



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

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## SIMSBURY BOARD OF SELECTMEN

Main Meeting Room – Simsbury Town Hall – 933 Hopmeadow Street, Simsbury

Regular Meeting – February 11, 2019 – 6:00 p.m.

### PLEDGE OF ALLEGIANCE

### PUBLIC AUDIENCE

### PRESENTATIONS

- a) Sidewalk and Curb Ramp Assessment and Upgrades Evaluation
- b) Flower Bridge/One Old Bridge Road Park Update
- c) Sustainable CT Program

### FIRST SELECTMAN'S REPORT

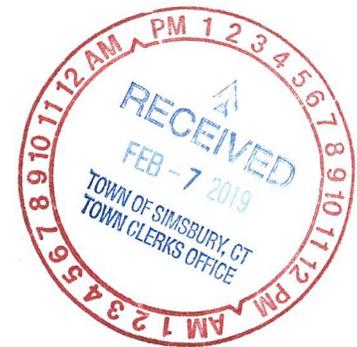
### TOWN MANAGER'S REPORT

### SELECTMEN ACTION

- a) Tax Refund Requests
- b) Proposed Donation from Simsbury Farms Men's Club
- c) 2019 CT DOT and Yale New Haven Fitting Station Grant
- d) 2019 Distracted Driving High Visibility Enforcement Grant
- e) Simsbury Meadows Performing Arts Center Operating Agreement Amendment Request

### APPOINTMENTS AND RESIGNATIONS

- a) Proposed Appointment of Tom Earl to the Economic Development Commission
- b) Proposed Appointment of Susan Masino and Timothy Walczak to the Connecticut Forest and Park Association Trail Stewardship Council
- c) Proposed Appointment of Pastor Gene Ott to Community for Care



**REVIEW OF MINUTES**

- a) Regular Meeting of January 28, 2019

**SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS**

- a) Personnel
- b) Finance
- c) Welfare
- d) Public Safety
- e) Board of Education

**COMMUNICATIONS**

- a) Memo from M. Capriola re: HB5254 – An Act Establishing a Pilot Program Authorizing Municipalities to Impose a Buyer’s Conveyance Fee on Real Property to Fund the Purchase and Stewardship of Open Space, dated February 6, 2019 and Letter from Fred Feibel, President of Simsbury Land Trust re: Town of Simsbury’s Endorsement for “Municipal Open Space Funding Bill,” dated January 31, 2019

**ADJOURN**

***Pursuant to §CGS 1-200(2) the Board of Selectmen and staff will meet to discuss strategy and negotiations with respect to collective bargaining for the unit represented by IBPO.***



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Sidewalk and Curb Ramp Assessment and Upgrades Evaluation
2. **Date of Board Meeting:** February 11, 2019
3. **Individual or Entity making the submission:**  
Maria E. Capriola, Town Manager; Thomas J. Roy, Director of Public Works  
*Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**  
No formal action is needed at this time. This presentation is informational.

5. **Summary of Submission:**

Over the past year the Town has been working with Beta Group, a multi-disciplinary consulting engineering firm, to evaluate our existing sidewalk inventory and establish a long term maintenance program for replacement of our aging sidewalks. As part of this program, Beta has evaluated our sidewalk ramps for ADA compliance and is developing an ADA Transition Plan that will be used to bring our sidewalks into compliance with ADA regulations. The attached memo provides more specific information on our sidewalk program.

On January 9, 2017, Chapter 137-3, Article I (Sidewalk Maintenance) of our Code of Ordinances was updated as follows:

*"When continuous sidewalks fronting properties with different owners need replacement or resurfacing, the Board of Selectman may undertake such work as part of the Town's maintenance or capital replacement work."*

Based on this ordinance revision it is critical for the Town to have a good understanding of the financial resources needed to repair and maintain our sidewalk infrastructure, as well as to have a good working inventory of the current conditions of our sidewalks so repairs can be planned and executed in a thoughtful manner based on level of need and disrepair.

Presenting this evening is Tony Garro, Sr. Vice President from the BETA Group and Public Works Director Tom Roy.

**6. Financial Impact:**

Ultimately this evaluation will assist in establishing needed operating and capital budgeting resources to adequately repair and maintain our existing sidewalk and ramp infrastructure.

The current year capital budget has \$250,000 allocated for sidewalk repairs and maintenance. To bring our existing sidewalk infrastructure to a good condition, \$1.55M is needed. The attached demonstrates a sample capital funding plan over the next seven years. Thereafter, the annual cost for maintaining our sidewalks in good condition will be reduced; that cost analysis is still underway but will be available Monday evening.

It is estimated to cost \$1.1M to bring all of our sidewalk ramps into compliance with current ADA regulations. The attached demonstrates a sample capital funding plan over the next fifteen years for this purpose.

Our proposed implementation strategy is to replace approximately 1 mile of sidewalks and associated curb ramps over the next seven years and then move our focus over the next eight years to upgrade the remaining non-compliant curb ramps.

**7. Description of Documents Included with Submission:**

- a) Summary of Sidewalk Evaluation Results, from T. Roy, dated February 6, 2019
- b) Chapter 137, Article I, Sidewalk Maintenance Ordinance



# Town of Simsbury

66 TOWN FOREST ROAD, SIMSBURY, CONNECTICUT 06070

~ Department of Public Works ~

## **Memorandum: Simsbury Sidewalk Condition and Replacement Program**

**To:** Maria Capriola, Town Manager  
**From:** Thomas J. Roy, PE - Director of Public Works  
**Date:** February 6, 2019

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Following the town's amendment to our sidewalk ordinance in 2017, requiring the town to replace deteriorated sidewalks, we have been working to develop an inventory and capital replacement plan for the town's existing sidewalk network. In 2018 we hired Beta Group, a multi-disciplinary engineering consultant to support this work.

Beta Group conducted field inspections of the sidewalks and the sidewalk ramps during the summer of 2018. The data from these inspections was compiled into a database to provide condition ratings for the sidewalks and identify deficiencies and gaps within our sidewalk network. Further, as part of this field work, Beta has assembled information on our sidewalk ramps for ADA compliance. All sidewalk ramps need to have a slope of 1:12 or less and have a tactile warning device (raised panel with bumps that alert visually impaired persons of the presence of a crossing). Having a complete inventory of our sidewalk ramps will be critical in providing an ADA Transition Plan that allows the town to become compliant with federal ADA regulations.

Having completed the sidewalk assessments, we now have a better understanding of the overall condition of our sidewalk network and have developed a preliminary replacement schedule that can be used as part of our capital planning process. The town will need to replace approximately 1.1 mile of sidewalks each year for the next seven years to bring all of our sidewalks up to good condition. As part of this planning process we have made an assumption that the walks in neighborhoods will be replaced with asphalt and those along state roads or town collector roadways will be done with concrete. The concrete walks will last longer, however the initial cost is substantially higher.

Our replacement work will be guided by the condition of the existing walks and a series of priority zones developed to encourage improvement to our most heavily used walks. Our priority zones were centered around schools, business districts and recreational areas.

For sidewalk ramps, we have set a preliminary goal of 15 years to bring all of the ramps into full compliance. Our focus on the ramp improvements will coincide with our sidewalk replacements, road paving project and the ramps that are most significantly out of compliance. Over the first seven years, our ramp replacements will coincide with the sidewalk replacement program. This will allow for the improvement of 114 of our 232 non-compliant ramps. During the following eight years we can upgrade the remaining ramps in to full compliance with an annual budget of \$80,000.

We will be working to refine our replacement policy and begin the design of the first year projects over the next few months. We are eager to accept input into this process from both the board and community members.

Below is an outline of our proposed capital budget for our sidewalk and ramp infrastructure:

Year	Annual Funding	Sidewalk Miles	Ramps
1	\$ 250,000.00	1	16
2	\$ 300,000.00	1.1	17
3	\$ 300,000.00	1.1	16
4	\$ 300,000.00	1.1	17
5	\$ 300,000.00	1.1	16
6	\$ 300,000.00	1.1	16
7	\$ 300,000.00	1.0	16
8	\$ 80,000.00	0	22
9	\$ 80,000.00	0	21
10	\$ 80,000.00	0	21
11	\$ 80,000.00	0	21
12	\$ 80,000.00	0	21
13	\$ 80,000.00	0	21
14	\$ 80,000.00	0	21
15	\$ 80,000.00	0	21
<b>TOTAL</b>	<b>\$ 2,690,000.00</b>	<b>7.5</b>	<b>283</b>

P:\Operations\PUBLIC WORKS\Projects - Programs\Sidewalks\Capriola Sidewalk Memo 2-6-19.docx

Town of Simsbury, CT  
Thursday, February 7, 2019

## Chapter 137. Streets and Sidewalks

### Article I. Sidewalk Maintenance

[Adopted 5-14-1990<sup>[1]</sup>]

[1] *Editor's Note: This ordinance also repealed former Art. I, Sidewalk Maintenance, adopted 5-2-1960, as amended.*

#### § 137-1. Snow and ice removal.

[Amended 2-28-1994]

- A. Winter maintenance required. The owner, agent of the owner or the occupant of any building or land bordering upon any street, square or public place within the town where there is a sidewalk shall cause to be removed therefrom any and all snow, sleet and ice within a period of 24 hours after the cessation of the snow, sleet or rainfall; and, whenever any such sidewalk or any part thereof shall be covered with ice, the owner, agent of the owner or the occupant of the building or land adjacent thereto shall, within the space of two hours after sunrise, cause such sidewalk to be made safe and convenient by removing the ice therefrom or by covering the same with sand or other suitable substance.
- B. Property owners' exemption for town-maintained walks. The provisions of this section shall not apply to owners, agents or occupants of buildings or land bordering sidewalks for which the Town of Simsbury has, by agreement, assumed the responsibility for removal of snow and ice or for covering the same with sand or other suitable substance to make them safe and convenient.
- C. No person, firm or corporation shall plow any snow or ice from any private property across any town street or highway, nor shall any person, firm or corporation place or cause to be placed any snow or ice from any private property upon a town street or highway.
- D. Enforcement provisions. It shall be the duty of the police force, under the direction of the Chief of Police, to see that the foregoing provisions relating to snow and ice are strictly complied with; and it shall be the duty of the Chief of Police to report promptly all cases of neglect to the offending party, whose duty it shall be forthwith to cause all walks so reported as being neglected to be properly cleaned or protected.
- E. Fine for noncompliance. Persons who shall violate any of the provisions of this section or refuse or neglect to comply with the same after notification shall be guilty of a misdemeanor and shall be fined the sum of \$90 for each offense and shall also be liable for the costs incurred by the town to remove snow and/or ice and sand the walk. All

costs shall be a lien on the property until paid, as per the provisions of Connecticut General Statutes Section 7-148(c)(6)(C).

## § 137-2. Repair or replacement requirements.

The Board of Selectmen, when in its opinion a sidewalk is in need of repair or replacement, is hereby authorized, by giving notice by certified mail to the owner at his last known address, to order the owner of the land fronting on any street or highway to repair or replace the sidewalk in front of said property and within such time as the Board of Selectmen may prescribe. Said notice shall contain a description of the needed repairs. When the owner of such land shall neglect or refuse to repair or replace any such sidewalk within the time and in the manner ordered by the Board of Selectmen as above provided, the Board of Selectmen may proceed to have said repairs or replacement made at the expense of the property owner. The expense of said replacement or repair shall be addressed as a benefit against the owner of the property adjoining such sidewalk and shall be a lien upon such property in accordance with the provisions of Connecticut General Statutes Sections 7-139 and 7-140, as the same may be amended from time to time.

## § 137-3. Town repair or replacement.

[Amended 1-9-2017]

When continuous sidewalks fronting properties with different owners need replacement or resurfacing, the Board of Selectmen may undertake such work as part of the Town's maintenance or capital replacement work.

## § 137-4. Statutory liability provisions adopted.

The provisions of Connecticut General Statutes Section 7-163a, as the same may be amended from time to time, are hereby adopted.



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Flower Bridge / One Old Bridge Road Park Update

2. **Date of Board Meeting:** February 11, 2019

3. **Individual or Entity Making the Submission:**

Maria E. Capriola, Town Manager; Tom Tyburski, Director Culture Parks and Recreation, Jerome F. Shea, Town Engineer

*Maria E. Capriola*

4. **Action Requested of the Board of Selectmen:**

No formal action is required at this time. This presentation is informational.

5. **Summary of Submission:**

This presentation provides a brief history and overview of the acquisition, development plan and proposed construction schedule for the One Old Bridge Road parcel acquired by the Town in 2014. In consideration of this project and other projects planned on Riverside Road during the 2019 construction season, the presentation will also provide an overview of the impact on public use of this area and the Flower Bridge for summer and fall 2019.

Planned park amenities include a pavilion, improved access to Hop Brook for the launching of kayaks, a drinking fountain, a new shed to support activities of the Old Drake Hill Flower Bridge committee, new paver walkways, benches, tables, a concrete pad and an enclosure to accept seasonal porta-potties, bike racks, a new walkway and security bollards at the entrance to the Flower Bridge, resurfacing of the existing parking area, relocation of the electrical service serving the future park and the Flower Bridge, removal of invasive species, and new landscaping throughout the site. These proposed improvements will improve accessibility to the area consistent with current ADA requirements.

Presenting this evening is Tom Tyburski, Director of Culture, Parks and Recreation. The Engineering Department is the project manager; Engineering staff will be available to answer questions regarding design, construction, and permitting.

The Park does not yet have an official name. At a later point, it is suggested that the Board of Selectmen discuss a potential name for the Park in a manner consistent with the Town's Naming Rights Policy.

6. **Financial Impact:**

The property was purchased by the Town in 2014 for \$150,000. In total, \$420,000 was appropriated in the FY 16/17 and FY 17/18 capital budgets for this project. A \$41,978

grant was provided by FEMA to assist with demolition costs of the single family home located at One Old Bridge; an additional request to FEMA has been made for \$286,077 to assist with demolition and hazardous materials removal costs. Based on the concept plan and development strategy adopted by the Board of Selectmen in 2016, and current project cost estimates, there is not sufficient funding to fully build out the park as envisioned and endorsed. An estimated \$200,000 in town funding will be requested under the FY 19/20 capital budget to fully fund the project.

