REGEL VED FOR RECORD
KENT TOWN CLERK
KENT TOWN CLERK
KENT TOWN CLERK

Board of Selectmen Regular Meeting

Present: Bruce Adams, Chris Garrity and Jeff Parkin.

Also present: Cathy Awward, Catherine Bachrach, David Bain, Jim Blackketter, Darlene Brady, John Casey, Jennifer Dubray, Alan Gawel, Sean Gilson, John Grant, Donna Hayes, Hedy Kinney, Rick Osborne, Mike Petrone, Matt Starr and Lynn Worthington.

Mr. Adams 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, as submitted:

October 2, 2108

Special Meeting

October 2, 2018

Regular Meeting

Mr. Garrity seconded the motion and the motion carried.

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

October 18, 2018

Special Meeting

October 22, 2018

Special Meeting

Mr. Parkin seconded the motion and the motion carried.

Mr. Adams made a motion to amend the October 29, 2108 Board of Selectmen's Special meeting minutes, to read as follows:

Mr. Adams reported that the employee was notified of the meeting. The employee did not respond to the notification.

Mr. Garrity seconded the motion and the motion carried.

Mr. Adams made a motion to approve the October 29, 2018 Board of Selectmen's Special meeting minutes, as amended. Mr. Parkin seconded the motion and the motion carried.

Public Communication:

Oral:

Sean Gilson stated that he has written several letters and had several conversations with the First Selectman and the Highway Foreman regarding his concerns with the Kenico Road project. Mr. Gilson stated that some of his concerns are the water flow on his property after the blasting, the slope and the height of the road. He added that he has had a biologist on his property to test the land. He also expressed his concerns regarding the style of guide rails. Mr. Adams assured him that Mr. Osborne is aware of all of the concerns and is making every effort to ensure the end product will be safe as well as esthetically pleasing.

Mike Petrone of the Kent Ambulance stated that he would like the Board of Selectmen to take \$50,000 from the budget surplus from last year and purchase a power loader for the Kent Ambulance. He stated the quote is based on a demo unit that is currently available. Mr. Petrone stated that the while the Town does provide financial assistance

to KVFD, it is not enough. Mr. Garrity stated that he has a concern with the timing of the request. Mr. Garrity also explained that the Board of Selectmen cannot approve a request of \$50,000. It would have to go to a Town Meeting. Mr. Garrity stated that he would like to propose that Mr. Petrone be added as the eighth member of the newly created KVFD Financial Review Committee. Mr. Garrity suggested that they take the money for the power lift from the Aiken Fund and when they have a shortfall for the next ambulance purchase,' they come to the Town with a request for those funds. Mr. Petrone stated that he is not sure that the Aiken Fund can be used for equipment or just for actual ambulances. Mr. Petrone stated that he would take his request to the Board of Finance.

Alan Gawel stated that KVFD is looking for access to the river from Kent Center School. There was such a road but fences and gates have been added. Mr. Gawel added that the ramp will need to be repaired too.

Written:

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

- · October 31, 2018 Staff Report from Donna Hayes
- October 31, 2018 Senior activities report from Lesly Ferris
- October 31, 2018 e-mail from Matt Starr regarding the 5th Annual Town Report

Mr. Adams stated that he was a speaker at the Informal Club's meeting and spoke about Town issues, the 5th Annual Town Report

Report of First Selectman:

Mr. Adams reported on some of the things he did in the month of October:

- · Met with new CIRMA rep
- Filled in at Transfer Station
- Met with United Way rep
- Senior Lunch every Friday
- KCS Grandparents Day
- Kent Cricket Valley Energy Group
- Charlie Taylor KCS tech guy
- · KCS quest reader
- Gilmore Girls weekend
- TIF meeting
- Conference call with Lee Palmer & Randi Frank
- Met with CCM rep
- E-waste pick-up
- Drug Take Back Day
- Parking at the Pumpkin Run

Meetings covered by the BOS - Group or individual:

• Safety Committee - Bruce

- Fiber optic in Kent Bruce & Chris
- Monthly COG Bruce
- BOF Bruce
- Management Review Full BOS
- BOS Bruce & Chris

Police Report:

Trooper Fisher continues to be actively involved even when not on duty. He did an exemplary job setting up parking for the Gilmore Girls weekend and for the Pumpkin Run. Both large events went very smoothly and safe.

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.

Tax Refunds:

Mr. Garrity made a motion to approve the following three tax refunds, as submitted.

Vault Trust \$317.17
 Vault Trust \$84.67
 Rider, Carl D \$28.13

Mr. Parkin seconded the motion and the motion carried.

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

Lesly Ferris attended the Connecticut Recreation and Parks Association Fall Quarterly on October 3, 2018. She provided a written report (attached).

Northwest Regional Workforce Investment Board:

Mr. Adams stated that Cathy Awward, the Executive Director, was present to provide additional information regarding the NW Regional Workforce Investment Board Agreement. Ms. Awward provided an additional handout (attached) regarding the program. She stated that 48 Kent residents benefited from the program. Mr. Parkin stated that he would like to speak to the people who benefited from the program. Ms. Awward extended an invitation to the Board to come to her office and see how it works. She also took full responsibility for the Board of Selectmen not having enough information about the program. She stated that she would provide the Selectmen with quarterly newsletter. Mr. Garrity made a motion to accept and endorse the Workforce Investment Board agreement, as submitted, and authorize First Selectman Adams to sign the agreement.

2019 Regular BOS meeting schedule:

Mr. Adams stated that there are two dates on the 2019 BOS Regular Meeting Schedule that need to be moved due to one holiday and Election Day.

Mr. Parkin made a motion to hold the January 2019 BOS Regular Meeting on Tuesday, January 8, 2019 at 4:30 p.m. Mr. Adams seconded the motion and the motion carried.

Mr. Parkin made a motion to hold the November 2019 BOS Regular Meeting on Wednesday, November 6, 2019 at 4:30 p.m. Mr. Adams seconded the motion and the motion carried.

Mr. Parkin made a motion to accept the BOS 2019 Regular Meeting Schedule, as revised (attached).

Five-Year Capital Plan:

Mr. Adams stated that the Board of Selectmen received a current Five-Year Capital Plan that reflects the current requests. Mr. Adams noted that the Plan does not reflect KVFD requests; it was just submitted prior to the meeting. He added that KCS has not submitted a request to date. The Board of Selectmen agreed to schedule a Special Meeting to discuss the Five-Year Capital Plan on Wednesday, November 28, 2018 at 4:30 p.m. Mr. Adams will advise the departments that have requests of the meeting.

Appointments:

Mr. Adams stated that several appointments that have expired and/or are soon to expire. Mr. Parkin asked if the appointments have been posted. Mrs. Hayes stated that longevity is helpful on the boards/commissions she works for. Mr. Garrity stated that it is difficult to get volunteers. Mrs. Brady stated that she will create a "Vacancy tab" on the website. Mr. Parkin made a motion to approve the "Vacancy Tab" on the website. Mr. Adams seconded the motion and the motion carried.

Mr. Adams made a motion to approve the following appointments:

Housatonic River Comm. – alt.	Steve Robey	3 yr. term	10/31/21
Housatonic River Comm.	Jesse Klingebiel	3 yr. term	10/31/21
NW Regional Tourism District	Tim Good	3 yr. term	10/31/21
Animal Control Officer	Lee Sohl	1 yr. term	11/30/19
Animal Control Officer - Asst.	James Sohi	1 yr. term	11/30/19
Tree Warden	Bruce Bennett	1 yr. term	11/30/19
Conservation Comm.	Rick Levy	3 yr. term	12/6/21
Conservation Comm.	Wendy Murphy	3 yr. term	12/6/21
	44		

Mr. Parkin seconded the motion and the motion carried.

Mr. Garrity suggested that someone from the ambulance side be appointed to the KVFD Financial Review Committee. Mr. Adams made a motion to appoint Gwen Price to the KVFD Financial Review Committee. Mr. Parkin seconded the motion and the motion carried.

Mr. Garrity made a motion to appoint Anthony DiPentima to the Board of Assessment Appeals to the existing position that will expire in November of 2019. Mr. Adams seconded the motion. Mr. Adams and Mr. Garrity voted yes and Mr. Parkin abstained. The motion carried.

Streetscape:

John Casey of the Streetscape Committee provided the BOS with a packet outlining the proposed costs for sidewalk project. Mr. Casey stated that the \$500,000 grant would expire in December of 2019. Mr. Parkin stated that based on the proposal, the project options are based on the materials. Mr. Adams stated that the DOT saved the Town \$80,000 by doing the handicap assessable transitions at the crosswalks. Mr. Parkin stated that the presentation needs to be clear and concise before the Board of Selectmen can endorse it to go to a Town Meeting. Mr. Garrity stated that he would like to see three options in the presentations. The BOS asked that the Streetscape Committee bring a revised proposal to them at the November 28, 2018 BOS Special Meeting.

Management Review:

Mr. Parkin stated that he identified several points that need to be address from the Management Review:

- Highway Foreman comp time
 - The BOS determined they need more information regarding comp time
- Tax Collector hours
 - The BOS agreed to discuss the hours with Ms. Devaux
- Administrative Assistant responsibilities
 - The BOS agreed to meet with the employees mentioned in the Management review
- Social Services Director
 - The BOS agreed to meet with the employees mentioned in the Management review
- Land Use Administrator
 - The BOS agreed to meet with the employees mentioned in the Management review
- Regular Department Head meeting one Selectman not full board to meet monthly/quarterly

Mr. Adams confirmed that he did receive the corrections to the written Management Review document. The BOS agreed to warn a meeting on Friday, November 9, 2018 to talk to the following four employees:

- Rick Osborne
- Donna Hayes
- Leah Pullaro
- Joyce Kearns

2018 BOS Goals:

The all department/board/commission meeting has been scheduled for Tuesday, December 4, 2018 at 7:00 p.m.

Speed signs:

Mr. Osborne will install the signs in the near future.

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 stated that he e-mailed the Park and Rec Commission Chairman to discuss the Park and Rec Director's job description and duties and has not heard back to date.

Mr. Parkin made a motion to adjourn the meeting at 7:51 p.m. Mr. Garrity seconded the motion and the motion carried.

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

November 7, 2018 4:30 P.M. TOWN HALL

Regular Meeting

1	l .	Call	l to	or	d	RI	ľ

2. Approval of Minutes

a.	October 2, 2018	Special Meeting
b.	October 2, 2018	Regular Meeting
C.	October 18, 2018	Special Meeting
d.	October 22, 2018	Special Meeting
e.	October 29, 2018	Special 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. NW Regional Workforce Investment Board agreement. Cathy Awwad-Executive Director
 - b. 2019 Regular BOS meeting schedule
 - c. Five-Year Capital Plan
 - d. Appointments
 - e. Streetscape

10. Old Business

- a. Management Review
- b. 2018 BOS Goals
- c. Speed signs
- d. Tax Collector written procedure
- e. Park and Rec Director Job Description

[&]quot;An equal opportunity employer and service provider."



TOWN OF KENT LAND USE OFFICE

STAFF REPORT

DATE:

October 31, 2018

FROM:

Donna Haves, CZEO

Building Department:

Permits Issued: 42 (October)

• Total Construction value: \$1,155,257 (October)

• Fees: \$7,740

 Longtime Building Official, William Jenks, retired from Kent at the end of September/beginning of October. Joseph Manley, was appointed as the Building Official until July 1, 2019.

Planning & Zoning:

Permits Issued: 2 (October)

Certificates of Compliance Issued: 0 (October)

Applications before the Commission: (October)

- 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.
 - The applicant did not show up at the October meeting so the application was continued to the next meeting. Parking issues and the actual size of the addition will be discussed.
- Application #'s 91-18C and 92-18SP, The South Kent School, 0 Bulls Bridge Road, installation of scoreboard and concrete slab for covered benches, Map 6 Block 38 Lot 2.

Approved.

o Filling operation on Upper Kent Hollow Road (ongoing)

 High Watch appeared before the Commission for a pre-application discussion with regard to additions to the existing structures located at 54 and 62 Carter Road. No subsequent application was submitted.

Inland Wetlands:

- Approved: October
 - Modification to permit #1174-18, Wyrick Associates for Ellen and Tom Ryan, 21 Halls Lane, addition of two car garage with connector to house built on slab; modification to include relocation of driveway turnout, Map 9 Block 22 Lot 34.
 - Application 1186-18, Rick Osborne for Town of Kent, North Kent Rd. #1, install cross culverts where there are existing water bars across road, Map 7/8, Block 16, Lot 10/11/7

Pending: November

- o None
- Other:
 - o Longtime Commission member, Eric Cieplik, has resigned from the Commission so there is now another opening that will need to be filled. A discussion on how to go about doing that will be discussed at the November meeting.

Zoning Board of Appeals:

- Approved: October
 - o No applications.

Architectural Review Board:

- Approved: October
 - o Application #014-18, Jonathan Draper for Kent Center, LLC, 10 North Main Street, reconstruction and renovation of existing building, Map 19, Block 42, Lot 29.
- Tabled: October
 - o Application #016-18, MKN Property Holding, LLC, 5 South Main Street, new store front (new windows, new exterior lighting, new hardy board siding) and 14' addition to westerly side of building, Map 19 Lot 12 Lot 5.
- Denied: October
 - o Application #015-18, John Casey Trust, 6 Kent Green Blvd., Map 19, Block 42, Lot 8. Sign installation at northern elevation at sign KGB.

LEGAL ISSUES:

- High Watch vs P&Z and BHR:
 - O At a special meeting, the Planning and Zoning Commission moved to not object to High Watch's withdrawal of the lawsuit. We are still waiting for the withdrawal paperwork to be filed with the Courts.
 - o Legal fees to date: \$12,908.85
- Birch Hill Certificate of Need
 - O A decision has not been made as of the writing of this Staff Report; one should be made by November 4, 2018.

VIOLATIONS:

 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

OTHER:

 Both Tai and I will be attending the Connecticut Association of Conservation and Inland Wetlands Commissions, Inc. 41st Annual Meeting and Environmental Conference on November 17, 2018.

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 Lusly

Date: Oct. 31, 2018

Re: Senior Activities

The following activities took place at the Kent Senior Center during October 2018:

5, 12, 19, 26 - Friday senior lunch program

15 - Adult Coloring Class

25 - Senior Art Group

31 - Halloween Party with Kent Center School Student Council members

Also, the annual seasonal flu vaccination clinic for seniors and any age Town resident took place October 17 at Town Hall.

Thank you.



Joyce Kearns <adminassist@townofkentct.org>

5th annual town report

1 message

Mathew Starr < mstarr03@snet.net>

Wed, Oct 31, 2018 at 11:38 AM

To: Board of Selectmen Town of Kent <selectmen@townofkentct.org>

Weds at 2:00 PM, well at least the Town Hall staff can attend, so much for anyone that works in the private sector. Who is this for?

Certainly not working taxpayers.

Sent from Matts iPhone



image1.png 571K

Treasurer Report for BoS meeting 11.02.18

Revenue

11/02/18

- 1. Rec'd Medic 4 Revenue from January 2018 through June 2018 \$7,191
- 2. Community House rental for October \$3,000
- 3. Transfer Station income is at 94.4% of the budgeted amount.

Received: \$88,730 Budgeted \$94,000

Expense

- 1. Most departmental expenses to date are tracking in accordance with the % of completed FY to the % of budget for the same period. Four months in to the FY equates to 34%
- 2. Attached is a summary actual vs budget through 10.31.18
- 3. Audit is stalled: All final field work is complete and a DRAFT of the financial statements has been issued. However, OPM has a requirement regarding inclusion of certain TRB payments and we have been told the information will not be available until "sometime in November". This information is provided by OPM

TOWN OF KENT FY '19 Actual vs. Budget July through October 2018

	Jul - Oct 1		Budget		Variance		% of Budget	
Revenue Expense A · General Government B · Public Safety C · Public Works D · Health and Welfare E · Recreation F · Sanitation G · Board of Education H · Debt Service I · Transfer to Capital J · Transfer to Dog Fund K · Current Year Capital Project	\$	7,327,509	\$	12,869,312	\$	(5,541,803)	56.94%	
Expense								
A · General Government	\$	549,434	\$	1,239,476	\$	(690,042)	44.33%	
B · Public Safety	\$	26,712	\$	250,816	\$	(224,104)	10.65%	
C · Public Works	\$	281,360	\$	1,650,827	\$	(1,369,467)	17.04%	
D · Health and Welfare	\$	50,222	\$	101,431	\$	(51,209)	49.51%	
E · Recreation	\$	64,121	\$	188,333	\$	(124,212)	34.05%	
F · Sanitation	\$	33,587	\$	115,935	\$	(82,348)	28.97%	
G · Board of Education	\$	2,157,430	\$	7,294,308	\$	(5,136,878)	29.58%	
H · Debt Service	\$	178,290	\$	625,486	\$	(447,196)	28.5%	
l · Transfer to Capital	\$	758,700	\$	758,700	\$	-	100.0%	
J · Transfer to Dog Fund	\$	7,500	\$	7,500	\$	-	100.0%	
K · Current Year Capital Projects	\$	636,500	\$	636,500	\$	-	100.0%	
Total Expense	\$	4,743,855	\$	12,869,312	\$	(8,125,457)	36.86%	

Kent Park and Recreation

Kisly

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: Oct. 5, 2018

Re: Workshop report

I attended the Connecticut Recreation and Parks Association Fall Quarterly Oct. 3, 2018 in Old Lyme. The workshop was titled "Is Your Facility Drowning? Aging Facilities and Declining Usership." The workshop session was free because I was among the first fifty CRPA members to register.

