

Present: Bruce Adams, Chris Garrity and Jeff Parkin.

Also present: Darlene Brady, Debbie Devaux, Lesly Ferris, John Grant, Donna Hayes, Barbara Herbst, Charlotte Lindsey, Dick Lindsey, Anne McAndrew, Andy Ocif, Rick Osborne, Leah Pullaro, Susie Rundall, Elyse Sadtler, Mary Ann VanValkenburg, and Lynn Worthington.

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

The pledge was recited.

Mr. Parkin made a motion to add the following item to the agenda:

9h. Grant request form

Mr. Garrity seconded the motion and the motion carried.

**Approval of Minutes:**

Mr. Adams made a motion to approve the minutes of the April 9, 2018 Special Board of Selectmen's meeting, as submitted. Mr. Parkin seconded the motion and the motion carried.

**Public Communication:**

**Oral:** Anne McAndrew stated the following:

2/27/2018 she brought a check to the tax collector and asked her not to deposit it until 3/1/2018.

4/7/2018 the check had never been deposited and she received two letters from the collection agency.

4/9/2018 Ms. McAndrew called Ms. Devaux and asked why the check was not deposited.

Ms. Devaux stated she called the banks "800" number and was told there was not enough money to cover the check.

Ms. McAndrew has paid the taxes and the collection fees. She requested that the Board of Selectmen refund her collection agency fees and have the tax collector write a written policy for the collection process. Ms. McAndrew also suggested that all checks sent for taxes should be deposited.

Ms. Devaux stated that she would not comment on this case because it was sent to the agency.

Mr. Garrity asked Ms. Devaux if she called Ms. McAndrew prior to sending the account to collection, as she said she would when she asked for the Board of Selectmen's endorsement to utilize a collection agency. Ms. Devaux stated she did not have to because Ms. McAndrew been notified via bills. Ms. Devaux stated that if the Board of Selectmen did not like the way she handled the situation, they could find someone else to run and win.

Mr. Parkin made a motion to refund Ms. McAndrew the collection fees. Mr. Garrity seconded the motion. After further discussion it was determined that the Board of Selectmen should obtain legal opinion. Mr. Parkin withdrew the motion.

**Written:**

Mr. Adams stated that there are eight written correspondences (attached):

- April 3, 2018 staff Report from CZEO Donna Hayes

RECEIVED FOR RECORD  
KENT TOWN CLERK

2018 MAY -3 P 4:06

BY  
TOWN CLERK

- April 3, 2018 Senior Activities Report from Lesly Ferris
- April 16, 2018 Approval of the Town of Kent 5-Year Capital Plan from CZEO Donna Hayes
- April 18, 2018 e-mail from Treasurer Barbara Herbst regarding Peter Jensen
- April 20, 2018 letter from Kent School Prefects regarding "Call to Action"
- April 26, 2018 Staff Report from CZEO Donna Hayes
- April 27, 2018 Senior Activities Report from Lesly Ferris
- April 29, 2018 letter from Conservation Commission Chairman Connie Manes regarding Cricket Valley Energy Center

#### **Report of First Selectman:**

Mr. Adams reported on some things he did during the month of April:

- Met with State rep candidate Maria Horn
- Two pistol permit applications
- Worked at Transfer Station to cover for employees
- Budget meetings
- Regional Dispatch meeting on New Milford
- Met with Eversource and Tree Warden
- Chamber B to B
- Met with High Watch President
- Senior lunch every Friday
- Kent School student march
- Met with Marvelwood Headmaster
- KCS Arbor Day ceremony
- 95<sup>th</sup> KAA Anniversary
- Shredding at the Transfer Station

Meetings covered by the BOS – Group or individual:

- Safety Committee – Bruce
- COG Exec. Comm. – Bruce
- BOF – Full BOS
- Waramaug Interlocal – Bruce
- Resource workshop – Bruce
- BOF - Bruce
- Kent-Cornwall-Warren meeting – Bruce
- Streetscape meeting - Bruce

#### **Police Report:**

Trooper Fisher has been actively involved as needed in the most recent incident in Kent. He has agreed to submit a report for the annual report in 2018. He will work on submission of a monthly report for the BOS.

#### **Report of Selectmen:**

Mr. Parkin has nothing new to report.

Mr. Garrity had nothing new to report.

**Report of Treasurer:**

Mrs. Herbst provided a written request for budget transfers to lines in the 2017-2018 budget that already have gone over. Mr. Adams made a motion to approve the budget transfers as submitted:

From contingency \$545.00 to Paramedic (070-858)

From contingency \$3,600.00 to Community House Repairs (032-507)

From contingency \$2,300.00 to Legal P&Z (051-414)

From contingency \$2984.00 to Town Hall repairs (030-507)

Mr. Parkin seconded the motion and the motion carried.

**Tax Refunds:**

Mr. Adams made a motion to approve the following three tax refunds:

- Greene, Donna C.                      \$     52.33
- Ackell, John J.                         \$      7.19
- Yasgur, Sylvia                         \$15,969.31

Mr. Parkin seconded the motion and the motion carried.

Mr. Garrity made the following motion:

In accordance with the town of Kent Code of Ordinances, Chapter 18, Sec. 18-8 dated 1/2009; the Tax Collector is authorized to retain overpayments of taxes if such credit balances are less than \$5.00. The Board of Selectmen approved the twenty-one accounts with credit balances from \$0.01 to \$4.35 totaling \$27.12 be adjusted to zero and the \$27.13 be transferred to Tax Refunds, Line 130-320.

Mr. Adams seconded the motion and the motion carried.

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

Ms. Devaux reported that she attended the Tax Collector's Convention at Water's Edge. She reported that the first day they learned basic first aide and then focused on Tax Collecting.

**Veteran's Tree:**

Andy Ocif sent e-mail to First Selectman Bruce Adams to request permission to plant a tree, donated by the Conservation Commission, to honor Kent Veterans on town-owned property. Mr. Garrity made a motion to allow the Kent Veterans to plant the tree donated by the Conservation Commission on Town Property near the Veteran's Memorial. Mr. Parkin seconded the motion and the motion carried.

**Narcan – Social Services:**

Social Services Director Leah Pullaro informed the Board of Selectmen that she attended training session on Narcan and would like the Board's approval to keep Narcan in her office. Mr. Adams made a motion to approve any Town Hall employee who has been trained in the proper administration of Narcan to keep said product in their office at Town Hall, but they must notify the First Selectman who in turn will notify the Town Hall staff which offices have Narcan and who is trained. Mr. Garrity seconded the motion and the motion carried. The following employees currently have been trained

in the administration of Narcan and have the product available in their offices: Social Services Director Leah Pullaro, Town Clerk Darlene Brady and Park and Rec Director Lesly Ferris.

**Public Restroom cleaner:**

Mr. Adams reported that Buddy Paine, who was cleaning the public restrooms, has left the State of Connecticut, and his mother, Phyllis Paine, is willing to take on the Welcome Center cleaning at the same rate. He added that Ms. Paine currently is cleaning the restrooms. Mr. Garrity asked if Ms. Paine has insurance. He stated that, if she does not have insurance, she cannot clean the Public Restrooms. Mr. Adams stated that he would confirm if Ms. Paine has insurance. Mr. Garrity asked if the position had been advertised. Mr. Adams stated that it had not been advertised. Mr. Parkin asked if the hiring policy is another policy that needs to be better defined in the Policy and Procedure Manual?

**Management Review:**

Mr. Parkin provided a draft proposed mission statement from the Kent Board of Selectmen Town Hall Management Review. Mr. Adams stated that he forwarded a copy of the mission statement to one of the proposed firms that might conduct such a review. They confirmed that they could provide the outlined services within the budgeted \$5,000. Mr. Adams stated that he would provide copies of the draft mission statement to all employees, and it would stay on the agenda for further discussion.

**Tobacco-Free Facilities Policy:**

Lesly Ferris stated the Kent Park and Rec Commission at its April 16, 2018 monthly meeting voted 5-1 to recommend to the Board of Selectmen the adoption of a Tobacco-Free Facilities Policy. Mr. Parkin asked Mrs. Ferris if there was a problem with smoking at the parks. Mrs. Ferris stated that it is not currently a problem. The Board felt that there is no need to endorse the request at this time. No action taken.

**HRRA Contract:**

Mr. Adams reported that HRRA has provided a new contract for Municipal Regional Solid Waste and Recycling Agreement. Mr. Garrity made a motion to authorize Mr. Adams to sign the Municipal Regional Solid Waste and Recycling Agreement between HHRA and the Town of Kent. Mr. Parkin seconded the motion and the motion carried.

**Emergency Management document:**

Mr. Adams requested the Board authorize him to sign the FFY 2017 State Homeland Security Grant Program Region 5 Memorandum Agreement. He stated that this agreement allows Homeland Security to spend money and provide supplies to the Town of Kent. Mr. Parkin made a motion to authorize First Selectman Bruce Adams to sign the FFY 2017 State Homeland Security Grant Program Region 5 Memorandum Agreement. Mr. Garrity seconded the motion and the motion carried.

**Grant Request Form:**

Mr. Parkin stated that Darlene Brady suggested that an official Grant Request Form be created that is part of the budget process, and anyone who wishes to request a grant

from the Town of Kent needs to complete one by a specific deadline. Mr. Parkin provided a draft of such form (attached).

**2018-2019 Budget:**

Mr. Adams stated that the budget is going to the hearing this Friday night. Mr. Adams stated that the BOS would have to have a Special Meeting next week to approve the agenda for the Town Meeting on Friday, May 18, 2018. The BOS agreed to warn a meeting on Tuesday, May 8, 2018 at 4:30 p.m.

Mrs. Brady asked if the contract with Highwatch had been updated to reflect the \$50,000 donation. The Board discussed the need for a contract for a donation. The BOS agreed that the money donated by the three private schools and Highwatch is just that, a donation, and probably does not need a "contract". Mr. Adams agreed to talk to Town Attorney regarding the "donation agreement" with the three private schools and Highwatch.

**2018 BOS Goals:**

Mr. Garrity reported that he secured the Sharpe Classroom at South Kent School for a public forum. The BOS agreed to look at dates in June to hold the public forum.

**Speed signs:**

Mr. Adams stated that the COG would be discussing purchasing speed signs at the Thursday, May 10, 2018 COG meeting. He stated that he would provide the BOS with the pricing after that meeting, but added that there is no money budgeted for the speed signs at this time.

**Electric Car Charging Station:**

Mr. Adams stated that he asked the members of the Welcome Center Sub-committee their opinion on relocating the electric car charging station to the Welcome Center. The groups opposed the concept due to the loss of parking spaces.