**7. Description of Documents Included with Submission:**

- a) Flower Bridge / One Old Bridge Park Presentation Slides
- b) Project Status Report – 1 Old Bridge Park
- c) Rendering of One Old Bridge Park

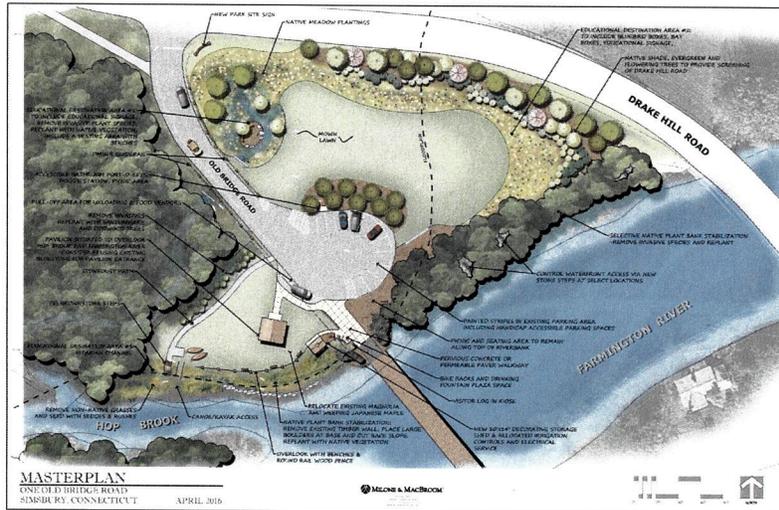
## FLOWER BRIDGE /1 OLD BRIDGE ROAD PARK UPDATE FEBRUARY 11, 2019



## FLOWER BRIDGE /1 OLD BRIDGE ROAD PARK ORIGINS

- Purchased existing 0.5 acre residential property for \$150,000 in November 2014 to provide improved riverfront access for the public
- BOS tasked Open Space Committee in January 2015 to develop an acceptable use and concept plan for the property
- Open Space Committee conducted public information meeting on March 19, 2015 to review possible uses of the property
- Concept plan considered adjoining town owned parcel to the north and adjacent Old Drake Hill Road Flower Bridge
- Open Space Committee approved a concept plan May 4, 2016
- BOS adopted the concept plan June 27, 2016

## FLOWER BRIDGE /1 OLD BRIDGE ROAD PARK - ADOPTED CONCEPT PLAN (April 2016)



## FLOWER BRIDGE /1 OLD BRIDGE ROAD PARK UPDATE

- Submitted application for FEMA funding for demolition of residential structure on August 17, 2015
- Approval received on April 11, 2018 in the amount of \$41,978.48
- Received approved capital improvement program funding for the project in FY 16/17 & FY 17/18
  - Total amount \$420,000
- Consultant team selected in January 2018 to complete required permitting and preparation of construction documents
- Permits received to date include local Inland Wetlands Permit, local Zoning approval, and ZBA variance
- Flood Management Certification pending with DEEP

## FLOWER BRIDGE /1 OLD BRIDGE ROAD PARK UPDATE

### Scope of Improvements to be Conducted:

- Hazardous material removal and demolition of existing residential structure and retaining wall
- Construction of pavilion, storage shed, paver walkways, benches, bike racks, picnic tables, a porta-potty enclosure, security bollards and a drinking fountain
- Access pathway to Hop Brook for launching of kayaks
- ADA compliant parking, walkways and tables
- New and relocated specimen trees, shrubs and planting beds
- Improved electrical service to serve pavilion and adjacent Flower Bridge

## FLOWER BRIDGE /1 OLD BRIDGE ROAD PARK – RENDERING (July 2018)



## FLOWER BRIDGE /1 OLD BRIDGE ROAD PARK UPDATE

### Design Elements



## FLOWER BRIDGE /1 OLD BRIDGE ROAD PARK UPDATE

### Proposed Project Schedule

- Advertise for Bids – March 1, 2019
- Contract Execution – April 15, 2019
- Construction Period – June 3, 2019 – November 1, 2019

## FLOWER BRIDGE /1 OLD BRIDGE ROAD PARK UPDATE

### Project Impacts:

- Project requires closure of Old Bridge Road to public parking and access for vehicular, bicycle and pedestrian traffic and public parking for the Flower Bridge
- Old Drake Hill Road Flower Bridge Committee in consultation with town staff has cancelled planting of Flower Bridge for 2019
- Concurrent projects planned during the 2019 construction season
  - Rehabilitation of Drake Hill Road Bridge
  - Riverside Road improvements
- Naming of park will be discussed in the future
  - Naming Rights Policy

## FLOWER BRIDGE /1 OLD BRIDGE ROAD PARK UPDATE

Questions?

**February 6, 2019**

**Project Status Report**

**1 Old Bridge Road Park Update (Betty Hudson property)**

In 2014, the former Betty Hudson residence was purchased by the Town of Simsbury. The property included 0.5 acres with access to Hop Brook and the Farmington River. The Open Space Committee was tasked by the Board of Selectmen to develop a concept plan for the property. This concept plan and development strategy developed by the Open Space Committee was endorsed by the Board of Selectman in June 2016.

The Town applied for a FEMA grant to fund the demolition of the residential structure that was a repetitive loss property under the FEMA flood insurance program. A grant for \$41,978 was approved in April of 2018. An additional \$420,000 in funding was approved as part of the Capital Improvement Program budget in FY17 and FY18. It is anticipated that additional funding to fully fund the project will be requested as part of the FY20 budget.

A consultant initiated the design and permitting for the project in January of 2018. The project considered several site constraints in the development of the plan including federal and state wetland areas, designated floodway and floodplain on the site, and species of concern in the area of the project.

The redevelopment of the One Old Bridge property is currently in the final stage of design and permitting. The scope of the project includes the demolition of the existing residential structure, remediation of hazardous materials in the structure, and the redevelopment of the parcel and the adjacent town owned parcel to the north as a passive park.

Proposed amenities include a pavilion, improved access to Hop Brook for the launching of kayaks, a drinking fountain, a new shed to support activities of the Old Drake Hill Flower Bridge committee, new paver walkways, benches, tables, a concrete pad and an enclosure to accept seasonal porta-potties, bike racks, a new walkway and security bollards at the entrance to the Flower Bridge, resurfacing of the existing parking area, relocation of the electrical service serving the future park and the Flower Bridge, removal of invasive species, and new landscaping throughout the site. These proposed improvements will improve accessibility to the area consistent with current ADA requirements. A memorial plaque recognizing Betty Hudson, the former property owner, and her contribution to the town of Simsbury will also be placed on the site.

Staff has worked closely with the Culture, Parks and Recreation Department and the Old Drake Hill Flower Bridge committee throughout the design process. The project will be advertised for construction in March of 2019 with construction anticipated to begin in early June of 2019.

Construction of the project is anticipated to be completed in November of 2019 with a grand reopening in 2020, the year of the Town's 350<sup>th</sup> anniversary celebration.

Regrettably, to accommodate construction of the Park, the Flower Bridge will be closed for the 2019 season beginning on June 3<sup>rd</sup>. In consultation with town staff, the Old Drake Hill Road Flower Bridge Committee has decided not to provide plantings on the Flower Bridge in 2019 due to concerns about safety and security of the public and volunteers, lack of an alternate parking facility convenient to the bridge, and lack of safe pedestrian access to the bridge.



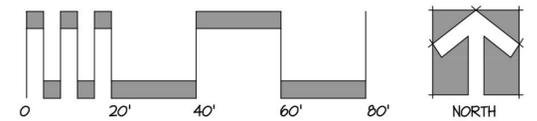
# SITE PLAN RENDERING

ONE OLD BRIDGE ROAD  
SIMSBURY, CONNECTICUT

JULY 17, 2018

**MILONE & MACBROOM**

99 Realty Drive  
Cheshire, CT 06410  
203.271.1773  
www.mmlnc.com





# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Sustainable CT Program
2. **Date of Board Meeting:** February 11, 2019
3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager; Thomas J. Roy, Director of Public Works; Cheri Calnan, Clean Energy Task Force; Mark Scully, Clean Energy Task Force

*Maria E. Capriola*

4. **Action Requested of the Board of Selectmen:**

This presentation is informational. However, if the Board of Selectmen is in support of proceeding with the Sustainable CT certification program, the following motion is in order:

*Move effective, February 11, 2019 to adopt the attached Sustainable CT Resolution, and to authorize Town Manager Maria E. Capriola and Public Works Director Thomas J. Roy to execute all program application materials.*

5. **Summary of Submission:**

The Town of Simsbury has demonstrated a commitment to sustainability through a number of initiatives such as the creation of the Clean Energy Task Force, the work of the Recycling Committee, and our preservation of farmland and open space. We now have an opportunity to join other Connecticut communities with a similar concern for the environment through the Connecticut Conference of Municipalities Sustainable CT program. This is a voluntary certification program that focuses on a wide range of efforts that communities can take to improve the overall sustainability of their communities and state. Many of the initiatives supported by this program are intended to reduce energy use and gain efficiencies that could ultimately lower our operating costs. This program is modeled after other successful programs from across the country and began in Connecticut in 2018.

Simsbury has already completed a number of actions that are used as factors for evaluating our efforts and is part of the certification process; a preliminary review indicates we would be a candidate for a bronze or silver level certification based on our efforts to date. To participate in the certification program, the Town would need to adopt a resolution (attached) and establish an advisory "Sustainability Team" that would meet at least quarterly to support the Town's sustainability and certification efforts. If the Board of Selectman decides to proceed with this initiative, a recommendation for the Sustainability Team membership composition and recommended appointments will be brought forward at a future meeting.

Participating in this program will bring recognition to the Town's sustainability efforts. Other benefits of participation include learning from our peer communities and potentially being eligible for future grant programs.

Presenting this evening will be Clean Energy Task Force members Cheri Calnan and Mark Scully, with assistance from Public Works Director Tom Roy. If this project moves forward, Public Works will be assigned to support the initiative, and the department's project administrator will be the lead staff support to the Sustainability Team.

**6. Financial Impact:**

Staff time will be required to help support this initiative. Initially we do not anticipate that there will be specific projects or other expenses related to this initiative. If the Town ultimately proceeds with new sustainability initiatives resulting from this work, future projects or costs may be needed.

**7. Description of Documents Included with Submission:**

- a) Sustainable CT Presentation Slides
- b) Proposed Sustainable CT Resolution

# Sustainable CT

Local Actions. Statewide Impact.



Presentation to Simsbury Board of Selectmen  
February 11, 2019

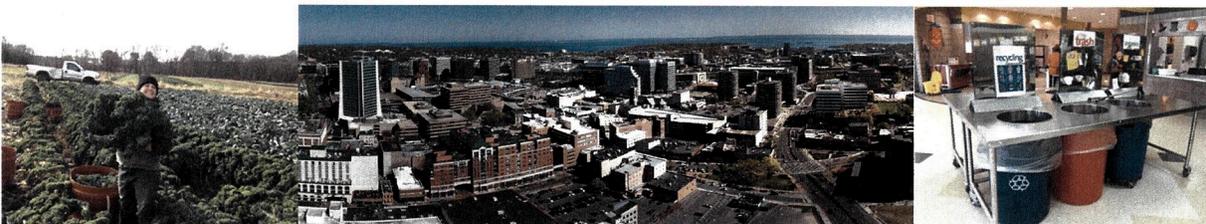


## Sustainable CT

Local Actions. Statewide Impact.



- **Road map.** A menu of coordinated, voluntary actions to promote sustainability.
- **Resources.** Support, including funding and grants, to help municipalities implement actions.
- **Certification.** To recognize municipalities for their sustainability achievements.
- **Flexibility.** Meeting the needs of *all* municipalities, urban or rural, big or small.
- **Livability.** More sustainable, efficient, healthy, safe, resilient, thriving municipalities.



## Sustainable CT communities strive to be...

...thriving, resilient, collaborative, and forward-looking. They build community and local economy. They equitably promote the health and well-being of current and future residents. And they respect the finite capacity of the natural environment.

## Menu of Voluntary Actions



- Clean and diverse **transportation** systems and choices
- Efficient **physical infrastructure and operations**
- Strategic and inclusive **public services**
- Dynamic and resilient **planning**
- Well-stewarded **land and natural resources**
- Thriving **local economies**
- Healthy, efficient and diverse **housing**
- Vibrant and creative **cultural ecosystems**
- **Inclusive and equitable** community impacts



## One Program – Many Benefits



Environmental Impacts



Economic Well-Being



Greenhouse Gas Reductions



Climate Resilience



Health and Wellness



Community Building



Cost Savings



Equity

## Additional Benefits: Peer Sharing and Visibility

### Filter This Map

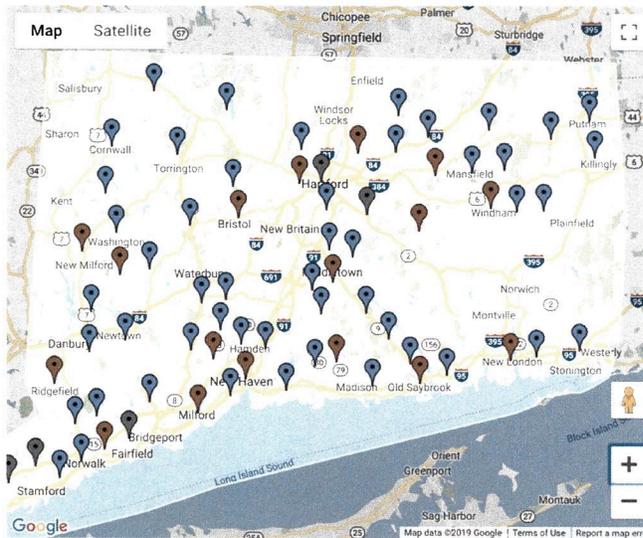
#### By Status

- Registered
- Bronze Certified
- Silver Certified
- Any Certified
- Any

**FILTER** RESET

#### By Certified Action

1. Thriving Local Economies
2. Well-Stewarded Land and Natural Resources
3. Vibrant and Creative Cultural Ecosystems
4. Dynamic and Resilient Planning
5. Clean and Diverse Transportation Systems and Choices



## Process / Timeline

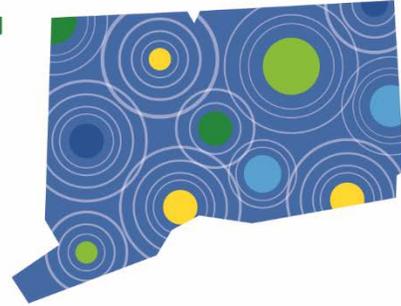
- Pass a resolution – Board of Selectmen
  - Statement of Intent
  - Designation of Municipal Official or Staff as point of contact
  - Establish an Advisory Sustainability Team
- Apply for Certification
  - Outreach, Workshops, Assistance
  - May 2, 2019 – Pre-read submission deadline
  - August 30, 2019 - Final application submission deadline for certification (Rolling, 3 years)
  - Mid October – Notification of decision
  - Late October – Awards ceremony at CT Conference of Municipalities
- Complete Actions (Past efforts count)
  - Bronze – Complete 1 Equity Tool Kit, 1 action in each of 9 categories, and additional actions totaling 200+ points
  - Silver – Complete 3 Equity Tool Kits, 1 action in each of 9 categories, and additional actions totaling 400+ points

## Sustainable Simsbury Project Team

- Representatives from boards and commissions
  - Clean Energy Task Force
  - Recycling Committee
  - Bike-Pedestrian Committee
  - Conservation Commission
  - Economic Development Commission
- Town staff representatives from:
  - Public Works
  - Planning Department
  - Culture, Parks and Recreation
- Various other town government departments, boards and commissions on an as-needed basis (e.g., Boards of Education & Finance, Tourism Committee, Open Space Committee)
- Others?

# Sustainable CT

Local Actions. Statewide Impact.



## Sustainable CT Resolution

A municipality must pass a resolution prior to registering to participate in Sustainable CT. The purpose of the resolution is to formally demonstrate the municipality's interest in using the voluntary menu of actions and Sustainable CT resources. The resolution must be passed by the municipal legislative body, except in towns with a town meeting form of government, where a resolution by the Board of Selectmen may be used.

You may use the template below or draft a modified resolution to meet the requirements of registering to participate in Sustainable CT. A modified resolution must at least include the following:

- Statement of intent of the municipality to participate in Sustainable CT.
- Designation of the municipal official or staff position (title only; a name is not necessary to include in resolution) to serve as the point of contact for Sustainable CT, which includes online registration of your municipality.
- The establishment of an advisory Sustainability Team (or modification of an existing committee or team) to promote implementation of Sustainable CT voluntary actions leading towards certification. See Sustainability Team Guidance document for more information.
- Statement that the Sustainability Team will meet within 90 days of adoption of the resolution.
- Requirement for the Sustainability Team to report annually to your municipality's governing body.



# Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

## TOWN OF SIMSBURY

### Resolution Supporting Participation In the Sustainable CT Municipal Certification Program

WHEREAS, Sustainable CT is a comprehensive, statewide, action-oriented voluntary certification program, built by and for municipalities, with the vision that: *Sustainable CT communities strive to be thriving, resilient, collaborative, and forward-looking. They build community and local economy. They equitably promote the health and well-being of current and future residents. And they respect the finite capacity of the natural environment.*

WHEREAS, Sustainable CT is designed to boost local economies, help municipal operations become more efficient, reduce operating costs, and provide grants and additional support to municipalities.

WHEREAS, Simsbury embraces an ongoing process of working toward greater sustainability, selecting which actions it chooses to pursue from the voluntary menu of actions provided by Sustainable CT.

RESOLVED, by the Board of Selectmen of Simsbury that we do hereby authorize Thomas J. Roy, Director of Public Works to serve as Simsbury's Sustainable CT contact person for the Sustainable CT Municipal Certification process and authorize him to complete Municipal Registration on behalf of the Town of Simsbury.