The session focused on:

Conducting a facility audit and documentation of your facility and any problems
Conducting a feasibility study for a new/upgraded facility
Have any towns done a cost recovery analysis (costs versus revenue from park passes)?
How have towns attracted more swimmers/swim lesson participants?
Are Towns seeing declining numbers of swimmers at their respective facilities?

About half of the session was dialogue among the participants focusing on these questions and what Towns are doing with their aquatic facilities/programs. I had an opportunity to ask questions and get some feedback that could be useful in moving forward with replacement/upgrade of Emery Park's swimming area.

Thank you for the opportunity.

Northwest Regional Workforce Investment Board

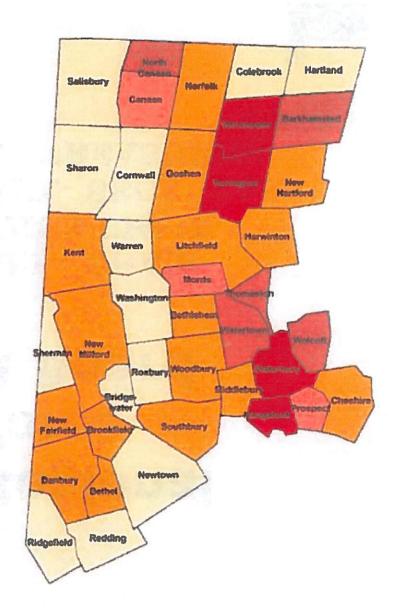
WILLIAM PIZZUTO, PHD. - SECRETARY GEORGE LACAPRA - TREASURER JOE VRABELY- VICE CHAIR GIUSEPPE PISANI - CHAIR



Northwest
Region
Workforce
Investment
Area

WATERBURY,
DANBURY,
TORRINGTON
LABOR MARKETS





OUR MISSION

To promote economic development in the region by providing quality employment services to employers, job-seekers and youth.



VISION, GOALS, & STRATEGIES

Goal 1:

Promote regional economic development and business growth:
Assure employers have access to a skilled workforce required to be competitive in the marketplace, primarily in the key industry sectors that drive the region's economies





VISION, GOALS, & STRATEGIES

Goal 2:

Create a pipeline for talent development: Increase youth and adults' exposure to career opportunities and related education and training so they are prepared to enter the workforce as confident, responsible, productive employees upon completion of post-secondary and/or credentialed training.





VISION, GOALS, & STRATEGIES

Goal 3:



Promote continuous improvement of the current workforce: Continue to develop the necessary skills and credentials within the regional workforce with an emphasis on addressing basic skill deficiencies to maintain and advance career paths that promote economic self-sufficiency.



Programs and Services Available to your Constituent Jobseekers

Job search assistance

Resume Writing

Resume Critique

Over 40 and Looking for Work

Job Placement Assistance

Interviewing Skills

Adult Basic skills remediation

Work Readiness skills training

Online Application Assistance

UI Claim Assistance

Job Club

Basic Career Service

Individual Career Service

Labor Market Information

Youth programs

Career Pathway

Sector Based training (IT, Health, etc) Support services

Transportation/Child Care Assistance

Individual Training Accounts valued at up to \$8000 per

participant

Assistive Technology for disabled clients

Priority of Service for Veterans and Spouses

Programs and Services Available to your Constituent **Employers**

- -Employee Recruitment
- -On-the-Job Training funds
- -Subsidized Work Experience
- -Priority Service for Veterans
- Apprenticeship Training
- -Youth Programs
- -Opioid Crisis Job Initiative
- Work Opportunity Tax Credit

- -Incumbent Worker Training
- -Step-Up Grants for new hires
- -Transitional Jobs
- -Social Security: Ticket to Work
- -Manufacturing Innovation Fund
- Construction Funnel
- EPA Brownfield Job Training
- -Tech Hire IT Youth/Young Adults -Rapid Response for Mass Layoff
 - Shared Work Program



	# of Cilents	Labor Force	% of Clients	Clients Served divided by Total Labor Force	Clients severed in each town divided by Total		
Town/City	Served	Population	Served	Population.	Served population.		
Barkhamsted	90	2,308	3.90%	0.0278%	0.52%		
Bethel	511	10,855	4.71%	0.1577%	2.97%		
Bethlehem	100	1,964	5.09%	0.0309%	0.58%		
Bridgewater	28	858	3.26%	0.0086%	0.16%		
Brookfield	416	9,427	4.41%	0.1284%	2.42%		
Canzan	108	710	15.21%	0.0333%	0.63%		
Cheshire	520	15,572	3.34%	0.1605%	3.03%		
Colebrook	40	822	4.87%	0.0123%	0.23%		
Cornwall	13	763	1.70%	0.0040%	0.08%		
Danbury	2,104	47,408	4,44%	0.6495%	12.24%		
Goshen	61	1,642	3.71%	0.0188%	0.35%		
Hartland	32	1,136	2.82%	0.0099%	0.15%		
larwinton	147	3,187	4.61%	0.0454%	7.25.0 7.86%		
(ent	48	1,520	3.16%	0.0148%	0.28%		
itchfield	102	4,713	2.16%	0.0315%	0.59%		
Viiddlebury	163	3,848	4.24%	0.0503%	0.95%		
Morris	55	1,419	3.88%	0.0170%	0.32%		
Vaugatuck	1,127	17,132	6.58%	0.3479%	6.56%		
Vew Fairfield	278	7,260	3.83%	0.0858%	1.62%		
New Hartford	162	3,933	4.12%	0.0500%	0.94%		
New Milford	697	15,502	4.50%	0.2151%	4.05%		
Vewtown	769	14,365	5.35%	0.2374%	4.47%		
icrfelk	27	885	3.05%	0.0083%	4.4/% 0.16%		
lew Canaan	65	8,400	0.77%	0.0201%	0.38%		
rospect	255	5,543	4.60%	0.0787%	1.48%		
ledding	144	4,471	3.22%	0.0444%	0.84%		
lidgefleid	386	11.831	3.26%	0.1191%	2.25%		
lexbury	55	1,310	4.20%	0.0170%	2.23% 0.32%		
alisbury	19	1,792	1.06%	0.0059%	0.32% 0.11%		
haron	42	1,458	2.88%	0.0130%	0.11% 0.24%		
herman	61	1,933	3.16%	0.0188%	0.24%		
outhbury	399	8,733	4.57%	0.1232%	2.32%		
homaston	229	4,687	4.89%	0.0707%	1.33%		
orrington	1.283	19,160	6.70%	0.3960%	7.46 %		
Varren	34	791	4,30%	0.0105%	7.46% 0.20%		
Vashington	33	2.015	1.64%	0.0102%	0.20% 0.19%		
Vaterbury	5,229	50,345	10,39%	1.6141%	30.42%		
Vatertown	377	12,920	2.92%	0.1164%	39.42% 2.19%		
Vinchester	323	6,069	5.32%	0.0997%	2.19% 1.88%		
Volcott	446	9,803	4,55%	0.1377%	1.88% 2.59%		
Voodbury	212	5,473	3.87%	0.0654%	2.35% 1.23%		
	17,190	323,963	3.9771	U.U3476	1.23%		
				5.3062%	100.00%	0.00%	

5.3062%

The percentage towns served dients divided by total served client population will be their percentage liability.



Joyce Kearns <adminassist@townofkentct.org>

Fwd: Workforce Investment Board Intergovernmental Agreement (s)

1 message

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

Thu, Oct 4, 2018 at 11:06 AM

Nov 7 agenda: NW Regional Workforce Investment Board agreement. Cathy Awwad-Executive Director

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

From: Cathy <catherine.awwad@nrwib.org>

Date: Thu, Oct 4, 2018 at 10:57 AM

Subject: Re: Workforce Investment Board Intergovernmental Agreement (s)

To: Bruce Adams <firstselectman@townofkentct.org>

Yes. Thank you. Please place the Agreement on the Agenda and I will attend. Regards, Cathy

Sent from my Sprint Samsung Galaxy S® 6 edge.

----- Original message -----

From: Bruce Adams <firstselectman@townofkentct.org>

Date: 10/4/18 10:56 AM (GMT-05:00)

To: "Catherine.Awwad" <catherine.awwad@nrwib.org>

Subject: Re: Workforce Investment Board Intergovernmental Agreement (s)

November 7 at 4:30. Let me know by end of October if you want to be on agenda

On Wed, Oct 3, 2018 at 12:13 PM Cathy Awwad <catherine.awwad@nrwib.org> wrote:

Ok I will gladly attend. When is that meeting? I am scheduled for a cornea transplant on Nov 13th but hopefully we will get this done before then,

Thanks

Your social services director would not have referred anyone (unless they were on TANF) as this is a function of the Department of Labor and people are directed/referred after they file unemployment compensation benefits. Returning Vets are provided info up discharge and your disabled residents seeking employment are co-served by us and Rehab services. Employers use us to recruit for new hires etc... So I would be more than happy to come and explain our services and how we affect your residents and your businesses.

Kent has been a part of this for the last 15 years and I take responsibility for the lack of knowledge you and

your other Selectmen have.

Cathy

From: Bruce Adams [mailto:firstselectman@townofkentct.org]

Sent: Wednesday, October 3, 2018 12:05 PM

To: Catherine.Awwad <catherine.awwad@nrwib.org>

Subject: Re: Workforce Investment Board Intergovernmental Agreement (s)

Despite my best efforts my Board has voted not to sign the agreement. I was outvoted 2-1. Their basic reason was never having heard of the organization and wanting to know who, in Kent, it serves. I provided numbers. And our Social Services Director was there and said she has not referred anyone so how do people find out about you. It might be worth a visit to the Nov BOS meeting, though I have no idea if it would help. Needless to say, I am frustrated.

On Tue, Oct 2, 2018 at 7:15 AM Cathy Awwad <catherine.awwad@nrwib.org> wrote:

Good Morning

I sent you a brief reply last evening. I am out of the office today at an event. If you would like to speak to me please call my cell as 203-217-8543

A little more detail for you:

Federal funds from US DOL for WIOA are allocated to CT then those funds are distributed via a formula calculation considering the economic factors in each region.

The State funds are allocated for Jobs First Employment Services (TANF) in a similar fashion.

We have sought a received a number of competitive grants over the years and currently are running one that brought us \$5m over 4 years to serve youth and young adults in careers in Information technology.

Hope this is sufficient.

Again please call if you have any questions

CAthy

From: Bruce Adams [mailto:firstselectman@townofkentct.org]

Sent: Monday, October 1, 2018 4:08 PM

To: Catherine.Awwad <catherine.awwad@nrwib.org>

Subject: Re: Workforce Investment Board Intergovernmental Agreement (s)

I have the answer to #1

On Mon, Oct 1, 2018 at 4:01 PM Bruce Adams <firstselectman@townofkentct.org> wrote:

Because Selectman X will ask: How many Kent residents use this?

How is it funded?

On Mon, Oct 1, 2018 at 3:43 PM Cathy Awwad <catherine.awwad@nrwib.org> wrote:

From: Bruce Adams [mailto:firstselectman@townofkentct.org]

Sent: Monday, October 1, 2018 3:38 PM

To: Catherine.Awwad <catherine.awwad@nrwib.org>

Subject: Re: Workforce Investment Board Intergovernmental Agreement (s)

Please don't forget this request. Meeting is tomorrow

On Fri, Sep 21, 2018 at 11:40 AM Cathy Awwad <catherine.awwad@nrwib.org> wrote:

Good Morning,

Yes I will send a brief description of the board's role and the requirement for the Agreement. Is Monday ok?

Thank you and please feel free to give the Selectman with giestions my cell number.

203-217-8543

Cathy

From: Bruce Adams [mailto:firstselectman@townofkentct.org]

Sent: Friday, September 21, 2018 10:15 AM

To: Catherine.Awwad <catherine.awwad@nrwib.org>

Subject: Re: Workforce Investment Board Intergovernmental Agreement (s)

Can you send me a brief explanation of what the Board does and the purpose of this document? I have one Selectman who questions everything.

On Wed, Sep 19, 2018 at 11:22 AM Cathy Awwad <catherine.awwad@nrwib.org> wrote:

Thank you that is great news.

If you require our attendance at the meeting please let me know.

Cathy

From: Bruce Adams [mailto:firstselectman@townofkentct.org]

Sent: Wednesday, September 19, 2018 11:09 AM

To: Catherine.Awwad < Catherine.awwad@nrwib.org>

Subject: Re: Workforce Investment Board Intergovernmental Agreement (s)

My Town Attorney has given his approval to sign the revised proposal. Must get BOS OK on Oct 2.

On Wed, Sep 19, 2018 at 10:14 AM, Catherine.Awwad <Catherine.awwad@nrwib.org> wrote:

Good Morning,

Attached is a revised page 2 of the Intergovernmental Agreement that was mailed to you last week. On page 2 the Article III the effective date is June 1, 2019 not 2018.

Please replace this page.

Thank you

Cathy Awwad

From: Catherine.Awwad [mailto:Catherine.awwad@nrwib.org] Sent: Thursday, September 13, 2018 3:46 PM To: 'Barbara Henry'

 'Bob Geiger' <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@warrenct.org>; 'Curtis Rand' <crand@salisburyct.us>; 'Dan Jerram' <dierram@town.new-hartford.ct.us>; 'Don Stein' <dstein@barkhamsted.us>; 'Gordon Ridgway' <cwlselectmen@optonline.net>; 'Henry Todd' <selectmen@canaanfallsvillage. org>; 'Leo Paul' <paull@townoflitchfield.org>; 'mayor@newmilford.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' <nwhess@naugatuck-ct.gov>; 'Jim McGrath' <JMcGrath@naugatuck-ct.gov>; 'town.of.prspct@sbcglobal.net' <town.of.prspct@sbcglobal.net>; 'Ed Mone' <emone@thomastonct.org>; 'rscannell@watertownct.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' <dlowe@townofshermanct.org>; 'Charles Perotti' <selectman@northcanaan.org>; 'Matthew Riiska' <townnorfolk@snet.net>; 'pdelmonaco@newfairfield.org' <pdelmonaco@newfairfield.org>; 'cfennessey@newfairfield.org' <cfennessey@newfairfield.org>; 'Lundquist, Paul' <Plundquist.Newtown@gmail.com>; 'first.selectman@newtown-ct.gov' <first.selectman@newtown-ct.gov>; 'firstselectman@middlebury-ct.org' <firstselectman@middlebury-ct.org>; 'Bruce Adams' <firstselectman@townofkentct.org>; 'Michael Criss' <mcriss@harwinton.us>; 'selectman@hartland.necoxmail.com' <selectman@hartland.necoxmail.com>; 'Bob Valentine' <1stselectman@goshenct.gov>; 'm.boughton@danbury-ct.gov' <m.boughton@danbury-ct.gov>; 'Tom McKeon' <tommckeon@colebrooktownhall.org>; 'alindblom@bridgewatertownhall.org' <alindblom@bridgewatertownhall.org>; 'cread@bridgewatertownhall.or' <cread@bridgewatertownhall.or>; 'firstselectman@bethel-ct.org' <firstselectman@bethel-ct.org>; 'knickerbockerm@bethel-ct.gov' <knickerbockerm@bethel-ct.gov>; 'ljassard@bethlehemct.org' <ljassard@bethlehemct.org>; Susan Marcinek <susan.marcinek@newtown-ct.gov>; Dean Esposito (d.esposito@danbury-ct.gov) <d.esposito@danbury-ct.gov>; 'dcarlton@woodburyct.org' <dcarlton@woodburyct.org> Cc: 'bos@brookfieldct.gov' <bos@brookfieldct.gov>; 'Julia Pemberton' <ipemberton@townofreddingct.org>; 'jpemberton@townofredding.org' <ipemberton@townofredding.org>; 'selectman@ridgefieldct.org' <selectman@ridgefieldct.org>; billbutterly@woodburyct.org; 'lhutvagner@middleburyct.org' < lhutvagner@middlebury-ct.org>; 'skimball@cheshirect.org' <skimball@cheshirect.org>; 'atalbot@cheshirect.org' <atalbot@cheshirect.org>; 'Christine Hayward' < christinehayward@town.new-hartford.ct.us>; 'asmiith@townofreddingct.org' <asmiith@townofreddingct.org>; 'eegan@sailsburyct.us' <eegan@sailsburyct.us>; 'tina_p@sharon-ct.org'

<tina p@sharon-ct.org>

Subject: Workforce Investment Board Intergovernmental Agreement (s)

Importance: High

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

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Northwest Regional Workforce Investment Board

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- 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.

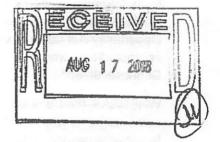
Two copies of the agreement in its "final" form are enclosed for your execution. Should you and/or your legal counsel want to meet with Executive Director, Catherine Awwad, to discuss the proposed Agreement, please contact her at 203-574-6971 ext. 426 at your earliest convenience.