Mr. Garrity made a motion to adjourn the meeting at 6:35 p.m. Mr. Parkin seconded the motion and the motion carried.

Joyce Kearns  
Administrative Assistant

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





## TOWN OF KENT LAND USE OFFICE

### STAFF REPORT

DATE: April 3, 2018  
FROM: Donna Hayes, CZEO

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#### Building Department:

- Permits Issued: 33 (March)
- Total Construction value: \$454,442 (March)

#### Planning & Zoning:

- Permits Issued: 4 (March)
- Certificates of Compliance Issued: 0 (March)
- Applications before the Commission: 5 (March)
  - Applications #10-18C and #11-18SP, High Watch Recovery Center, Inc., 47 Carter Road, therapeutic activities in conjunction with a privately-operated hospital, clinic, nursing or convalescent home or similar institution, Map 14 Block 21 Lot 17 (APPROVED WITH CONDITIONS)
  - Applications #12-18C and #13-18SP, High Watch Recovery Center, Inc. 54 Carter Road, Map 14 Block 22 Lot 6 and 62 Carter Road, Map 14 Block 22 Lot 7, two-story addition to existing administrative and clinical office; single-story addition and kitchen expansion to dining hall; and associated site work (TABLED TO APRIL AND SUBSEQUENTLY WITHDRAWN TO INCLUDE ADDITIONAL USES. A NEW APPLICATION HAS BEEN SUBMITTED FOR THE APRIL MEETING).
  - Application #14-18C, John E. Casey, Trustee, 3 Landmark Lane, change of use from office to restaurant, Map 19 Block 42 Lot 43. (APPROVED)
  - Filling operation on Upper Kent Hollow Road (ongoing)

#### Inland Wetlands:

- Approved: March
  - Tracy Brown, Trout Unlimited for The Kent School, notching of the Kent School Dam, Schagticoke Road, Map 4 Block 10 Lot 1. A determination was made that a permit was not needed since this project will be done in conjunction with the DEEP.
- Pending: April
  - Application #1168-18, High Watch Recovery Center, Inc., 54 & 62 Carter Road, addition to existing administration building, parking area, drainage basin and associated grading, Map 14 Block 22 Lots 6 & 7. A site walk was held on March 19 and as a result, revised plans were submitted to Anchor Engineering for review.

- Notice of Violation #01-17 for the weekly, illegal removal of a beaver dam. WAITING FOR APPLICATION
- Other:
  - We have one opening on the Commission which we are currently trying to fill.

**Zoning Board of Appeals:**

- Approved: March
  - None

**Architectural Review Board:**

- Approved: March
  - None (The meeting for March was not held because there was no quorum)
- Other:
  - Frank Day has joined the ARB and there are currently no openings.

**UPDATE ON CONTINUING PROJECTS:**

- Rewrite of the Regulations:
  - The public hearing was held on March 29, 2018; some public comments were made. The public hearing was closed and Mr. Chalder will be compiling the suggested changes and making recommendations. A special meeting will be held within the next few weeks to discuss the recommendations and possibly act on acceptance of the regulations.
  - The new maps have been created; I am just waiting for their effective date.

**VIOLATIONS:**

- Legal Issues:
  - High Watch vs TOK and BHR:
    - The Land Use Clerk is still working on the transcripts.
    - Legal fees to date: \$2,655.00
    - The motion that was filed with the court to move the case back to the Litchfield Judicial District was granted for the hearing of the Motion to Dismiss. No court date has been set so there has been no ruling as of yet.
  - The Certificate of Need hearing was held on March 28, 2018. Since Birch Hill's Medical Director was unavailable, the hearing is being continued to either April 9, 10 or 12 in the Hartford office of the Office of Health Care Access.

**TRAINING/CONFERENCES:**

- Tai and I attended the Legal Requirements & Procedures in Land Use Decision Making training session at the COG in March.

## Kent Park and Recreation

Lesly Ferris, Director

P.O. Box 678

41 Kent Green Boulevard

Kent, CT 06757-0678

Telephone 860-927-1003

Fax 860-927-1313

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

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

To: Kent Board of Selectmen

From: Lesly Ferris



Date: April 3, 2018

Re: Senior Activities

The following special events took place at the Kent Senior Center during March 2018:

12 – Adult Coloring Program

14 – St. Patrick's Day Luncheon

23 – Friday Senior Lunch

26 – Easter Egg Coloring with Kent Center School student council members

28 – Easter Luncheon

Thank you!





## TOWN OF KENT LAND USE OFFICE

### MEMORANDUM

To: Board of Selectmen  
Board of Finance

Fr: Donna M. Hayes, Land Use Administrator

Re: April 12, 2018 Approval of the Town of Kent 5-Year Capital Plan

Date: April 16, 2018

Pursuant to Section 8-24 of the Connecticut General Statutes, the Planning and Zoning Commission at a regular meeting on April 12, 2018, voted to approve the proposed Town of Kent 5-Year Capital Plan via the following motion:

*Mr. Weingarten made the motion to approve The Town of Kent 5-Year Capital Plan – FY '18 – '19 dated 4/10/18. Mr. Winter seconded and the motion carried unanimously.*

The Commission determined by a vote of 7 aye, 0 nay, that the proposal meets the goals of the Kent Plan of Conservation and Development.

#### Ayes

Karen Casey  
Darrell Cherniske  
Alice Hicks  
John Johnson  
Marc Weingarten  
Matt Winter  
Wes Wyrick

#### Nays

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

**From:** Barbara Herbst <treasurer@townofkentct.org>

**Date:** Wed, Apr 18, 2018 at 2:38 PM

**Subject:** Re: BOF special meeting agenda

**To:** Lesly Ferris <leslyferris@gmail.com>

**Cc:** mark sebetic <marksebetic@gmail.com>, Mark McWhinney <mmcwhinney@att.net>, Jim Blacketter <jim@blacketter.com>, Ed Epstein <kcsepstein@aol.com>, Maureen Brady <mogobradly@charter.net>, F Goodsell <fmgoodsell2@yahoo.com>, Bruce Adams <firstselectman@townofkentct.org>, Chris Garrity <cgarrity@townofkentct.org>, Jeffrey Parkin <jeffpilot@mac.com>

Greetings everyone,

Peter Jensen came in my office yesterday to voice his dissatisfaction with the posting of notices and agendas.

The impetus for his visit was that the regular BoF meeting on 4/17 was canceled and he wasn't notified.

I explained to him the process of posting agendas with the Town Clerk's office and his option to have the Town Clerk notify him via email any time an agenda is posted.

He was not satisfied with that process and said he does not utilize email and or computers very much.

He requested / insisted that every meeting and or cancellation be posted on a "sandwich board" at the mouth of the Kent Green Blvd driveway.

I told him my office has no authority in these matters and referred him to the Board of Selectmen.

He requested that I pass this information along to your boards.

Additionally, he voiced his discontent with the budget process and what he perceives is a concerted effort of the BoS and BoF to exclude taxpayers from the process.

I explained the Budget Hearing to him and encouraged him to attend.

I also showed him how to access information (agendas) through the calendar, on the Town web site.

Thank you,

Barbara E. Herbst

Treasurer

Town of Kent

860-927-0109

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



April 20th, 2018

Dear Government Officials of Connecticut,

On behalf of the Kent community, the Kent School Senior Council, has organized our "Call to Action" walkout for Friday, April 20th to stand up against gun violence.

First and foremost, we appreciate all that you have done to promote school safety and gun regulation. We are fortunate to live in Connecticut, where the gun policy is among the best in the country. We write this letter to you now to ask you to encourage your peers to join you in making not only Connecticut safer but the other 49 states, as well. Together, our collective efforts to make a safer America will result in a greater future.

More laws regarding these specific weapons, as well as weapons of this category need to be ratified immediately. First of, these military grade weapons should not be able to be purchased at any store across the country. Secondly, the purchase of any firearm should require an in-depth application process, spanning over several months with a rigorous background check.

It is crucial that we as a country invest more into the resources for our younger citizens. The children of our nation must be physically protected from eminent threats, such as school shooters or terrorists. With improvements in safety protocol and spotting the signs of a potential threat early on, schools and other public places will be better protected against such evil. Aside from the need for physical protection, we must strengthen the mental fortitude of our young Americans. Mental health is undervalued in America and the lack of attention given to illness will leave the society with unwanted consequences. Starting at a young age, children must be given opportunities to explore the appropriate techniques to safeguard their mental health. Dealing with illness sooner rather than later can alleviate the stress and frustration that oftentimes builds up and causes people to commit these senseless acts.

We urge you to continue your efforts in encouraging voter registration among the young adults of Connecticut. In the 2016 Presidential Election, less than 50 percent of adults between the age of 18 and 29 voted. One of the causes of this turnout might have been that a portion of that specific age group had not even been registered to vote. Show, do not tell. Show young citizens how easy it is to register and cast a ballot. The fear that many young adults share is that the voter registration process and the voting itself is complicated and too much of a time commitment. Please find a way to show our generation that this is not the case. It should be known that the whole process is not only manageable, but vital to what it means to be an American citizen.

Once again, we as young citizens of both Connecticut and the United States recognize all that you do on a daily basis to make this nation a better place for all. However, we also see the areas of weakness where there is potential for growth. With a "call to action", we take one step closer to our goal and create a safer home for all people of this country. So, we write to you today to rejuvenate your spirit and invigorate your efforts in rallying support from your colleagues across the nation.