RESOLVED, that to focus attention and effort within Simsbury on matters of sustainability, and in order to promote the Simsbury Board of Selectmen's local initiatives and actions toward Sustainable CT Municipal Certification, the Board of Selectmen establishes an advisory Sustainability Team.

RESOLVED, that the first meeting of the Sustainability Team must be held within 90 days of passing this resolution and that the Sustainability Team shall meet as frequently as needed, but no less than quarterly.

RESOLVED, that the Sustainability Team shall report annually to the Simsbury Board of Selectmen on the progress of its activities toward Sustainable CT certification, with reports and presentations made publicly available.



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Tax Refund Requests
2. **Date of Board Meeting:** February 11, 2019
3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager; Colleen O'Connor, Tax Collector  
*Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**  
If the Board of Selectmen supports approving the tax refunds as presented, the following motion is in order:

*Move, effective February 11, 2019 to approve the presented tax refunds in the amount of \$64,344.45, and to authorize Town Manager, Maria E. Capriola, to execute the tax refunds.*

5. **Summary of Submission:**

Tax refunds need to be issued from time to time for motor vehicles, real property, and personal property. Some of the most common reasons tax refunds need to be issued for motor vehicles include: sale of the vehicle; the vehicle is destroyed; the vehicle is donated; the owner has moved out of state; or, the owner has successfully appealed the taxes. Real estate refunds are typically due to the fact that during the sale or refinancing of a property, both a bank and an attorney's office have paid taxes owed, resulting in an overpayment to the Town. Overpayments of personal property taxes are rare; often overpayments of personal property are due to a person or entity forgetting that they paid in full in July, and then also sending the January installment.

In a legal opinion from the Town Attorney dated May 22, 2001, he stated that CGS §12-129 "requires that all applications for tax refunds be referred to the Board (of Selectmen) for their consideration and action." Once approved by the Board of Selectmen, the Town Manager will sign off on tax refund applications. As a reminder, the Tax Collector's Office is responsible for collecting revenue for the Fire District pursuant to Special Act #264 of the Legislature in 1945. However, tax refunds for the Fire District are not under the jurisdiction of nor approved by the Board of Selectmen and are therefore not included in the requested tax refunds presented.

6. **Financial Impact:**

The aggregate amount of all tax refunds as presented is \$64,344.45. The attachment dated February 11, 2019 has a detailed listing of all requested tax refunds.

7. **Description of Documents Included with Submission:**

- a) Requested Tax Refunds, dated February 11, 2019

REQUESTED TAX REFUNDS  
FEBRUARY 11, 2019

	BILL NUMBER	TAX	INTEREST	TOTAL
<b>List 2015</b>				
CCAP Auto Lease Ltd	15-04-80523	\$607.57		\$607.57
<b>Total 2015</b>		<b>\$607.57</b>	<b>\$0.00</b>	<b>\$607.57</b>
<b>List 2016</b>				
CCAP Auto Lease Ltd	16-03-52904	\$497.55		\$497.55
Levesque Jason E	16-04-81999	\$420.71		\$420.71
<b>Total 2016</b>		<b>\$918.26</b>	<b>\$0.00</b>	<b>\$918.26</b>
<b>List 2017</b>				
CCAP Auto Lease Ltd	15-04-80523	\$607.57		
Corelogic (Adams)	17-01-00070	\$4,179.20		\$4,179.20
Home Loan Serv	17-01-00566	\$2,868.44		\$2,868.44
Holcomb Warren L	17-01-03541	\$34.59	\$4.00	\$38.59
Wells Fargo Bank (Amsterdam)	17-01-03555	\$4,202.32		\$4,202.32
LERETA, LLC (Ingram)	17-01-03713	\$5,590.29		\$5,590.29
Wells Fargo Bank (Petrella)	17-01-06212	\$500.00		\$500.00
Simsbury Commons North EA	17-01-07485	\$39,014.94		\$39,014.94
Thompson Melvin J JR	17-01-08089	\$168.09		\$168.09
Corelogic (Zinberg)	17-01-08902	\$4,903.23		\$4,903.23
Caruso, Nydia E	17-03-52835	\$174.31		\$174.31
CCAP Auto Lease Ltd	17-03-52952	\$518.99		\$518.99
Doolittle Nikole	17-03-54909	\$282.98		\$282.98
Dubois Kristin	17-03-55082	\$15.88		\$15.88
JP Morgan Chase	17-03-59546	\$361.36		\$361.36
<b>Total 2017</b>		<b>\$63,422.19</b>	<b>\$4.00</b>	<b>\$62,818.62</b>
<b>TOTAL 2015</b>		<b>\$607.57</b>	<b>\$0.00</b>	<b>\$607.57</b>
<b>TOTAL 2016</b>		<b>\$918.26</b>	<b>\$0.00</b>	<b>\$918.26</b>
<b>TOTAL 2017</b>		<b>\$63,422.19</b>	<b>\$4.00</b>	<b>\$63,426.19</b>
<b>TOTAL ALL YEARS</b>		<b>\$64,340.45</b>	<b>\$4.00</b>	<b>\$64,344.45</b>



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

- Title of Submission:** Proposed Donation from Simsbury Farms Men's Club
- Date of Board Meeting:** February 11, 2019
- Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager; Tom Tyburski, Director of Culture, Parks and Recreation *Maria E. Capriola*

**4. Action Requested of the Board of Selectmen:**

If the Board of Selectmen supports accepting the donation from the Simsbury Farms Men's Club, the following motion is in order:

*Move, effective February 11, 2019 to accept a donation in the amount of \$9,608.39 from the Simsbury Farms Men's Club, to be used to support expenses associated with the 5<sup>th</sup> Green renovation project at the Simsbury Farms Golf Course.*

**5. Summary of Submission:**

The Simsbury Farms Men's Club, a 501(c)(7) social organization of golfers at Simsbury Farms, has provided the Simsbury Culture, Parks and Recreation Department with a financial donation to support the Simsbury Farms Golf Course 5<sup>th</sup> Green renovation project. The Club has an agreement with the Town which allows them to sell tee sign sponsorships at the Simsbury Farms Golf Course. The Simsbury Farms Tee Sign Advertising Policy was adopted by the Board of Selectmen in 2009 (attached). Their hard work with this program has funded the purchase of many pieces of needed maintenance equipment and improvements at the golf course over the years. Recent donations of note include a pressure washer (2018, \$3,750), a fountain aerator (2018, \$3,750) and assisting the Town with funding bunker renovations (2014, \$5,500). Since 2005 the Simsbury Farms Men's Club has donated over \$62,000 to support golf course related needs at Simsbury Farms.

Chapter 100 of our Code of Ordinances, "Gift Policy," Section 100-2 "Monetary Donations" states that no donation of more than \$1,500 may be accepted without Board of Selectmen approval. If the donation is accepted I will direct staff to send a thank you letter to the Simsbury Farms Men's Club.

**6. Financial Impact:**

The Town will receive a donation from the Simsbury Farms Men's Club in the amount of \$9,608.39 to be used to support expenses associated with the renovation of the 5<sup>th</sup> Green at Simsbury Farms. The Simsbury Farms Golf Improvement account (Fund 524) was used to fund this project; these funds would be deposited into that account.

The total project cost is \$41,966.39. The Simsbury Farms Golf Improvement account funded \$32,358, with the remainder of the \$9,608.39 balance coming from the Simsbury Farms Men's Club donation.

**7. Description of Documents Included with Submission:**

- a) Financial Accounting of 5<sup>th</sup> Green Renovation Project
- b) Simsbury Farms Tee Sign Advertising Policy

## Financial Accounting of 5<sup>th</sup> Green Renovation Project

### Number Five Green Actual Construction Costs

<b>Vendor</b>	<b>Related Expense</b>	<b>Cost</b>
John Harvey	Golf Architect	\$ 5,227.91
Ferguson Water Works	Drainage Pipe	\$ 5,496.41
Galasso	Drainage Stone	\$ 1,411.13
Tilcon	Choker Stone	\$ 626.64
Dunning Sand and Stone	Root Zone Mix	\$ 13,833.60
Turf and Soil Tests	Soil Testing	\$ 1,435.00
Turf Products	Irrigation Supplies	\$ 811.40
Four Seasons Landscapes	Supplemental Labor	\$ 4,128.30
Savage Farms	Sod for Surrounds	\$ 5,136.00
Superior Rental	Bulldozer Rental	\$ 3,860.00
	Expenses Total	\$ 41,966.39
<b>G C Improvement Budget</b>		
<b>Carry Over</b>		\$ 32,358.00
Difference		\$ <b>9,608.39</b>

## **GOLF COURSE TEE SIGN ADVERTISING POLICY – Approved 2009**

The Culture, Parks and Recreation Department operates and maintains the Simsbury Farms Golf Course. The golf course is budgeted for and generates revenues through the Simsbury Farms Special Revenue Fund. The major sources of revenue from the golf course are greens fees, season passes, golf carts and practice range.

In an effort to enhance revenues and create a new revenue source, the department has partnered with the Simsbury Farms Men's Club (SFMC) to solicit a new tee sign/advertising program. The SFMC will act as an agent for the Town in administering the advertising program. The intent is to provide a high quality sign for each tee, with advertising space provided on each sign (Att.). The advertising opportunity would be solicited through the local business community, with the intent of covering the cost of the initial purchase of the signs. Additional funds and future advertising revenue would be placed in a separate fund earmarked for on course improvements. The fund would be under the control of the League's Board of Directors and funds would be disbursed for projects recommended and approved by the Golf Course Superintendent and the Director of Culture, Parks and Recreation. The fund would be made available for audit by the Town if requested.

The following conditions apply to any potential tee sign advertiser:

Limited tee sign advertising spots are available. Advertising opportunities are available to any local or national business, non-profit, or government agency that have, or wish to have a presence in Simsbury. Acceptance of an ad does not imply any type of endorsement by the Town of Simsbury.

Advertisers will not be considered whose product promotes or encourages the consumption of drugs, alcohol, tobacco, firearms, or any product the Town's Board of Selectmen finds offensive. The Department reserves the right to reject ad content that it deems objectionable.

Political advertising of any kind will not be allowed.

Term of agreement will be for 1 or 3 years, with the advertiser given the right of first refusal to re-advertise.



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** 2019 CT DOT and Yale New Haven Fitting Station Grant
2. **Date of Board Meeting:** February 11, 2019

3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager; Nicholas J. Boulter, Chief of Police

*Maria E. Capriola*

4. **Action Requested of the Board of Selectmen:**  
If the Board of Selectmen supports applying for the 2019 CT Department of Transportation (DOT) and Yale New Haven Fitting Station Grant as presented, the following motion is in order:

*Move, effective February 11, 2019 to submit the 2019 CT DOT and Yale New Haven Fitting Station Grant application and to authorize PFC Lauren K. Devin, Certified Car Seat Technician, to execute the grant application.*

In the event that the grant is awarded, the following additional motion is in order:

*Move, to accept the 2019 CT DOT and Yale New Haven Fitting Station Grant should it be awarded to the town, and to authorize PFC Lauren K. Devin, Certified Car Seat Technician, to execute all documents related to the grant award.*

5. **Summary of Submission:**  
The Simsbury Police Department is a car seat fitting station. The State of Connecticut Department of Transportation (DOT) and Yale New Haven Hospital is providing a grant to car seat fitting stations. Grant monies can be used in the following manner:
  - Replacement of unsafe car seats
  - Car seats that can be provided to families with financial difficulties
  - Education materials and handouts
  - Storage items (clipboards, bins, plastic totes)
  - Tents for protection from elements during outdoor events
  - Tools (multi tools, car seat locking clips, etc.)

This year, the Simsbury Police Department car seat fitting station is in need of: 2 infant car seats; 1 convertible car seat; 3 storage clip boards; 3 multi-purpose tools; 8 tent weights; and 2 large storage bins. The grant would directly provide these items to us.

The grant application may only be submitted by a certified car seat technician. PFC Lauren K. Devin is a certified car seat technician and the suggested motion reflects that

she would be authorized to submit the grant application and execute grant related documents on the Town's behalf.

**6. Financial Impact:**

If the grant is awarded in full, the anticipated value of the materials and equipment provided to us is approximately \$500. There is no exchange of money.

**7. Description of Documents Included with Submission:**

- a) Car Seat Fitting Station Grant Application



The Connecticut Department of Transportation and Yale New Haven Hospital's Injury Prevention Program are pleased to offer assistance to your Child Passenger Safety Fitting Station. Thank you for your hard work in keeping CT kids safe on our roadways. Please fill out the information below in its entirety to be eligible to receive supplies for your fitting station.

**CONTACT INFORMATION**

Applicant Name: (must be a CPST) PFC. Lauren Devin  
 Organization Name: Simsbury Police  
 Organization Address: 933 Hopmeadow Street Simsbury, CT 06070  
 Phone: 860-658-3131 Email: Ldevin@pd.simsbury-ct.gov

**FITTING STATION INFORMATION**

Number of CPS Techs in your Organization: 2  
 Name of Instructors/Senior Checkers who work and or help with your organization: Robin Bond; South Windsor Police Dept & Joe Karas Lost Acres Fire Dept  
 What is your fitting station schedule: Daily by Appointment  
 Number of car seats checked in 2018: 97  
 Number of Grant funded seats provided in 2018: 3  
 Do have any grant seats that are due to expire within 2 year? If so specify: 1: Evenflo Secure Kid Combonation Booster 8-23-2021

**EVENT SPECIFICS**

**This grant REQUIRES that your organization host a car seat safety event during CPS Week (September 15-21, 2019). If there are any issues regarding the event you must contact us with any changes. Please note that this is a Federal mandate that allows CT to continue receiving child passenger safety funding. Please fill out ALL sections below. Any omission will result in the application being DENIED.**

Name of Organization:	Simsbury Police Department		
CPS Week Event Location:	Simsbury Public Library		
CPS Week Event Address:	725 Hopmeadow Street Simsbury, CT 06070		
Point of Contact:	PFC. Lauren Devin		
Email:	Ldevin@pd.simsbury-ct.gov	Direct Contact Number:	860-658-3131
Date of Event:	9/18/2019	Event Hours:	9:00am-11:00am

Briefly describe nature of your event:

PFC. Lauren Devin will be at the Simsbury Public Library providing educational materials and checking car seats on a first come first serve basis.

**PLEASE NOTE: If you do not complete your 2019 CPS Week event you will not be eligible for future CT DOT Grants.**

Please indicate the number you are requesting.  
**NOTE: ALL REQUESTS ARE SUBJECT TO FINAL APPROVAL BY CT DOT.**

CAR SEATS - TOTAL MAXIMUM ALLOWED 12							
Rear Facing Only		Convertible		Combination		Belt Positioning Booster	
	# Requested		# Requested		# Requested		# Requested
	2		1				

OTHER ITEMS - YOU MAY REQUEST A TOTAL OF 14 ITEMS							
Premie Doll		Infant Doll		16 Months Doll		3 yrs. Old Doll	
	# Requested		# Requested		# Requested		# Requested
6 yrs. Old Doll		Weight Scale		Measuring Tape		Storage Clipboard	
	# Requested		# Requested		# Requested		# Requested
Traffic Safety Cone (18in.)		Car Seat Sign		CRM Book		Multi Bit Tool	
	# Requested		# Requested		# Requested		# Requested
10 x 10 Pop-Up Tent		Tent weights		Storage Bin			
	# Requested		# Requested		# Requested		# Requested
							3
							3
					8		2

FOLLOWING ITEMS DO NOT COUNT TOWARDS LIMIT							
Locking Clips		Educational Material			KIDS Alert!		
	# Requested		# Requested		# Requested		# Requested

Once you have completed this applicaion, please email it to [Monica.Lucas@ynhh.org](mailto:Monica.Lucas@ynhh.org), or fax it to (203) 688-3293, or mail it to:

Monica Quisgard  
Community Educator - Injury Prevention  
300 George Street  
4th FL #125  
New Haven, CT 06510

**APPLICATION IS DUE FRIDAY, APRIL 5, 2019.** CONFIRMATION EMAIL WILL BE SENT WHEN RECEIVED.  
NOTIFICATION WILL BE SENT REGARDING YOUR STATUS ONCE APPROVAL/DENIAL BY CT DOT IS MADE.