Sincere

Mayor Mark Boughton

City of Danbury

Chair, Consortium of Chief Elected Officials



Intergovernmental Agreement

Between

The Municipalities Of

Barkhamsted, Bethlehem, Bethel, Bridgewater, Brockfield, 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

Northwest Regional Workforce Investment Board

and Languages

les clanmont

Dear Mr. Hans contact me any plusters Putty

September 12, 2018

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

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shall constitute a Local Workforce Development Area in ascerdance with applicable State and federal laws. The Northwest Regional Workforce Investment Beard, Inc., shall be 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 the 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 ascerdance 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 1of 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

 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. hold-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. 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
 - 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 in 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 Beard 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 are 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:
 - 1. 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, tegether with the Local Workforce Development
Beard 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, maintonance, lease or cale 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 nonowner 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 Consertium, the Executive Committee and/or any of its members and any separate logal 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 Innevation 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 allegated 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 (MM/DDYYYY) 08/28/2018

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(les) 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). CONTACT Kris Stelle PRODUCER Chittenden Group PHONE (A/C, No. Exte E-MALL (203)723-7447 (203)723-4148 327 Church St E-MAIL ADDRESS: kris@chittendengroup.com P O Box 859 INSURER(S) AFFORDING COVERAGE NAIC # CT 06770 Sentinel Ins Co LTD 11000 Naugatuck INSURER A: INSURED Twin City Fire Ins Co 29459 INSURER B: Northwest Regional Workforce Investment Board Western World Insurance Group 13198 INSURER C: 249 Thomaston Ave Great American Insurance Co 18891 INSURER E CT 06702 Weterbury INSURER F **18-19 MASTER COVERAGES** CERTIFICATE NUMBER: **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 ADDCSUBA INSD WVD HOLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EII OCCURINGO) 1,000,000 CLAIMS-MADE X OCCUR D&O/EPL - EPP1817049 10.000 MED EXP (Any one person) D&O/EPL-Insurer D 5/1/18-5/1/19 Y 31SBAIW5451 04/10/2018 04/10/2019 1,000,000 PERSONAL & ADVINJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE 2,000,000 PRO-PCLICY PRODUCTS - COMP/OP AGG D&O / EPL \$ 1,000,000 OTHER COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY \$ 1,000,000 ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED 04/10/2019 31SBAIW5451 04/10/2018 BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ UMBOCITATIAN 3,000,000 OCCUR **EACH OCCURRENCE** EXCESS LIAB 31SBAIW5451 04/10/2018 04/10/2019 3,000,000 CLAIMS-MADE **AGGREGATE** DED RETENTION S FRR COMPENSATION X STATUTE AND EMPLOYERS' LIABILITY 100,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT 31WECCM5644 05/25/2018 05/25/2019 N/A 100,000 E.L. DISEASE - EA EMPLOYEE yes, describe under ESCRIPTION OF OPERATIONS belo 500 000 E.L. DISEASE - POLICY LIMIT Aggregate \$1,000,000 Professional Liability C BRL0016593 03/09/2018 03/09/2019 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 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Town of Kent 41 Kent Green Blvd, PO Box 678 AUTHORIZED REPRESENTATIVE Che Be

Kent

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	Citations	Manage		III				or.
Roles and Responsibilities	X = rends) on Consultation with or Supports II = 2246 Education Agency A = Vaccitated Rehabilitation Agency VALA = Store Workforce Administrator	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)	х						
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	Х		•	11 20 AL	na wez si Tanu yas sa ti e s na Ten Igi	an confi conf confi confi conf confi confi confi confi confi confi confi confi confi	
See public comment on the 4-year state plan	§ 676.130 (d)			The State				CONTROL DE
[May] establish additional indicators of performance	§ 677.165	1	(Fin	The State	-100/18	solv ada	(Ald be	Moult s
Use quarterly wage record information in measuring a State's performance on the primary indicators of performance	§ 677.175 (a) (1)			The State			rial fra el Leon or Nesb	ir upred but tule but nouts
[May] designate a State agency (or appropriate State entity) to assist in carrying out the performance reporting requirements	§ 677.175 (c)	Х	i i i i i i i i i i i i i i i i i i i				orallicada Granies Sci	desilateer desilateer desilateer
Submit a State arinual timely [to avoid sanctions]	§ 677.185 (a) and (c)			The State			100-100	
[May] apply additional performance indicators to local areas	§ 677.205 (b)	Х				Reday (N	E ALCHARIA	
Make performance reports available to the public annually	§ 677.205 (c)			The State	- 16.45	aragione	etya i list	The st
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			Х	Х	as ne yan wangsou n. I sak n r. Elisa	tunger ragio ka n niete stronadi ka atau
Develop and disseminate the performance negotiations process	§ 677.210 (d)	X			bijani.		dal to de	
[May] provide incentive grants, if so determined, to local areas for performance on the primary indicators of performance	§ 677.215 (a)	Х			6 1 1 V	12 18 4 19 14 1 16 1 18	en bediup.	en production data to a consequent
[May] use non-Federal funds to create incentives for the Local WDBs to implement pay-forperformance contract strategies	§ 677.215 (b)	х			eliza et a	orthe disc	tile ici	Frank Sor Towns Includent
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)	х	700		5-11 et (a	To sta bene	tires on	nan'i Kenadi Kanada Man Kanada Man
Establish the threshold for failure to meet adjusted levels of performance for a local area	§ 677.220 (a) (1)			The State				

Roles and Responsibilities	KEY: No Lead(s) No State Constitution with or Supports SEA o State Constitution Agency SEA o State Workforce Administrator SEA o State Workforce Administrator	Governor	State WDB	Lead State Official	Chief Elected Official (CEO)	Local WDB	Local Fiscal Agent	One-Stop Operator
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)	х		Designated Agency		1975 1975 1975		
Create and disseminate the WIOA performance reports	§ 677.230 (e) (2)	Х		Designated Agency	A sept		G GAZILLE	
performance reports with the ETP list and the information required to accompany the	§ 677.230 (e) (3)	Х		Designated Agency	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
list [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)		1 1 2			Х		
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)		1976 10.	Х	•	ngara find gar • no lingaria	5.00 X 20 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	E C					
Approve other entities that carry out a workforce development program to serve as additional partners in the One-Stop delivery	§ 678.410 (a)				Х	х		
Establish and maintain the One-Stop	§ 678.420			0	X		14.10	30.
delivery system, including joint funding Enter into an MOU (and sign) with One-Stop partners	§ 678.420 § 678.500		10.00		•	Х	per suiso	1000
Enter into good-faith negotiations between One-Stop partners	§ 678.510 (a)	Only if requested	Only if	Only if	X	X		Work and the second

	Citations			iciai	96			ator.
Roles and Responsibilities	KEY: # 1 (equity) * to Consumeration with or Supports ### 5 State Education Agency \$77.4 * Veryalismal for holder algency \$79.4 * State Waarfdrare Administrator	Governor	State WDB	Lead State Official	Chief Elected Official (CEO)	Local WDB	Local Fiscal Agent	One-Stop Operator
Establish with One-Stop parnters, in the MOU, how infrastructure costs and other shared costs of the One-Stops will be funded	§ 678.510 (b) § 678.715 (c)					Х	edalens Oantala Salasia Salasia	prons Fano I degotia Statem
Report to the State WDB, Governor, and relevant State agency when MOU negotiations with One-Stop partners have reached an Impasse	§ 678.510 (c)				3, 16, 16, 16, 16, 16, 16, 16, 16, 16, 16	X	action and action action and action actio	Sections Sections Sections
[May] approve the Local WDB to be the One- Stop Operator	§ 678,600 (c) (6)	Х			Х	ab cifres	w or fact	teast.
Ensure One-Stop Operators carry out WIOA programs and activities	§ 678.600 (e)		ATT IC	Х	out esting	Х	tighand	ca regiv
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)		Х		cinig a contra	Х	in Australia Type Ma The The	Х
Erisure practices ARE NOT established that create disincentives to providing services to individuals with barriers to employment who may require longer- term career and craining services	§ 678.600 (e) (2)		Х			х	Suo Savel Sound So on six and	Х
Comply with Federal regulations and procurement policies relating to the calculation and use of profits	§ 678,600 (e) (3)		Х		4	х	5,656 y 5 - 101 o 60	Х
Select the One-Stop operator through a competitive process at least once every 4	§ 678.605 (a)					September 1	Х	British Section
years [May] select a Local WDB as a One-Stop Operator through sole source procurement	§ 678.605 (d)	X	Ži ni i	HE D	Х	100 - 61	1 48 1	
f applicable, establish sufficient conflict of nterest policies and procedures if the Local WDB will act as an One-Stop Operator	§ 678.605 (d)	Tim e			1201106	Х	O'T state	self as a
f applicable, approve the conflict of interest policies and procedures prior approving a local WDB to act as an One-Stop Operator	§ 678.605 (d)	Х			ajie CW platič Ps da chi	epolityt din kro	Section 1	to just
May] establish additional roles of the One- Stop Operator	§ 678.620 (a)				2.25	Х	ob bay ilin	el Carro
Coordinate service delivery of required partners and service providers	§ 678.620 (a)			1.5	is the di	le gran	B ster small	Х
May] perform additional functions with sufficient firewalls and conflict of interest colicies and procedures	§ 678.620 (b) (1) and (2)			nva'x.	110 129	ist jiet	Х	
Develop and issue guidance regarding One- Stop infrastructure funding	§ 678.705	Х	•		•	•	in chus	to ekso

	Citations	ior	80	Official	cted (FEO)	JOB (n gent	perator
Roles and Responsibilities	KEY: t = (sedfs) e in Computation with or Supports \$LA - State Education Agency \$CFA+ Vocational Rehabilitation Agency \$WA = State Worlforts Administrator	Governor	State WDB	Lead State Official	Chief Elected Official (CEO)	Local WDB	Local Fiscal Agent	One-Stop Operator
agree to amounts and methods of alculating amounts each One-Stop partner will contribute for One-Stop infrastructure unding, include the infrastructure funding erms in the MOU, and sign the MOU	§ 678.715 (a)				х	Х		
f applicable, apply the State funding nechanism if a consensus agreement for ocal One-Stop partner contributions is not eached	§ 678.730 - 738	Х	•	8700	10 mg	•	29 154.3 U 1- 3 53	li day
Establish objective criteria and procedures for Local WDBs to use when certifying One-	§ 678.800 (a)		Х	336 313	•		Light and	al E
Stops Review and update the criteria for certifying Dne-Stops every 2 years as part of the review and modification of State plans	§ 678.800 (a) (1)		Х		•	•		W TO
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)					х		
[May] establish additional criteria, or set higher standards for service coordination, than those set by the State	§ 678.800 (d)				tus injur	Х	100	
Review and update the One-Stop Certification criteria every 2 years as part of the local plan update process *Local WDBs must certify One-Stops in order to be	§ 678.800 (d)				Data E	х		ed/fero
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)	Х			STORES.		u se digirir	
Sit on the State WDB (two or more statewide collectively representing both cities and counties)	§ 679.110 (b) (3) (lli)				x	uerra Enpré	1	19.120
[May] convey voting privileges to non-required members on the State WDB	§ 679.110 (g)	Х	75, 12		a cha	105 41		do.
Review statewide policies, programs, and recommendations for the comprehensive and streamlined delivery of services	§ 679.130 (b)	Х	•	178 :	1 1			in the
Identify barriers and means for removing them to better coordinate, align, and avoid duplication	§ 679.130 (c) (1)	Х			1015.00	A yris i	tel e se	9[3]
Develop strategies to support career pathways	§ 679.130 (c) (2)	X	•	1	1727 L 17	A CHILIA	out the law	e en j
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			lepi	8 5 5 5	100 BANG 1	de la constante de la constant

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Roles and Responsibilities	KEY: X = Lasd(s) = 10 Consultation with or Supports IIA > State Education Agency SYRA = Viscational Rehabilitation Agency INA = State Workfarce Administrator	Governor	State WDB	Lead State Official	Chief Elected Official (GEO)	Local WDB	Local Fiscal Agent	One-Stop Operator
Identify regions, including planning regions	§ 679.130 (c) (5)	X	•		Х	Х		
Provide assistance to local areas to develop and continuously improve the One-Stop delivery	§ 679.130 (c) (6)	Х	•	S. Mar Pr		winds in	leva ki da Nagrida	o delide duo ie
Develop and update a comprehensive State performance and accountability measures	§ 679.130 (d)	Х	•		e e e e e e e e e e e e e e e e e e e	1. (b) (10)	net order	RX SUSE
Identify and disseminate information on best practices	§ 679.130 (e)	Х	•	84 3	Trud usti	His man	7 mm by	district to
Develop and review statewide policies affecting the coordination of services	§ 679.130 (f)	Х	•		2000	- 719 Si	2544.0 50	
Develop strategies for technological improvements to facilitate access to, and improve the quality of services and activities	§ 679.130 (g)	х	0		urogai	nast.		
Develop allocation formulas for the distribution of funds for employment and training activities for adults and youth to local	§ 679.130 (i)	Х			Marie Value - Sal	Visit Control		Salvarian Salvarian Salvarian
Preparations of the Annual Reports	§ 679.130 (j)	X			Bett			772
Develop a statewide workforce and labor market information system	§ 679.130 (k) § 679.370 (c) (2)	Х	•		Х	THE ROT		Trist.
Develóp other policies as may promote statewide objectives and enhance performance	§ 679.130 (l)	Х	•	s at	an id thai	ask-in	rych k	65 MO 115
Ensure compliance with Sunshine Act provisions	§ 679.140 § 679.390		Х		1 2 2	X	is an imply	library 128
Develop a policy and process for identifying regions	§ 679.210	Х	A) first in	11111	•	•	ersteint h	rik gols ye
Assign lòcal areas to a region	§ 679.210	X						
Develop a policy for designation of local areas and designate local areas	§ 679.220 § 679.230	Х	0		•	•		10 TO
Appoint the Local WDB in accordance with State criteria	§ 679.310 (a) § 679.350				Х	bus end	50490	E Tay Li
Certify the Local WDB every 2 years	§ 679.310 (a) § 679.350	Х	Terro		unit Seur	or hand	The state of the s	de restan de sector consei
Set policy for the portion of the statewide workforce development system within the local area and consistent with State policies	§ 679.310 (b)				•	Х	The same sales	
[May] enter into an agreement that describes the respective roles and responsibilities of the parties	§ 679.310 (c)		1	1 1	Х	Х	To a little	a styrous automoga sad källa
Develop, implement, and modify a 4-year local plan	§ 679.310 (d) § 679.370 (a)	7			0	X	1,000	
Execute an agreement to describe CEO responsibilities, if the local area includes more than one unit of government	§ 679.310 (e) § 679.710				7 10168	Can T	E ILLUS N	STATES
Carry out the roles of the Local WDB (Single- Area State)	§ 679.310 (f)		Х			N -231/32	्राष्ट्राच्या है अंग्रेडिक रेडिक	

Roles and Responsibilities	Citations KEY: z = Leod(1) = in Constitution with or Jupports 3X a State Education Agency SVRA a Vacational Rehabilitistion Agency SVRA a State Workforter Administrator	Governor	State WDB	Lead State Official	Chief Elected Official (CEO)	Local WDB	Local Fiscal Agent	One-Stop Operator
The state of the s	679.310 (g)		1011110		Х			
policy for Local WDB membership Establish criteria for the chief elected official on select members of the Local WDB	§ 679.320 (a)	Х	Days a		edensidet grades	28.5 5.7		es mi
Select Local WDB members and establish a formal nomination and appointment process	§ 679.320 (a)		7 10		X	ediane.	in B	
Elect a chairperson from among the business representatives on the WDB	§ 679.330				Fr. mile	Х	1 1 2	
May] establish standing committees	§ 679.360 (a)					100	Sink to	
f applicable, develop and implement a	§ 679.370 (b)		100		- 1	Х	(07/2013) 5. 17/90)	
regional plan Conduct workforce research and regional abor market analysis	§ 679.370 (c)				Letter miles	Х	おりは野	Providence
Convene local workforce development system stakeholders to assist in the	§ 679.370 (d)		THE STATE OF			Х		7 -
development of the local plan Identify non-Federal expertise and resources	§ 679.370 (d)				721,5V	Х	201, a. d.	Par well
to leverage support activities Promote business representation on the local WDB	§ 679.370 (e) (1)		(S) (I) -01	1 25 2		Х	4-6800	
Dévelop effective linkages with employers that increases employer utilization of the	§ 679.370 (e) (2)		STA.	18	0,	Х	San All	100
system Ensure that workforce investment activities meet employers needs and support economic growth	§ 679.370 (e) (3)		-	8 200	The second	Х		Name of
Develop and implement strategies that meet employers and workers employment and skill needs	§ 679.370 (e) (4)			PAT TE	17.00 m	Х	O(- (5%	
Lead efforts to develop and implement career pathways	§ 679.370 (f)			Wind.	The Care	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)		13		1000	Х		
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)				S. Dance Variging	Х	E E E	
Use technology to meet the needs of individuals with barriers to employment	§ 679.370 (h) (3)				i i	X	類	e stro
Use technology to leverage resources and capacity	§ 679.370 (h) (4)		TATE		diges	X		7 3 5
Conduct oversight of youth, adult, dislocated worker, and entire One-Stop delivery system	[§ 679.370 (i) (1)				•	X	1 9 220	
Ensure the appropriate use and management of funds	§ 679.370 (i) (2)		136	M AND	•	X	1 (1539)	