Sincerely,  
Carly Denora and Tyler A. Holder  
*Kent School Senior Prefects*





## TOWN OF KENT LAND USE OFFICE

### STAFF REPORT

DATE: April 26, 2018  
FROM: Donna Hayes, CZEO

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#### Building Department:

- Permits Issued: 55 (April)
- Total Construction value: \$1,301,027 (April)

#### Planning & Zoning:

- Permits Issued: 10 (April)
- Certificates of Compliance Issued: 0 (April)
- Applications before the Commission: 5 (April)
  - Applications #23-18C and #24-18SP, by High Watch Recovery Center, Inc., for 54 Carter Road (Map 14 Block 22 Lot 6); 62 Carter Road (Map 14 Block 22 Lot 7); and the 15.48-acre unimproved parcel of land (Map 14/Block 21/Lot 23, Parcel I.D. #1486) abutting the northerly line of Carter Road and the southeasterly line of 47 Carter Road, for a special permit and site plan approval for the following: Construction of two-story addition (including offices, 218-seat lecture hall and 12-bed detoxification wing) to existing administrative and clinical office building at 62 Carter Road; single story addition and kitchen expansion to dining hall at 62 Carter Road; addition of detoxification service at 62 Carter Road; increase in total residential in-patient bed count from 78 to 90 at 62 Carter Road; conducting therapeutic activities associated with the treatment of drug and alcohol addiction at 54 Carter Road; constructing driveway entrance, parking area, retaining wall and stormwater detention basin at 54 Carter Road and 62 Carter Road; constructing new septic system on Parcel I.D. #1486; and associated site work on all three parcels.
    - The public hearing was postponed at the request of the applicant due to a discrepancy in the legal notice. A new legal notice was created, published and the application will be heard at the May 10<sup>th</sup> meeting.
  - Application #'s 21-18C and 22-18SP, Barbara A. Brown, 530 Skiff Mountain Road, construction of accessory dwelling unit, Map 7 Block 18 Lot 6.
    - Approved
  - Modification to site plan application #62-15C, Arthur H. Howland & Associates, P.C., for Kent Center, LLC, 9 Maple Street, Map 19 Block 42 Lot 35, modification to include new signage for "Perch by Pergola" at 4 Fulling Lane.
    - Approved

- Application #25-18C, Michael T. Reynolds for Cloncowley, LLC, 11 North Main Street, addition to existing structure and construction of handicap ramp, Map 19 Block 14 Lot 6.
  - Approved
- Modification to site plan application #62-15C, Arthur H. Howland & Associates, P.C., for Kent Center, LLC, 9 Maple Street, Map 19 Block 42 Lot 35, modification to include new signage for "Get Back, Inc." at 7 Fulling Lane.
  - Tabled due to lack of information. The application will be heard again on May 10<sup>th</sup>.
- The Commission approved the 5-year Capital Plan.
- Filling operation on Upper Kent Hollow Road (ongoing)

#### **Inland Wetlands:**

- Approved: April
  - None
- Pending: April
  - Application #1168-18, High Watch Recovery Center, Inc., 54 & 62 Carter Road, addition to existing administration building, parking area, drainage basin and associated grading, Map 14 Block 22 Lots 6 & 7. A site walk was held on March 19 and as a result, revised plans were submitted to Anchor Engineering for review.
    - With the applicant's permission, the application was tabled to the May 21<sup>st</sup> meeting due to a lack of information.
  - Application #1170-18, James and Virginia Blackketter, 120 North Main Street, installation of inground pool, replace existing footbridge with culvert, installation of utilities and associated landscaping, Map 9, Block 42, Lot 7.
  - Application #1169-18, JRT Construction for Gabriella DellaCorte, 115 A Cobble Road, installation of inground pool, fence and pool equipment, Map 10 Block 22 Lot 3.
  - Notice of Violation #01-17 for the weekly, illegal removal of a beaver dam. WAITING FOR APPLICATION
- Other:
  - We have one opening on the Commission which we are currently trying to fill.

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

- Approved: April
  - Application #01-18, Scot Samuelson for George-Ann Gowan, 89B North Main Street, relief from Section 5.5, Front Yard Setback, for the extension of cantilevered entry roof and new bay window, Map 19 Block 15 Lot 4.
- Denied: April
  - Application #02-18, Dolores Schiesel, Esq. for Edward Schullery, 53B Elizabeth Street, relief from Section 5.5, Rear Yard Setback, for the construction of a detached 2 car garage, Map 19 Block 13 Lot 12.

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

- Approved: April
  - Application #004-18, Kent Victorian, LLC, et al, 81 North Main Street, installation of a freestanding sign, Map 19 Block 15 Lot 5.

- Application #005-18, Wyrick Associates, Architect, for Cloncowley, LLC, installation of handicapped ramp with hedgerow and replacement of two windows with two doors, Map 19 Block 14 Lot 6.
- Application #006-18, Chris Rehnberg for Nordic Property Management, LLC, installation of 2' x 1.5' nameplate sign, Map 19 Block 13 Lot 36.
  - Tabled due to lack of information. It will be reheard on May 1<sup>st</sup>.

#### **UPDATE ON CONTINUING PROJECTS:**

- Rewrite of the Regulations:
  - A special meeting will be held on May 2 to address the concerns that were brought up at the public hearing.

#### **VIOLATIONS:**

- Legal Issues:
  - High Watch vs TOK and BHR:
    - The transcripts are completed.
    - Legal fees to date: \$3510.00
    - The Motion to Dismiss has been scheduled for May 15<sup>th</sup> at 10.
  - The Certificate of Need hearing was held on March 28, 2018. Since Birch Hill's Medical Director was unavailable, the hearing was to be continued to April 12<sup>th</sup>. Due to a "freak accident" the hearing officer was not available and the meeting was postponed.
  - A new Hearing Officer has been assigned to hear the case; no date has been set as of the writing of this staff report.
  - 209 Kent Road – the tenant has started having auctions at the property again. The State DOT removed signs on Friday, April 20<sup>th</sup>, due to an encroachment issue. The owner of the property has begun the eviction process and a trial will be held on May 8<sup>th</sup>.

#### **OTHER**

- I will be on vacation beginning at noon on May 4<sup>th</sup> returning to the office on May 21<sup>st</sup>. Notifications have been placed on the Land Use Office doors and on the Town's website. My voicemail will be changed and an "out of office" notice will be turned on for emails.



## Kent Park and Recreation

Lesly Ferris, Director

P.O. Box 678

41 Kent Green Boulevard

Kent, CT 06757-0678

Telephone 860-927-1003

Fax 860-927-1313

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

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

To: Board of Selectmen

From: Lesly Ferris



Date: April 27, 2018

Re: Senior Activities

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

6, 13, 20, 27: Friday Senior Lunch

9 – Adult Coloring Program

Also, National Walking Day was observed April 4 at Kent Common Park.

Thank you.



KENT CONSERVATION COMMISSION  
Kent Town Hall  
41 Kent Green Boulevard  
Kent, Connecticut 06757

April 29, 2018

Via email [firstselectman@townofkentct.org](mailto:firstselectman@townofkentct.org) and hard copy mail

Bruce Adams, First Selectman  
Christopher Garrity, Selectman  
Jeff Parkin, Selectman

Town of Kent Board of Selectmen  
PO Box 678  
Kent, CT 06757

Re: Cricket Valley Energy Center – Request for Action

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The Conservation Commission would like your assistance in bringing to the public and our State authorities' attention the underreported story of the Cricket Valley Energy Center (CVEC), which should be of critical concern to all of us. This 1,100-megawatt natural gas-fired electric generation facility is slated to open in 2020 on Rt. 22 in Dover, New York.

The plant, construction of which began late last year, is literally in our backyard. It rises less than five miles west of Kent, even closer to the state borderlines in Sherman and Gaylordsville. The project began its permitting process in New York State in 2009, but was not required to publicize itself to neighboring Connecticut. It was seen in Dover to be a great boon to Harlem Valley's economically-depressed town and surrounding region. Specific financial incentives were offered to Dover taxpayers by the Boston-based investment group Advanced Power, an international consortium including several Japanese banks, the NongHyup Financial Group of Korea; TIAA Investments; and Black-Rock Financial Management Inc..

New York State's various permitting agencies were eager to approve, swayed in part by the \$1.64 billion price tag and the fact that the Iroquois Pipeline would also benefit. Permission to charge significantly higher electric rates in the region (Zone G) was put in place as an inducement to investors. Lest locals be uneasy about the size and ambitions of CVEC, environmental studies published under the title "Cricket Valley Air Quality" assured everyone that peak impacts from the fallout of CVEC would occur on elevated terrain, and any environmental effects at ground zero (i.e. on the valley floor where Dover's schools and a majority of the residential structures are located) would be "insignificant". The Litchfield Hills, however, are within the fallout zone of the 282' high smokestacks.

Connecticut, contrary to most expectations, has poor quality air right now according to the American Lung Association. Once CVEC's generators are turned on in 2020 it can only get worse in Kent and surrounding towns as the natural gas being burned to produce electricity adds more carbon emissions, toxic particulate matter, and smog to our air. (Smog, incidentally is a photochemical haze caused when solar ultraviolet radiation combines with polluted moisture-laden atmosphere lying close to the ground.)

The Kent Conservation Commission cannot know with certainty CVEC's impact on Kent's environment and our health and wellbeing, but we strongly believe—as do neighboring towns' conservation commissions with whom we have consulted—that the CT DEEP needs to be more proactive in looking after the interests and health of Connecticut residents insofar as CVEC is concerned. We are especially aggrieved that formal notifications were not sent to towns on the Connecticut side of the border at the time New York State examined the CVE project and set its parameters. (Representative Elizabeth Esty recently introduced H.R. 4992 as an amendment to the Clean Air Act directing permitting authorities to notify all States whose air quality may be affected within 30 miles of such a facility when such an application is made. Unfortunately, under the current administration its chance of becoming enacted is slim.)

We are not persuaded that New York State's power grid needs another fossil fuel-based electric generation plant anyway. Information suggests that the electricity produced by the CVEC plant will be more than is needed locally and sold to users outside of the Dover area and potentially the State. The technology for producing economically cost-effective Green Clean Energy (principally solar, hydro, and wind) is on track to supplant coal and gas in the very near future. Rather than CVEC, New York and its neighbors should be aggressively transitioning to 100% clean, renewable energy and improved energy efficiency, not tolerating energy infrastructure that adds yet another long-lived but destructive facility dependent on archaic fossil fuels.

We find it ironic at the very least that New York's Governor Cuomo filed a lawsuit in December 2017 charging the federal EPA for failure to enforce the Good Neighbor Provision of the Clean Air Act to enforce smog standards emanating from the industrial belt of the Midwest and befouling New York air. Cuomo has told the EPA that “when our environment is threatened, New York will step up at every turn to protect our most vital resources for future generations.” Cuomo has also excluded fracking in any part of his state while being hospitable to fracked gas produced in neighboring Pennsylvania, which will be piped in to feed CVEC. We are concerned about the role this plant plays in bolstering natural gas extraction elsewhere in our country, and gas pipeline infrastructure across North America.

CVEC, which is located in a “nonattainment area”, has sought and been granted emissions offsets for the gases and volatile organic compounds (VOC) it will produce. It will reportedly be allowed to exceed those limits by 115% through the purchase of credits (cap and trade) from some other part of the state not burdened by so much pollution. Estimates vary of what we should expect but they may be as much as 200 tons of nitrogen oxides, over 100 tons of particulates, over 60 tons of VOCs, over a dozen tons of hazardous pollutants, a ton of formaldehyde, and 4 million tons of CO<sub>2</sub>, perhaps more if we count the typical leakage from the pipelines that will serve CVE. We must consider not only the emissions levels of each of these particulates and volatile gases but also the unknown cumulative health effects from exposure to the aggregate mix at any level.