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** 2019 Distracted Driving High Visibility Enforcement Grant

2. **Date of Board Meeting:** February 11, 2019

3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager; Nicholas J. Boulter, Chief of Police

*Maria E. Capriola*

4. **Action Requested of the Board of Selectmen:**

If the Board of Selectmen supports applying for the Distracted Driving High Visibility Enforcement Grant, the following motion is in order:

*Move, effective February 11, 2019 to submit the 2019 Distracted Driving High Visibility Enforcement Grant application and to authorize Maria E. Capriola, Town Manager, to execute the grant application.*

In the event that the grant is awarded, the following additional motion is in order:

*Move, to accept the 2019 Distracted Driving High Visibility Enforcement Grant application and to authorize Maria E. Capriola, Town Manager, to execute all documents related to the grant award.*

5. **Summary of Submission:**

This State of CT Department of Transportation (DOT) has given the Police Department the opportunity to participate in grant funded overtime to conduct dedicated distracted driving enforcement patrols. The dedicated enforcement patrols would be conducted during specified periods of daylight between April 2, 2019 - April 30, 2019 and August 1, 2019 - August 15, 2019. The anticipated value of the grant award is \$20,000.

6. **Financial Impact:**

This grant allows for the full reimbursement of distracted driving efforts, pursuant to the terms of the grant, up to the awarded amount of \$20,000. This grant will allow the Department to provide over 300 additional hours of roadway safety efforts at no cost to the Town (other than staff costs associated with grant reporting requirements) during the months of April 2019 and August 2019.

7. **Description of Documents Included with Submission:**

a) Distracted Driving High Visibility Enforcement Grant Application

## GUIDELINES FOR GRANT PROPOSAL

- ENFORCEMENT MUST BE DONE BETWEEN APRIL 2, 2019 TO APRIL 30, 2019.
- ENFORCEMENT MUST BE DONE BETWEEN AUGUST 1, 2019 TO AUGUST 15, 2019.
- ONLY SUPPLY DATA WHERE IT IS HIGHLIGHTED IN YELLOW.
- ENFORCEMENT ARE DATES SUPPLIED BY THE GRANTOR. THESE DATES MUST FALL WITHIN THE GRANT PARAMETERS IN THIS PROPOSAL OF THE GRANT AND OTHER GRANT REQUIREMENTS ESTABLISHED BY HIGHWAY SAFETY OFFICE.
- SEVERAL WORKSHEET TABS ENCOMPASS SEVERAL PAGES. FOR EXAMPLE, CERTIFICATES & ASSURANCE ENCOMPASS 6 PAGES. THESE PAGES WHEN PRINTED ARE NUMBERED 1 OF 6—DO NOT ALTER THE PAGE NUMBERING.
- A HARD COPY OF THE GRANT MUST BE SUBMITTED TO THE HIGHWAY SAFETY OFFICE. YOU MUST PRINT THE ENTIRE GRANT. CTRL + p IS AVAILABLE FOR PRINTING.
- AN ELECTRONIC COPY IS ALSO REQUIRED AND CAN BE EMAILED TO:  
[DOT.Distracted-Driving@ct.gov](mailto:DOT.Distracted-Driving@ct.gov) CTRL + x IS AVAILABLE.
- A PDF COPY OF THE GRANT IS SENT ELECTRONICALLY TO APPLICANT ONCE IT IS APPROVED. THE PDF COPY WILL PROVIDE THE STATE PROJECT NUMBER.
- THE APPROVED PROJECT START DATE WILL BE PROVIDED BY THE HIGHWAY SAFETY OFFICE. DEADLINES ARE LISTED ON THE GRANT FORM ON THE REIMBURSEMENT TAB.

STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY OFFICE		<b>SHADED AREA FOR HSO USE ONLY</b>				
		Project No: <b>0199-0745-2-CW</b>	<input type="checkbox"/> Project Initiation	<input type="checkbox"/> Project Cancellation	<input type="checkbox"/> Project Continuation	
		Program Area:	<input type="checkbox"/> Project Revision			
		Program Description: <b>Distracted Driving</b>	Date Approved:			
<b>HIGHWAY SAFETY PROJECT APPLICATION</b>						
ACCEPTANCE -- IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT FUNDS RECEIVED AS A RESULT OF THIS APPLICATION IS SUBJECT TO THE REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY IN ACCORDANCE WITH THE HIGHWAY SAFETY OFFICE POLICY. COPY OF POLICY OBTAINED UPON REQUEST.						
PROJECT TITLE: <b>FY 2019 DDHVE</b>						
GOVERNMENTAL UNIT: <b>Town of Simsbury</b>			ADDRESS OF GOVERNMENTAL UNIT: <b>933 Hopmeadow Street Simsbury, CT 06070</b>			
APPLICANT: <b>Simsbury Police Department</b>			ADDRESS OF APPLICANT: <b>933 Hopmeadow Street Simsbury, CT 06070</b>			
FEIN: <b>06-6002085</b>	DUNS NUMBER: <b>060670262</b>		ANTICIPATED PROJECT STARTUP DATE: <b>April 2, 2019</b>			
<b>APPROVED PROJECT PERIOD: (mo/date/yr) FOR HSO USE ONLY</b>						
<b>FROM:</b>			<b>THROUGH: August 15, 2019</b>			
PROJECT DIRECTOR: <b>Sergeant Matthew Christian</b>		TITLE: <b>Administrative/Training Sergeant</b>		TELEPHONE NUMBER: <b>860-658-3115</b>		
SIGNATURE:		ADDRESS & ZIP CODE: <b>933 Hopmeadow Street Simsbury, CT 06070</b>		FAX NUMBER: <b>860-658-3103</b>		
				E-MAIL ADDRESS: <a href="mailto:mchristian@pd.simsbury-ct.gov">mchristian@pd.simsbury-ct.gov</a>		
FINANCIAL OFFICER: <b>Amy Meriwether</b>		TITLE: <b>Director of Finance/Treasurer</b>		TELEPHONE NUMBER: <b>860-658-3282</b>		
SIGNATURE:		ADDRESS & ZIP CODE: <b>933 Hopmeadow Street Simsbury, CT 06070</b>		FAX NUMBER: <b>860-658-3206</b>		
				E-MAIL ADDRESS: <a href="mailto:ameriwether@simsbury-ct.gov">ameriwether@simsbury-ct.gov</a>		
AUTHORIZING OFFICIAL: <b>Maria Capriola</b>		TITLE: <b>Town Manager</b>		TELEPHONE NUMBER: <b>860-658-3230</b>		
SIGNATURE:		ADDRESS & ZIP CODE: <b>933 Hopmeadow Street Simsbury, CT 06070</b>		FAX NUMBER: <b>860-658-9467</b>		
				E-MAIL ADDRESS: <a href="mailto:mcapriola@simsbury-ct.gov">mcapriola@simsbury-ct.gov</a>		
<b>APPROVAL -- FOR HSO USE ONLY</b>						
FISCAL REVIEW COMPLETED BY:  <b>Christine Biske</b>		PROJECT MANAGER REVIEW COMPLETED BY:  <b>Phyllis DiFlore</b>		DATE:		
DATE:		PROGRAM COORDINATOR REVIEW COMPLETED BY:  <b>Joseph T. Cristalli, Jr.</b>		DATE:		
THIS ACTION:		GOVERNOR'S HIGHWAY SAFETY REP:  <b>Thomas J. Maziarz</b>		DATE:		
PREVIOUS ACTION:						
TOTAL OBLIGATED:						

<b>PROJECT TITLE</b>	<b>APPLICANT</b>
FY 2019 DDHVE	Simsbury Police Department

**STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION**  
**PROBLEM IDENTIFICATION**

To date, identifying the role distracted driving has played in fatality and injury crashes has been a challenge in Connecticut, due to the way crash data is collected and limitations of the crash reporting form (PR-1) itself. In order to effectively allocate 405(e) funds to multiple areas including enforcement mobilizations, the HSO chose to use an index of a combination of factors to best identify where the largest volumes of crashes, non-interstate roadway use, and population centers intersect. The goal of which is to target suspected locations where distraction as a result of hand held mobile phone use by drivers leads to crashes; and to identify areas where enforcement of Connecticut's hand held mobile phone for drivers can be effective.

The applicant was selected by the HSO to conduct High Visibility Enforcement (HVE) based on a combination of the following data, weighted and ranked to determine areas where traffic volumes are highest, and the most crashes occur by town:

- Fatal and injury crashes 2015-2017
- Daily Vehicle Miles Traveled (DVMT) (2016)
- Population (2016)
- Crash rate per DVMT
- Crash Rate per population
- Past High Visibility Enforcement grant performance

<b>PROJECT TITLE</b>	<b>APPLICANT</b>
FY 2019 DDHVE	Simsbury Police Department

**OBJECTIVES**

To decrease fatalities and injuries as a result of crashes caused by driver distraction, especially those caused by hand held mobile phone use by:

- Increasing enforcement, especially HVE of Connecticut's hand held mobile phone ban for drivers in areas identified to have high rates of fatal and injury crashes

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Simsbury Police Department
	Page 1 of 1

**ACTIVITIES**

The following enforcement parameters will be required of participating municipal law enforcement agencies:

- Spotter-type enforcement strategy – Spotter type enforcement is required unless other enforcement strategies are described in HS-1 in detail to plan enforcement schedules and strategies. This must be pre-approved in HS-1 grant application.
- Spotter type enforcement can be done in teams or individually. Please note – spotter -self initiated is not roving. Rather, this category involves an officer choosing a strategic, covert location advantageous to the observation of all types of hand held mobile phone use. When this behavior is observed, the officer then “self-initiates” the stop.
- Non-spotter type enforcement explanation:

SCROLL DOWN TO LAST ACTIVITY SHEET TO SUPPLY A DETAILED EXPLANATION IF YOUR AGENCY INTENDS TO PROPOSE A DIFFERENT ENFORCEMENT STRATEGY.

- Enforcement Schedule
  - Daytime Enforcement – Daytime enforcement changes with seasonal patterns. Enforcement must take place during daylight hours
  - 7 days per week eligible
  - Minimum of 4 hours shifts/Maximum 8 hour shifts
  - Must include at least 1 AM/PM peak drive time (7am-10am/3pm-5pm seasonal) on weekdays. If possible the HSO would encourage both the AM/PM peak drive times as enforcement times but agencies must enforce during at least 1.
- Enforcement Locations
  - Enforcement areas should include intersections and other areas where traffic naturally slows. Enforcement locations should be included in grant applications with narrative for rationale as to why locations were chosen (\*example – CT statute makes manipulating a hand held mobile device at a traffic sign or signal a violation)
- Enforcement Schedule
  - April 2, 2019 to April 30, 2019
  - August 1, 2019 to August 15, 2019
- Personnel
  - Minimum of 2 Officers/Maximum of 8

<b>PROJECT TITLE</b>	<b>APPLICANT</b>
FY 2019 DDHVE	Simsbury Police Department
	Page 1 of 2

**ACTIVITIES CONTINUED**

Earned media participation:

- Participating agencies are required to take part in earned media activity related to DDHVE. This could include the following:
  - Hosting a kick-off press event
  - Conducting ride-alongs or interviews with media at enforcement locations
  - Notification of media outlets through the use of interview opportunities, press releases and media advisories
  - Cooperation with the HSO earned media contractor including:
    - Distribution of press releases
    - Use of Approved Talking points
  - Creation and submission of earned media activity with reimbursement documentation

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Simsbury Police Department
	Page 1 of 3

**ACTIVITIES CONTINUED: LOCATION & JUSTIFICATION**

List proposed enforcement locations and provide a justification for each location.  
 Double-click in highlighted area to type.

- 1) Hartford Road (route 185) just west of the Farmington River Bridge. This area is wide enough to conduct enforcement and it is also located just prior to a traffic control device so traffic is already beginning to slow down. This location is also very busy during the morning and evening rush hour time periods.
- 2) Bushy Hill Road (route 167) in front of #530. This area is wide enough to conduct enforcement and it is also located just prior to a traffic control device so traffic is already beginning to slow down. It is also in front of a high traffic shopping mall, Simsbury Commons.
- 3) Hopmeadow Street (route 10/202) just north of Powder Forest Drive. This area is wide enough to conduct enforcement and it is also located just prior to a traffic control device so traffic is already beginning to slow down. This location is also very busy during the morning and evening rush hour time periods.
- 4) Hopmeadow Street (route 10/202) just south of Old Canal Way. This area is wide enough to conduct enforcement and it is also located just prior to a traffic control device so traffic is already beginning to slow down. This location is also very busy during the morning and evening rush hour time periods.
- 5) Hopmeadow Street (route 10/202) just north of Dorset Crossing Drive. This area is wide enough to conduct enforcement and it is also located just prior to a traffic control device so traffic is already beginning to slow down. This location is also very busy during the morning and evening rush hour time periods.

FY 2019 DDHVE

Simsbury Police Department

Page 1 of 4

**ACTIVITIES CONTINUED: NON-SPOTTER TYPE ENFORCEMENT**

Explain your non-spotter type of enforcement.  
Double-click in highlighted area to type.

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Simsbury Police Department

**Enforcement Work Sheet**  
**8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM.**  
**8 HOUR SHIFTS MAXIMUM**  
**April 2-April 30 WAVE**

Date: **4/2/2019** Location: **Hartford Road west of the Farmington River bridge**

Enforcement Type	Hrs	Rate	Total
Spotter	4	\$72.21	\$288.84
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date: **4/4/2019** Location: **Bushy Hill Road in front of #530**

Enforcement Type	Hrs	Rate	Total
Spotter	4	\$72.21	\$288.84
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
Spotter	4	\$72.21	\$288.84
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80

Date: **4/8/2019** Location: **Hopmeadow Street north of Powder Forest Drive**

Enforcement Type	Hrs	Rate	Total
Spotter	4	\$72.21	\$288.84
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
Spotter	4	\$72.21	\$288.84
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80

**Grand Total**      **\$5,281.20**

<b>PROJECT TITLE</b>	<b>APPLICANT</b>
FY 2019 DDHVE	Simsbury Police Department

**Enforcement Work Sheet**

**8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM.  
8 HOUR SHIFTS MAXIMUM**

**April 2-April 30 WAVE**

Date: **4/10/2019**      Location: **Hopmeadow Street south of Old Canal Way**

Enforcement Type	Hrs	Rate	Total
Spotter	4	\$72.21	\$288.84
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date: **4/12/2019**      Location: **Hopmeadow Street north of Dorset Crossing Drive**

Enforcement Type	Hrs	Rate	Total
Spotter	4	\$72.21	\$288.84
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date: **4/16/2019**      Location: **Hartford Road west of the Farmington River bridge**

Enforcement Type	Hrs	Rate	Total
Spotter	4	\$72.21	\$288.84
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
Spotter	4	\$72.21	\$288.84
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80

**Grand Total      \$4,224.96**

<b>PROJECT TITLE</b>	<b>APPLICANT</b>
FY 2019 DDHVE	Simsbury Police Department

*Enforcement Work Sheet*

**8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM.  
8 HOUR SHIFTS MAXIMUM**

**April 2-April 30 WAVE**

Date:

Location:

Enforcement Type	Hrs	Rate	Total
Spotter	4	\$72.21	\$288.84
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
Spotter	4	\$72.21	\$288.84
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80

Date:

Location:

Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date:

Location:

Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

**Grand Total**      \$2,112.48

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Simsbury Police Department

**Enforcement Work Sheet**

**8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM.  
8 HOUR SHIFTS MAXIMUM**

**August 1-August 15 WAVE**

Date: **8/1/2019** Location: **Hopmeadow Street north of Powder Forest Drive**

Enforcement Type	Hrs	Rate	Total
Spotter	4	\$72.21	\$288.84
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date: **8/5/2019** Location: **Hopmeadow Street south of Old Canal Way**