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Roles and Responsibilities	KEY: X = Lend(s) • In Connectations with or Supports SEA - State Education Agency SVA = Vocational Rehabilitation Agency SVA = State Wortforce Administrator	Governor	State WDB	Lead State Official	Chief Elected Official (CEO)	Local WDB	Local Fiscal Agent	One-Stop Operator
Ensure the appropriate use, management, and investment of funds to maximize performance of tromes	§ 679.370 (i) (3)				•	Х		
Negotiate and reach agreement on local performance indicators	§ 679.370 (j)	Х				Х		
Negotiate off the methods for funding the infrastructure costs of One-Stops	§ 679.370 (k)					5	E - 51	rus erri e na de
Select, and where appropriate terminate, providers	§ 679.370 (I)					Х		
Ensure there are sufficient numbers and types of providers of career services and training services	§ 679.370 (m)			The State		X		y May
Coordinate activities with education and training providers	§ 679.370 (1)			25.00.53	City o	Х		
Review applications to provide adult education and literacy activities	§ 679.370 (n) (1)					Х	111111111111	an to the second
Make recommendations to the eligible adult education and literacy agency to promote alignment with the local plan	§ 679.370 (n) (2)				T.	Х	ture, at	(3 e F 9 2) (4/5 7 G, b
Replicate affid implement cooperative agreements to enhance the provision of education and training services	§ 679.370 (n) (3)			1 2 3		Х		distant Mistant kos Lari
Develop a budget for the activities of the Local WDB	§ 679.370 (o)				•	Х	ANT TO SERVICE STATE OF THE SE	NOT ST
Assess, on an annual basis, the physical and programmatic accessibility of all One-Stops	§ 679.370 (p)		TO THE	TATE	Dist is	х	1 15 15 15 15 15 15 15 15 15 15 15 15 15	rocke as
Certify One-Stops	§ 679.370 (q)				grate va	X	EL EL TEM	2,280,2
Determine whether or not a Local WDB may be selectéd as a One-Stop Operator	§ 679.410 (a)	Х			Х			
Determine whether or not a Local WDB may act as a provider of career services	§ 679.410 (b)	Х			Х			
	§ 679.410 (c)	Х						
Develop a procedure for approving walvers 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			х			
Receive Funds	§ 679.420 (b) (1)						X	
[May] conduct financial monitoring of service providers	§ 679.420 (b) (2)		•			•	Х	
Ensure sustained fiscal integrity and accountability	§ 679.420 (b) (2)						Х	
[May] ensure independent audit of all employment and training programs	§ 679.420 (b) (3)					•	X	
Respond to financial audits	§ 679.420 (b) (3)			1			X	
Maintain proper accounting records and adequate documenation	§ 679.420 (b) (4)						X	

Roles and Responsibilities	KEY: x = teo(s) = th Consultation with or Jupports MA = State (Sociation Agency SYAA = Vocational Polyhalization Agency SWA = State Worthpure Administrator	Солегиог	State WDB	Lead State Official	Chief Elected Official (GEO)	Local WDB	Local Fiscal Agent	One-Stop Operator
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)		•			•	Х	
Establish and disseminate a policy for the submission of local and regional plans	§ 679.500 (c)	X			1 1/1 1/253			
Review regional and local plans	§ 679.520 § 679.570	X	7777	13377				
Establish procedures governing the modification of regional plans.	§ 679.530 § 679.580	X			api 260	Carlot	303	
Identify the entity responsible for the disbursal of grant funds	§ 679.560 (b) (14)		300	Taba [X	salid at E	head a	
Approve a Local WDB to be the One-Stop provider	§ 679,600	2	30.7	i i i	X	Sal-una		
Request a waiver of statutory or regulatory requirements under WIOA or W-P	§ 679.620	X	Our la		•			234 PHV 1252 5.5
Serve as the local grant recipient and responsible for funds provided under WIOA Title I and III	§ 680.100 § 680.700			3687	Х	entra a kontra	and	
[May] Establish performance criteria work- based training providers must meet to receive funds	§ 680.530 (b)	X	i i	A TELEP	-	i ita		Tanna Tanna
Collect performance information and determine whether work-based trainining providers meet any established criteria	§ 680.530 (c)		230, 6			is the sale		Х

Intergovernmental Agreement

Between

The Municipalities Of

Barkhamsted, Bethlehem, Bethel, Bridgewater, Brockfield, 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 1of 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:
 - 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;
 - 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 vicechairperson 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 are 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:
 - 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
 - Commercial General Liability Insurance to cover claims involving bodily injury or property damage including fire including nonowner 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.
- 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

Prospect, Redding, Ridgefield, Roxbury, Salisbur Torrington, Warren, Washington, Waterbury, Wate	
The Municipality KENT, Through its	, duly authorized.
Address for Notice	
41 Kent Green Blvd.	
P.O. Box 678 06757	
BY:	<u> </u>
Bruce Adams - First Selectman	
Date:	

TOWN OF KENT BOARD OF SELECTMEN 41 Kent Green Boulevard P.O. Box 678 Kent, CT 06757

2019 Regular Meeting Schedule

Pursuant to CGS 1-225:

The Town of Kent Board of Selectmen's regular monthly meetings will be held on the first Tuesday of each month at 4:30 p.m. at Kent's Town Hall, 41 Kent Green Boulevard, Kent, CT 06757. Meetings in addition to these listed below will be considered Special and will follow the State Mandated guidelines for posting a Special meeting.

At the November 7, 2018 Regular Board of Selectmen meeting, the following dates were approved as regular meeting dates for 2019:

Tuesday, January 8, 2019

Tuesday, February 5, 2019

Tuesday, March 5, 2019

Tuesday, April 2, 2019

Tuesday, May 7, 2019

Tuesday, June 4, 2019

Tuesday, July 2, 2019

Tuesday, August 6, 2019

Tuesday, September 3, 2019

Tuesday, October 1, 2019

Wednesday, November 6, 2019

Tuesday, December 3, 2019

Administrative Assistant

This institution is an equal opportunity provider and employer.



Joyce Kearns <adminassist@townofkentct.org>

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

1 message

Bruce Adams fristselectman@townofkentct.org>
To: Joyce Kearns downofkentct.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>

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 then 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 mid, however, that it is likely the formula share for Kent will be very small.

I will be happy to provide a more forma 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] 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>

Date: Thu. Sep 13, 2018 at 3:45 PM

Subject: Workforce Investment Board Intergovernmental Agreement (s)

<firstselectman@townofkentct.org>, Candy Perez <mayorwinsted@gmail.com>, Craig Nelson <selectman@warrenct.org>, Curtis Rand <crand@salisburyct.us>, Dan Jerram <dierram@town.new-hartford.ct.us>. Don Stein <dstein@barkhamsted.us>, Gordon Ridgway <cwlselectmen@optonline.net>, Henry Todd <selectmen@canaanfallsvillage.org>, Leo Paul paull@townoflitchfield.org>, mayor@newmilford.org, Mark Lyon <Mark,Lyon@washingtonct.org>, Matthew Rijska <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@middleburyct.org, Michael Criss <mcriss@harwinton.us>, selectman@hartland.necoxmail.com, m.boughton@danbury-ct.gov, alindblom@bridgewatertownhall.org, cread@bridgewatertownhall.or, firstselectman@bethel-ct.org. knickerbockerm@bethel-ct.gov, liassard@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, billbutterty@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

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

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TOWN OF KENT BOARD OF SELECTMEN 41 Kent Green Boulevard P.O. Box 678 Kent, CT 06757

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Tuesday, October 1, 2019

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Tuesday, December 3, 2019

Administrative Assistant

NE YEAR TOTALS	FIVE YE	AR CAPIT	TAL PLA	N	.	INFORMATI	ONAL USE			
****	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2028	FY 2027	FY 2028	FY 2029
BOE PLAN			Roof	Roof	Roof / pkng lot			1		
KCS BLDG IMPROVEMENTS			288,000	218,000	266,000	50,000		1	!	!
WINDOWS	_	100,000			138,235	138,235				•
984,235 BOE SUBTOTAL BOS PLAN	0	100,000	266,000	216,000	402,235	188,235	138,235	0	0	
		Peylosder		<u>.</u>	1		! 	1	 	
	HWY Trk #2 and	Zero Turn Sett Brine Meker	Truck #1 Compactor	HWY Trk # 7 and Kubota	HWY Tik #9	HWY Trk # 4 / Cwd Bridge Serries	HWY Trk # 12	Tractor w/ boom mower	Truck #8	Truck #3
HIGHWAY TRUCKS	100,000		60,000	195,000	230,000	130,000	200,000		200,000	200,00
HIGHWAY EQUIPMENT	· · · -	140,000		, 			<u> </u>	·	<u> </u>	
AIGHWAT EQUIFMENT	20,000	15,000 35,000	40,000	35,000		30,000		120,000	i	-
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PPROPRIATION FY 2022-2023				879,141			 	 	 	
PPROPRIATION FY 2023-2024 PPROPRIATION FY 2024-2025					871,941	696,494		 	}	+
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Accepted by the BoF										
Approved by P/Z Modified by BoS			t Town Meeting							

KCS BLDG IMPROVEMENTS	FY '23 FY '24	4.9.18 12.5.17	BoS moved \$50,000 out to FY '25 to facilitate Capital reduction as directed by BoF 4.3.18 BoE added \$136,235 to FY '24 (repaye parking lot)
	FY '25	12.5.17	BoE added \$136,235 to FY '25 (repave parking lot)
	FY '26	12.5.17	BoE added \$136,235 to FY '26 (repave parking lot)
IWY TRUCKS	FY '28	12.5.17	Added \$200,000 to FY '28 for Truck #8
	FY '25	12.5.17	Added \$30,000 to FY '25 for Covered Bridge barrier
KVFD		12.5.17	Modified FY '23 - renamed Rescue 8 from Engine 1
BRIDGE # 05519 (Macadonia)	FY '23	4.9.18	BoS moved \$250,000 out to FY '25 to facilitate Capital reduction as directed by BoF 4.3.18
BRIDGE #16 (Anderson Road)			Per Tn Meeting 7/31/15: \$20,000 was prefunded to
1			Bridge #16 - encumbering the appropriating of 7/1/19 to
			repay 5 year reserve
			Already posted in QB with effective date of 7/1/2019
BRIDGE # Carter Road			Per Tn Meeting 5/20/16: \$250,000 was prefunded to
			Carter Road Bridge - encumbering the appropriation of
			7/1/2020 to repay 5 year reserve Already posted in QB with effective date of 7/1/2020
	_		Aiready posted in Qb with effective date of 7/1/2020
Streetscape			Per BoF mtng 10/17/18 - 40,000 prefunded -
			encumbering appropriation of 7/1/19 to repay 5 year reserve
	1		Already posted in QB with effective date of 7/1/2019
		1	
			All court posted in Qu' with circuit code or 7,2,2000
Town Buildings		12.5.17	Added \$125,000 to FY '28 for Windows
Town Buildings		12.5.17	
Town Buildings		12.5.17	
Town Buildings		12.5.17	

Dept.	Title	Returned
10,30,32,33,34,43	Board of Selectmen Bruce Adams Chris Garrity Jeff Parkin	
13	Registrars: Karen Chase Jan Gadiel	
16	Assessor Patty Braislin	<u> </u>
17	Tax Collector Debbie Devaux	
22	Town Clerk Darlene Brady	
23	P&R Director Lesly Ferris	
24	Land Use Administrator Donna Hayes	
27	Building Official Bill Jenks	
28	Fire Marshal Stan McMillan	
40	Road Foreman Rick Osborne	
	Kent Vol. Fire Department Alan Gawel	
	Board of Education Marty Lindenmayer	-



Five-Year Capital

1 message

Lesly Ferris <ParkandRec@townofkentct.org>
To: Joyce Kearns <adminassist@townofkentct.org>

Tue, Oct 16, 2018 at 9:37 AM

Hi Joyce - the Kent Park and Recreation Commission will not have any submissions this year for additions to the Five-Year Capital Plan.

Thank you.

Lesly

Lesly Ferris Director Kent Park and Recreation 860-927-1003



Capital Plan 2020-2024

1 message

Donna Hayes <a description of the control of the

Fri, Nov 2, 2018 at 10:29 AM

Hi,

At the October 11th meeting, Planning and Zoning decided that no funds will need to be added to the 2024 line.

If you have any questions, please feel free to get in touch.

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



Re: Five-Year Capital Request

1 message

Martin Lindenmayer <mjikent@gmail.com>
To: Joyce Kearns <adminassist@townofkentct.org>

Wed. Oct 3, 2018 at 3:03 AM

Our October Board meeting is Wednesday evening so I'll have a chance to discuss the timelines with the Board then. The Building and Facilities Committee meets later this month to finalize the current window project, so any new initiatives regarding the Capital Plan should be finalized then, which would require Board approval at our 07 November meeting. So how does 08 November sound?

Regards, Marty

On Oct 2, 2018, at 13:35, Joyce Kearns <adminassist@townofkentct.org> wrote:

Marty -

Thank you.

When will you be able to have the information to me?

On Tue, Oct 2, 2018 at 1:07 PM, Martin Lindenmayer <mjlkent@gmail.com> wrote:
Got it Joyce, thanks! Not sure we can meet that deadline but will certainly try.
My Board of Ed address is on the CC line

Regards, Marty

On Oct 2, 2018, at 11:32, Joyce Kearns <adminassist@townofkentct.org> wrote:

Marty

Sorry to sent this to this e-mail but your center school one bounced back. Please confirm that you received this e-mail.

Thank you

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

From: Joyce Kearns <adminassist@townofkentct.org>

Date: Tue, Oct 2, 2018 at 11:30 AM Subject: Five-Year Capital Request

To: Bruce Adams <firstselectman@townofkentct.org>, Chris Garrity

<cgarrity@townofkentct.org>, Jeff Parkin <jrparkin@townofkentct.org>, Patricia Braislin
<assessor@townofkentct.org>, Deborah Devaux <taxcollector@townofkentct.org>,

Darlene Brady <townclerk@townofkentct.org>, Lesly Ferris

lindenmayer@kentcenter.net

Attached are the 2020-2024 Five-Year Capital Planning requests.

Please note the return date of Thursday, November 1, 2018. If you <u>can not</u> have the requests returned to me by Thursday, November 1, 2018, please let me know asap and let me know what date you will have them to me.

I would like to present the Capital Plan to the BOS at the November 7, 2018 meeting.

Thank you.

--

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

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

<20.24.capital.requests.pdf>

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

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	Accepted by the Bof	1/15/18									
	Approved by PIZ	4/12/18		<u> </u>							
	Modified by BoS	UNITE	Approved	at Town Mee	ting 5/18/7	101B	Ц				
	4	81410									

Depart	ment:	Community	Dase
Date P	repared:	Nov. 1. 2018	
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1.	Purpose of P	roject:	
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	Location:	Community	Naise
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5.	Justification:		
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Department:	Hickory	
Date Prepared:		
Contact Person:	Rue Osbone	
1. Purpose of Pr	oject:	_
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2. Project title:	TRUCK 3	
3. Location:		
4. Description of Replac	Project: A 2017 TRUCK	
5. Justification:		······································
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Department:	HoleHury	
Date Prepared:	11-1-18	
Contact Person:	RILL DSBORNE	
1. Purpose of P	roject:	
		TRUCK #7
2. Project title:	TRUCK #7 2023	
3. Location:		
#5. Justification:	REPLACEMENT CHA	
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Departmo	ent: <u>- H</u> I	6HWRY.	
Date Pre	pared: (-1-1R	
Contact I	Person:	REVE DSBORNE	
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2. P	roject title:	PREDGE 17-	
3. L	ocation: Ke	ENT Hollow Rd. NEAR	2 BEARDSLEY
4. D	Pescription of Project		
5. J	ustification: Bud	us on 1938.	· · · · · · · · · · · · · · · · · · ·
6. C	Department Priority:		
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Department:	HIGH WAY 11-1-18	
Date Prepared:		
Contact Person:	RICK OSBARNE	
1. Purpose of F	Project:	
	em to program already part of program orior plan	Bloge 16
2. Project title:	BRIOGE 16	
3. Location:		ANDERSON ACRES
71011	of Project: CE BRIDGE : BUFUT 1937	
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2028/2029		

Department:	HIGHWAY	
Date Prepared:	11-1-18	
Contact Person:	BILL OSBORNE	
1. Purpose of F	Project:	
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2. Project title:	REBUSIO SPOONER HE	ed Rl.
3. Location:		
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5. Justification	Age, TIME SPENT PAT	CHTARY EACH YEAR
6. Department	Priority:	
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2024/2025 2025/2026 2026/2027 2027/2028 2028/2029		500,000.00



Fwd: Committee appointment

1 message

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

Wed, Nov 7, 2018 at 1:48 PM

------ Forwarded message ------From: Chief Gawel <kent1@kentfire.org>
Date: Wed, Nov 7, 2018 at 12:53 PM
Subject: Committee appointment

To: Bruce Adams <firstselectman@townofkentct.org>

Hi Bruce.