What can be done to stop or alter the course of Cricket Valley at this late stage? Despite the fact that it is already somewhere between 9% and 20% built depending on which authority one trusts, CVEC has significant hurdles before it becomes operational. Scores if not hundreds of New Yorkers are engaged in writing campaigns to NYISO, the independent agency that manages NY State energy flow across the grid. Several years ago NYISO offered Advanced Energy financial lures to come to Dover, creating an exceptional higher energy-rate Zone G to serve eastern New York State. NYISO is now reconsidering that decision, possibly revoking its preferential treatment in favor of more uniform market-driven rates for consumers. Advanced Energy countered these rumors in January 2018 with a statement that called such a move “unfair” and “classic bait and switch”, arguing that it would “create a material financial hardship on CVEC by reducing cash flows well below those forecasted.” Obviously Advanced Energy's concerns are for their investors, not the consumers in Zone G, any more than they are concerned for the health of the region's residents or the environment. But attractive as that thought is to anyone who wants to see CVEC just go away, it is a long shot. We cannot wait to find out. Rather we must do more right now to stop or at least alter the plans for CVEC.




INSTEAD: We believe that all the citizens living downwind of CVEC need to become better informed right now about the direct impact the plant will likely have on our air quality, water purity, farmland productiveness, and consequently, our health. Please help us get Kent's citizens' attention. **We ask that you as our principal local representatives help us to alert the public by declaring in the May Town eNewsletter that CVEC's impact is of critical concern to the citizens of Kent.** Currently the best central location that we have found to learn about the plant and its potential impacts is the Facebook page <https://www.facebook.com/stopcricketvalley>. Alternatively you might consider publishing a link to this letter. We also ask that you consider convening a town meeting to share information and concerns.

We further ask that you assist us in forming a regional CVEC advisory committee that might work collectively in seeking help from the State by working with our legislative representatives, DEEP and the Attorney General. We want to move our citizens quickly from ignorance and/or passive disregard to concern and informed action. At the very least we want studies undertaken about the environmental impact that CVEC is going to have on nearby Connecticut and not just on Dover. As a minimum **we should join with other towns to conduct a multisite, scientifically-rigorous baseline sampling of air quality now, before CVEC opens.** This will allow for an ongoing monitoring program for excess emissions if the facility goes on-line.

Thank you for your attention and assistance. We are eager to work with you and our municipal counterparts to make sure we are informed and take the opportunities available to us, rather than recognize too late that we should have done more.

Sincerely,



Connie A. Manes, Esq.  
Chair, Conservation Commission  
[connie@manes-consulting.com](mailto:connie@manes-consulting.com)

cc: Lynn Werner, Kent Inland Wetlands Commission

Budget  
Transfer

#	<u>From</u>	Amount	<u>To</u>	Amount
		<input type="text"/>		<input type="text"/>
		<input type="text"/>		<input type="text"/>
Three	Contingency (079-000)	<input type="text" value="545.00"/>	Paramedic (070-858)	<input type="text" value="545.00"/>
Four	Contingency (079-000)	<input type="text" value="3,600.00"/>	Community Hse Repairs (032-507)	<input type="text" value="3,600.00"/>
Five	Contingency (079-000)	<input type="text" value="2,300.00"/>	Legal P & Z (051-414)	<input type="text" value="2,300.00"/>
Six	Contingency (079-000)	<input type="text" value="571.00"/>	BoS Health (010-996)	<input type="text" value="571.00"/>
Seven	Contingency (079-000)	<input type="text" value="2,984.00"/>	TH Repairs (030-507)	<input type="text" value="2,984.00"/>
		10,000.00		10,000.00

- 3 Paramedic line was underbudgeted. Budgeted amount \$34,315, actual expense \$34,860
- 4 Community House Repairs detail attached. Budgeted amount \$3,200, actual expense \$6,890
- 5 Legal P & Z detail attached. Budgeted amount \$2,000, actual expense to date \$3,638
- 6 BoS HI is billed through BoE, budgeted with figures we were given.  
Budgeted amount \$16,174, actual expense \$16,743
- 7 TH Repairs detail is attached. Budgeted amount \$7,000, actual expenses to date \$12,334

Approval

Board of Selectmen Board of Finance

# Office of the Tax Collector

Town of Kent

41 Kent Green Boulevard  
P.O. Box 311  
Kent, CT 06757  
(860) 927-3269

May 1, 2018

In accordance with the Town of Kent Code of Ordinances, Chapter 18, Sec. 18-8 dated 1/2009; the Tax Collector is authorized to retain overpayments of taxes if such credit balances are less than \$5.00. The twenty one accounts on the attached list dated 04/30/2018 have balances from (\$.01) to (\$4.35) totaling \$27.12. I request that the Board of Selectman approve adjusting all of these credit balances to zero and the \$27.12 be transferred to Tax Refunds, Line 130-320.

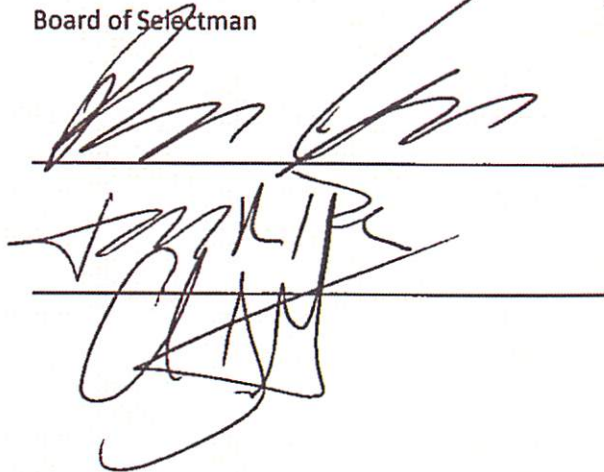
Date of approval of Tax Collector: 04/30/2018



Deborah Devaux, CCMC, Tax Collector, Town of Kent

Date of approval of the Board of Selectman: 5/1/18

Board of Selectman







Joyce Kearns <adminassist@townofkentct.org>

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## Fwd: Planting of a veterans tree on town property

1 message

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

Mon, Apr 23, 2018 at 6:12 PM

### Please add to May agenda- Veterans Tree

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

From: <aocif3318@charter.net>

Date: Mon, Apr 23, 2018 at 6:02 PM

Subject: Re: Planting of a veterans tree on town property

To: "firstselectman@townofkentct.org" <firstselectman@townofkentct.org>, "casefarm@earthlink.net" <casefarm@earthlink.net>, "cpil@snet.net" <cpil@snet.net>, "mikevan1951@gmail.com" <mikevan1951@gmail.com>, "lindseyr@snet.net" <lindseyr@snet.net>

Bruce:

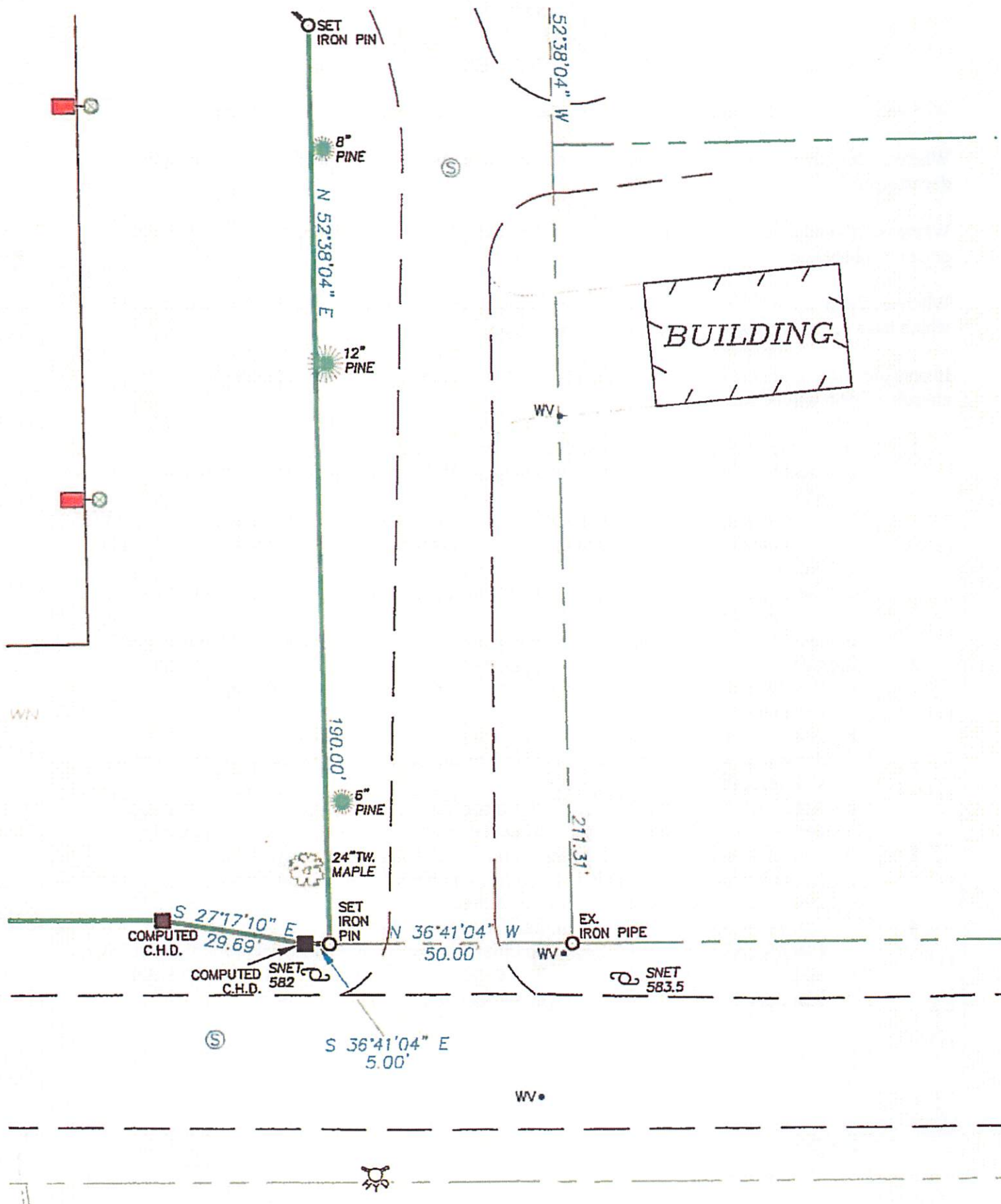
You may recall my conversation with you last week relative to the offer by the Conservation Commission to donate a tree to honor Kent veterans. This afternoon the Veterans Committee met at the monument and we have settled on a piece of town property on the left side of Swifts lane. I was in possession of a surveyor's map that Gary & Bob Hock had that was provided to me when the property was surveyed for the Kent Fire Dept. There is room for the planting of a tree. I will drop a copy of this map off to you on Tuesday morning at about 9:00 a.m.