Enforcement Type	Hrs	Rate	Total
Spotter	4	\$72.21	\$288.84
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
Spotter	4	\$72.21	\$288.84
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80

Date: **8/7/2019** Location: **Hopmeadow Street north of Dorset Crossing**

Enforcement Type	Hrs	Rate	Total
Spotter	4	\$72.21	\$288.84
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
			\$0.00
			\$0.00
			\$0.00
			\$0.00

**Grand Total**      **\$4,224.96**

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Simsbury Police Department

**Enforcement Work Sheet**

**8 OFFICERS PER ENFORCEMENT ACTIVITY MAXIMUM.  
8 HOUR SHIFTS MAXIMUM**

**August 1-August 15 WAVE**

Date:  Location:

Enforcement Type	Hrs	Rate	Total
Spotter	4	\$72.21	\$288.84
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
Spotter	4	\$72.21	\$288.84
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80
Non-Spotter	4	\$63.95	\$255.80

Date:  Location:

Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Date:  Location:

Enforcement Type	Hrs	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

**Grand Total**      \$2,112.48

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Simsbury Police Department

**BUDGET DETAIL**

**PLEASE COMPLETE ENFORCEMENT WORKSHEET(S) PRIOR TO COMPLETING THIS PAGE.**

**PERSONNEL SERVICES**

Total Estimated Wages (Sum of all worksheets)	( 1 )	<u>\$17,956.08</u>
Overtime Fringe Benefit Rate @ __ 9.65% Multiply this rate (if applicable) times the Total Estimated Wages	( 2 )	<u>\$1,732.76</u>
Add Total Estimated Wages and Fringe Benefit Costs for <b>Grand Total Amount</b>	( 3 )	<u>\$19,688.84</u>
Please round up the Grand Total Amount to the next highest \$100.00 (i.e. \$1,852.11 to \$1,900)	( 4 )	<u>\$19,700</u>

<b>PROJECT TITLE</b>	<b>APPLICANT</b>
FY 2019 DDHVE	Simsbury Police Department

City/Town of: Simsbury

**FRINGE BENEFIT CERTIFICATION STATEMENT**

I hereby certify that the fringe benefit rate of 9.65% % is the rate authorized by the City/Town of: Simsbury for application against all OVERTIME hours worked by the sworn police agency personnel for the following time period:

FROM:  
 (Date) 1/14/2019 (Date) 9/15/2019

The category/percentage breakdown of this rate is as follows:

Cost Category	Percentage
1. Medicare	1.45%
2. Social Security	6.20%
3. Workers Compensation	2.00%
4.	%
5.	%
6.	%
7.	%
8.	%
<b>Total Overtime Fringe Rate</b>	<b>9.65%</b>

I further certify that this statement is correct in all respects and that the fringe benefit rate identified above accurately represents the OVERTIME fringe benefit costs to the municipality for the individuals employed under this project.

**City/Town's Chief Financial Officer**

Name: Amy Meriwether

Title: Director of Finance/Treasurer

Ink Signature: \_\_\_\_\_

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

<b>PROJECT TITLE</b>	<b>APPLICANT</b>
FY 2019 DDHVE	Simsbury Police Department

**PROJECT EXPENDITURES --- REIMBURSEMENT REQUIREMENTS**

This is a federally reimbursable program. The cost of all expenses incurred under this project must first be paid for with municipal or state agency funds. The sub-grantee may then apply for reimbursement based on the procedures and policies listed below.

<b>Project Start Date</b> April 2, 2019	<b>Billing Period Ending Date</b> April 30, 2019	<b>Reimbursement Deadline</b> May 31, 2019
<b>2nd Billing Period Start Date</b> August 1, 2019	<b>Billing Period Ending Date</b> August 15, 2019	<b>Reimbursement Deadline</b> September 13, 2019

- Only expenses contained in the approved Highway Safety Grant application may be claimed for reimbursement.
- Expenses MUST be incurred within the approved grant Start and Ending Dates. (see above)  
**Please verify the Grant Start Date and Grant Ending Date prior to any Grant activity.**
- PERSONNEL SALARIES -- Personnel salary expenditures are authorized as part of this Grant. Completed and signed "Signature Reports" MUST accompany these expenditures for reimbursement. Under no circumstances may an employee sign their own Signature Report as both officer and supervisor. **All Signature Reports must have two original distinct ink signatures and two signature dates.** Photocopies or faxed Signature Reports are not acceptable forms of reimbursable documentation.
- Under the terms and conditions of this Grant application, ALL SUPPORTING DOCUMENTATION must be submitted to the Highway Safety Office no later than **thirty (30) days after the billing's ending date.** **Please verify the Reimbursement Deadline prior to any Grant activity.**
- All claims that are missing required support documentation will be returned to the grantee and will not be processed for reimbursement until all required documentation is submitted and filled out completely and properly.

**FAILURE TO MEET THE REIMBURSEMENT REQUIREMENTS  
SET FORTH MAY RESULT IN YOUR CLAIM BEING DENIED.**

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Simsbury Police Department

**ATTACHMENT A  
SINGLE AGENCY AUDITING REQUIREMENTS AND PROCEDURES  
EFFECTIVE OCTOBER 1, 2018**

**AUDIT REQUIREMENT STATEMENT:**

The town/city of Simsbury Police Department declares that for the fiscal year ending September 30, 2019 the sum total of Federal funds awarded to local government agencies from all sources **does exceed** \$750,000 and that it will conduct an audit report as required under 2 CFR part 200, subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26

Signed: \_\_\_\_\_

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

**OR**

**AUDIT EXEMPTION STATEMENT:**

The town/city of Simsbury Police Department declares that for the fiscal year ending September 30, 2019 the sum total of Federal funds awarded to local government agencies from all sources **does not exceed** \$750,000 and that it will conduct an audit report as required under 2 CFR part 200, subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26

Signed: \_\_\_\_\_

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

The following sanctions policy will be in effect for sub grantees who do not submit Audit Reports or who do not correct findings in those reports:

- a. Any sub grantee receiving \$750,000 or more in Federal funds from all sources who fails to submit an audit report two or more sequential fiscal years will not be eligible for highway safety grants until all audit reporting requirements are met.
- b. Any sub grantee who has not taken corrective action on an audit finding within six months of the submission of an audit report will have funds automatically deducted from any pending claims. If there are no pending claims with the HSO, the sub grantee will not be eligible for highway safety grants until a corrective action has been negotiated with the HSO.

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Simsbury Police Department

**Certification and Assurances**

**EQUIPMENT**

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes 23 CFR 1200.31

**NONDISCRIMINATION**

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

**BUY AMERICA ACT**

(applies to subrecipients as well as States)

The State will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

<b>PROJECT TITLE</b>	<b>APPLICANT</b>
<b>FY 2019 DDHVE</b>	<b>Simsbury Police Department</b>

**POLITICAL ACTIVITY (HATCH ACT)**

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**CERTIFICATION REGARDING FEDERAL LOBBYING**

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**RESTRICTION ON STATE LOBBYING**

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Simsbury Police Department

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

(applies to subrecipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Simsbury Police Department

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

PROJECT TITLE	APPLICANT
FY 2019 DDHVE	Simsbury Police Department

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

<b>PROJECT TITLE</b>	<b>APPLICANT</b>
<b>FY 2019 DDHVE</b>	<b>Simsbury Police Department</b>

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:*

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**OTHER FEDERAL REQUIREMENTS**

(23 U.S.C. 402(b)(1)(F))

The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

Failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR 18.12.

The State and each sub-recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

These Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.

Signature of Certifying Official: \_\_\_\_\_

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

<b>PROJECT TITLE</b>	<b>APPLICANT</b>
FY 2019 DDHVE	Simsbury Police Department

**BUDGET SUMMARY**

Federal Share	100.00%
State/Local Share	0.00%

**BUDGET SUMMARY SUBMITTAL**

COST CATEGORY	AMOUNT	SOURCE OF FUNDS	
PERSONNEL SERVICES	\$19,700.00	FEDERAL FUNDS (100%)	\$19,700.00
CONTRACTUAL SERVICES	XXXXXXXXXX	NON-FEDERAL FUNDS (0%)	\$0.00
OPERATING COSTS	XXXXXXXXXX	<b>TOTAL FUNDS (100%)</b>	<b>\$19,700.00</b>
EQUIPMENT	XXXXXXXXXX		
INDIRECT COSTS	XXXXXXXXXX		
<b>TOTAL BUDGETED</b>	<b>\$19,700.00</b>		

**BUDGET SUMMARY APPROVAL (HSO USE ONLY)**

COST CATEGORY	AMOUNT	SOURCE OF FUNDS	
PERSONNEL SERVICES		FEDERAL FUNDS (100%)	
CONTRACTUAL SERVICES	XXXXXXXXXX	NON-FEDERAL FUNDS (0%)	
OPERATING COSTS	XXXXXXXXXX	TOTAL FUNDS (100%)	
EQUIPMENT	XXXXXXXXXX	FAIN 405e 18X920405eCT17 69A3751830000405eCTC	
INDIRECT COSTS	XXXXXXXXXX		
<b>TOTAL BUDGETED</b>			

69A3751930000405eCTC



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Simsbury Meadows Performing Arts Center Operating Agreement Amendment Request
2. **Date of Board Meeting:** February 11, 2019
3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**  
The Board has a number of options for consideration. Sample options include:
  - A. *Option A:* Approve SMPAC's request and direct the Town Manager and Town Attorney to develop and execute a contract amendment to the operating agreement between the parties, granting SMPAC the Town sponsored private duty rate for all SMPAC sponsored events.
  - B. *Option B:* Direct the Town Manager and First Selectman to further discuss this matter with SMPAC officials, and working with the Town Attorney, bring a draft contract amendment addressing the private duty rate back to the full Board of Selectmen for further review and consideration.
  - C. *Option C:* Reject the request.

If the Board supports Option A, the following motion is in order:

*Move effective, February 11, 2019 to approve SMPAC's request to receive the Town sponsored private duty rate for all SMPAC sponsored events. Further move to authorize the Town Manager and Town Attorney to negotiate and execute a contract amendment to the 2017-2019 operating agreement between the parties reflective of this resolution.*

If the Board supports Option B, the following motion is in order:

*Move effective, February 11, 2019 to direct the Town Manager and First Selectman to further discuss this matter with SMPAC officials, and working with the Town Attorney, bring a draft contract amendment addressing the private duty rate back to the full Board of Selectmen for further review and consideration.*

If the Board supports Option C, the following motion is in order:

*Move effective, February 11, 2019 to reject the request and direct the Town Manager to formally notify the SMPAC of the Board's decision.*

**5. Summary of Submission:**

The current operating agreement between the Town and the Simsbury Meadows Performing Arts Center (SMPAC) expires on December 31, 2019. The current agreement does not address private duty rates for police officers. Currently, SMPAC is charged the full private duty rate, as opposed to the lower private duty rate charged for Town sponsored events. SMPAC has submitted a request to the Town seeking a contract amendment that would allow for SMPAC to be charged the Town sponsored events private duty rate for its functions.

In their letter SMPAC states that, *“For the first time in 2018 we were unable to confirm a large-scale commercial (non-HSO) concert rental, subsequently resulting in a year-end loss. Our inability to attract a private commercial concert promoter was due in large part to the venue’s high cost profile. Upon review with several promoters, in most cases police services were identified as the highest expense line...”*

The police private duty fee schedule was last adopted by the Board of Selectmen on February 15, 2017 and made effective July 1, 2017. It is attached for your reference.

**6. Financial Impact:**

The total number of SMPAC paid private duty events from July 1, 2017 – June 30, 2018 was 5<sup>1</sup>. During that time period, the total number of officer hours used by SMPAC was 56, and the total amount paid by SMPAC was \$14,960. Based on last fiscal year, if we grant SMPAC the Town sponsored private duty rate for those same number of private duty hours, we would lose approximately \$3,161.60 in revenue. The private duty fund is currently in a financially stable position and has a fund balance.

**7. Description of Documents Included with Submission:**

- a) Letter from SMPAC re: Contract Amendment/Private Duty Rate, dated February 6, 2019
- b) 2017-2019 Operating Agreement Between the Town and the Simsbury Meadows Performing Arts Center
- c) Police Private Duty Fee Schedule, effective July 1, 2017

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<sup>1</sup> Some events were multiple days. This number does not include private duty paid by the Hartford Symphony Orchestra.



February 6, 2019

Eric Wellman, First Selectman  
Simsbury, CT 06070

Dear Eric,

The Simsbury Performing Arts Center would like to meet with you and the town manager to review the current Facility Operations Agreement between SPAC, Inc. and the Town, as it relates to public safety service rates, a matter not specifically addressed in the current agreement.

When the venue was run by the town, prior to the formation of the non-profit, event promoters would presumably have been responsible to pay a "town-sponsored" rate for police, fire, and DPW more closely aligned with the actual cost for those services. At present, our organization and those who rent the facility are subject to a significantly higher private jobs rate for services.

For the first time in 2018 we were unable to confirm a large-scale commercial (non-HSO) concert rental, subsequently resulting in a year-end loss. Our inability to attract a private commercial concert promoter was due in large part to the venue's high cost profile. Upon review with several promoters, in most cases police services were identified as the highest expense line item accounting for 30% or more of total expenses. In order to make the facility more accessible to entertainment presenters, and ensure that our organization and the venue we operate remain competitive in the CT market, we are faced with identifying means to reduce promoter expenses resulting from our own lack of capital infrastructure, as well as those related to employing Town public safety services, all while ensuring the performing arts center's financial stability.

Town assistance would be required, and appreciated, to reduce the expenses directly related to public safety services. We are happy to address the matter through contract amendment or whatever way you deem most appropriate, and hope in doing so to avoid further negative impact in attracting event promoters for summer of 2019 and beyond by way of potentially more beneficial multi-year rental contracts.

Thank you for your assistance and support.

Sincerely,

A handwritten signature in black ink that reads "Linda Schofield".

Linda Schofield, Vice Chair

A handwritten signature in black ink that reads "Greg Piecuch".

Greg Piecuch, Board Member

Cc: Missy DiNunno  
Bob Hensley  
Jeff Dornenburg  
Maria Capriola

22 Iron Horse Blvd  
P.O. Box 245  
Simsbury, CT 06070

(860) 651-4052

## **AMENDED FACILITY OPERATION AGREEMENT**

### **SIMSBURY PERFORMING ARTS CENTER**

This facility operation agreement (“Agreement”) is entered into this 17 th day of January, 2017 by and between the Town of Simsbury, a municipal corporation having its territorial limits within the County of Hartford and State of Connecticut, (hereinafter the “Town”), and Simsbury Performing Arts Center, Inc., a Connecticut non-stock corporation having a mailing address of P.O. Box 33, Simsbury, CT 06070 (hereinafter, “SPAC”).

#### **WITNESSETH:**

WHEREAS, the Town is the owner of the Performing Arts Center facility on Iron Horse Boulevard, Simsbury, Connecticut;

WHEREAS, SPAC has been formed as a Connecticut non-stock corporation organized exclusively for charitable, religious, educational and scientific purposes under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any federal tax code;

WHEREAS, the mission of SPAC is to present cultural arts live performances for the enjoyment, cultural enrichment and education of today’s and future generations of citizens of all ages in the Town of Simsbury, Connecticut and other towns and cities in Connecticut;

WHEREAS, the Town has determined that this mission is consistent with its purposes in the ownership and operation of the Performing Arts Center; and

WHEREAS, the Town and SPAC acknowledge that it is in their mutual interest that the SPAC continue to manage and direct the operation of the Performing Arts Center under the terms and conditions of this Agreement as amended herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Town and the SPAC covenant and agree as follows:

1. Term of Agreement. Three (3) years beginning on January 1, 2017 and expiring on December 31, 2019. This Agreement shall supersede the prior Agreement between the parties. This Agreement may be extended for a period of one year up to two times by agreement of the parties. A request for extension must be made at least thirty (30) days prior to the expiration of the Agreement.