I would request that the Selectman appoint Gwen Price as the 8th member to the committee.

Looks like we will have our first meeting next Tuesday or Wednesday. Looks like one of those days will give us at least a Selectman and a BOF member present along with a few of the others

Will keep you posted

Thanks Alan

Will let you know

Chief Alan Gawel Kent Volunteer Fire Department 28 Maple Street PO Box 355 Kent, CT 06757 (860) 671-1317

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



Fwd: Board of Assessment of Appeals Resignation of Sabine Gibson

1 message

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

Tue, Oct 23, 2018 at 7:26 AM

For BOS consideration, probably Dec. meeting

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

From: Dan Roberti <danroberti@danroberti.com>

Date: Mon, Oct 22, 2018 at 8:53 PM

Subject: Re: Board of Assessment of Appeals Resignation of Sabine Gibson

To: Suzanne Charity <zanne.charity@gmail.com>

Cc: Bruce Adams <firstselectman@townofkentct.org>, Chris Garrity <cgarrity@townofkentct.org>, Jeff Parkin <jeffpilot@mac.com>, Besmer, Fran <fbesmer@earthlink.net>, Therese Duncan <kcspta@aol.com>, Betty Krasne
<bjkrasne@icloud.com>, Allan Priaulx <allanp82@live.com>

Hi all - tonight, the KDTC unanimously voted to recommend Therese Duncan. Thank you! Dan

Sent from my iPhone

> On Oct 22, 2018, at 11:50 AM, Suzanne Charity <zanne.charity@gmail.com> wrote:

>

> Therese Duncan

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



Board of Assessment Appeals

1 message

Scott Harvey <cpplprez@yahoo.com>
Reply-To: "cpplprez@yahoo.com" <cpplprez@yahoo.com>
To: Scott Harvey <cpplprez@yahoo.com>

Thu, Nov 1, 2018 at 7:39 AM

Dear Kent Board of Selectmen,

The Nominating Committee from the Kent Republican Town Committee voted to submit the name of Anthony F. DiPentima of 22 Bald Hill Rd. South Kent, CT 06785, for appointment to the Board of Assessment Appeals. Mr. DiPentima's experience as an Attorney in Connecticut and his experience of serving on other Boards and Commissions in the Town of Kent make him a qualified candidate.

Respectfully submitted, Scott R. Harvey Chairman, Kent Republican Town Committee

REQUEST OF BOARD OF FINANCE for CAPITAL FUNDS FOR PLANNING



KENT STREETSCAPE PROJECT

OCTOBER 2018

REQUEST OF THE BOARD OF FINANCE

REQUEST OF THE BOARD OF FINANCE

The Streetscape Committee, a sub-committee of the Board of Selectmen, is once again requesting the release of funds in an amount of up to \$40,000 from the capital fund to complete a survey of the property, both public and private, covered in the scope of work for the proposed streetscape project. The work would be completed by Robert Hock Surveyors and is estimated to cost \$24,000 or less. The balance of the requested funds would be used for additional planning services as needed, to be performed by consulting engineers, Milone MacBroom.

This request is a modified version of the request made to the Board of Finance earlier this year. Previously, the BoF recommended that the committee use \$500,000 grant funds provided by the State of Connecticut. Surveying work is considered by the State granting agency to be "pre-planning" costs.

Unfortunately, the terms of the grant restrict the use of granted funds to "hard" construction costs and are not available for pre-planning. The remainder of the funds from the contribution from committee member, Stephen Wolf, are insufficient to fund this phase of the project.

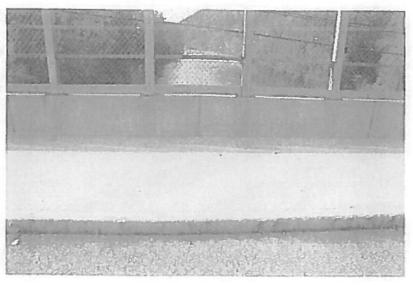
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THE IMPORTANCE OF THIS CAPITAL PROJECT and the state of t and the second of the second o

Current Conditions Bridge Street Asphalt, Concrete and Granite



Asphalt sidewalk, asphalt curbing showing wear



Concrete and granite installed in 1991 remain in excellent condition

Current Conditions Main Street Brick Pavers, Asphalt and Concrete Curbing



Deteriorated concrete curbing and uneven brick pavers



New ADA transitions in concrete installed by DOT and proposed for streetscape project

There Are Several Reasons Why the Streetscape Project Is Important

- The streetscape project supports the Planning and Zoning Commission's Plan of Conservation
 and Development Vision for Kent to "ensure a healthy and safe living environment and support
 he economic and cultural values of the village." The Planning and Zoning Commission has
 recently formally endorsed this project
- The project will make the streets safer and in conformance with ADA standards. The current deteriorated condition of our sidewalks, walks crossing U.S. Route 7 and uneven curbing make passage unsafe for everyone, particularly for seniors and those with disabilities.
- 3. The components of the town's infrastructure, such as our school, fire-fighting apparatus, the sewer system, public roads, all require routine maintenance. Maintenance and updating of our walkways and crosswaiks are long overdue. The below-standard appearance of our streetscape casts a shadow on our otherwise beautiful town.
- 4. The village center is the gateway to the town. It is here the first impression of Kent is created most often. The village center sets the tone and level of expectation for everyone who visits it. The current level of disrepair belies the wonderful quality of life that we enjoy here.
- 5. It's not just safety and the appearance of the village center that makes this priority important. There are economic issues at stake for everyone who lives here. Like it or not, we are no longer a town of farms and factories. The largest economic drivers of the town are education, the center of town and its non-chain store businesses, the natural assets of our three state parks, the Housatonic and general outdoor access, and an unfulfilled asset, an ability to broaden our economy without crowding.
- 6. The streetscape project will give us a unified, functioning town center with better connectivity, better access to our shops, services and restaurants and will improve the quality of life for our residents, their families and visitors on whom so much of our economic vitality depends. We further believe that this investment in improvements to the village center will increase the appeal and value of all real estate in Kent.
- 7. Maintaining and improving the streetscape is an investment in our economic future. A safe and attractive streetscape underpins the businesses that create vitality in town, attracts people to visit, to live and invest here. This demand fortifies our tax base and our housing prices. The project requires vision but it's a smart thing to do.

Town of Kent Streetscape Committee

Background of Committee After the Town's Plan of Conservation and Development (POCD) was adopted in 2012, the Board of Selectmen formalized the Streetscape Committee, which had been meeting informally. The POCD's "Vision for Kent" states that "The Kent Community will sustain and enhance its New England town character; encourage a diversity of people, housing and employment opportunities; ensure a healthy and safe living environment; and support the economic and cultural values of the village center." The streetscape plan addresses many aspects of that vision. This project was recently endorsed by the Planning and Zoning Commission.

One of the POCD's recommendations for immediate action was "to initiate a study of traffic, existing road conditions and improvement options on Route 7 through the Village Center...and request DOT consideration of improvements." The Streetscape Committee has been pursuing this goal since the adoption of the POCD.

Why do we need sidewalk improvements? It is the consensus of the committee that the following are critical needs – to address safety issues, provide conformance with ADA requirements, enhance maintenance and winter clearing of snow and ice, address the needs of elders and persons with mobility issues, improve property values and the tax base, improve the local economy and the perception of our village.

How much will it cost each household in Kent if the project is bonded? One option to complete the entire project is through bonding after approval at a Town Meeting. Depending on the scope of work, we estimate the cost to taxpayers would be in the range of \$40.80 to \$73.45 per year for a home appraised at \$300,000.



Uneven asphalt sldewalk on Main Street

What are the current problems the project is designed to address? The following is a partial list: the lack of curbs in many places and broken curbs elsewhere; inadequate crosswalks; cars and trucks parking on sidewalks; cracked sidewalks, drainage issues and pooling of water, creating dangerous and icy winter conditions; and inconsistent surfaces and lighting deficiencies.

What do sidewalk improvements accomplish for Kent residents and how do they help the Kent economy? In the past twenty years Kent's village center has become the economic hub of the town, creating jobs and generating property and sales tax revenue which benefits all residents. Locally owned restaurants, stores and service businesses occupy the town's historic buildings, providing a variety of services.

The variety of restaurants and retail businesses serve Kent residents but have also helped Kent become a tourist destination. Activities benefitting local non-profits, such as the Kent Memorial Library's summer-long book sale, have also served as magnets for visitors to Kent. As with other elements of the town's infra-structure such as sewers, roads and schools, our sidewalks need periodic maintenance and upgrading. Attractive, safe and adequately lit sidewalks throughout the village center will enhance Kent's reputation as vibrant and welcoming.



What has the Streetscape Committee accomplished to date? The State of Connecticut's fiscal issues delayed the approval of a Main Street Investment grant of \$500,000, which was granted last year. Since receiving a \$10,000 Main Streets/Preservation of Place initial planning grant in 2013, the committee has worked with the Milone MacBroom firm to create plan options, met with a variety of CT DOT engineers and maintenance supervisors regarding plans and problem Issues, met with first selectmen in nearby towns concerning their projects, conducted three town meetings and incorporated changes to the proposed plan recommended by a majority of townspeople, met with Northwest Council of Government planners and participated in a "road safety audit' as part of a state-wide Community Connectivity project.

What can we expect during the construction project? The recent DOT upgrade of sidewalk crossings to meet ADA standards was well-managed and of short duration. Our goal is to work with contractors to do the work in well-organized, short phases so there is minimal disruption and maximum safety.

Why is it important to do the entire project now? The \$500,000 grant must be used, the grant expires in December of 2019. Costs increase with each year of delay and disruption to businesses and residents is minimized by doing it all at once.

DEBT SERVICE RETIRING BY FISCAL YEAR and EFFECT ON MIL RATE AND PROPERTY TAXES

ANNUAL DEBT SERVICE RETIRING BY FISCAL YEAR

Firehouse Construction

\$131,406

FY 2019

Kent Center School Renovation \$476,513

FY 2021

Total \$607,919



Proposed Streetscape Debt Service \$162,764 (\$3.5 MM / 3.5% int. / 40 yrs.)

Effect on Mil Rate and Property Taxes

Current Mil Rate

18.33

Current Budget Mil

598,123

	Bonded Debt for Sidewalk Project						
	2.5 million	3 million	3.5 million	4 million	4.5 million		
Annual Debt Service 3.5% over 40 year term	116,217	139,460	162,704	185,947	209,191		
Mil Rate Increase	0.1943	0.2332	0.2720	0.3109	0.3497		
Impact on Current MII Rate	18.52	18.56	18.60	18.64	18.68		

What does this mean to an individual taxpayer?

Home Appraisal

Home Assessment (70%)

300,000 210,000

Annual RE tax	3,849.30	3,890.10	3,898.26	3,906.42	3,914.58	3,922.75
Annual Impact on RE tax		40.80	48.96	57.12	65.28	73.45

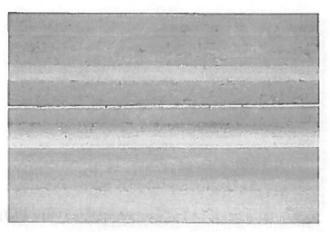
. SUMMARY ESTIMATE OF COSTS

SUMMARY ESTIMATE OF COSTS - SUMMER 2018

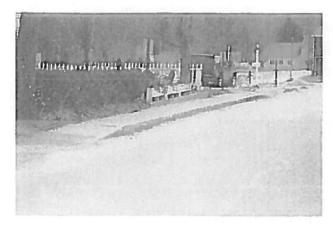
Concrete Sidewalks and Granite Curbing - Recommended

Route 7 & Route 341

\$3,826,000



Concrete sidewalks require less maintenance and are more stable than asphalt



Long lasting concrete and granite are the most commonly used materials in the Northwest Corner

SUMMARY ESTIMATE OF COSTS - SUMMER 2018

Asphalt Sidewalks and Concrete Curbing

Route 7 & Route 341

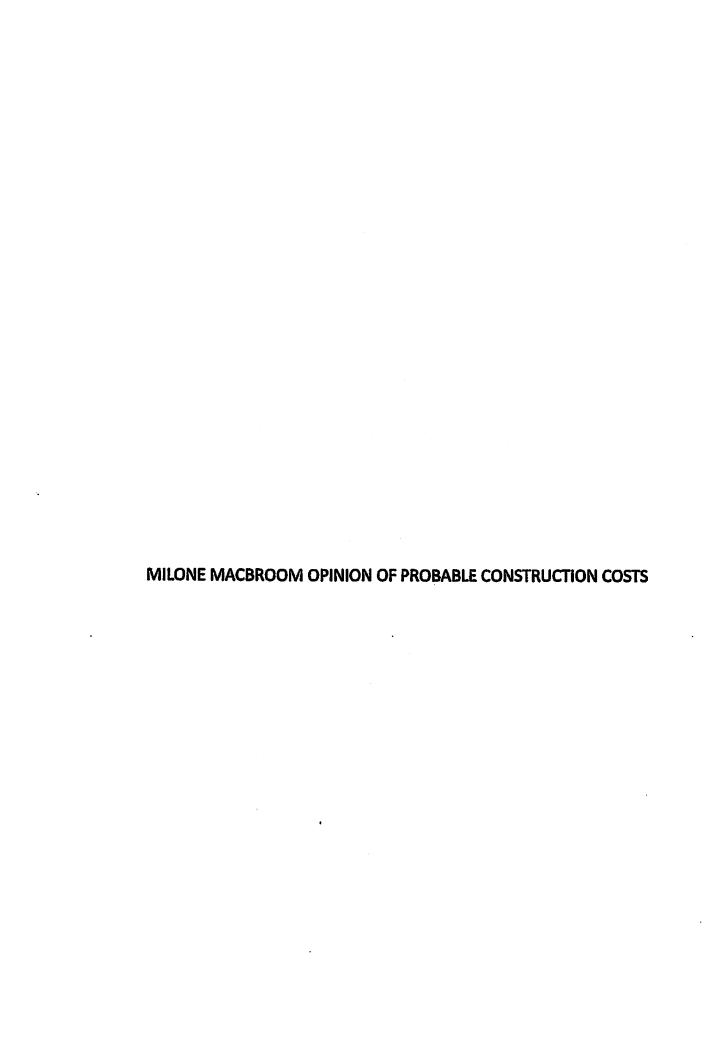
\$2,401,000



With snow plows, concrete curbs do not age well. Longevity and function are a concern-



Asphalt sidewalks tend to crack, loose shape and are not easy to repair without scarring.



KENT STREETSCAPE IMPROVEMENTS ROUTE 7 AND ROUTE 341 ROUGH ORDER OF MAGNITUDE OPINION OF PROBABLE CONSTRUCTION COSTS MMH 5011-03 JULY 19, 2018

Rt. 7 & Rt. 941 Streetscape Material Option Cost Summary

Granite Curb & Concrete Sidewalk	New York
Granite Curb & Bituminous Concrete Sidewalk	finanting of the
Concrete Curb & Concrete Sidewalk	8 (\$2 5)22 (\$15) (\$1 (\$1) (\$1) (\$1)
Concrete Curb & Bituminous Concrete Sidewalk	A MERC DE ANT
Bituminous Concrete Curb & Concrete Sidewalk '	
Bituminous Concrete Curb & Bituminous Concrete Sidewalk	

Note 1: Material options may contain more than one curb type. Refer to more detailed rough order of magnitude cost estimates.

Note 2: R.O.W. activities, utility relocations, construction inspection, materials testing costs and DOT soft costs are not included in the totals above.

All quantities are assumed, and are based upon a conceptual plan.