The committee would like you to put this on your agenda for discussion and approval at you next Selectman's meeting on Tuesday, May 1st.

Andy

--

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



**PROPOSED MISSION STATEMENT  
KENT BOARD OF SELECTMEN  
TOWN HALL MANAGEMENT REVIEW**

Whereas, the Town of Kent employee pay structure has evolved piecemeal over several years;

Whereas, this pay structure has evolved with apparent inconsistencies varying from department to department;

Whereas, this endemic inconsistent pay structure has promoted some employee discontent based on perceived disparate treatment;

Whereas, the Board of Selectmen have discussed various strategies to reconcile the disparities none of which have been favorably received by town employees.

In consideration of the above, a management review will be undertaken by an independent outside consultant who will be charged as follows:

1. Assess the several departments within the town government structure
  - a. Identify any duplication of responsibilities either within departments or between departments.
  - b. Assess 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 law and mandates.
  - c. Clarify role of “assistants” and “clerks” and any functions that are supportive to the department heads.
  - d. Identify the level of support (i.e., weekly hours) necessary to support department head.
2. Provide comparative analysis of hourly pay rates and annual pay for assistants/clerks
  - a. Review and recommend any adjustments needed for assistants to alleviate disparate treatment.
  - b. Assess the appropriate hourly pay rates for the support functions in the various departments recognizing that some department functions might require a higher or lower skill level for optimum job performance.
  - c. Assess whether some assistant/clerk support function require or can benefit from State certification and whether such certification should affect relative pay structure.
3. Recommend pay structure going forward for the 2019-2020 budget cycle.
  - a. Evaluate whether any training or certification for assistants is a necessary and productive tool for effectively managing town government.
4. Recognize that the *primary goals* of this study are:
  - a. Identify pay and organizational disparities that are based on historical evolution but have no other functional basis and can be reconciled in a meaningful and rational manner;
  - b. Maintain the overall current budget for operating town hall functions.

# Kent Park and Recreation

Lesly Ferris, Director

P.O. Box 678

41 Kent Green Boulevard

Kent, CT 06757-0678

Telephone 860-927-1003

Fax 860-927-1313

parkandrec@townofkentct.org

www.kentctparkandrecreation.com

To: Board of Selectmen

From: Lesly Ferris



Date: April 17, 2018

Re: Proposed Tobacco-Free Facilities Policy

The Kent Park and Recreation Commission at its April 16, 2018 monthly meeting voted 5-1 to recommend to the Board of Selectmen the adoption of a Tobacco-Free Facilities Policy (attached). Please note this action follows receipt of correspondence from the Northwestern Connecticut Partnership for Tobacco Free Communities that First Selectman Bruce Adams shared with the commission (attached).

The commission and I appreciate your consideration of this proposed policy that would apply to Kent Common Park and Emery Park.

Thank you.

**Kent Park and Recreation**

**PROPOSED**

**Tobacco-Free Facilities**

No person shall use tobacco products on town-owned parkland, specifically Emery Park and Kent Common Park.

**Compliance Procedures**

The emphasis on enforcing the Tobacco-Free park policy is through voluntary compliance:

1. Signs will be posted at appropriate town-owned parks.
2. Town staff will make periodic observations of activity sites to monitor compliance.
3. The community, especially facility users, will be noticed of this policy through various communication channels.

**Date of Adoption:**





January 2, 2018

Bruce K. Adams  
Kent Town Hall  
41 Kent Green Blvd

Dear First Selectman Bruce K. Adams,

Litchfield County is noted throughout the state for its beautiful outdoor recreational opportunities, including our public parks, maintained for the enjoyment of our residents and visitors.

More and more cities and towns across the country, including Cornwall, Salisbury, Harwinton, Litchfield, and New Milford in our region of the state, have made the decision to make their parks tobacco-free. Besides decreasing litter and wildfire problems, tobacco-free parks give our residents the opportunity to model healthy behaviors for our children.

Northwestern Connecticut Partnership for Tobacco Free Communities has been awarded a Tobacco Free initiatives grant from the Connecticut Department of Public Health (CT DPH). This grant has enabled us to purchase durable and sustainable tobacco-free signage for use by local parks that wish to adopt or reinforce a tobacco-free policy. These signs are available to your community at no cost, until supplies last. All that is required is proof that you have a formal written tobacco-free policy approved.

We have enclosed a copy of a Tobacco-Free Toolkit for Parks, a helpful resource recently prepared by *Fit Together Litchfield County*. We hope you share our vision that creating a tobacco-free park is a win-win situation for everyone. We encourage you to reach out to our Partnership with questions or to request signage. On behalf of the Partnership, and as the project's advocacy facilitator, I can be reached at (860) 960-7248 or [Joshua.Licursi@McCallCenterCT.org](mailto:Joshua.Licursi@McCallCenterCT.org).

Sincerely,

Joshua Licursi  
Advocacy Facilitator  
Northwestern Connecticut Partnership for Tobacco Free Communities

Abby Peklo  
Project Director  
EdAdvance

Lauren Contorno  
Program Coordinator  
EdAdvance

Joshua Licursi  
Advocacy Facilitator  
McCall Center for Behavioral  
Health

Tim J. LeBouthillier  
Advisory Council  
Director, Community  
Relations and Development,  
Charlotte Hungerford Hospital

Leslie Polito, RN, BSN  
Advisory Council  
Public Health Nurse  
Torrington Area Health  
District



To contact us:

Abby Peklo  
EdAdvance  
PO Box 909  
355 Goshen Road  
Litchfield, CT 06798  
[www.edadvance.org](http://www.edadvance.org)  
p. 860.567.0863  
[peklo@edadvance.org](mailto:peklo@edadvance.org)





**APPENDIX D**

[ FORM OF ]

**MUNICIPAL  
REGIONAL SOLID WASTE AND RECYCLING  
SYSTEM AGREEMENT**

**BETWEEN**

**HOUSATONIC RESOURCES RECOVERY AUTHORITY**

**AND**

**THE TOWN OF KENT, A MUNICIPALITY  
OF THE STATE OF CONNECTICUT**

**FOR THE PROVISION OF MUNICIPAL  
SOLID WASTE DISPOSAL AND RECYCLING SERVICES**

**DATED AS OF \_\_\_\_\_, 2018**

**MUNICIPAL REGIONAL SOLID WASTE AND RECYCLING AGREEMENT  
BETWEEN HOUSATONIC RESOURCES RECOVERY AUTHORITY AND THE TOWN  
OF KENT, A MUNICIPALITY OF THE STATE OF CONNECTICUT FOR THE  
PROVISION OF MUNICIPAL SOLID WASTE DISPOSAL AND RECYCLING  
SERVICES**

**DATED AS OF \_\_\_\_\_, 2018**

**PREAMBLE**

This Agreement, made and dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **HOUSATONIC RESOURCES RECOVERY AUTHORITY**, a regional resources recovery authority created pursuant to the provisions of Chapter 103b of the Connecticut General Statutes with offices located at Old Town Hall, 162 Whisconier Road, Brookfield, Connecticut (hereinafter referred to as "**HRRA**" or the "**Authority**"), and the **Town of Kent** in the State of Connecticut, a municipality and political subdivision of the State of Connecticut (hereinafter referred to as the "**Municipality**"), acting by and through its municipal authority having legal jurisdiction over solid waste management within the corporate limits of the municipality.

**W I T N E S S E T H:**

WHEREAS, pursuant to the provisions of Section 22a220(a) of the Connecticut General Statutes (the "**General Statutes**"), the Municipality is required to make provisions for the safe and sanitary disposal of all solid wastes which are generated within its boundaries; and

WHEREAS, pursuant to the provisions of Section 22a220(f) of the General Statutes, the Municipality is also required to make provisions for the separation, collection, processing and marketing of items generated within its boundaries as solid waste and designated for recycling by the Commissioner of the Connecticut Department of Energy and Environmental Protection ("**DEEP**") pursuant to Section 22a241(b) of the General Statutes; and

WHEREAS, pursuant to the provisions of Section 22a220(g) of the General Statutes, the Municipality is authorized to contract with a regional entity to assist the Municipality to comply with the Municipality's statutory waste disposal obligations; and

WHEREAS, the Authority is a regional entity formed pursuant to Chapter 103b of the General Statutes with the authority to implement a regional solid waste management plan; and

WHEREAS, the Authority and the Municipality are currently parties to (a) a Municipal Waste Disposal Agreement (the "**Existing Municipal MSW Agreement**") as amended from time to time, for the provision of municipal solid waste disposal services complying with the Municipality's statutory waste disposal obligations, and (b) a Municipal Recycling Services Agreement (the "**Existing Municipal Recycling Agreement**") as amended from time to time, for

the provision of recycling services complying with the Municipality's statutory recycling obligations; and

WHEREAS, both the Existing Municipal MSW Agreement and the Existing Municipal Recycling Agreement terminate by their terms on June 30, 2019; and

WHEREAS, the Authority and the Municipality desire to enter into an agreement pursuant to which the Authority will assist the Municipality to comply with the Municipality's statutory waste disposal obligations, including without limitation its obligations with respect to recycling, by creating a new regional solid waste and recycling system effective on July 1, 2019;

NOW THEREFORE, in consideration of the premises and the mutual agreements and undertakings set forth herein, the parties agree as follows:

## **REPRESENTATIONS OF THE PARTIES**

### **A. Representations of the Municipality. The Municipality represents that:**

1. It has an affirmative obligation under Connecticut law (Section 22a-220 (a) of the General Statutes) to make provision for the safe and sanitary disposal of all solid wastes (other than hazardous wastes) generated within its boundaries.

2. It also has an affirmative obligation under Connecticut law (Section 22a-220(f) of the General Statutes) to make provision for the separation, collection, processing and marketing of items generated within its boundaries as solid waste and designated for recycling by the Commissioner of the Connecticut Department of Energy and Environmental Protection ("DEEP") pursuant to Section 22a-241(b) of the General Statutes.

3. It is authorized by Connecticut law (Section 22a-220a(a) of the General Statutes) to provide for and regulate the collection and disposal of garbage, trash, rubbish, waste material and ashes by contract or otherwise.

4. The Municipalities of Bethel, Bridgewater, Brookfield, Danbury, Kent, New Fairfield, New Milford, Newtown, Redding, Ridgefield and Sherman collectively constitute a solid waste planning region (the "HRR Region") for the purposes of the State Solid Waste Management Plan (hereinafter, together with the Connecticut Materials Management Strategy adopted by the Commission of DEEP in July 2016 in accordance with the provisions of Public Act 14-94, collectively called the "Plan").