2. Grant. SPAC shall have the non-exclusive right to manage and conduct the operations of the Performing Arts Center during the period beginning on and including March 1 and ending on and including November 1 of each year of the Term (the “PAC Season”). The management and operation of the Performing Arts Center shall be conducted in a manner consistent with the terms and conditions set forth herein. The Town further grants to SPAC a

non-exclusive license to use and occupy the PAC Facility (as defined below) during the PAC Season for purposes consistent with its mission as set forth in ¶ 4 hereof. SPAC acknowledges and agrees that the Town may use the PAC Facility for any purpose during the PAC Season so long as the Town's use does not unreasonably interfere with SPAC events as outlined in Attachment B and as set forth in Section 9 herein. Notwithstanding the foregoing, SPAC shall be provided with an office located at the PAC Facility, access to which shall be provided for the entire term of the Agreement and not restricted to the PAC Season.

3. The Premises. The Premises covered by this Agreement includes the Performing Arts Center and its adjacent grounds including eating areas and parking lots, as set forth in Attachment A. The Premises shall include adjacent playing fields for lawn seating and concession stands during PAC events, and extends to the area of the adjacent Iron Horse Boulevard Right-of-Way, collectively, the "PAC Facility".

4. Mission of SPAC. Prior to the beginning of the 2017 season, SPAC shall provide the Town's Board of Selectmen with a mission statement acceptable to the Board of Selectmen. Such mission statement shall include: (1) presentation of live cultural arts performances and to host cultural and community events at the PAC Facility for the enjoyment, cultural enrichment and education of the residents of the Town of Simsbury and beyond; and (2) raising money for operating expenses and capital improvements to the PAC Facility. A copy of the approved mission statement shall be attached hereto as Exhibit D. In the event that SPAC seeks to change its mission statement the proposed changes shall be presented to the Town's Board of Selectmen for review and approval.

5. Services Provided by SPAC. The services to be provided by SPAC in carrying out its mission are set forth and described in detail in Attachment B to this Agreement. The services described in Attachment B shall include SPAC's right to set up concessions at SPAC events, subject to appropriate licenses and approvals.

In carrying out its services herein, SPAC will schedule additional live performances and community events, which may include:

- Concerts of different genres, featuring a range of performers from local talent to top tier talent consistent with the historical use of the PAC Facility;
- Other cultural and community events (to include movies, events for children and events consistent with the historical use of the PAC Facility). Use of the PAC Facility for community events by local not-for-profits shall not be unreasonably withheld;
- Septemberfest; and
- Performances and events by community groups that provide performance opportunities for the residents of the Town as set forth in Attachment B.

6. Responsibilities of SPAC. In performing the services outlined above, SPAC shall be responsible for all costs required for its operation and for the presentation of SPAC events at the PAC Facility above and beyond the Town's routine and customary building and field maintenance costs. SPAC shall be responsible for purchasing, maintaining and fueling its own equipment. Provided that SPAC (a) conducts routine basic maintenance checks of its equipment during the PAC Season; (b) utilizes Culture, Parks & Recreation to conduct off-season maintenance of the equipment; and (c) recognizes that in some cases SPAC may need to utilize third parties for more complex equipment repairs, Culture, Parks & Recreation shall continue to provide maintenance of equipment at the request of SPAC in accordance with the Schedule of Fees for Town Services included as Attachment C. Provision of such services by the town shall be at the sole discretion of the Director of Culture, Parks & Recreation or his/her designee, or the Director of Public Works or his/her designee. Town equipment, including golf carts from Simsbury Farms, shall not be loaned or leased to SPAC and the Town shall not provide fuel for SPAC equipment.

SPAC shall reimburse the Town for the cost of any and all services above and beyond services required to maintain the PAC Facility. Such reimbursements shall include:

- Administrative Fee: A flat fee of two thousand five hundred dollars (\$2,500) to reimburse the Town for administrative costs incurred in connection with preparation of the PAC Facility for the PAC Season, events at the PAC Facility and for the termination of the season. This fee shall be paid at the conclusion of the season on November 1.
- Fees for Town Services: Services above and beyond the routine and customary maintenance of the PAC Facility requested by SPAC (e.g., additional mowing, etc.) may be provided by the Town, subject to the prior approval of the Director of Culture, Parks & Recreation or his/her designee, or the Director of Public Works or his/her designee, according to the Schedule of Fees for Town Services included as Attachment C. The Town shall invoice SPAC for these services on a monthly basis and SPAC shall pay each such invoice within thirty (30) days of receipt.

In addition, SPAC shall be responsible for the following:

(a) care of the PAC Facility above and beyond the general maintenance provided by the Town, including clean-up after events and activities held at the PAC Facility and run by SPAC. In the event that SPAC sprays for insects at the PAC Facility, only pesticide applicators certified by the Department of Energy and Environmental Protection ("DEEP") shall be retained and only pesticides permitted by DEEP shall be used. SPAC shall also ask the DEEP-certified applicator to explore the use of larvicides when possible.

(b) monthly payment of electricity, internet and telephone bills submitted for payment by the Town.

(c) SPAC warrants and represents that it has obtained a Recognition of Exemption under Section 501(c)(3) of the Internal Revenue Code with the Department of the Treasury, Internal Revenue Service. The obligations of the parties hereunder are contingent upon the continued maintenance of SPAC's exempt status.

(d) providing the funds required to provide the Services described above including but not limited to the cost of staff, consultants, development of operational plans for the SPAC Season, and providing events to the public at reasonable rates.

(e) carrying out all of its operations consistent with all pertinent ordinances and regulations of the Town and State, including but not limited to the obtaining of public gathering permits as required by the Town.

(f) SPAC shall use its best efforts to ensure that events at the PAC are held to a decibel level that does not unreasonably interfere with the rights of others to enjoy their property. 85 decibels is an industry standard for maximum volume and shall serve as a guideline for events at the PAC. In the event that the town receives numerous and repeated complaints of excessive decibel levels, a maximum decibel level and a protocol for determining the actual decibel level may be included as part of the Public Gathering Permit process.

(g) SPAC Governance: The SPAC Board is comprised of a number of Board members as determined by SPAC consistent with its documents of incorporation, a majority of whom are appointed by the Town. If the number of Board members changes, the number appointed by the Board of Selectmen shall change such that a majority of Board members are appointed by the Town. Neither the number of Board of Selectmen appointments nor the powers of the Board of Selectmen's appointees may be diminished.

7. Capital Improvements. SPAC shall, on an annual basis, provide the Town with a list of proposed capital improvements to the PAC Facility in order of priority and with the proposed time frame for completion of the proposed capital improvements. SPAC shall include in its proposal the amounts SPAC has raised for each proposed capital improvement and the anticipated cost to the Town of each such proposed capital improvement.

SPAC shall present the proposed capital improvements as soon as possible for the upcoming capital improvement process and no later than December 1 of each year so that the proposed improvements can be considered for inclusion in the Town's capital planning process for the subsequent fiscal year.

SPAC is prohibited from making capital improvements to the PAC Facility without prior approval of the Town. Capital improvements shall be coordinated by the Town and SPAC to minimize disruption of the SPAC Season. To the extent that a capital improvement materially alters the scope of this Agreement (for example, the addition of a Green Room), SPAC's right to use the improvement as part of its operation of the PAC Facility shall be negotiated at the time the improvement is made, it being understood that the SPAC's right to use such improvements will not be unreasonably withheld or conditioned.

SPAC and the Town may work cooperatively to complete applications for and to secure grant funding for capital improvement and other projects. Nothing herein shall be construed as creating an obligation on the part of the Town to fund SPAC proposed capital improvements or its operating expenses.

8. Responsibilities of the Town. The Town shall continue to provide routine and customary building and field maintenance for the PAC Facility and the surrounding grounds (to include parking areas, sidewalks and access to the facility) and shall make all necessary repairs, except for any repairs required because of the negligence of SPAC, its employees, agents, contractors and volunteers.

The Town shall provide electricity, internet and telephone services to the PAC Facility. SPAC shall promptly reimburse the Town for the cost of such services. In the event that the PAC Facility is used for non-SPAC events, the Town shall reduce the cost of electricity, internet and telephone use to reflect this additional usage.

9. Use of the PAC Facility by the Town. The Town may use the PAC at any time outside of the SPAC Season. During the SPAC Season the Town may use the PAC Facility provided that: (1) the use does not interfere or conflict with the scheduled activities of SPAC and (2) the notice of the proposed use is provided to SPAC at least one week prior to the proposed use. The costs directly related to any such additional events shall be the responsibility of the Town and shall not be borne by SPAC.

10. Liability, Indemnity and Insurance. The PAC Facility as defined in Attachment A shall be insured by the Town as a municipal facility and SPAC shall be named as an additional insured. The Town shall indemnify and hold harmless SPAC and its directors from any claims, loss or liability relating to the PAC Facility and any other liability arising from matters for which the Town is responsible under this Agreement.

If the whole or part of the PAC Facility is damaged or destroyed by any casualty, then SPAC'S obligations and duties under this Agreement shall be equitably suspended in light of the impairment to that portion of the facility of which SPAC is deprived on account of such damage or destruction or the work, repair, restoration, replacement or rebuilding.

In the event of any damage to any portion of the facility during the SPAC season, the Town shall within a reasonable time repair, restore, replace or rebuild the facility to substantially the condition in which the facility was immediately before such damage or destruction, in accordance with the specifications approved by the Town and SPAC. If the Town fails to diligently execute the repair, replacement, rebuilding or other work described in this Paragraph 11, then SPAC shall have the right to terminate the Agreement as of the date of the damage or destruction by giving written notice to the Town.

SPAC shall provide comprehensive insurance coverage for all of its activities. The forms of insurances coverages shall include general liability coverage, D&O coverage, alcohol sales coverage, workmen's compensation coverage and property damage coverage for all of its equipment and fixtures located at the facility. Where appropriate the Town shall appear as an additional insured on the insurance policies. Certificates of Insurance in the coverages and the amounts acceptable to the Town shall be filed with the Town. Such insurance must be by insurance companies licensed to write such insurance in Connecticut. Such insurance shall remain in place for the duration of the term of this Agreement and shall not be diminished without the prior written approval of the Town. If such insurance shall for any reason lapse, this Agreement shall be null and void without notice to SPAC and SPAC shall quit the Premises.

SPAC shall defend, indemnify, protect and hold the Town harmless from and against any claim, loss, expense, actions, causes of actions, damages, and obligations, financial or otherwise to any person or property arising from SPAC's use and occupancy of the Premises, SPAC's breach of any covenant contained herein or any acts, negligent acts, errors, or omissions of SPAC and its employees, agents and volunteers, arising from SPAC's performance under this Agreement, except in the case of design or construction flaws which result in loss, expense, or damage, financial or otherwise, through SPAC's use of the Premises. The Town shall defend, indemnify, protect and hold SPAC harmless from and against any claim, loss, expense, actions, causes of actions, damages, and obligations, financial or otherwise to any person or property arising from the Town's use of the Premises, the Town's breach of any covenant contained herein or any acts, negligent acts, errors or omissions of the Town and its employees, agents and volunteers.

SPAC and the Town shall work cooperatively and with the Town's insurance advisors on the form and amounts of SPAC's insurance coverage. To the extent possible, insurance coverage for SPAC and the Town shall be coordinated in such a manner as to reduce the total overall cost of insurance with respect to the entire premises.

11. Arbitration of Disputes. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, including but not limited to a dispute as to a default under Paragraph 10 hereof, shall be subject to and decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

a. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceeding based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

b. Proceeding to arbitration and obtaining an award thereunder shall be a condition precedent to the bringing or maintaining of any action in any court with respect to any claim, dispute, or other matter in question arising under this Agreement.

c. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the parties to this Agreement and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other arrangements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

d. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

e. Each party shall bear equally the cost and expense, if any, of said arbitration.

12. Effective Date of Agreement. The Effective Date shall be the date on which the signatures of all the parties have been affixed hereto. Each party warrants its authority to enter into this Agreement and to undertake its obligations hereunder.

13. No Assignment. Neither the Agreement nor any of the rights created by the Agreement may be assigned or assumed by any third party without the prior written consent of other party. Any such approval shall be at the sole and complete discretion of the Town or SPAC as the case may be.

14. Termination of Agreement. The Agreement shall terminate on December 31, 2019, unless the term is extended by mutual consent of the parties. The parties agree that there is no automatic renewal term.

a) By the Town: Town may terminate with not less than six (6) months' notice for default in the performance of the Agreement by SPAC:

- Default shall consist of failure to perform duties and obligations under the Agreement; or
- Failure of SPAC to provide any cultural events, other than TMMF, during the event season;
- Town shall provide a notice of default; SPAC shall have thirty (30) days to remediate the default.

The Town reserves the right to terminate this Agreement at any time without notice in the event of destruction of, or significant damage to, the PAC Facility in the event that the Town at its sole discretion elects not to repair or reconstruct the PAC Facility. The Town further reserves the right to terminate this Agreement for its convenience at its sole discretion. In the event the Town cancels the Agreement for its convenience it shall give SPAC notice on or before September 1 for termination of the Agreement on December 31.

b) By SPAC: SPAC may terminate with not less than six (6) months' notice upon default in performance of the Agreement by the Town, including:

- Failure of the Town to properly maintain the facility and grounds;
- Failure to make payments for utilities which may cause their discontinuance;
- SPAC will provide a notice of default; the Town shall have thirty (30) days to remediate the default;
- If SPAC determines that it is not able to perform its obligations under the terms of the Agreement. It will continue operations during the six (6) month period.

15. Building Repairs. The Town agrees at its own expense to make all necessary repairs to the roof, the structural elements, and the exterior of the Performing Arts Center Band Shell ("the Building") and other structures on the premises, including windows, walls, foundations and to the heating, cooling, electrical (and) plumbing systems, and structural elements for the entire term of this Agreement, except for any repairs required because of the negligence of SPAC, its employees, agents, contractors or invitees. Routine maintenance and repairs to the heating, cooling, plumbing, electrical systems and other operational systems, shall also be the responsibility of the Town.

The Town shall be responsible for replacing any portion of the Building, including but not limited to windows, walls and foundations, or the heating, cooling, plumbing, electrical systems and other operational systems, as from time to time may become worn out or obsolete. The Town further agrees at its own expense to keep the Building and adjacent areas dedicated to its uses in good order, condition and repair, including routine cleaning, landscape

maintenance, trash removal and other janitorial services, provided that during the PAC Season SPAC shall be responsible for trash removal and janitorial services. At the completion of the season, the building (including the bathroom) shall be returned to the Town in the same condition it was in at the beginning of the PAC Season. SPAC shall also be responsible for cleaning above and beyond this general maintenance after a cultural event or activity that is held at the facility run by the SPAC.

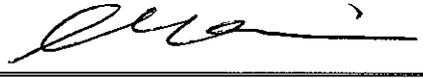
The Town shall maintain the parking areas, sidewalks, steps and access ways to the building, in good condition and repair.

16. Audit. Within ninety (90) days of the end of its fiscal year, SPAC agrees to commission a financial audit of the SPAC for the preceding year, which audit shall be completed no later than May 1 unless notified by SPAC of a different date, which notice shall be provided no later than April 1. In no event shall the audit be completed later than August 1. SPAC shall provide a copy of such audit to the Town Finance Director within thirty (30) days of its receipt. At the Town Finance Director's sole discretion, the Town may accept a copy of the SPAC IRS 990 filing in lieu of an audit.

17. Force Majeure. The parties hereto shall be excused for the period of any delay in the performance of any obligations hereunder, when prevented from so doing by cause or causes beyond their control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through acts of God.

18. Entire Agreement. This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties, successors or assigns.

IN WITNESS WHEREOF, the parties have hereunto set, or caused to be set, their hands and seals the day and year first aforementioned.