KENT STREETSCAPE IMPROVEMENTS ROUTE 7 AND ROUTE 341

ROUGH ORDER OF MAGNITUDE OPINION OF PROBABLE CONSTRUCTION COSTS

MMI# 5011-03 MAY, 2018 REV. JULY 19, 2018

THE RESERVE AND ADDRESS OF THE PERSON NAMED IN COLUMN 1	rb & Concrete Sidewalk					
AUSIA III	Mark Calendary Control of the Contro	THE REAL PROPERTY.	K. T. T. E.	e Warning V	d broth	
	Bituminous Concrete Driveway Repair	SY	\$35.00	375	\$	13,125.00
and the second	Bituminous Concrete Roadway Repair	SY	\$95.00	425	\$	40,375.00
	Granite Curbing	LF	\$50.00	1900	\$	95,000.00
	Concrete Sidewalk	SF	\$15.00	10,000	\$	150,000.00
The state of	Landscaping/Restoration	LS	\$10,000.00	1	\$	10,000.0
A water	Ornamental Lighting	EA	\$10,000.00	2	\$	20,000.0
HERRIE	Mobilization	LS	4%	1	\$	20,000.00
	Removals	LS	25%	1	\$	104,000.00
	Minor Items/Incidentals	LS	15%	1	\$	67,900.0
	SUBTOTAL				\$	520,400.0

A TANK	SECTION 2: ROUTE 7 - ROUTE 341	TO RAIL	ROAD CROSSING	(+/- 1000)	f. x.2)	
Granite Cu	rb & Concrete Sidewalk					
KONTANA)	KORA (PONTA) (LA LA L	1201.10c	10 113		g ([@[e]]-	Sandalline.
	Bituminous Concrete Driveway	ı		Contraction of the Contraction o	T-	
	Repair	SY	\$35.00	540	\$	18,900.00
	Bituminous Concrete Roadway Repair	SY	\$95.00	450	\$	42,750.00
DETT TO SE	Granite Curbing	LF	\$50.00	2300	\$	115,000.00
	Concrete Sidewalk	SF	\$15.00	17,650	\$	264,750.00
	Landscaping/Restoration	LS	\$15,000.00	1	1\$	15,000.00
	Ornamental Lighting	EA	\$10,000.00	15	1\$	150,000.00
1	Mobilization	LS	4%	1	\$	37,000.00
	Removals	LS	25%	1	\$	192,000.00
	Minor items/incidentals	LS	15%	1	\$	125,400.00
	SUBTOTAL		1		\$	960,800.00

KENT STREETSCAPE IMPROVEMENTS ROUTE 7 AND ROUTE 341 ROUGH ORDER OF MAGNITUDE OPINION OF PROBABLE CONSTRUCTION COSTS MM# 5011-03 MAY, 2018

	TION 3: ROUTE 7 - RAILROAD CROSSIN & Concrete Sidewalk	10 10 00	NGREGATIONAL	CHURCH (2	L25U + 3	00 1.1.)
CONTRACTOR AND ADDRESS OF THE PARTY OF THE P	at Concrete Sidewalk	A STAINING	eles d'adia all	entre and	de Marie de	A PARTICION DE
		Par de la constante de la cons	and the second		4000	Table taken dayler
10,102,1	Bituminous Concrete Driveway Repair	SY	\$35.00	390	\$	13,650.00
Kudes, s.	Bituminous Concrete Roadway Repair	SY	\$95.00	185	\$	17,575.00
io Citate	Granite Curbing	LF	\$50.00	1425	1\$	71,250.00
THE ZT	Concrete Sidewalk	SF	\$15.00	8,530	\$	127,950.0
	Landscaping/Restoration	LS	\$10,000.00	1	\$	10,000.0
	Ornamental Lighting	EA	\$10,000.00	7	\$	70,000.0
MICHERI	Mobilization	LS	4%	1	\$	19,000.0
in That is	Removals	LS	25%	1	\$	98,000.0
in C. Eta	Minor items/Incidentals	LS	15%	1	\$	62,100.0
5.08274	SUBTOTAL				\$	489,525.00

G CTT I	SECTION 4; ROUTE 341 - F	RE DEPT	TO ROUTE 7 (1,0	000 [.f. x2]	1.1.	
Granite Curb & C	Concrete Sidewalk					
Magyaness society.	MONEY CONTRACTOR OF PROPERTY	#ULL	Na Columbia	e terzierene	a Willow	
	Bituminous Concrete Driveway			My Jodge		
	Repair	5Y	\$35.00	325	\$	11,375.00
	Bituminous Concrete Roadway		1000	100		
25 25 18	Repair	5Y	\$95.00	450	\$	42,750.60
	Granite Curbing	LF	\$50.00	1450	\$	72,500.00
	Concrete Sidewalk	SF	\$15.00	7250	\$	108,750.00
	Landscaping/Restoration	LS	\$10,000.00	1	\$	10,000.00
Sangara Jahres	Mobilization	LS	4%	1	\$	15,000.00
A STATE OF THE STATE OF	Removals	LS	25%	1	\$	77,000.00
Manager 1	Minor items/incidentals	LS	15%	_ 1	\$	50,700.00
	SUBTOTAL		man part of the		S	388,075.00

KENT STREETSCAPE IMPROVEMENTS ROUTE 7 AND ROUTE 341

ROUGH ORDER OF MAGNITUDE OPINION OF PROBABLE CONSTRUCTION COSTS MMI# 5011-03

MAY, 2018

SECTION 5; ROUTE 341 - ROUTE 7 TO HOUSATONIC RIVER BRIDGE (1,200 +750 l.f.)							
Granite Curb & Concrete Sidewalk							
ITEM/ DESCRIPTION	UNIT	TANOMA	QUANTITY	ĐƠL	AR AMOUNT		
Bituminous Concrete Driveway		_		1			
Repair	SY	\$35.00	100	\$	3,500.00		
Bituminous Concrete Roadway							
Repair	SY	\$95.00	450	\$	42,750.00		
Granite Curbing	LF.	\$50.00	600	\$	30,000.00		
Granite Curbing - Mountable	LF	\$60.00	1225	\$	73,500.00		
Concrete Sidewalk	SF	\$15.00	9,360	\$	140,400.00		
Landscaping/Restoration	LS	\$10,000.00	1	\$	10,000.00		
Mobilization	LS	4%	1	\$	18,000.00		
Removals	LS	25%	1	\$	95,000.00		
Minor Items/Incidentals	LS	15%	1	\$	61,500.00		
				 			
SUBTOTAL				Ś	474,650,00		

CONSTRUCTION FOTAL.		
ROUTE 7 SUBTOTAL	\$	1,970,725.00
20% CONTINGENCY	\$	394,100.00
15% Survey and Engineering Services	\$	295,600.00
ROUTE 7 ONLY (ROUNDED)	\$	2,660,500.00
ROUTE 341 SUBTOTAL	\$	862,725.00
20% CONTINGENCY	\$	172,500.00
15% Survey and Engineering Services	\$	129,400.00
ROUTE 341 ONLY (ROUNDED)	Š	1,165,000.00

PROJEGI IDIAL			44.412.214.4
BULLETTYTAL		The state of the s	
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The second secon	7 _ ** 1 . * 4 *** 47.4 *** *** *** ** * * * * * * * * * * *		

ROUTE 7 AND 341	\$ 3,825,500.00

Note: R.O.W. activities, utility relocations, construction inspection, materials testing costs and DOT soft costs are not included in the totals noted above.

The above quantities are assumed, and are based upon a conceptual plan.

KENT STREETSCAPE IMPROVEMENTS ROUTE 7 AND ROUTE 341

ROUGH ORDER OF MAGNITUDE OPINION OF PROBABLE CONSTRUCTION COSTS

MMH# 5011-03 MAY, 2018 REV. JULY 19, 2018

De Harte M	A CHEST OF THE PROPERTY OF THE PROPERTY OF THE PARTY OF T	I West I COME	- Commission	PARTITION OF THE	T. (7) (7) (1)	district of the control of the same is
Serior Marie		(I)= Marian	al Constantiate Ball	vering a partition of	Chillian	Section 2
	Bituminous Concrete Driveway Repair	SY	\$35.00	375	\$	13,125.0
	Bituminous Concrete Roadway Repair	SY	\$95.00	425	\$	40,375.0
	Granite Curbing	LF	\$50.00	1900	\$	95,000.0
	Bituminous Concrete Sidewalk	SF	\$5.00	10,000	\$	50,000.0
	Landscaping/Restoration	LS	\$10,000.00	1	\$	10,000.0
0.850.0	Ornamental Lighting	EA	\$10,000.00	2	15	20,000.0
	Mobilization	LS	4%	1 1	\$	14,000.0
	Removals	LS	25%	1	15	73,000.0
	Minor items/incidentals	LS	15%	1	\$	47,400.0
	SUBTOTAL	13011			5	362,900.0

	SECTION 2: ROUTE 7 - ROUTE 341	TO RAIL	ROAD CROSSING	(+/- 10001	f. x.2)	
Granite Cu	rb & Concrete Sidewalk					
	the state of the s	R. Wolfe		AL SEGUE	10500	and the same
asket	Bituminous Concrete Driveway Repair	SY	\$35.00	540	\$	18,900.00
	Bituminous Concrete Roadway Repair	SY	\$95.00	450	\$	42,750.00
18, 050 07	Granite Curbing	LF	\$50.00	2300	\$	115,000.00
100000000000000000000000000000000000000	Bituminous Concrete Sidewalk	SF	\$5.00	17,650	1\$	88,250.00
Thom:	Landscaping/Restoration	LS	\$15,000.00	1	1\$	15,000.00
10000	Ornamental Lighting	EA	\$10,000.00	15	\$	150,000.00
	Mobilization	LS	4%	1	1\$	26,000.00
failer it	Removals	LS	25%	1	15	136,000.00
	Minor Items/Incidentals	LS	15%	1	\$	88,800.00
	SUBTOTAL				\$	680,700.00

KENT STREETSCAPE IMPROVEMENTS ROUTE 7 AND ROUTE 341 ROUGH ORDER OF MAGNITUDE OPINION OF PROBABLE CONSTRUCTION COSTS MMI# 5011-03 MAY, 2018

	Concrete Sidewalk					
(100 mg) (100 mg)	and the second second	图图则顾	18.00 10.00 5.0	elvaenn.		de Marcy Barrell
	Bituminous Concrete Driveway Repair	SY	\$35.00	390	\$	13,650.00
	Bituminous Concrete Roadway Repair	5Y	\$95.00	185	\$	17,575.00
	Granite Curbing	LF	\$50.00	1425	\$	71,250.0
	Bituminous Concrete Sidewalk	SF	\$5.00	8,530	\$	42,650.0
	Landscaping/Restoration	LS	\$10,000.00	1	\$	10,000.0
194	Ornamental Lighting	EA	\$10,000.00	7	\$	70,000.0
	Mobilization	LS	4%	1	\$	13,500.0
	Removals	LS	25%	1	\$	70,000.0
	Minor Items/Incidentals	LS	15%	1	\$	44,300.0
	SUBTOTAL		7 7 7 12	Nav Factor	Ś	352,925.0

PAG AVIOLIT	HUMAN MEDICAL PROPERTY ME	A SHALL HE	Suggestion of the suggestion o	els/asumur/	a plateiti	elia galolola i
					- Always	
	Bituminous Concrete Driveway Repair	SY	\$35.00	325	\$	11,375.00
	Bituminous Concrete Roadway Repair	SY	\$95.00	450	\$	42,750.00
	Granite Curbing	LF	\$50.00	1450	\$	72,500.00
BURT TO	Bituminous Concrete Sidewalk	SF	\$5.00	7250	1\$	36,250.0
WANTED.	Landscaping/Restoration	LS	\$10,000.00	1	5	10,000.0
A 10 F 64	Mobilization	1.5	4%	1	\$	11,000.0
man sales	Removals	LS	25%	1	\$	55,000.0
April 187	Minor items/incidentals	LS	15%	1	\$	35,900.0
ANTERIOR AND THE	SUBTOTAL			A.W.	\$	274,775.0

KENT STREETSCAPE IMPROVEMENTS ROUTE 7 AND ROUTE 341

ROUGH ORDER OF MAGNITUDE OPINION OF PROBABLE CONSTRUCTION COSTS MMI# 5011-03

MAY, 2018

SECTION 5: ROUTE 341 - ROUTE 7 TO	HOUSAT	ONIC RIVER BR	IDGE (1,200	+750 1.1	i.)
Granite Curb & Concrete Sidewalk					
: ITEM/ DESCRIPTION	UNIT	AMOUNT	QUANTITY	DÖL	ARAMOUNT
Bituminous Concrete Driveway	1				
Repair	SY	\$35.00	100	\$	3,500.0
Bituminous Concrete Roadway					
Repair	SY	\$95.00	450	\$	42,750.0
Granite Curbing	LF	\$50.00	600	\$	30,000.0
Granite Curbing - Mountable	LF	\$60.00	1225	\$	73,500.0
Bituminous Concrete Sidewalk	SF	\$5.00	9,360	\$	46,800.0
Landscaping/Restoration	LS	\$10,000.00	1	\$	10,000.0
Mobilization	LS	4%	1	\$	13,500.0
Removals	LS	25%	1	\$	90,000.00
Minor items/incidentals	LS	15%	1	\$	46,600.0
				† <u>`</u>	
SUBTOTAL				5	356,650.00

CONSTRUCTION TOTAL	ا الله الله الله الله الله الله الله ال	
ROUTE 7 SUBTOTAL	\$	1,396,525,00
20% CONTINGENCY	\$	279,300.00
15% Survey and Engineering Services	\$	209,500.00
ROUTE 7 ONLY (ROUNDED)	\$	1,885,400.00
ROUTE 341 SUBTOTAL	\$	631,425.00
20% CONTINGENCY	\$	126,300.00
15% Survey and Engineering Services	\$	94,700.00
ROUTE 341 ONLY (ROUNDED)	\$	853,000.00

EROKGI TOTAL	" " a minimum or a few to a many a many to a minimum through
IERUSUI UDIAL	e prairing and the control of the co
the state of the s	

ROUTE 7 AND 341		\$ 2,738,400,00
		2,/30,400.00
		ı

Note: R.O.W. activities, utility relocations, construction inspection, materials testing costs and DOT soft costs are not included in the totals noted above.

The above quantities are assumed, and are based upon a conceptual plan.

KENT STREETSCAPE IMPROVEMENTS ROUTE 7 AND ROUTE 341 ROUGH ORDER OF MAGNITUDE OPINION OF PROBABLE CONSTRUCTION COSTS MMI# 5011-03 MAY, 2018 REV. JULY 19, 2018

Concrete Curb &	Concrete Sidewalk					
er selvere		(50)	(唯立)((1)	geller kander i	Herom	
	Bituminous Concrete Driveway Repair	SY	\$35.00	375	\$	13,125.00
Control of the Contro	Bituminous Concrete Roadway Repair	SY	\$95.00	425	\$	40,375.00
	Concrete Curbing	LF	\$32.00	1900	\$	60,800.00
en peque suit	Concrete Sidewalk	SF.	\$15.00	10,000	\$	150,000.00
	Landscaping/Restoration	LS	\$10,000.00	1	\$	10,000.00
4.14.00 mg	Ornamental Lighting	EA	\$10,000.00	2	\$	20,000.00
	Mobilization	LS	4%	1	\$	18,000.00
	Removals	LS	25%	1	\$	93,000.00
	Minor Items/Incidentals	LS	15%	1	\$	61,000.00
	SUBTOTAL				Ŝ	466,300.00

SECTION 2: ROUTE 7 - ROUTE 342	TO RAIL	ROAD CROSSING	(+/- 1000 I	f. x 2)	
Concrete Curb & Concrete Sidewalk					
	ETT			e linjoid	A William De HA
Bituminous Concrete Driveway Repair	SY	\$35.00	540	\$	18,900.00
Bituminous Concrete Roadway Repair	SY	\$95.00	450	\$	42,750.00
Concrete Curbing	LF	\$32.00	2300	\$	73,600.00
Concrete Sidewalk	SF	\$15.00	17,650	\$	264,750.00
Landscaping/Restoration	LS	\$15,000.00	1	1\$	15,000.00
Ornamental Lighting	EA	\$10,000.00	15	\$	150,000.00
Mobilization	LS	496	1	\$	34,000.00
Removals	LS	25%	1	\$	179,000.00
Minor Items/Incidentals	LS	15%	1	\$	117,000.00
SUBTOTAL	\$1.843 J.S.		191	\$	895,000.00

KENT STREETSCAPE IMPROVEMENTS ROUTE 7 AND ROUTE 341 ROUGH ORDER OF MAGNITUDE OPINION OF PROBABLE CONSTRUCTION COSTS MM# 5011-03

MAY, 2018

Level Supplemental	Concrete Sidewalk	Description of the last	THE PERSON NAMED IN	STREET, STREET, STREET,		
SECTION STATE	1.5 2 maket, substitution of the	H D Send H	alt a section party l	語描意識而意	到加西南	REMARKS STATES
	Bituminous Concrete Driveway Repair	SY	\$35.00	390	\$	13,650.00
LÁCHEN EI	Bituminous Concrete Roadway Repair	SY	\$95.00	185	\$	17,575.00
LO DE DE LE	Concrete Curbing	LF	\$32.00	1425	\$	45,600.00
arthur et	Concrete Sidewalk	SF	\$15.00	8,530	\$	127,950.00
	Landscaping/Restoration	LS	\$10,000.00	1	\$	10,000.00
office of	Ornamental Lighting	EA	\$10,000.00	7	\$	70,000.0
nt velocit	Mobilization	LS	4%	1	\$	17,000.G
REDDELTA E	Removals	LS	25%	1	\$	90,000.00
Katasi - E	Minor Items/Incidentals	LS	15%	1	\$	57,000.0
of estable 19	SUBTOTAL			- G/9	\$	448,775.00

	SECTION 4; ROUTE 341 - F	RE DEPT	TO ROUTE 7 (1,	000 l.f. x2)	-	
Concrete Curt	& Concrete Sidewalk			Militaria de la compansión de la compans		
ra wasan	PERMITTED AND HER HOME TO	E UNIO	Televille	0020000	e Cron	All Rollings
	Bituminous Concrete Driveway Repair	SY	£25.00	225		44 500 44
	Bituminous Concrete Roadway Repair	SY	\$35.00	325 450	\$	11,375.00 42,750.00
Contract up for	Concrete Curbing	LF	\$32.00	1450	5	46,400.00
AND ASSESSED.	Concrete Sidewalk	SF	\$15.00	7250	S	108,750.00
	Landscaping/Restoration	LS	\$10,000.00	1	5	10,000.00
PROPERTY OF THE	Mobilization	LS	4%	1	\$	13,000.00
	Removals	LS	25%	1	\$	70,000.00
20 20 B	Minor items/incidentals	LS	15%	1	\$	45,000.00
	SUBTOTAL	-			\$	347,275.00

KENT STREETSCAPE IMPROVEMENTS ROUTE 7 AND ROUTE 341

ROUGH ORDER OF MAGNITUDE OPINION OF PROBABLE CONSTRUCTION COSTS MMI# 5011-03

MAY, 2018

	SECTION 5: ROUTE 341 - ROUTE 7 TO	O HOUSAT	ONIC RIVER BE	IDGE (1.200	+750 L	1.)
Concrete Curb	& Concrete Sidewalk					
	TEM/DESCRIPTION	UNIT	AMOUNT	QUANTITY	. I:bôñ	AR AMOUNT
	Bituminous Concrete Driveway Repair	SY	\$35.00	100	 \$	3,500.00
	Bituminous Concrete Roadway Repair	SY	\$95.00	450	\$	42,750.00
	Concrete Curbing	LF	\$32.00	600	\$	19,200.00
	Concrete Curbing - Mountable	LF	\$42.00	1225	\$	51,450.00
	Concrete Sidewalk	SF	\$15.00	9,360	\$	140,400.00
	Landscaping/Restoration	LS	\$10,000.00	1	\$	10,000.00
	Mobilization	LS	4%	1	\$	16,000.00
	Removals	LS	25%	1	Ś	84,000.00
	Minor items/incidentals	LS	15%	1	\$	55,000.00
	SUBTOTAL				\$	422,300.00

GONSTRUCTION TOTAL	The second secon	
ROUTE 7 SUBTOTAL	\$	1,810,075.00
20% CONTINGENCY	\$	362,000.00
15% Survey and Engineering Services	\$	271,500.00
ROUTE 7 ONLY (ROUNDED)	\$	2,443,600.00
ROUTE 341 SUBTOTAL	\$	769,575.00
20% CONTINGENCY	\$	153,900.00
15% Survey and Engineering Services	\$	115,400.00
ROUTE 341 ONLY (ROUNDED)	\$	1,039,000.00

ROUTE 7 AND 341	\$ 3,482,600.00

Note: R.O.W. activities, utility relocations, construction inspection, materials testing costs and DOT soft costs are not included in the totals noted above.