5. Pursuant to its obligations under Connecticut law (Chapter 446d of the General Statutes), it has determined that the HRR System (hereinafter defined) effectuates and constitutes an integral part of a regional solid waste management plan in conformity with the Plan and the provisions of Chapter 446d.

6. It is authorized by Connecticut law (Section 22a-221 of the General Statutes) to enter into a longterm contract with HRRRA for adequate waste disposal and recycling processing, and pursuant to such law, it is authorized to enter into and perform this Agreement.

7. The Municipality has been advised by HRRRA that the Participating Municipalities (as hereinafter defined), when they shall have executed a Municipal Regional Solid Waste Disposal and Recycling Agreement (as herein defined) with HRRRA, will have agreed that it is in the best interest of each of such Municipalities and HRRRA to dispose of Acceptable Waste and to provide for the separation, collection, processing and marketing of recyclables through the HRRRA System.

8. The Municipality has been advised by HRRRA that the member representatives of HRRRA have reviewed the provisions of this Agreement and have voted to recommend its approval and its execution.

9. The Municipality has received and reviewed such matters and such information as it considers necessary or appropriate for such execution and has taken such action as is required or necessary, acting pursuant to its charter and/or General Statutes or Special Act to cause this Agreement to be binding on it and enforceable as to its terms.

**B. Representations of the Authority.** The Authority represents that:

1. The Authority is a regional resources recovery authority established pursuant to the provisions of Chapter 103b of the General Statutes with the authority to implement a regional solid waste management plan, consistent with the Plan, and in connection therewith to: (a) make plans, surveys, investigations and studies necessary and desirable in a furtherance of a regional solid waste management plan; (b) make provisions for the management of a regional solid waste management plan; (c) contract with the Participating Municipalities and with third party vendors to provide for the disposition of municipal solid waste and the collection, processing and marketing of items designated for recycling; and (d) do all things necessary for the conduct of a comprehensive program for solid waste disposal, resources recovery and for solid waste management services in accordance with law.

2. By entering into this Municipal Regional Solid Waste and Recycling System Agreement, HRRRA is assisting the Municipality to comply with the Municipality's statutory waste disposal and recycling obligations as contemplated in Section 22a-220(g) of the General statutes.

## **ARTICLE I**

### **Section 1.01. General Definitions and Construction.**

As used in this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- a) The terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular and the feminine as well as the masculine.
- b) All other terms used herein which are defined in the Winters Bros. Agreement either directly or by reference therein, have the meanings assigned to them therein.
- c) The words “herein”, “hereof” and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

**Section 1.02. Definitions**

- a) **"Municipal Regional Solid Waste and Recycling System Agreement"** means this Agreement and any agreement substantially similar in form and substance entered into by and between HRRRA and any of the member municipalities of HRRRA.
- b) **"Participating Municipalities"** means the municipalities that have entered into a Municipal Regional Solid Waste and Recycling System Agreement with HRRRA.
- c) **"Winters Bros. Agreement"** means the Regional Solid Waste and Recycling System Agreement between HRRRA and Winters Bros. Transfer Stations of CT, LLC, dated as of January 11, 2018.
- d) **"HRRRA Program"** means the services performed by HRRRA to develop, operate and manage an efficient and economical regional solid waste management and resources recovery program for the acceptance, transportation and disposal of municipal solid waste and collection, processing and sale of items designated for recycling, including but not limited to the services to be performed by HRRRA pursuant to this Municipal Regional Solid Waste and Recycling System Agreement and the Winters Bros. Agreement and such other solid waste services as may be necessary or convenient to support a comprehensive solid waste management program pursuant to the provisions of Chapters 103b and 446d of the General Statutes.
- e) **"HRRRA System"** means the solid waste and recycling services to be provided by HRRRA to be provided pursuant to the Winter Bros. Agreement, which Winters Bros. Agreement provides, among other things, that WB will, at its sole cost and expense:
  - 1) accept all Municipal Solid Waste (also referred to herein as “MSW”) generated within the HRRRA Region and delivered to the Newtown Transfer Station, the Ridgefield Transfer Station or the Danbury Transfer Station by Collectors;
  - 2) operate the Transfer Stations, the Danbury Recycling Facility and the MRF in a manner that complies with all applicable federal, state and local statutes, regulations

and governmental orders and transport to the Danbury Transfer Station all MSW delivered to the Newtown Transfer Station and the Ridgefield Transfer Station;

- 3) enter into agreements with resources recovery facilities or out-of-state solid waste landfills, all of which must be fully permitted, licensed and operated in accordance with all applicable federal, state and local statutes, regulations and governmental orders, which agreements must provide WB with sufficient MSW disposal capacity to dispose of all HRRR MSW delivered to the Transfer Stations by the Collectors;
- 4) in entering into agreements with resources recovery facilities and out-of-state landfills, conform to the DEEP solid waste management "hierarchy" set forth in the Plan and therefore dispose of the HRRR MSW at a resources recovery facility if such is available to WB at the time of disposal and dispose of HRRR MSW at a landfill only if a resources recovery facility is not so available;
- 5) transport all HRRR MSW from the Danbury Transfer Station to an appropriate resources recovery facility or out-of-state landfill;
- 6) accept all HRRR Recyclable Materials delivered to the Danbury Recycling Facility or the MRF and process and market for sale the Products of the HRRR Recyclable Materials;
- 7) transport to the MRF from the Danbury Recycling Facility such of the HRRR Recyclable Materials as were delivered by Collectors to the Danbury Recycling Facility and are not marketed and sold by WB directly from the Danbury Recycling Facility; and
- 8) dispose of the Residue in accordance with all applicable federal, state and local statutes, regulations and governmental orders.

## **ARTICLE II**

**Section 2.01. System to be Provided.** HRRR will cause the HRRR System to be operated in accordance with the Winters Bros. Agreement.

**Section 2.02. HRRR to Provide Registration Services.** HRRR hereby undertakes to accept on behalf of the Municipality the registrations of Collectors operating within the jurisdictional boundaries of the Municipality, to collect such information from the Collectors, both as required by Section 22a-220a(d) of the General Statutes, and to make such reports to DEEP, as required by law, with copies to the Municipality.

**Section 2.02. HRRR to Provide Data.** HRRR shall provide, or cause to be provided, to the Municipality sufficient data from the HRRR System, to the extent such data is available from WB, the various Collectors and other Participating Municipalities, from which the Municipality can satisfy its statutory reporting requirements in a timely manner, and HRRR hereby undertakes to make such statutory reports on behalf of the Municipality.

## **ARTICLE III**



**Section 3.01. The Responsibilities of the Municipality to Arrange for Collection of Acceptable Solid Waste.**

a) **Collection Requirements.** The Municipality shall be responsible for the collection for delivery to the HRRRA System of the Acceptable Solid Waste collected within its boundaries and may license or contract with one or more Collectors to satisfy such responsibility. The Municipality, by contract, ordinance or other legally enforceable instrument, shall require any Collector or other agent or employee responsible for such collection and/or delivery of Acceptable Waste, among other things, to (a) conform with all provisions of law, (b) use only equipment compatible with the efficient operation of the Transfer Stations, the Danbury Recycling Facility and the MRF, as applicable, which equipment shall be subject to the reasonable approval of the operator of the Transfer Station, (c) be responsible for all costs relating to the delivery by it to the HRRRA System of materials other than Acceptable Solid Waste, and (d) provide to the Municipality and to HRRRA or WB a suitable performance bond, letter of credit or cash security to insure the performance of its obligations hereunder.

b) **Registration of Collectors.** The Municipality acknowledges its statutory obligation as set forth in Section 22a-220a(d) of the General Statutes to register Collectors operating within its jurisdictional boundaries and hereby designates HRRRA as its agent to accept such registrations and authorizes HRRRA to (i) collect on behalf of the Municipality any and all registration fees the Municipality may set and charge to Collectors from time to time, (ii) to the extent permitted by law, suspend the registration of any Collector in default of its obligation to pay MSW Tip Fees or Recyclables Tip Fees in accordance with the provisions of the Winters Bros. Agreement, and (iii) collect all information from the Collectors required by law and as also may determined to be helpful by HRRRA from time to time in connection with HRRRA's performance of the HRRRA program.

c) **Requirements Regarding Waste.**

1) The Municipality shall cause (A) all MSW and Recyclable Materials generated in any municipal buildings or other municipal facilities, including without limitation, schools, parks and other public gathering places, to be delivered to the HRRRA System, and (B) all solid waste at any time delivered directly or indirectly to the HRRRA System by it or on its behalf by Collectors to comply with the requirements of this Agreement and the Winter Bros. Agreement.

The Municipality shall deliver or cause to be delivered only Acceptable Solid Waste to the System, and to do so in a clean, orderly and safe manner. If the Municipality fails to cause such deliveries of solid waste to be undertaken in such a manner, the Municipality agrees promptly, at its sole cost, to remedy such failure if it delivered the solid waste to the System directly, or to cause its designated Collector to remedy such failure by such Collector. The Municipality agrees to adhere and to cause all Collectors operating on its behalf to adhere to reasonable safety rules and regulations as made known to the Municipality by HRRRA or WB at all times when vehicles and/or personnel of the Municipality or of Collectors are on the premises of the Transfer Stations, the Danbury Recycling Facility and/or the MRF.

2) HRRRA and the Participating Municipalities shall have the right upon reasonable notice to the Collectors to designate certain highway routes within the vicinity of the Transfer Stations and the White Street Facilities to be used by the Collectors to deliver Acceptable Solid Waste to the Transfer Stations the White Street Facilities. The Municipality agrees to cause its Collectors to utilize only those designated routes which shall constitute reasonably direct access to the Transfer Station and the White Street Facilities and shall avoid and shall cause its Collectors to avoid residential streets to the maximum extent possible.

3) The Municipality agrees to deliver and to cause its Collectors to deliver Acceptable Solid Waste only during the Transfer Stations' scheduled delivery days and hours unless modified in writing by HRRRA. There shall be no deliveries accepted at other hours unless agreed upon in advance by the parties hereto; provided, however, HRRRA shall use reasonable efforts to cause WB to accept deliveries at other hours in the event that extreme weather conditions have prevented the Municipality from making routine deliveries as contemplated herein.

4) The Municipality shall cause all vehicles used for deliveries of Acceptable Solid Waste to the Transfer Stations, the Danbury Recycling Facility and the MRF to be in safe and clean condition, and in good repair. The Municipality shall cause the use of only vehicles with the capability of mechanically dumping directly into the tipping floors of the Transfer Stations, the Danbury Recycling Facility or the MRF, and which have a capacity of three (3) tons or more. Such vehicles shall bear identification as may be reasonably acceptable to HRRRA and WB.