<b>Simsbury Performing Arts Center, Inc.</b>	<b>Town of Simsbury</b>
By: 	By: 

## **ATTACHMENT B**

### **Activities for the Performing Arts Center**

The SPAC shall be entitled to use the Property for the following events:

1. The Talcott Mountain Music Festival
2. Concerts of popular music genres, such as Country and Western, Rock, etc.
3. Festivals, such as SeptemberFest
4. Musical recitals
5. Chamber music concerts
6. Lectures
7. Film
8. Stand-up comedy performances
9. Art exhibitions
10. Charitable Fundraising activities
11. Live dramatic presentations
12. Ballet and other forms of dance

This list is illustrative and not exhaustive as it is contemplated that SPAC might hold other educational, cultural and charitable events similar in nature to those listed. As scheduling permits, the SPAC shall make available suitable areas of the building for public and private schools, civic organizations and private individuals for events and usage including, but not limited to:

1. Simsbury High School Graduation
2. Presentations by amateur, community theatre and performing arts groups, such as the Simsbury Summer Theater for Youth
3. School performances
4. Catered small receptions, such as the Simsbury Youth Football Dinner
5. Meetings of civic organizations, such as the Simsbury Garden Club

The SPAC shall have the right to make appropriate charges to the above users to defray the cost of utilities, personnel, clean-up and other overhead costs associated with such activities.

## ATTACHMENT C

### SCHEDULE OF FEES FOR TOWN SERVICES

All requested additional maintenance shall be requested in writing one week prior to the necessary date and are subject to the approval of the Director of Culture, Parks & Recreation or his/her designee or the Director of Public Works or his/her designee. Requests for additional maintenance made less than two days prior to the date the repaired equipment is needed will be charged at a double-time (2x) rate of pay.

<b>Service</b>	<b>Fee</b>
Mowing of Fields/Parking Lots	Labor - \$90.00 Fuel - \$20.00
Irrigation System Repairs	Direct Pay – Contractor
Repair of Dedicated PAC Equipment i.e. golf carts, utility vehicles, etc.	\$45/hr. plus parts
Miscellaneous	Charged for actual staff time and materials

## **Private Duty Fee Schedule**

Adopted by the Board of Selectmen on February 15, 2017, Effective July 1, 2017

### Normal Event Rates:

- \$100 per hour per officer in 4 hour blocks (this rate includes the administrative fee)
- \$10 per hour for vehicles (rounded to nearest hour, not 4 hour block)

### Town Sponsored Event Rates:

- Actual overtime pay rate for officers on duty per hour per officer in 4 hour blocks
- \$10 per hour for vehicles (rounded to nearest hour, not 4 hour block)



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Appointment of Tom Earl to the Economic Development Commission
2. **Date of Board Meeting:** February 11, 2019

3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager; Melissa Appleby, Deputy Town Manager  
*maria E. Capriola*

4. **Action Requested of the Board of Selectmen:**  
If the Board of Selectmen supports the recommendation from the Economic Development work group regarding Mr. Earl's appointment to the Economic Development Commission (EDC), the following motion is in order:

*Move, effective February 11, 2019 to appoint Tom Earl (D) to the Economic Development Commission as a member with land use expertise, with a term expiring October 10, 2020.*

5. **Summary of Submission:**  
At its October 10, 2018 meeting the Board of Selectmen approved the appointment of 7 members to the EDC. At the January 14, 2019 Board of Selectmen meeting the Board voted to accept the resignation of Lori Feldman from the Commission.

Per Town Charter, the person appointed by the Board of Selectmen to fill Ms. Feldman's seat must be from the same political party, in this case a Democrat. The Economic Development work group recently interviewed applicants with assistance from Bob Crowther, EDC Chair. Pursuant to the policy resolution regarding EDC membership, the work group primarily sought candidates with land use, architecture, communications, marketing, or public relations experience.

Ms. Feldman's term was set to expire on 10/10/2020; if Mr. Earl is appointed to fill her vacancy he will have the same expiration date.

Mr. Earl is retired and most recently worked as the Chief Financial Officer at Westminster School, where he was employed for 42 years. He has a MBA in Finance, is a Simsbury resident and has volunteered and remains a volunteer for organizations within the community. His biography is attached.

6. **Financial Impact:**  
None

7. **Description of Documents Included with Submission:**

- a) Biography of Tom Earl
- b) Adopted EDC Membership Policy Resolution, dated August 13, 2018

## Tom Earl Biography

Education: BA - Colgate University  
MBA - Boston University

Employment:

**Westminster School - retired in August 2018.**

Chief Financial Officer, Business Manager - main responsibilities included: Short and long term budgeting, developing financial sustainability models, hiring, evaluating employees, establishing benefit packages including health insurance, pension, holidays and vacation policies, reporting directly to Headmaster of the school, making presentations to Board of Trustees, many other daily responsibilities.

Head of Construction Committee - for over 15 years - period of extensive building on Westminster Campus - e.g. Armour Academic Center, Armstrong Dining Hall, Sherwin Health and Fitness Center, several new dormitories - worked closely with architects, construction companies, school trustees, consultants - from schematic design through final construction, required many meetings over the years with town committees - e.g. Planning, Zoning, Design Review Board - also many meetings with town officials - Building Inspector, Fire Marshal, etc.

Coach of Boys Varsity Hockey team - for 20 years

**Previous employment - Professional Hockey Player** - for 7 years - last 5 with the New England Whalers

Volunteer History:

Granby Volunteer Ambulance Association - EMT - for approximately 3 years before moving to Simsbury

Simsbury Youth Hockey Association - for many years - coach - also Head of coaches - ran clinics for Simsbury youth hockey coaches

Connecticut Association of Human Services - Financial Literacy Program - work with individuals and families to help them with financial problems

Trustee - Horizons at Westminster - educational program for Hartford inner city students sponsored by Westminster - 8 week summer program on Westminster campus

Personal:

Married to Kit Earl - 4 children, 7 grand children - Kit still works at Westminster as the school's Student Store Manager.

Lives in Simsbury and enjoys yoga, bike riding, reading, learning to play piano, visiting with children who live in the Boston area and in Toronto, watching grand children play sports.

### ***Economic Development Commission Membership Policy Resolution***

Move effective, August 13, 2018 to establish the desired skill sets and qualifications for the seven (7) Economic Development Commission membership slots as follows:

- (1) Member representing the Simsbury development community, commercial or residential
- (3) Members representing the Simsbury business community
- (1) Member with land use or architectural expertise
- (1) Member with marketing, public relations, or communications expertise
- (1) Member with tourism expertise

The intent of the Board is to fill the seven (7) membership slots with individuals possessing the identified skill sets and qualifications. If however, the Board is unsuccessful in identifying a qualified individual(s) to fulfill one or more of the membership slots, the Board of Selectmen may consider and appoint an individual(s) that possesses any of the desired skill sets identified above. No more than five (5) of the seven (7) members can be from the same political party.

Further move to establish three (3) Economic Development Commission ex-officio membership slots, in addition to the Town Manager as established by ordinance:

- (1) Member of the Board of Selectmen (liaison)
- (1) Member of the Planning Commission
- (1) Member of the Zoning Commission

The Board of Selectmen reserves the right to amend this resolution as necessary to modify membership qualifications for both regular and ex-officio members.



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Appointment of Susan Masino and Timothy Walczak to the Connecticut Forest and Park Association Trail Stewardship Council
2. **Date of Board Meeting:** February 11, 2019

3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager; Eric Wellman, First Selectman

*Maria E. Capriola*

4. **Action Requested of the Board of Selectmen:**  
If the Board of Selectmen supports the recommendation to appoint Ms. Masino and Mr. Walczak to the Connecticut Forest and Park Association Trail Stewardship Council, the following motion is in order:

*Move, effective February 11, 2019, to appoint Susan Masino (U) and Timothy Walczak (R) to the Connecticut Forest and Park Association Trail Stewardship Council.*

5. **Summary of Submission:**

The Connecticut Forest and Park Association reached out to the Town indicating it would be reactivating its Trail Stewardship Council and wanted to confirm Simsbury members. The Connecticut Forest and Park Association Trail Stewardship Council was formed in 2009 coinciding with the designation of the Metacomet, Mattabesett, and Menunkatuck Trails in Connecticut as part of the New England National Scenic Trail (NET). The Council includes 2 representatives from each of the 20 communities in Connecticut that the trail passes through, with Simsbury being one of those communities. The Council was formed as an advisory board for trail management issues and community engagement.

Both members that previously represented Simsbury on the Trail Stewardship Council no longer reside in town. Susan Masino and Tim Walczak currently serve on our Open Space Committee. They both have a willingness to serve as our representatives to the Trail Stewardship Council. Their expertise in this area and interest in our natural resources are particularly relevant to this appointment.

6. **Financial impact:**

None

7. **Description of Documents Included with Submission:**

None



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Appointment of Pastor Gene Ott to Community for Care
2. **Date of Board Meeting:** February 11, 2019
3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**  
If the Board of Selectmen supports the recommendation from Community for Care, the following motion is in order:  
  
*Move, effective February 11, 2019 to appoint Pastor Gene Ott as a member of Community for Care with a term expiring December 2, 2019.*
5. **Summary of Submission:**  
Community for Care has recommended the appointment of Pastor Gene Ott to the committee as a member with a term expiring December 2, 2019. Mr. Ott is a pastor at Simsbury United Methodist Church and has been participating in Community for Care.  
  
Appointed by the Simsbury Board of Selectmen, Community for Care brings Town and school officials together with community members to discuss, communicate and solve problems around issues of mental health and substance abuse in our community.
6. **Financial Impact:**  
None
7. **Description of Documents Included with Submission:**  
None

## **CALL TO ORDER**

The Regular Meeting of the Board of Selectmen was called to order at 6:00 p.m. in the Main Meeting Room of the Simsbury Town Offices. Present were: First Selectman Eric Wellman; Board members Cheryl Cook, Michael Paine, Sean Askham, Chris Peterson, and Christopher Kelly. Others in attendance included: Town Manager Maria E. Capriola; Deputy Town Manager Melissa Appleby; Director of Culture, Parks, and Recreation Tom Tyburski; Tax Collector Colleen O’Connor; Finance Director/Treasurer Amy Meriwether; Director of Planning Mike Glidden; Police Chief Boulter; Chief Administrator of the Simsbury Fire District Kevin Kowalski; and other interested parties.

## **PLEDGE OF ALLEGIANCE**

Everyone stood for the Pledge of Allegiance.

## **PUBLIC AUDIENCE**

Joan Coe, 26 Whitcomb Drive, spoke about the Police radio system, the Performing Arts Center storage barn, employees who have been terminated and their severance packages, vaping and mind altering drugs, sale of land for solar panels, and other issues.

Sue Masino, 41 Madison Lane, spoke about the Old Growth Forest Network designation for Belden Forest, the 350<sup>th</sup> Town anniversary, and other issues.

## **PRESENTATION**

### **a) Public Safety Radio System Feasibility Study**

Michael Manning, Project Manager from Federal Engineering gave a presentation on the Town’s public safety radio system. Travis LePage, Director and Mike Harper, Senior Consultant on the study were available on the phone.

Mr. Manning spoke about the current radio system the Town uses and how the Police Department, Public Works Department, the Board of Education, and the Simsbury Volunteer Ambulance Association continue to experience coverage and interference issues throughout the Town.

He said Federal Engineering’s assessment included reviewing maintenance contracts, FCC licenses, surveys, and interviews with the Departments’ staff. He also spoke about the possibility of sharing a system with Avon.

Mr. Manning went through the cost estimate comparisons between Alternative 1 and Alternative 2 and said Phase II of the project will include the design and procurement for the full system build-out.

After discussion, no action was taken at this time.

## **FIRST SELECTMAN’S REPORT**

First Selectman, Wellman, reviewed his First Selectman’s report.

## **TOWN MANAGER’S REPORT**

Town Manager, Capriola, reviewed her Town Manager’s report.

## **SELECTMEN ACTION**

Mr. Askham made a motion to amend the agenda to move item g to item a. Ms. Cook seconded the motion. All were in favor and the motion passed.

### **a) Old Growth Forest Network Designation for Belden Forest**

Mr. Wellman said the Old Growth Forest Network is a national nonprofit working to create a network of older forests within each county in the U.S. where forests grow naturally. The Open Space Committee endorsed seeking an Old Growth Forest Designation for Belden Forest. The Conservation Commission made a recommendation for the Board of Selectmen to seek this Designation.

Mr. Peterson made a motion, effective January 28, 2019, to authorize Town Manager Maria E. Capriola to sign application materials to include Belden Forest in the Old-Growth Forest Network and to execute the Old Growth Forest Network’s Memorandum of Agreement should our application be accepted. Mr. Askham seconded the motion. All were in favor and the motion passed.

### **b) Tax Refund Requests**

Ms. Cook made a motion, effective January 28, 2019, to approve the presented tax refunds in the amount of \$42,297.97, and to authorize Town Manager, Maria E. Capriola, to execute the tax refunds. Mr. Kelly seconded the motion. All were in favor and the motion passed.

### **c) Proposed Tax Sale**

Mr. Paine recused himself.

Mr. Wellman said there are currently 20 properties that meet the threshold for a tax sale. In July there were 30 properties, but 10 properties have already paid.

Ms. Capriola said staff is working with the Town Attorney regarding the demand letter and timeframe on this tax sale.

Mr. Kelly made a motion, effective January 28, 2019, to proceed with a tax sale as presented. Ms. Cook seconded the motion. All were in favor and the motion passed.

Mr. Paine rejoined the meeting.

### **d) Quarterly Budget Status Report**

Ms. Meriwether said the Town received notification that we will be receiving a reimbursement for the October 2011 winter storm from FEMA. These are unanticipated funds and will be in excess of the FY2018/19 budget revenues.

Ms. Meriwether also spoke about the Simsbury Farms Fund expenditures exceeding the revenues and spoke about projected balances by the end of the fiscal year.

No action was needed at this time.

**e) FY 17/18 Comprehensive Financial Audit**

Ms. Meriwether went through some highlights of the Financial Audit. She said there were some issues and were fixed before the auditor’s report.

No action was needed at this time.

**f) Proposed 2019 Aquatics and Day Camp Fee Schedules**

Mr. Tyburski said the Culture, Parks and Recreation Department staff is proposing small increases to some aquatic facility fees and summer day camp program rates. They are trying to encourage people to take advantage of the pre-season sale prices.

Mr. Kelly made a motion, effective January 28, 2019, to approve the 2019 fee schedules for aquatics and day camp programs as presented. Ms. Cook seconded the motion. All were in favor and the motion passed.

**g) Proposed Improvements to Storage Barn at the PAC and Fee Waiver Request**

Missy DiNunno said the tarps they have been using are aging and they would like to put up a roof structure on the east side of the barn. The structure is for the event chairs. They will be within the Conservation Commission’s stipulated restrictions.

Ms. Capriola said this is a three-part process because the Town is the owner of the property:

- 1) For Ms. Capriola to sign the land use applications
- 2) To approve the waiver request
- 3) To accept the donation, at a later date

Mr. Askham made a motion, effective January 28, 2019, to authorize the Town Manager to sign applications related to the proposed roof structure addition to the Simsbury Performing Arts Center Barn on behalf of the Town of Simsbury. Mr. Kelly seconded the motion. All were in favor and the motion passed.

Mr. Paine made a motion, effective January 28, 2019, to approve the request for the fee waivers corresponding to the proposed roof structure addition to the Simsbury Performing Arts Center Barn subject to design approval by Land Use Commissions. Mr. Kelly seconded the motion. All were in favor and the motion passed.

**h) Tax Abatement for Volunteer Firefighters and Ambulance Personnel Work Group**

Mr. Wellman said the Fire District is requesting an update to the current tax abatement. If the Board establishes a work group, they will be tasked with reviewing the Fire District’s proposed changes and exploring other possible updates to the current ordinance.

Mr. Kowalski said there was an oversight in the ordinance the last time it was changed in 2016. Instead of going in \$200 increments, there was a flat \$500 and \$1000 abatement and the change in the 25 years of service.