The above quantities are assumed, and are based upon a conceptual plan.

KENT STREETSCAPE IMPROVEMENTS ROUTE 7 AND ROUTE 341 KENT STREETSCAPE IMPROVEMENTS ROUTE 7 AND ROUTE 341

ROUGH ORDER OF MAGNITUDE OPINION OF PROBABLE CONSTRUCTION COSTS

MM## 5011-03

MAY, 2018

of the officer			[東京][[明]]		i Piggilli	10.0510040037
	Bituminous Concrete Driveway Repair	5Y	\$35.00	375	\$	13,125.00
Me to	Bituminous Concrete Roadway Repair	SY	\$95.00	425	s	40,375.00
	Concrete Curbing	LF	\$32.00	1900	\$	60,800.0
	Bituminous Concrete Sidewalk	SF	\$5.00	10,000	\$	50,000.0
	Landscaping/Restoration	LS	\$10,000.00	1	\$	10,000.0
	Ornamental Lighting	EA	\$10,000.00	2	15	20,000.0
	Mobilization	LS	4%	1	İŝ	12,000.0
	Removals	LS	25%	1	\$	61,000.0
100	Minor Items/incidentals	LS	15%	1	\$	40,100.0
	SUBTOTAL				15	307,400.0

SECTION 2: ROUTE 7 - ROU	TE 341 TO RAIL	ROAD CROSSING	(+/- 1000	f. x 2)	
Concrete Curb & Bituminous Concrete Sidew	alk			Name and Address of the Owner, where the Owner, which is the Owner, where the Owner, which is the	
THE TAXABLE DESCRIPTION OF CHEMICAL			Coles Albert	al Lague	A Machine 14.
Bituminous Concrete Drivew Repair	vay Sy	\$35.00	540	\$	18,900.00
Bituminous Concrete Roadw Repair	ray SY	\$95.00	450	s	42,750.00
Concrete Curbing	LF	\$32.00	2300	\$	73,600.00
Bituminous Concrete Sidewa	ilk SF	\$5.00	17,650	\$	88,250.00
Landscaping/Restoration	LS	\$15,000.00	1	5	15,000.00
Ornamental Lighting	EA	\$10,000.00	15	\$	150,000.00
Mobilization	LS	4%	1	\$	24,000.00
Removals	LS	25%	1	\$	122,000.00
Minor Items/Incidentals	LS	15%	1	\$	80,200.00
SUBTOTAL				\$	614,700.00

KENT STREETSCAPE IMPROVEMENTS ROUTE 7 AND ROUTE 341 KENT STREETSCAPE IMPROVEMENTS ROUTE 7 AND ROUTE 341

ROUGH ORDER OF MAGNITUDE OPINION OF PROBABLE CONSTRUCTION COSTS

SI	ECTION B: ROUTE 7 - RAILROAD CROSSIN	G TO CO	NGREGATIONAL	CHURCH (250+3	00 l.f.)
	rb & Bituminous Concrete Sidewalk				Telephological and the Control of th	
HULLAND CHE	100 Charles W. Dec. By Dec. 100	T dida	He describe into	ethaganijio.	A DOUB	and the second
	Bituminous Concrete Driveway Repair	SY	\$35.00	390		12 650 0
aler i	Bituminous Concrete Roadway Repair	SY	\$95.00	185	\$	13,650.0
	Concrete Curbing	LF	\$32.00	1425	\$	45,600.0
Mark 15	Bituminous Concrete Sidewalk	SF	\$5.00	8,530	\$	42,650.0
	Landscaping/Restoration	LS	\$10,000.00	1	5	10,000.0
	Ornamental Lighting	EA	\$10,000.00	7	\$	70,000.0
	Mobilization	LS	4%	1	\$	12,000.0
SULCET	Removals	LS	25%	1	\$	62,000.0
	Minor items/incidentals	LS	15%	1	\$	39,000.0
	SUBTOTAL.				\$	312,475.0

SECTION 4: ROUTE 341 -	FIRE DEPT	TO ROUTE 7 (1,	000 l.f. x2)		St. 19 1
Concrete Curb & Bituminous Concrete Sidewalk					
pama rasisasjaa (kastans 1116.04) (1116.1114) (1116.114)	S. WILLIAM	al Walland I and a second in			enemonines.
Bituminous Concrete Driveway Repair	SY	\$35.00	325	s	11,375.00
Bituminous Concrete Roadway Repair	SY	\$95.00	450	\$	42,750.00
Concrete Curbing	LF	\$32.00	1450	\$	46,400.00
Bituminous Concrete Sidewalk	SF	\$5.00	7250	15	36,250.00
Landscaping/Restoration	LS	\$10,000.00	1	1\$	10,000.00
Mobilization	LS	4%	1	\$	9,000.00
Removals	LS	25%	1	15	47,000.00
Minor items/incidentals	LS	15%	1	\$	30,500.00
SUBTOTAL				\$	233,275.00

KENT STREETSCAPE IMPROVEMENTS ROUTE 7 AND ROUTE 341 KENT STREETSCAPE IMPROVEMENTS ROUTE 7 AND ROUTE 341

ROUGH ORDER OF MAGNITUDE OPINION OF PROBABLE CONSTRUCTION COSTS

SECTION 5: ROUTE 341 - ROUTE 7 To	D HOUSAT	ONIC RIVER BR	IDGE (1,200 ·	+750 L1	i.)
Concrete Curb & Bituminous Concrete Sidewalk					<u> </u>
ITEM/ DESCRIPTION	UNIT	AMOUNT	QUANTITY	DQU	ARAMOUNT
Bituminous Concrete Driveway Repair	SY	\$35.00	100	\$	3,500.0
Bituminous Concrete Roadway Repair	SY	\$95.00	450	\$	42,750.0
Concrete Curbing	LF	\$32.00	600	\$	19,200.0
Concrete Curbing - Mountable	LF	\$60.00	1225	\$	73,500.0
Bituminous Concrete Sidewalk	SF	\$5.00	9,360	\$	46,800.0
Landscaping/Restoration	LS	\$10,000.00	1	\$	10,000.0
Mobilization	LS	4%	1	\$	12,000.0
Removals	LS	25%	1	\$	62,000.0
Minor Items/Incidentals	LS	15%	1	\$	40,500.0
SUBTOTAL	 	 		\$	310,250.0

CONSTRUCTION TOTAL		and agree of the parties of the
ROUTE 7 SUBTOTAL	\$	1,234,575.00
20% CONTINGENCY	\$	246,900.00
15% Survey and Engineering Services	\$	185,200.00
ROUTE 7 ONLY (ROUNDED)	\$	1,666,700.00
ROUTE 341 SUBTOTAL		543,525.Q0
20% CONTINGENCY	\$.	108,700.00
15% Survey and Engineering Services	\$	81,500.00
ROUTE 341 ONLY (ROUNDED)	\$	734,000.00

encile a notal	ers o Carron and Carron and
ROUTE 7 AND 341	\$ 2,400,700.00

Note: R.O.W. activities, utility relocations, construction inspection, materials testing costs and DOT soft costs are not included in the totals noted above.

The above quantities are assumed, and are based upon a conceptual plan.

KENT STREETSCAPE IMPROVEMENTS ROUTE 7 AND ROUTE 341

ROUGH ORDER OF MAGNITUDE OPINION OF PROBABLE CONSTRUCTION COSTS MMI# 5011-03

MAY, 2018 REV. JULY 19, 2018

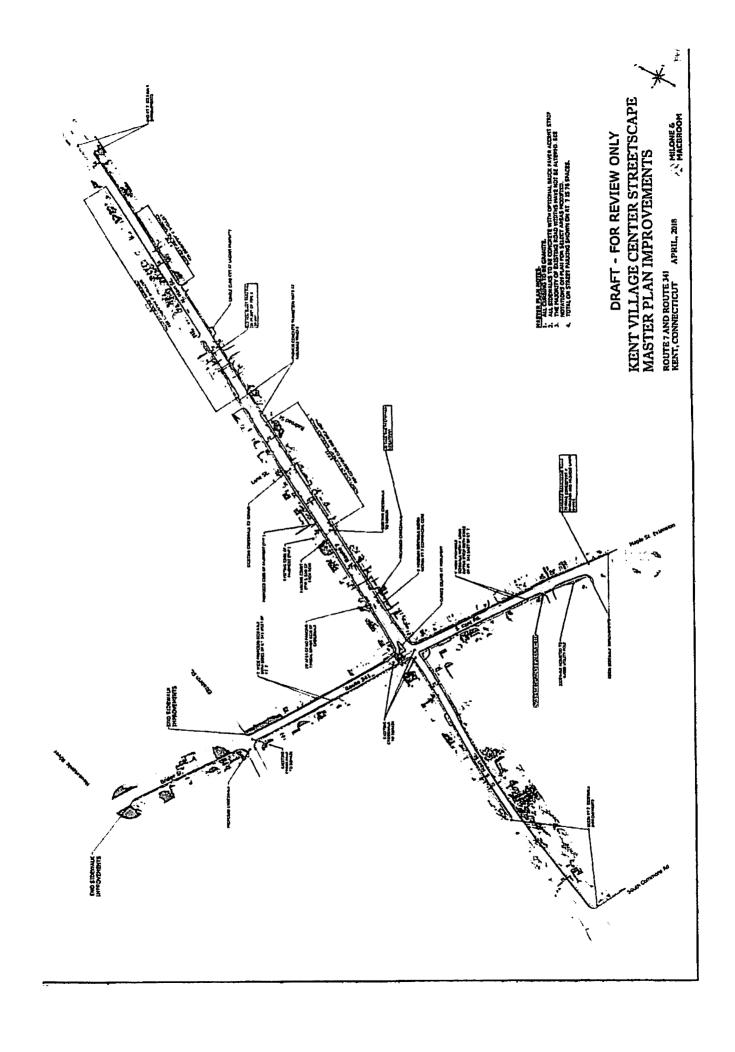
Carrie E	us Concrete Curb & Concrete Sidewalk	a (See Upolina	alter a denute a sale	an Lucient In the Co	diction of	Carlo Manual Survey
and and		ALC: NO.	91 02-00 No. 40/16		THE STATE OF	
	Bituminous Concrete Driveway Repair	SY	\$35.00	375	\$	13,125.00
	Bituminous Concrete Roadway Repair	SY	\$95.00	425	\$	40,375.00
L. Shipan N	Biturninous Concrete Curbing	LF	\$6.00	1300	\$	7,800.00
10.00	Concrete Sidewalk with Integral Curb	SF	\$17.00	3,000	\$	51,000.00
	Concrete Sidewalk	SF	\$15.00	7,000	\$	105,000.00
	Landscaping/Restoration	LS	\$10,000.00	1	\$	10,000.0
	Ornamental Lighting	EA	\$10,000.00	2	15	20,000.00
-	Mobilization	LS	4%	1	\$	15,000.00
	Removals	LS	25%	1	\$	78,000.00
100	Minor Items/Incidentals	LS	15%	1	\$	51,000.00
	SUBTOTAL				\$	391,300.00

Canadarana	SECTION 2: ROUTE 7 - ROUTE 341	TO RAILE	OAD CROSSING	(+/- 1000 J.	f. x 2)	
Bituminous Conc	rete Curb & Concrete Sidewalk			1000		
	en English and a state of		les piolential		100011	ALL SALED DATES
	Bituminous Concrete Driveway Repair	SY	\$35.00	540	\$	18,900.00
	Bituminous Concrete Roadway Repair	5Y	\$95.00	450	\$	42,750.00
ale may get size (VI)	Bituminous Concrete Curbing	LF	\$6.00	60	\$	360.00
	Concrete Sidewalk with Integral Curb	SF	\$17.00	17,650	\$	300,050.00
第二个人	Landscaping/Restoration	LS	\$15,000.00	1	15	15,000.00
	Ornamental Lighting	EA	\$10,000.00	15	\$	150,000.00
	Mobilization	LS	4%	111	\$	32,000.00
	Removals	LS	25%	1	\$	168,000.00
	Minor Items/Incidentals	LS	15%	1	\$	110,000.00
	SUBTOTAL				\$	837,060.00

KENT STREETSCAPE IMPROVEMENTS ROUTE 7 AND ROUTE 341 ROUGH ORDER OF MAGNITUDE OPINION OF PROBABLE CONSTRUCTION COSTS MMI# 5011-03 MAY, 2018

itumino	us Concrete Curb & Concrete Sidewalk		TO THE STATE OF		
SUM HE	Max lanes per la		W WORLD K	(addisonal)	reguerous pr
	Bituminous Concrete Driveway Repair	SY	\$35.00	390	\$ 13,650.00
	Bituminous Concrete Roadway Repair	SY	\$95.00	185	\$ 17,575.00
	Bituminous Concrete Curbing	LF	\$6.00	680	\$ 4,080.0
	Concrete Sidewalk with Integral Curb	SF	\$17.00	8,530	\$ 145,010.00
	Landscaping/Restoration	LS	\$10,000.00	1	\$ 10,000.0
	Ornamental Lighting	EA	\$10,000.00	7	\$ 70,000.0
	Mobilization	LS	4%	1	\$ 16,000.0
	Removals	LS	25%	1	\$ 82,000.0
	Minor items/incidentals	LS	15%	1	\$ 52,000.0
	SUBTOTAL				\$ 410,315.00

	SECTION 4: ROUTE 341 - FI	RE DEPT.	TO ROUTE 7 (1.0	00 (f. x2)		
Bituminous Concrete Curi	b & Concrete Sidewalk					
	ni Manistra deningersprant	HE WILLIAM	G Completion	Mexiconic)	a lante in	New Administra
			404004			
Bitumino Repair	ous Concrete Driveway	SY	\$35.00	325	\$	11,375.00
Bitumine Repair	ous Concrete Roadway	SY	\$95.00	450	\$	42,750.00
Bitumino	ous Concrete Curbing	LF	\$6.00	1450	\$	8,700.00
Concrete	e Sidewalk	SF	\$15.00	7250	\$	108,750.00
Landsca	ping/Restoration	LS	\$10,000.00	1	1\$	10,000.00
Mobiliza	tion	LS	4%	1	15	11,000.00
Removal	5	LS	25%	1	\$	58,000.00
Minor It	ems/Incidentals	LS	15%	1	\$	38,000.00
SUBTOT	AL.	-		W. 50	\$	288,575.00



Compensatory Time

In *lieu* of paying Full-Time Non-Exempt employees at an overtime rate, as described above, the Town and the employee may agree that the employee will receive compensatory time off for all or a portion of such "overtime" work the employee performs. The compensatory time off must be requested by the employee and is subject to approval by the employee's Department Head. Such compensatory time for non-public safety personnel is limited to a total of 240 compensatory hours before cash must be paid for overtime. Public safety personnel are limited to a total of 480 hours of compensatory time before they must be paid cash for overtime worked. Compensatory time off will be calculated in the same way as overtime pay. For example, for each additional hour worked beyond eight (8) hours in a day or forty (40) hours in a week, the employee will be eligible for one and one-half (1½) hours of compensatory time. Compensatory time must be used before vacation time and will expire one year from the date it is earned, if not used.

Part-Time employees are not entitled to compensatory time and must be paid for all hours worked each pay period.