**Section 3.02. Other Municipal Statutory Obligations.** The Municipality acknowledges its understanding that it may have statutory obligations with respect to solid waste disposal beyond those contemplated under this Agreement, and that such obligations are not the responsibility of HRRRA hereunder.

## **ARTICLE IV**

### **Section 4.01. Pricing and Payment System.**

1. **Generally.**
  - a. The costs and expenses of operating the HRRRA System will be the sole responsibility of WB, and WB's sole compensation for such operation will be from the collection of the MSW Tip Fee, the Recyclables Tip Fee and the Other Acceptable Solid Waste Tip Fee charged to Collectors at the time of delivery of HRRRA MSW, HRRRA Recyclable Materials and HRRRA other Acceptable Solid Waste.
  - b. As its sole consideration for its services and expenditures hereunder HRRRA will accept:
    - i. Certain HRRRA Program Fees payable to it by WB as set forth in the Winters Bros. Agreement, and

- ii. Such of the Collectors' registration fees collected by HRRRA, as set forth in Section 3.01(b) of this Agreement, as may be authorized by the Municipality from time to time to be retained by HRRRA, if any.

**2. Recording Tonnage.**

a. The Transfer Stations, the Danbury Recycling Facility, the MRF and the White Street Facilities shall utilize and maintain motor truck scales to weigh all vehicles delivering Acceptable Solid Waste to them. Each vehicle shall be weighed inbound and outbound, indicating gross weight, tare weight, time and truck identification on a weight record. WB shall at its own cost and expense, provide and install a fully integrated scale house computer system for monitoring and recording the information required to be provided pursuant to this Agreement with respect to HRRRA MSW, HRRRA Recyclable Materials and HRRRA Other Acceptable Waste received, accepted, rejected or diverted by WB at the Transfer Stations, the White Street Facilities and the MRF (the "Computer System"). The Computer System shall consist of a central processing unit at WB's White Street Facilities, a local terminal at each of the Transfer Stations, the White Street Facilities and the MRF capable of recording the information required by this Agreement, and a terminal at the HRRRA offices with the capability of accessing and reading out any information or data in the Computer System and entering into the Computer System data concerning the permit and registration status of Collectors, both on a real time basis. WB shall design and select the Computer System, after consultation with HRRRA. The Computer System shall be operational, after appropriate testing, with respect to the central processing unit, the HRRRA terminal and the terminals in the Transfer Stations, the White Street Facilities and the MRF, no later than the Effective Date. Such records shall be used by WB as a basis for calculating monthly and yearly deliveries made by the HRRRA and each Participating Municipality.

b. The HRRRA System shall maintain records of the tonnage delivered on behalf of each Participating Municipality and accepted at the Transfer Station, the Danbury Recycling Facility, the MRF and the White Street Facilities each day and copies of all of the weight tickets will be retained for a period of not less than two (2) years. The Municipality shall have the reasonable right to review such weight tickets during the HRRRA System's normal business hours upon advance notice to WB and HRRRA of the Municipality's desire to conduct such a review, and in such a manner as to not interfere with the HRRRA System's orderly operation. In addition, copies of such weight tickets shall be attached to WB's monthly reporting to HRRRA and the Municipality.

c. The Municipality or its authorized representative shall also have the right, at its sole expense, to test the accuracy of the truck scales at the Transfer Station, provided that such tests are made at reasonable times and upon prior written notice, and do not in any way interfere with the orderly operation of the Transfer Station. HRRRA commits to cause WB to adjust the accuracy of the truck scales at WB's sole expense within fifteen (15) days of the date upon which such truck scales may be determined to be materially inaccurate.

**Section 4.02. Limitation on Responsibility of the Authority.**

HRRA shall not be liable to the Municipality for any failure of WB to perform pursuant to the provisions of the Winters Bros. Agreement, or of any other third party vendor selected by HRRA to provide services contemplated hereunder, provided however, that the Municipality shall be able to assert claims for damages and/or specific performance resulting from any such non-performance directly against WB or such other third party vendors.

## **ARTICLE V**

**[Section 5.01. Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, which the parties are unable to resolve themselves shall be finally settled by arbitration ("Arbitration") in accordance with this Section 5.01 and (except to the extent inconsistent with the express provisions of this Section) the Arbitration Rules of the American Arbitration Association ("AAA"), by a three-person arbitration panel.

1. In the event the dispute is solely between HRRA and the Municipality, the party seeking arbitration shall give notice thereof and of the issues it wishes arbitrated, and shall designate an arbitrator in such notice. The other party shall designate its arbitrator, and any additional issues it wishes arbitrated in the same proceeding, within thirty (30) days after receipt of such notice. The two arbitrators so selected shall agree upon a third arbitrator within fifteen (15) days thereafter. If a second arbitrator has not been designated within the thirty (30) day period provided therefore, the first arbitrator may unilaterally designate a second arbitrator and such two arbitrators shall constitute the arbitration panel. If the arbitrators selected by each of the parties cannot agree upon a third arbitrator, they shall request the Regional Director of the AAA to designate the third arbitrator.

2. In the event the dispute involves not only HRRA and the Municipality, but also any of WB or other Participating Municipalities with respect to either or both the Winters Bros. Agreement and the Municipal Regional Solid Waste and Recycling System Agreements executed by other Participating Municipalities, HRRA and the Municipality consent to the participation of all such parties, as parties to the Arbitration, in a single Arbitration, in which case, the three member panel of arbitrators (all of which shall be neutral) shall be selected by AAA. The party or parties seeking such arbitration shall notify the other party or parties thereof and the issues it or they wish arbitrated, and shall notify AAA of the Arbitration and request that the Regional Director of AAA select a panel of three neutral arbitrators as follows. AAA shall distribute to the parties a suitable list of potential neutral panel members, and the parties shall, within thirty (30) days notify AAA of any persons on the list who are not acceptable because of valid claims of lack of neutrality. AAA shall select the three panel members from those persons not rejected for cause.

The arbitration panel may, with the consent of the parties, agree on such modifications to or exceptions from the Arbitration Rules of the AAA as the panel may deem appropriate. The award of the arbitrators shall be in writing and shall include written findings of fact to the extent the arbitration required the resolution of factual disputes

The agreement to arbitrate disputes as provided in this Agreement shall be specifically enforceable in any court having jurisdiction.

No individual who is, or has at any time been, an officer, employee or consultant of either party shall be an arbitrator without the express written consent of both parties.

All arbitration proceedings, other than those in which WB is a party, shall be held in Danbury, Connecticut or such other locations as all of the parties to the arbitration proceeding in question shall agree; all arbitration proceedings in which WB is a party shall be held in Hartford, Connecticut or such other locations as all of the parties to the arbitration proceeding in question shall agree.

The arbitrators shall determine a fair and equitable allocation of the reasonable fees and expenses of each party incurred in connection with any Arbitration hereunder, and such allocation shall be binding upon the parties. Each party submits to the jurisdiction of the arbitrators appointed in accordance herewith. The determination of the arbitrator shall be final and binding upon the parties and may be entered in any court having jurisdiction.

Each party agrees to specifically call to the attention of the arbitrators the provisions of Section 4.02 as each party intends for Section 4.02 to limit its liability in an arbitration proceeding.]

## **ARTICLE VI MISCELLANEOUS**

**Section 6.01. Binding Effect of Agreement.** This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and their respective successors and assigns.

**Section 6.02. Entire Agreement.** The provisions of this Agreement shall constitute the entire agreement between the parties with reference to their obligations to each other relating to the Program.

**Section 6.03. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 6.04. Notices.** All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid if to HRRA, to Old Town Hall, 162 Whisconier Road, Brookfield, Connecticut 06804, Attention: Executive Director, and if to the Municipality, to Kent Town Hall, 41 Kent Green Blvd, Kent, CT 06757, Attention: First Selectman, or to such other address as the party to whom the notice is directed shall have notified the other party in advance in writing.

**Section 6.05. Law Governing Construction of Agreement.** The law of the state of Connecticut applicable to contracts made and to be performed in such State shall govern the construction of this Agreement.



**Section 6.06. Term.** This Agreement shall be effective upon the entering into a Municipal Regional Solid Waste and Recycling System Agreement by the HRRRA and a sufficient number of Participating Municipalities such that the Winters Bros. Agreement becomes binding on the parties thereto according to its terms, provided however, that this Agreement cannot be implemented prior to its approval by the Connecticut Commissioner of the Department of Energy and Environmental Protection as contemplated in Section 22a213(a) of the General Statutes. The Agreement shall continue in effect until the earlier of (a) the termination of the Winters Bros. Agreement, or (b) the end of business on June 30, 2029.

**Section 6.07. Insurance.** HRRRA and the Municipality shall require all parties with whom either enters into a contract or who otherwise perform services contemplated or required under this Agreement on behalf of either of them, to provide adequate insurance covering the contracting party's total operation as it relates to either HRRRA or the Municipality, as applicable, which coverage shall include HRRRA and each of the Participating Municipalities as additional insureds. Such coverage shall include but not be limited to general liability, automotive liability, excess liability, worker's compensation and employer's liability in amounts reasonably deemed adequate by HRRRA for parties with whom it contracts or who otherwise perform services for it and by the Municipality for parties with whom it contracts or who otherwise perform services for it.

**Section 6.08. Prohibition on Termination.** HRRRA shall not permit the Municipality to terminate this Agreement, and no Participating Municipality shall be permitted to terminate its Municipal Regional Solid Waste and Recycling System Agreement with HRRRA so long as HRRRA has any obligation under the Winters Bros. Agreement.

**Section 6.09. Amendment.** This Agreement may not be amended or modified except in writing, signed by both parties hereto.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement by causing its name to be subscribed by its chief executive officer and in the case of the Municipality its official seal to be impressed upon and attested to by its Town Clerk or City Clerk, all being done as of the day and year first above written.

ATTEST: (SEAL)

[KENT]

\_\_\_\_\_  
Darlene F. Brady, Town Clerk

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

**HOUSATONIC RESOURCES  
RECOVERY AUTHORITY**

By: \_\_\_\_\_  
Rudolph Marconi, Chairman HRRA



**FFY 2017 STATE HOMELAND SECURITY GRANT  
PROGRAM Region 5 MEMORANDUM OF AGREEMENT**




**Data Sheet**

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

**THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY**

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

<b>Town Information:</b> 	
<b>Person Completing Document:</b>	Bruce Adams
<b>Municipality Name:</b>	Kent
<b>Town CEO Name:</b>	Bruce Adams
<b>Town CEO Title (ie. Mayor):</b>	First Selectman

**\*Municipality Name - Municipalities can enter the name as either the long or short name, for example: enter name as either "New Haven" or "City of New Haven"**

<b>Point of Contact Information:</b> 	
<b>POC Name &amp; Title:</b>	Bruce Adams- First Selectman
<b>Address:</b>	41 Kent Green Blvd Kent, CT 06757
<b>Email:</b>	firstselectman@townofkentct.org
<b>Phone:</b>	860-927-4627
<b>Fax:</b>	860-927-1313





2017 HSGP Omnibus MOA

**FFY 2017 STATE HOMELAND SECURITY GRANT  
PROGRAM Region 5 MEMORANDUM OF AGREEMENT  
CHECKLIST**



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

## 1. Instructions for: \_\_\_\_\_

Received by: \_\_\_\_\_

**For the MOA:**

- ☐ A municipal point of contact been identified in Part III, Section L.
- ☐ The Chief Executive Officer has signed and dated the agreement.
- ☐ The Chief Executive Officer's name and title has been typed in the space provided.