The changes were approved, however the changes were not published in the new ordinance. There was also a change in definition of residence.

Ms. Cook made a motion, effective January 28, 2019, to establish a work group of the Board of Selectmen to review and assess the Tax Abatement for Volunteer Firefighters and Ambulance Personnel. Further move to appoint Sean Askham and Chris Peterson to the Tax Abatement for Volunteer Firefighters and Ambulance Personnel Work Group. Mr. Kelly seconded the motion. All were in favor and the motion passed.

**i) Proposed Social Media and Website Use Policy**

Mr. Wellman said the need for a policy came out of discussions with the Economic Development Work Group. This proposed policy has been reviewed by staff, the Town Attorney, labor counsel and the Personnel Sub-Committee for feedback. The proposed policy will be referred to relevant boards and commissions prior to coming back to this Board for approval.

Mr. Kelly made a motion, effective January 28, 2019, to refer the proposed Social Media and Website Use Policy to the Technology Task Force and to advisory and elected bodies that have an existing social media or web presence, with a request that comments be sent back by March 1, 2019. Mr. Askham seconded the motion. All were in favor and the motion passed.

**j) Proposed Remote Access Policy**

Mr. Wellman said the policy describes requirements for securing remote access to the Town’s networks. The draft was approved by the Technology Task Force and includes feedback from the Town Attorney.

Ms. Appleby said it strengthens IT policy and procedures and helps with cyber security. It includes the approval process for authorizing remote access users, and parameters for approved devices.

Mr. Paine requested a minor edit to the last sentence in the second paragraph of the “Purpose” section to read “Town Manager or his/her designee.”

Mr. Askham made a motion, effective January 28, 2019, to adopt the Remote Access Policy as presented. Mr. Paine seconded the motion. All were in favor and the motion passed.

**REVIEW OF MINUTES**

**a) Regular Meeting of January 14, 2019**

There were no changes to the regular minutes of January 14, 2019, and, therefore, the minutes were adopted.

**SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS**

- a) **Personnel** – no report at this time.
- b) **Finance** – no report at this time.
- c) **Welfare** – no report at this time.
- d) **Public Safety** – no report at this time.
- e) **Board of Education** – no report at this time.

Mr. Wellman said the Tourism Committee is willing to take on evaluating the future home of the Visitor’s Center. He explained to them that the Board is looking for information from all stake holders and a recommendation for what a Visitor’s Center will look like in the future.

**COMMUNICATIONS**

- a) **Letter from First Selectmen Eric Wellman to State Representatives re: Tobacco purchasing Age, dated January 16, 2019**
- b) **Memo from Finance Director Amy Meriwether re: Board of Finance review of Capital Budgeting Policy, dated January 23, 2019**

Ms. Askham said it is important to look at this issue. He had mentioned that he feels uncomfortable with some of the language and feels it needs to be cleaned up. He said there needs to be some clarity around the concept of “unanticipated” needs. He is recommending against changing the five year pay-back for CNR.

Ms. Capriola said the policy is developed by the Board of Finance and then reviewed by the Board of Selectmen. However, the Board of Finance ultimately adopts it.

- c) **Memo from M. Capriola, re: Legislation to Allow Delay of Property Tax Payments for Certain Federal Employees, dated January 23, 2019**

**ADJOURN**

Mr. Askham made a motion to adjourn at 7:35 p.m. Ms. Cook seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio  
Clerk



# Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

*Maria E. Capriola - Town Manager*

## MEMORANDUM

**To:** Board of Selectmen Members  
**From:** Maria E. Capriola, Town Manager *Maria E. Capriola*  
**Date:** February 6, 2019  
**Subject:** HB5254 – An Act Establishing a Pilot Program Authorizing Municipalities to Impose a Buyer’s Conveyance Fee on Real Property to Fund the Purchase and Stewardship of Open Space

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Attached for your reference, please find a letter from the Simsbury Land Trust regarding HB5254 – An Act Establishing a Pilot Program Authorizing Municipalities to Impose a Buyer’s Conveyance Fee on Real Property to Fund the Purchase and Stewardship of Open Space. The Land Trust is asking the Town to formally support the proposed legislation.

I have also attached the proposed bill and some informational materials on the topic prepared by the Connecticut Conservation Council. Should the Board desire to learn more about this topic, or discuss the matter, please let me know and I will schedule this as a future agenda item.



# SIMSBURY LAND TRUST

P.O. Box 634 | Simsbury, CT 06070 | tel 860.651.8773 | fax 860.651.8773 | www.simsburylandtrust.org

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*Preserving Simsbury  
Open Space Since 1976*

January 31, 2019

Simsbury Board of Selectmen  
c/o Eric Wellman, First Selectman  
Town of Simsbury  
933 Hopmeadow Street  
Simsbury, CT 06070

Dear Board of Selectmen,

For many years, the Town of Simsbury has supported the public and private acquisition of open space. This open space has been one reason often cited why existing and future residents choose to live in Simsbury and has been seen as having a positive impact on property values. Despite this, open space is unique among the Simsbury's public assets in that it does not have a secure funding basis for its maintenance and stewardship. If an opportunity arose, it would be in the public interest for the Town to expand its options to secure such funding for these ongoing activities.

To that end, the Simsbury Land Trust urges the Board of Selectmen to send a letter to Representative John Hampton requesting that the Town of Simsbury be included in the list of towns in support of proposed legislation to be introduced for a "Municipal Open Space Funding Bill". This State-level enabling legislation as initially proposed would allow, but not require, select towns and cities to establish their own dedicated source of conservation funding. Under this proposed bill locally-raised revenue would allow towns to fund projects and steward land. These funds could be used to fulfill match requirements for state or federal grant programs; acquire new parcels of open space and farmland, and / or maintain lands currently protected by our community. By adding Simsbury's support to this enabling legislation Simsbury would have the option to decide whether or not to take advantage of this funding mechanism at a later date.

The Land Trust recognizes that the Town has land that that connects and enhances other open space properties including the Land Trust, State, and water company properties. In addition the town has unique properties that cannot be duplicated. Accordingly, it is the view of the Simsbury Land Trust that the Town' endorsement of this enabling legislation would further the discussion as to how to secure permanent funding for the Town's Open Space.

Sincerely,

Fred Feibel, President  
Simsbury Land Trust



General Assembly

January Session, 2019

**Committee Bill No. 5254**

LCO No. 3401



Referred to Committee on ENVIRONMENT

Introduced by:  
(ENV)

**AN ACT ESTABLISHING A PILOT PROGRAM AUTHORIZING MUNICIPALITIES TO IMPOSE A BUYER'S CONVEYANCE FEE ON REAL PROPERTY TO FUND THE PURCHASE AND STEWARDSHIP OF OPEN SPACE.**

Be it enacted by the Senate and House of Representatives in General Assembly convened:

1 Section 1. (NEW) (*Effective from passage*) (a) A municipality may  
2 impose, by vote of the legislative body of such municipality, a buyer's  
3 tax on the conveyance of real property, occurring on or after July 1,  
4 2019, at the rate of not more than one per cent of the consideration paid  
5 by the buyer in excess of one hundred fifty thousand dollars. Such tax  
6 may be retained by the municipality, shall be kept in a separate  
7 account and shall be used for any of the following purposes approved  
8 by the Office of Policy and Management: (1) Purchase of development  
9 rights related to or the purchase of open space land, forest land, farm  
10 land or waterfront property by the municipality or by the municipality  
11 in cooperation with the state or federal government or with a private  
12 organization such as a land trust, (2) brownfield remediation, or (3)  
13 other environmental projects.

14 (b) Conveyances resulting in the preservation of open space land,

15 forest or farm land shall be exempt from any tax imposed pursuant to  
16 the provisions of subsection (a) of this section.

This act shall take effect as follows and shall amend the following sections:		
Section 1	<i>from passage</i>	New section

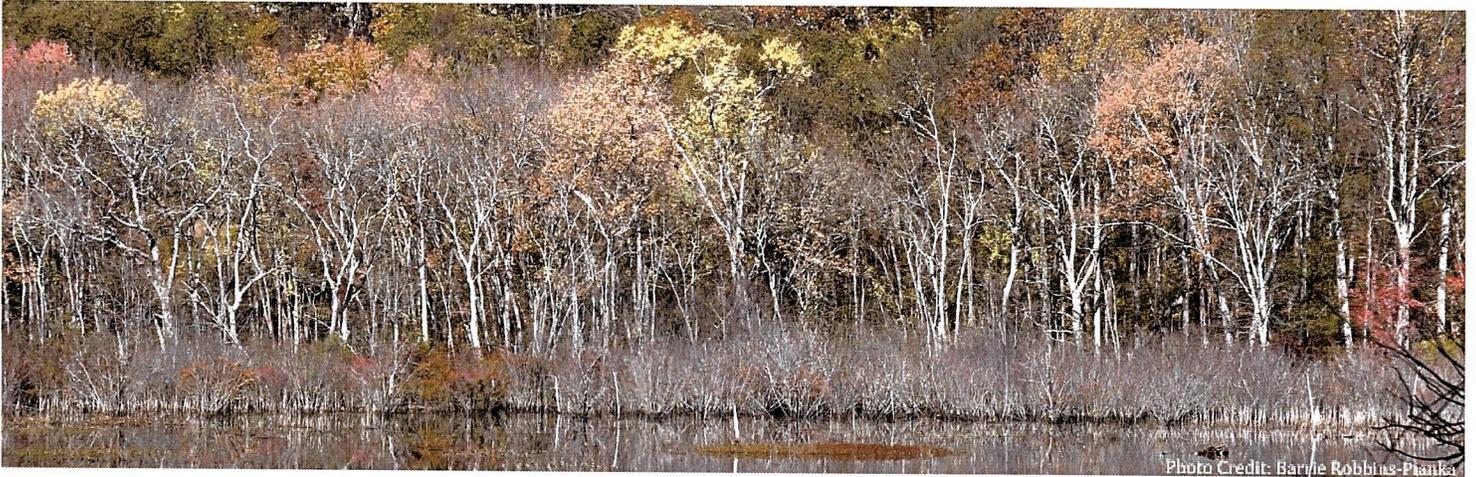
**Statement of Purpose:**

To enable municipalities such as Bolton, Bozrah, Bloomfield, Bethany, Coventry, Hartford, Lyme, New London, Norfolk, North Stonington and Warren to impose a conveyance tax on certain real property sales in order to generate funds for the preservation of open space.

Co-Sponsors: REP. GRESKO, 121st Dist.

H.B. 5254

# CONNECTICUT Land Conservation Council



## Enabling a Local Option for Land Conservation and Stewardship Funding

### Frequently Asked Questions

As of 11.27.18

**What does this bill do?** The proposed legislation would allow, *but not require*, certain municipalities to establish funding to acquire, preserve, and steward open space (including water resources) and farmland in their community by including a conveyance fee of up to 1% paid by buyers of real property.

**Why is this needed in CT?** Many cities and towns need a sustainable source of funding for local conservation and stewardship efforts that would not impact the municipal mill rate or require additional bonding. This added source of funding would enable certain communities to fulfill match requirements for state or federal grant programs, cover the costly expenses associated with acquiring land (appraisals, surveys, environmental assessments, etc.), and better maintain the town's natural open space properties, water resources, and farmland.

**If enacted, would this legislation require all towns to establish the program?** No. This legislation authorizes certain municipalities to decide, through their local public approval processes, whether to take advantage of this funding mechanism.

**Will a conveyance fee deter homebuyers or commercial investors?** Experience in other states shows the opposite. People and businesses are attracted to communities that have cleaner air and water, recreation options, local food sources, and protected natural beauty. The fee is a community investment in maintaining open spaces, water resources, and farmland, which in turn helps to sustain the community's natural assets, avoid the hidden costs of development, and even increases local property values (Gies, *Conservation: An Investment that Pays*, 2009).

**Would this make housing less affordable?** The fee is limited to a maximum of 1% and does not apply to the first \$150,000 (or a higher amount, at the municipality's discretion) of the sale price. Repaid over 20 or 30 years in a mortgage, that extra cost is minimal.

**If enacted, would the fee apply to all real property (i.e., residential, commercial, industrial)?** Yes, the proposed legislation is drafted to include all real property. However, a municipality may choose to restrict the fee to purchases of only residential property.

**May a municipality impose less than the 1% fee?** Yes. The proposed legislation indicates that the conveyance may be “up to 1%.” Therefore, a municipality may adopt a lower percentage fee.

**Can the money be used to purchase and maintain open space for active recreational purposes (i.e. ball fields)?** No. The purpose of the legislation is to fund acquisition and management of open space for passive recreation, habitat enhancement, and other natural resource protection purposes.

**Can the money be raided for other purposes?** No. If enacted, the legislation would require that funds raised through this program by the community must be dedicated to land conservation and stewardship.

**Would land purchased with these funds need to remain as town land?** This is a town decision, but towns could choose to make purchases in cooperation with land trusts, forming a local partnership that would make funds go further.

**Why allow funding to be used for stewardship?** There are two critical funding needs associated with open space and farmland protection: 1) funds for acquisition, and 2) ongoing resources for maintenance or stewardship. This legislation would allow municipalities to dedicate funding to both of these pressing needs as necessary.

**Would the conveyance fee be required in perpetuity at the local level?** Perpetuity is at the community’s discretion.

**Have other states enabled similar legislation?** Nearby states (MA, NY, RI, PA, WV) have allowed some municipalities to enact a buyer’s conveyance fee, with the income dedicated to conserving and caring for local natural areas. These programs have succeeded in protecting thousands of acres of open space, forests, meadows and farms. (See case studies, attached.)

**What is the difference between a fee and a tax?** The primary purpose of a tax is to raise revenue, whereas a fee is a payment in exchange for a service or privilege. The conveyance fee proposed by this Municipal Open Space Funding Option is revenue neutral, and provides conservation support to counteract the negative effects of development.

For more information, please contact  
Connecticut Land Conservation Council  
Amy Blaymore Paterson, Executive Director  
[abpaterson@ctconservation.org](mailto:abpaterson@ctconservation.org) or at 860-614-8537.

# CONNECTICUT

## Land Conservation Council

### 10 Reasons Why Land Trusts Support the Municipal Conveyance Fee for Funding Land Conservation and Stewardship

1. The Municipal Conveyance Fee will **support land trust goals** of conserving local open space, farmland, and community gardens, urban greenspace, scenic beauty, and protecting native plants and animals.
2. Municipalities often look to land trusts for assistance in the acquisition and stewardship of open space. This legislation would allow municipalities to dedicate funding for those purposes thereby **enhancing partnership opportunities** with local land trusts and other stakeholders.
3. By partnering with municipalities in conservation funding, land trusts can **leverage larger grants** for landscape scale conservation and stewardship.
4. Municipalities often use the funds to **pay land trust partners** for their expertise in a variety of services, like conducting baseline surveys, prioritizing conservation efforts, finding other funding partners, monitoring easements and fee lands, and carrying out stewardship projects, such as invasive species management.
5. Partnering with municipalities **strengthens community ties** between the entities, building local understanding and appreciation of land trusts that is frequently absent.
6. The conveyance fee funding mechanism **avoids taxpayer backlash**. Current municipal funding tends to be from property taxes that unfairly impact those with low incomes or overstretched resources, often causing a backlash against the conservation community when municipalities try to fund open space or stewardship projects by raising mill rates.
7. The fee is a **fair way to pay for land conservation**. Investors in local land transactions pay the fee, which is then spent to their benefit in municipal natural resources protection, thus assuring their property value.
8. Municipal involvement can strengthen trail networks with integrated recreational and educational opportunities that **enhance current land trust projects**.
9. The additional funding of local easements on farmland has enabled substantial local investment in **repurposing farms** to increase tourism and local economic benefit.
10. Generating support for the Municipal Open Space Funding Option will also **generate public awareness** about land trusts, potentially resulting in new memberships and increased interest.

For more information, please contact Executive Director Amy Blaymore Paterson at [abpaterson@ctconservation.org](mailto:abpaterson@ctconservation.org) or (860) 852-5512.