Department Heads, professional, administrative and all other Exempt employees are required to work as many hours and as such times as necessary to satisfactorily perform their job duties and generally are not entitled to compensatory time. The fact that an employee may be routinely required to work on weekends or after normal work hours to perform their job responsibilities does not, in and of itself, warrant compensatory time. However, in exceptional circumstances (such as snow storms or general emergencies which cannot be reasonably anticipated to be part of the employee's normal job responsibilities and work schedule) an employee may be provided with one hour of compensatory time for every one hour worked in excess of forty hours in a single work week subject to the following criteria:

- 1. The Employee must be authorized in advance to work the extra time by the Department Head or First Selectman.
- 2. The amount of extra time worked must be significant in terms of amount and duration.
- The number of hours worked and the compensatory time taken must be recorded on the appropriate time sheet(s) approved by the Department Head and submitted to the payroll office.
- 4. Compensatory time earned must be used within a reasonable time frame (normally a month) but in no event to exceed one year from the date earned.
- 5. Unused compensatory time has no cash value.

KENT TOWN HALL MANAGEMENT REVIEW REPORT

Consistent with the proposed mission statement and scope of work outlined in the Town Hall Management Review, the following represents the consultant's responses to each of the areas listed.

- Review of Staffing Levels and Role of Assistant Positions 2-Comparative Analysis of Pay via review of COG & CCM data for averages with similar sized communities. – Also attached to this report are the Job Descriptions as requested.
- a. While I did not see any duplication of responsibilities either within departments or between departments, per se, concerns were voiced and acknowledged relative to pay differentials with staff doing the same functions. A case in point is the Assistant Assessor. The jobs of the two Assistant Assessors are interchangeable. The only difference is that one Assistant Assessor (a female) works 10 - 14 hours per week and the other Assistant (a male) works 7 hours a week and holds a full-time position elsewhere. In terms of pay, the male Assistant who has been with the Town for 11 years, earns an hourly rate of \$25.43, and the female Assistant who has been employed by the town for 7 plus years earns \$21.96. Even if you factor in a 2-3% increase each year for the more senior employee, the disparity between the levels is too wide. This is particularly true when you note that as the Tax Collector Assistant position (who happens to be the same individual) is paid \$25.50 per hour, even though Assistant Tax Collectors generally earn less than their Assistant Assessor counterparts. For these reasons, and consistent with comparable towns and pay equity principles, I am recommending that both Assistant Assessors be paid at the rate of \$25.50 per hour, and the Assistant Tax Collector retain her current rate of \$25.50 per hour when she is functioning an that capacity. An appropriate range for the "Assistant" positions would be \$21.93 to \$29.07 with the midpoint being \$25.50.
- b. In terms of assessing the function, staffing levels, and mission of the various departments with regard to the fundamental necessities of operating the town government in compliance with State laws and mandates, I did not note any material deficiencies or violations. As noted later in this report, however, I would urge the town to ensure that decisions made relative to positions and pay be based on federal and state mandates and principles of fairness and equity. The administration must be cognizant of the fact that any decisions made with regard to bargaining and non-bargaining unit positions will have a ripple effect (e.g., pension contributions, health benefits, morale, etc.). Therefore, it is important that no decisions relative to compensation or distribution of resources are done in a vacuum.

Another option available related to staffing and service level can also be addressed by the use of shared services with nearby Towns. There are plenty of examples of towns who share Assessors, Building Inspectors, Animal Control, etc.

When presented with a proposal, the Board would be well served to study such proposals for a reasonable amount of time before deciding. With regard to the "mission" of the various departments, and the feedback that I received during the interviews, I would urge the Town administration to establish and communicate the mission, vision, and values of the organization and to establish goals and objectives for each department that are consistent with such. This will require renewed leadership including one-on-one meetings on a regular basis with department heads, and at least monthly meetings with all department heads. It is imperative that the administration and department get on the same page in terms of moving the town in the proper direction. Leadership and enhanced communications and accountability were common themes during the interview process. Another option from other towns includes having regular written reports by Department Heads on a monthly basis or Department Head reports to the full Board of Selectman on a regular, quarterly or annual basis. In addition, a number of interviewees spoke about a lack of fairness and equity relative to compensation and performance evaluation as it related to across the board percentage increases.

Based on comparability data, which principally involved the most recent NWCOG salary comparisons and previous CCM study, most Town positions appear to be in line with the salary surveys and comparability data examined. Such positions include: First Selectman, Treasurer, Assessor, Tax Collector, Town Clerk, Assistant Town Clerk, Parks and Recreation Director, Registrar of Voters, Transfer Station Manager (recommend title of Coordinator) and Transfer Station Assistant (recommend title of Attendant).

There are exceptions, however, such as the Administrative Assistant. Based on the comparability data and level of complexity of the duties and responsibilities performed, this position should be compensated at a higher level. It is recommended that the incumbent's current salary be increased from \$40,628 to, at least, \$42,494.40 or \$27.24/hour which represents the average hourly rate of the towns used as a basis of comparison (e.g., Barkhamsted, Morris, Roxbury, Sharon, etc.). Based on a 30 hour per week schedule I am recommending that the salary range for this position be \$36,548.54 or \$23.43/hour to \$48,448.06 or \$31.06/hour effective upon approval. I am also recommending that the job class be retitled to Office Manager to the First Selectman to more accurately reflect the level and duties of this position.

Another area of some consternation is the Highway Foreman position. While I believe that the Foreman's salary is in line with other comparable towns, it is concerning that he continues to track "overtime" even though he is a salaried exempt employee. According

to his records he is averaging in excess of 500 hours of "overtime" a year and allegedly when his position became salaried in 2011 he was averaging 300 hours of overtime per year.

From a human resources perspective this is problematic in the sense that he continues to view himself as an hourly employee, whereas salaried exempt employees are expected to work the number of hours required to perform the job. If the Town is unable to increase the Foreman's salary due to budgetary considerations, the Town does have the option of instituting a Compensatory Time policy. On the other hand, the Foreman continues to drive a route which the addition of another driver could apparently resolve. My understanding is that this request has been put forth in previous years but has not been authorized. A compromise might be the establishment of a seasonal Driver position. This would make sense from a cost benefit perspective. Put another way, the Town should not be paying someone an annual salary of \$91,793 to drive a route.

As the Foreman is essentially the head of a department, his principal duties should involve the higher-level management functions. I would also suggest that the position, at the very least, be retitled to Public Works Supervisor which is more gender neutral and the incumbent's duties and responsibilities clearly go beyond simply managing the road crew and encompass many diverse operational functions (roads, grounds, parks, building maintenance, contract management, safety inspections and emergency management). If the current Highway Foreman (working foreman) is going to handle snow routes, and other operation of heavy equipment or aspects of construction or building maintenance; then he cannot be classified exclusively as an exempt employee because the Labor Dept will consider him qualified for overtime. If this is not the case and the Town just wants the Public Works Supervisor to be a manager then the CDL requirement should be removed from the job description and other manual labor items. If the Town wants the Public Works Supervisor to be a manager except for a snow route then it may be able to work out an agreement with the incumbent as to how you the snow duty compensation can be handled.

E.g., If you are going to have Compensatory Time you will need to have a policy (which we can provide) and properly document through your time and attendance system.

The Land Use Administrator is another position that appears to be somewhat more problematic as the position serves as Inland Wetlands Agent and Zoning Enforcement Officer and also performs a planning function (Bachelor of Arts Degree in Planning). This is a full-time position (35 hours per week). The current combined annual salary is \$56,648 broken down as follows: \$37,379 for Zoning Enforcement and \$19,269 for Inland Wetlands. Based on comparison, and the level and complexity of the duties and

responsibilities performed by the position, I am recommending that the Land Use Administrator's salary be increased to a minimum of \$42,784.56 (or an hourly rate of \$35.27 based on an average of 23.33 hours per week) and higher if additional hours on average are required. An appropriate salary range then for this position would be \$37,794.72 (\$31.15) to \$47,097.24 (\$38.82). If we increase the Land Use Administrator's salary according to the above, her new recommended combined salary would be \$62,053.56 annual or \$34.10/hour.

In at least one instance, it was difficult to assess how much the individual is actually earning. A case in point is the Tax Collector. When comparing salaries to comparable towns the position appears to be in line. However, when one begins to look at the salary from an hourly rate perspective the data becomes skewed. To illustrate, if the employee is only working 18 hours as represented in the spread sheet, then her hourly rate is \$41.11 which exceeds comparable towns. If you go by the posted hours and use 24 hours as a basis for determining the hourly rate, then the salary appears to be more in line as the hourly rate would be \$30.83. This needs to be addressed both from a wage standpoint and as a matter of policy.

Another issue encountered is that based on the Agreement between the Town of Kent and Teamsters Union Local 677 (June 1, 2018 through June 30, 2021) male dominated unskilled or semi-skilled positions (Highway Driver) are being very well compensated and at a higher rate than Town Hall females whose positions may require a comparable or higher skill set. For example, the only employees who are earning more than the Highway Drivers (who on average are earning \$28.54 hourly) are the Highway Foreman, also a male, and the Social Services Director, a Department Head, who is earning \$29.85 per hour. This could become problematic for the Town particularly from a pay equity standpoint if it is not addressed or considered with regard to future compensation.

c. With regard to clarifying the role of "assistants" and "clerks" and any functions that are supportive to the department heads the following definitions apply. As an adjective "assistant" is having a subordinate or auxiliary position. As a verb "clerk" is to act as a clerk, to perform the duties or functions of a clerk. As relates to job classification, the "clerk" designation is assigned to those individuals who provide "clerical" support to another individual. While they may perform some higher-level functions, their principal duties involve general clerical functions including basic processing, reception, filing, record keeping, bookkeeping and typing. Assistants, on the other hand "assist" in carrying out the administrative and/or core functions of the assigned operation. While components of these positions may and are often involved in performing clerical work, their principal duties are of a more skilled/administrative/technical nature. In some instances, the title Office Manager or Office Supervisor may be utilized as a separate

title. This job title or position differs from a full-time supervisory class in that incumbents must also be performing administrative office management functions. These office management functions oftentimes require incumbents to act as the primary liaison with the various departments/units within the town and with other towns as well as individuals and departments outside town government. Such administrative duties are typical of position assigned in First Selectman or Mayor's offices where the services of specialized units are not present (e.g., business office, purchasing unit, personnel and payroll) due to the small size of a town or budgetary considerations which preclude the establishment of other functions and require incumbents to take on these greater responsibilities.

Based on the foregoing, the "Clerk" title or designation for the Zoning Board of Appeals Clerk (\$22.81), Board of Finance Clerk (\$112.68), Land Use Clerk (\$20.76) and Building Inspection Clerk (\$20.76) are appropriate titles. The ZBA Clerk's principal duties are all clerical in nature and require basic skills. The Land Use Clerk's principal job duties are also clerical, and, according to the incumbent, with some research assigned to the function. The Board of Finance Clerk's position involves essentially all clerical duties and yet appears to be compensated at a much higher rate according to the payroll data. If the data is accurate, this position should be brought in line with the other clerical titles and paid in the \$20.76 to \$22.81 range. If the incumbent is not interested in this position, it should be reassigned or posted as a vacancy. The only "Clerk" position that appears to be mistitled is the Treasurer's Clerk. Based on the Duties Ouestionnaire, and the assigned AP/AR and Payroll processing functions, this position appears to function more as a Financial Office Assistant than as a Clerk. In addition, the overall duties and responsibilities assigned to that position appear to be more complex and technical than the other general clerical positions. Typically, Financial Office Assistants are paid at a higher rate than a Clerk/Clerk Typist. Therefore, I am recommending that this position be retitled and assigned an hourly rate of \$25.50. The salary range for this position should be commensurate with the title.

d. Identifying the level of support (i.e., weekly hours) necessary to support department heads, is a difficult task. During the course of the interview I did not get a sense that employees were "overwhelmed". Clearly, as department heads have shared with the Board of Selectmen, the Public Works Department has petitioned the Board for an additional Driver, and the Social Services Director has articulated the need for more structure and set hours of operation at the Senior Center. Overall, however, other than during certain peak times when part-time employees are having to work some additional hours (but still averaging less than 30 hours in one or more positions) each department appears to be getting its work done. One department even mentioned that it has actually cut back on its hours of operation.

As a final note on this subject, my strong recommendation would be that as part of the budget process that each department head meet with the First Selectman and/or Board of Selectmen and Treasurer and present any requests for additional hours or resources. Any such requests should be in writing and meet specific criteria. For example, is this program or service essential or mandated? How will staff be involved? How will this affect/benefit the Department? Is this tied to the strategic plan/Department/Town goals? Quality and value - Is this tied to best practice/research? What are the financial implications? Where will the dollar come from? What are the technology needs? What support is needed from the administration to make it work? What is the communication plan? What is the evaluation plan? What is the implementation plan? What is the timeline? What needs are being met? What personnel are needed? What support will be provided to staff? Ultimately, management also needs to determine whether there needs to be a reallocation of resources in the absence of additional dollars.

- 2. Comparative analysis of compensation
- a. With regard to the comparative analysis as relates to any adjustments needed for assistants to alleviate disparate treatment (this statement assumes there is disparate treatment), number one above addresses these considerations.
- Assessing appropriate pay rates and that there are varying degrees of skill required to perform various job functions was also addressed in one above. See attached recommendation for Compensation Plan
- c. With regard to whether some assistant/clerk support functions require or benefit from State certification and whether any training or certification should affect relative pay structure, these issues are somewhat complex and subjective. On the one hand, I would posit that virtually anyone can benefit from more education, training, and certification. From a career counseling, upward mobility perspective, individuals who have advance training or certifications clearly have an advantage when higher level positions become available within the organization or when there is a need for such advanced skills or certification during long-term absences at the higher level. The real question becomes what resources is the town willing to commit to make such training available. With regard to certification, the first question is, is certification mandated by the State? If the answer is yes, then the town must either require such certification as a minimum requirement at the time of appointment or require the certification if it is not mandated at time of appointment within a specified time frame. Further, the employer may, if back up is required, to incentivize "assistants" by paying for their courses or a percentage of their courses. Some employers also offer tuition reimbursement for courses and seminars. That policy is not universal in the public sector. With regard to training (specific classes taken

or degrees received) or certification affecting relative pay structure, I recommend against it just to give employees a raise. From a job classification standpoint, the amount of education, training, etc. someone has is irrelevant with regard to the level and complexity of the duties and responsibilities of the position. For example, whether I have a PhD. or a high school diploma has no bearing on the duties and responsibilities of the position (only the original education and training as described in the job description determines compensation). They are identical regardless. Therefore, while I support in principle the concept of tuition reimbursement for job related courses for certification or upward mobility within a career series, I do not support paying someone more simply because they have taken additional courses. In fact, even in education where traditionally salary schedules have provided for lanes and steps, employers are moving away from this concept because the evidence shows that the amount of education you have above the minimum has no bearing on how good you are as a teacher.

3. Certification Question

Similar to 2 above, training or certification may be very different matters. Again, I would a. argue that "training" is always valuable, whether it is on the job training, cross-training to ensure back up or interchangeability during periods of absence, and/or for upward mobility or simple self-actualization. Certification, on the other hand, should be evaluated from a job requirement perspective. For example, a CDL is required for certain Public Works drivers positions or to be a Tax Assessor, etc. But the number of certified employees you need is contingent upon the amount of work that has to be done at that level and/or based on certain federal or State mandates or requirements. Therefore, while certification may be encouraged, and taking courses may be supported by the employer if funds are available, unless certification is required, employees should not expect to automatically receive an increase simply by having a certification or because they have taken courses toward certification. Provision for certification should be based on the operating needs of the organization. However, if you know a Department Head (e.g., Assessor) is retiring then paying for and encouraging the certification and paying for the added certification is a good plan for succession planning. Also, be aware that if a person is certified even though it is not required in your Town, you may lose them to another Town that is willing to pay for a certified official.

4. Pay Equity

a. In 1 and 2 above I have analyzed what are considered to be the "pay and organizational" disparities" detected as part of the study. As stated above, there are several positions that should be reclassified and/or compensated at a higher or in one case possible lower level to ensure parity and equity. From an organizational standpoint, however, what appears even more important is that employees perceive that they are treated fairly and equitable

by the organization. To help assure that happens, moving forward it will be important to establish effective rules and regulations and enforce them in a firm and consistent manner. As previously suggested, there needs to be open communication and feedback relative to how each department is performing. The mission, vision, and values of the organization should be clearly established and inculcated into the culture. In my opinion, job performance could be a basis of compensation for all non-bargaining unit employees. But, you would have to have a valid system in place and the system would have to be administered in a fair and objective manner. Training would also be required. Further, the Policy and Procedure Manual for both employees and elected officials should be utilized consistently and as a guidepost. The administration should take great pains to ensure that both union and non-union employees are treated fairly and as consistently as possible. If employees are to be treated differently, there should be a solid and defensible basis for making any such distinction.

Attached to this report are the job descriptions, compensation plan recommendation (entry level, midpoint and maximum salary) as well as our recommendation for updates to your Personnel Handbook. The Performance Evaluation system and training can be provided as phase two of this project if requested. Thank you for your assistance in this project. We have enjoyed working with the Town of Kent.

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