☐ **Authorizing Resolution Attached**

The Blanket Resolution Template includes the recommended language for the resolution. If you do not use this template, the resolution must reference the FFY 2017 Homeland Security Grant Program. No other resolutions will be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2017 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

Once complete, mail the complete MOA package to: Rick Lynn, Executive Director, Northwest Hills Council of Governments, 59 Torrington Road, Suite A-1, Goshen, CT 06756

## 2. Instructions for the Northwest Hills Council of Governments

Received by: \_\_\_\_\_

**Review and Signature**

- ☐ The Chief Executive Officer has signed and dated the agreement.
- ☐ The Chief Executive Officer's name and title has been typed in the space provided.
- ☐ The Region 5 REPT Chair has signed and dated the agreement.
- ☐ The Region 5 REPT Chair's name has been typed in the space provided.
- ☐ All of the items listed on this checklist have been completed and are correct.

Once complete please contact your DESPP/DEMHS Program Manager to schedule a MOA review meeting.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2017 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

**DUE DATE: February 2, 2018**



# MEMORANDUM OF AGREEMENT

## REGARDING USE OF FEDERAL FISCAL YEAR 2017 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 5

### I. AGREEMENT REGARDING THE USE OF FEDERAL HOMELAND SECURITY GRANT FUNDS TO SUPPORT REGIONAL SET-ASIDE PROJECTS

#### A. Introduction

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

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of Kent, the Northwest Hills Council of Governments (Fiduciary) and the Region 5 Regional Emergency Planning Team (Region 5 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2017 State Homeland Security Grant Program (SHSGP), Award No. EMW-2017-SS-00063. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Coordinating Council, now known as the DEMHS Advisory Council, has approved the allocation formula for grant funds available under the SHSGP;
4. DESPP/DEMHS is retaining pass-through funds from 2017 SHSGP in the total amount of \$1,473,804 on behalf of local units of government, for the following six regional set-aside projects designed to benefit the state's municipalities:
  - a. Expand Regional Collaboration;
  - b. Connecticut Intelligence Center/Fusion Center/Critical Infrastructure;
  - c. CBRNE Detection;
  - d. Metropolitan Medical Response System;
  - e. Citizen Corps. Program; and
  - f. Medical Preparation and Response
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 5 including Kent – has created, and established bylaws for, the Region 5 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 5.
6. Kent is eligible to participate in those Federal Fiscal Year 2017 SHSGP regional allocations made through the Region 5 REPT and not included in the set-aside projects, in the amount of \$353,659 for Region 5 which will be made available to the jurisdictions in Region 5 in the manner recommended by the Region 5 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.

#### B. Purpose of Agreement

The SAA and KENT enter into Part I of this MOA authorizing the SAA to act as the agent of KENT and allowing the SAA to retain and administer grant funds provided under 2017 SHSGP for the six regional set-aside projects listed above, and also for The Northwest Hills Council of Governments to provide the financial and programmatic oversight described below.

#### C. SAA and KENT Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,473,804 in furtherance of the six regional set-aside projects listed above.

KENT agrees to allow the SAA to provide financial and programmatic oversight of the \$1,473,804 for the purpose of supporting the allocations and uses of funds under the



2017 SHSGP consistent with the 2017 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. KENT agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the six regional set-aside projects listed above.

**D. Northwest Hills Council of Governments & KENT Responsibilities.**

KENT also agrees to allow the Northwest Hills Council of Governments to provide financial and programmatic oversight of the Federal Fiscal Year 2017 regional allocation not included in the six regional set-aside projects in the amount of \$353,659 targeted to member municipalities in DEMHS Region 5 and recommended through the Region 5 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 5 REPT and DEMHS.

**II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS**

**A. Introduction**

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

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of KENT, the Northwest Hills Council of Governments (Fiduciary), and the DEMHS Region 5 Regional Emergency Planning Team (Region 5 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. KENT has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of KENT, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
4. The parties also agree that KENT may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2017 grant funds, as approved by the Region 5 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 5 REPT.
5. The Region 5 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. The Northwest Hills Council of Governments (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 5 for Federal Fiscal Year 2017.

**B. Purpose.**

DESPP/DEMHS, the Region 5 REPT, Northwest Hills Council of Governments (Fiduciary), and KENT, enter into Part II of this MOA regarding asset(s) for which KENT agrees to be the custodial owner, and which are described in the approved 2017 Subgrant Application and will be added to this MOA as Appendix A.

**C. Agreements and Responsibilities of the Parties.**

**1. Definitions.**

As used in this MOA:

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

**2. Responsibilities of DESPP/DEMHS and Northwest Hills Council of Governments (Fiduciary)**

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

### 3. Appendix A.

The parties agree that decisions regarding the placement of regional assets in KENT may be made after the execution of this agreement and that Appendix A shall be completed accordingly. KENT agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that Appendix A must be signed by the DEMHS Deputy Commissioner, the chair of the Region 5 REPT, and the Chief Executive Officer, or his/her designee, of KENT.

### 4. Responsibilities of Custodial Owner

- KENT understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) which will be added to Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, KENT agrees:
- To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
  - To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of KENT's municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
  - To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DESPP/DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DESPP/DEMHS;
  - To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
  - To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DESPP/DEMHS as requested;
  - To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DESPP/DEMHS as requested.
  - To maintain all necessary insurance regarding the asset(s) and their use;
  - To cooperate with any state or federal audit of the asset(s) and/or their use;
  - To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
  - That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
  - That all maintenance and operations of the asset(s) by KENT shall conform to the manufacturer's recommendations. If appropriate, KENT shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of KENT performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

### 5. Responsibilities of the REPT.

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

**6. Assignment of Asset(s).**

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

**III. GENERAL TERMS OF AGREEMENT APPLICABLE TO ALL PARTS OF THIS MEMORANDUM OF****jA. Effective Date.**

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

**B. Authority to Enter Agreement.**

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

**C. Duration of Agreement.**

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by the SAA, giving KENT written notice of such intention at least thirty (30) days in advance.

Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

**D. Amendment of the Agreement.**

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

**E. Litigation.**

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

**F. State Liability.**

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

**G. Audit Compliance.**

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

**H. Lobbying, Debarment, and Suspension.**

KENT commits to compliance with the requirements under 28 CFR Part 66 (Uniform Administrative Requirements for Grants to States); 28 CFR Part 69, New Restrictions on Lobbying; 28 CFR Part 67, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug Free Workplace (Grants); Office of Management and Budget (OMB) Circular A-87, addressing cost principles for grants to state and local governments; 28 CFR Part 70 (Common Rules for Administrative Requirements for Grants to Non-Profits); OMB Circulars A-122 and A-21 addressing Cost Principles for Grants to Non-Profit Entities and requirements included in the Department of Homeland Security Office of Grants and Training Financial Guides.

**I. Executive Orders.**

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree and abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. KENT agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This contract is also subject to the provision of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 adopting a zero tolerance policy for workplace violence, and as such, this contract may be cancelled terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part thereof. The parties agree to abide by such Executive Order.

The contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

**J. Non-Discrimination Clause.**

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

For purposes of the section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this section, "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway, or other changes or improvements in real property, or which is financed in whole or in part by the State, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

The Town agrees and warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group or persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the

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

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

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

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

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

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

**K. Non-discrimination on the Grounds of Sexual Orientation.**

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



union or workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

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

**L. Points of Contact.**

1. The Point of Contact for the SAA	
Name & Title: Deputy Commissioner William J. Hackett	
Address: 1111 Country Club Road, Middletown, CT 06457	
Emails: william.j.hackett@ct.gov and rita.stewart@ct.gov	Phone: 860-685-8531 Fax: 860-685-8902
2. The Point of Contact for TOWN OF KENT (Please fill in the following fields)	
Name & Title: Bruce Adams	
Address: 41 Kent Green Blvd	
Email Address: firstselectman@townofkentct.org	Phone: 860-927-4627 Fax: 860-927-1313

**M. Other provisions.**

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or KENT. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the dates written below:

**THE** TOWN OF KENT

By:

Its Chief Executive Officer  
Duly Authorized  
Typed Name &  
Title: \_\_\_\_\_

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

**The Northwest Hills Council of Governments**

By:

Its Chief Executed  
Officer Duly  
Authorized  
Typed Name \_\_\_\_\_

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

**2017 HSGP Omnibus MOA THE Region 5 REGIONAL EMERGENCY PLANNING**

**TEAM By:**

Date: Its Chair  
Duly Authorized  
Typed Name:

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/  
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

By: William J. Hackett  
Duly Authorized

Date:



## TOWN OF KENT

### Request for Financial Grant

This document is a formal request for a financial Grant from the Town of Kent, CT. Approval for any grants is at the sole discretion of the Board of Selectmen.

**Grant request must be submitted on a timely basis.** Request for the fiscal year beginning July 1 of the following year must be submitted no later than January 15 of the current fiscal year. Please submit request (including all required documentation) to the Selectmen's office either in person or by mail at the address below.

RECEIVED FOR RECORD  
KENT TOWN CLERK

2018 MAY -3 P 3:59

BY  
TOWN CLERK

Organization:
Date of Request:
Is this request timely? Yes No (If no, please explain circumstances justifying late consideration)
Amount Requested (USD\$):
Briefly describe purpose of Grant (Add more detail below):
Prior Year Grant if any:
Change of condition since last Grant:
Required Supporting Documents: <ul style="list-style-type: none"><li>• Financial Statement</li><li>• Current P &amp; L</li><li>• Statement of Accounts Receivable</li><li>• Prior year Audited Financial Statement if Available</li></ul>



## TOWN OF KENT

Please explain in detail the need for this grant: Use additional page if necessary.

RECEIVED FOR RECORD  
KENT TOWN CLERK

2018 MAY -3 P 4: 00

BY

*D. Dralley*  
TOWN CLERK

Name, Title, and Signature of individual authorized to make grant request: