Food Bank Co-ordination
- o Correct a spelling error on line 017-501 – should read “telephone”

Mr. Adams reported that a motion was made and approved to reduce the contingency on February 9, 2012.

Mr. Adams made a motion to keep the Library grant flat at \$80,000 with a one-time increase of \$4,000 to cover the cost of the book tarps. The motion was seconded by Mr. Jones and the motion carried.

Mr. Adams made a motion to add a new line in the Social Service Department called Food Bank Co-ordination in the amount of \$2,000 to be used reimburse Bill and Fran Goodsell, Food Bank volunteers, for mileage. The motion was seconded by Mr. Jones and the motion carried.

Mr. Adams made a motion to move to executive session at 4:24 p.m. Mr. Adams invited Park and Rec Director Lesly Ferris to attend. At 4:40 p.m. Mrs. Ferris left the executive

session and Mr. Adams invited Administrative Assistant Joyce Kearns to the executive session. Mr. Adams made a motion to adjourn the executive session at 4:45 p.m. and move to return to the Special Meeting. The motion was seconded by Mrs. Williams and the motion carried.

Mr. Adams made a motion effective July 1, 2012 the Park and Rec Director's salary be increased to \$42,304, a 7% increase, because of the added responsibilities of overseeing the operations of the Monday and Wednesday Elderly Nutrition Program and the job description be updated to include the added responsibilities. The motion was seconded by Mrs. Williams and the motion carried.

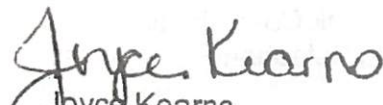
Mr. Adams made a motion effective July 1, 2012 the Administrative Assistant's salary be increased to \$34,026 for the added responsibilities of the administrative duties of the Kent Community House. The motion was seconded by Mrs. Williams and the motion carried.

Rick Osborne requested that line 0040-614, Highway Department uniforms be reduced to \$3,500.

Mr. Adams stated that he would obtain additional information on the request to increase the pension to town employees contributed by the Town of Kent.

The Board of Selectmen agreed to warn a Special Meeting on Monday, March 19, 2012 at 4:00 p.m. to approve the review and possibly the proposed 2012 Operating Budget.

Mr. Adams made a motion to adjourn at 4:51 p.m. The motion was seconded by Mr. Jones and the motion carried.

  
Joyce Kearns  
Administrative Assistant

*These are draft minutes and corrections may be made by the Board of Selectmen at the subsequent meeting. Please refer to subsequent meeting minutes for possible corrections and approval of these minutes.*

## **CHAPTER 10 PARKS AND RECREATION**

### **Sec. 10-1. Reserved**

### **Sec. 10-2. Park and Recreation Commission**

1. All lands which have been designated for park or recreation purposes in the Town of Kent except those maintained in conjunction with the public schools and all lands hereafter acquired for park or recreation purposes shall be under the management, care, and control of a commission under the name of the "Park and Recreation Commission".

2. Said Commission shall hereafter consist of the Third Selectman and not less than six nor more than nine electors of the Town who shall be appointed at the annual town meeting. The members of the Commission heretofore appointed shall continue to act to the ends of their terms or until their resignation. No vacancies shall be filled by appointment of the Town Meeting or otherwise while the number of electors other than the Third Selectman shall exceed six. At each annual Town Meeting there shall be appointed only so many electors as members of the Commission to bring the number of members up to six exclusive of the Third Selectman. The commission shall have the right to appoint person to fill vacated posts until the next annual Town Meeting only to bring the number of members up to six exclusive of the Third Selectman. Appointments to the Commission shall be made at Town meetings for terms of not more than three years in order to retain a membership of six electors and the Third Selectman. Appointments shall be made for such terms and at such times in order that two electors may be regularly appointed at each town meeting.

### **Sec. 10-3. Employees and Fees**

1. The Commission may employ such persons as it deems necessary and shall prescribe and define the duties of employees and determine their compensation within the appropriations provided for in the budget. The commission may within its appropriations maintain and improve said lands. The commission shall have authority to make, establish, and enforce rules and regulations for the maintenance of order, safety, and decency in said parks.

2. The commission may establish such fees and charges for use of its facilities as it deems necessary or proper which fees shall be paid to the town treasurer for deposit into the General Fund.

### **Sec. 10-4. Park and Recreation Fund**

A special town fund is hereby created which shall be designated and known as the Town of Kent Park and Recreation Fund. All donations and bequests made for park and recreation purposes shall be paid into said fund which shall be kept by the Town Treasurer separate and apart from other funds of the town. Said fund shall be used at the disposal of the commission to supplement appropriations by the town for the improvement, betterment, and expansion of park and recreational facilities and activities and for such other related expenditures as shall be designated by the donor and accepted by the commission.



## Kent Park and Recreation

Lesly Ferris, Director  
P.O. Box 678  
41 Kent Green Boulevard  
Kent, CT 06757-0678

Telephone 860-927-1003  
Fax 860-927-1313  
parkandrec@townofkentct.org  
www.kentctparkandrecreation.com

To: Board of Selectmen

From: Lesly Ferris



Date: Aug. 28, 2018

Re: Connecticut Recreational Trails Program Grant

Kent Park and Recreation has been invited to resubmit its 2016-17 grant application to the Connecticut Recreational Trails Program. The original application was placed on a waiting list and recently we have been notified of the reapplication process.

The Kent Board of Selectmen endorsed the original application which was a request for funds to survey the existing trail at Emery Park and to plan and design a layout of updated trail with switchbacks to help make the trail system more user friendly.

The revised grant application totals \$3325; Kent Park and Recreation would fund \$665 or 80 percent of the grant.

Thank you.

RECEIVED FOR RECORD  
KENT TOWN CLERK

2018 OCT 11 P 2:44

BY  TOWN CLERK