



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 – March 11, 2019 – 6:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

PRESENTATION

- a) Proclamation – Girl Scouts 107th birthday
- b) Recycling Committee “Fill IT” Program Proposal

FIRST SELECTMAN’S REPORT

TOWN MANAGER’S REPORT

SELECTMEN ACTION

- a) Tax Refund Requests
- b) Successor Collective Bargaining Agreement between the Town and IBPO Local 458
- c) Proposed Social Media and Website Use Policy
- d) FY 19/20 Budget Discussion and Adoption

APPOINTMENTS AND RESIGNATIONS

- a) Sustainability Team Appointments
- b) Proposed Appointment of Rachel Wellman to the Culture, Parks & Recreation Commission
- c) Resignation of Regina Pynn from the Clean Energy Task Force
- d) Proposed Appointment of Cheri Calnan to the Clean Energy Task Force

REVIEW OF MINUTES

- a) Regular Meeting of February 25, 2019

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

- a) Personnel
- b) Finance
- c) Welfare



- d) Public Safety
- e) Board of Education

COMMUNICATIONS

- a) Memo from Town Clerk E. Butler re: Notification of Number of Electors and Number of Polling Places
- b) Memo from Town Manager M. Capriola re: Update to the October 26, 2018 Summary of Bear Data Memo
- c) Letter from Town Engineer J. Shea re: Project Update Riverside Road – Drake Hill Road Bridge Improvements

ADJOURN



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Recycling Committee "Fill-It" Program Proposal
2. **Date of Board Meeting:** March 11, 2019
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Thomas J. Roy, Director of Public Works; Mary Turner, Recycling Committee Chair *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
This presentation is informational; no action is needed this evening.

However, if the Board is prepared to endorse this program tonight, and the Social Media and Website Use Policy is adopted later this evening, the Board will need to pass a motion authorizing the Recycling Committee to use the existing committee web page within the Town's website for this initiative, as well as to create and maintain an "app" for this program.

5. **Summary of Submission:**

The Recycling Committee is interested in reducing the amount of waste generated by one time use of plastic water bottles. To this end, they would like to develop and promote a "Fill-It" program where local businesses and town facilities would provide access to free drinking water. This program would be patterned after other successful programs across the country and would promote a healthy, affordable, sustainable and convenient way to reduce waste from plastic water bottles. The volunteers, along with the Recycling Committee, would be reaching out to local businesses requesting they agree to provide free drinking water upon request without the need to make a purchase. Participating locations may be given window stickers to help identify their participation in this program.

The Recycling Committee would be responsible for developing and implementing the marketing campaign and the Fill-It Program. The Committee is proposing to support the marketing campaign with up to \$250 in funds generated by the Swap Shack. The Recycling Committee is requesting that they be authorized to use the existing Recycling Committee web page within the Town's website for this initiative. Due to limited IT resources, we currently utilize a decentralized approach to website and social media content management. As a result, staff support is not available to maintain content for the website on an ongoing basis. Committee members would need to adhere to the Social Media and Website Use Policy should it be adopted later this evening. The Committee also requests that they be permitted to develop an "app" for this program. Currently, we do not have sufficient IT staff to support such an initiative and the Committee would need to perform the work of developing and maintaining the "app."

Should this initiative move forward, prior to finalizing and implementing the program, I would recommend a review by our LAP insurance carrier (CIRMA), our Town Attorney, and staff to ensure consistency with Town policies and procedures, as well as to review any potential liability, risk management, or legal issues.

Mary Turner, Chair of the Recycling Committee will be conducting the presentation on "Fill-It" this evening.

6. Financial Impact:

The Committee is recommending that the costs for promotional materials be supported by funds generated from Swap Shack revenue for the first year. These funds will not exceed \$250.

7. Description of Documents Included with Submission:

a) Presentation for "Fill-It"

FILL-IT Program

*Presented by the
Simsbury Recycling Committee
March 2019*

1

**People love
bottled water,
so what's the
problem?**



**Only about 30%
of the bottles
are recycled !**

FILL-IT
PROGRAM

2

How many bottles of water are sold each year?

Americans purchase approximately
42.6 billion individual 1-liter
bottles of water each year.

That's about 130 bottles per person.

<https://www.creditdonkey.com/bottled-water-statistics.html>

FILL-IT
PROGRAM

3

Most empty water bottles become litter, and can take **hundreds of years** to decompose!



FILL-IT PROGRAM

4

Share of Consumption of Packaged Beverages Worldwide

2016

Water	30%
Alcoholic	22%
Carbonated	20%
Milk & Dairy	15%
Fruit & Veggies	7%
Other Drinks	7%

FILL-IT PROGRAM

5

What is the **Partnership Program**?

In addition to our public locations, the **Partnership Program** is a network of businesses (Partners) who will refill any reusable container with tap water at no charge, no purchase necessary.

FILL-IT PROGRAM

6

Fill your water bottle for Free!

You can find participating businesses by using the website

www.fill-it-ct.org



FILL-IT
PROGRAM

7

Why tap water is often much better

- ✓ Tap water is strictly regulated by the CT Department of Public Health.
- ✓ Bottled water produced and sold in CT is subject to less stringent federal FDA regulations.

FILL-IT
PROGRAM

8

Water safety & testing

- ✓ Tap water suppliers must *regularly test* and report water quality results to the CT Department of Public Health.

FILL-IT
PROGRAM

9

Plastic water bottles exposed to heat can be toxic

- ✓ Antimony (Sb) is classified as a possible carcinogen. Long-term exposure can also lead to increased blood cholesterol and decreased blood sugar.
- ✓ Bisphenol A (BPA) mimic estrogen (synthetic estrogen) which attach to estrogen receptors. This process interferes with the normal functioning of hormones.

**FILL-IT
Program**

10

Big Don'ts:

- ✓ Don't microwave food or drinks in plastic containers.
- ✓ Don't use plastic containers for hot liquids.
- ✓ Don't reuse single-use plastics.
- ✓ Don't use old plastic water bottles.
- ✓ And, the BIG DON'T of course is this: Don't leave water in plastic bottles in your car.

**FILL-IT
Program**

11

Advertising and Signage

- ✓ Free business advertising is available on our website. This encourages foot traffic at businesses. Many who come in to fill a bottle will make purchases as well.
- ✓ At businesses, sports fields, greenways and parks there will be signage to indicate participation.

**FILL-IT
PROGRAM**

12

FILL-IT PROGRAM

Why should Simsbury support FILL-IT?

FILL-IT was created to provide residents an **easily accessible alternative to one-use bottled drinks**. Plastic bottles require expensive recycling programs and are a major source of pollution. And on top of that, we are proud of the water we supply!

- ✓ It's Healthy
- ✓ It's Affordable
- ✓ It's Green
- ✓ It's Convenient



FILL-IT PROGRAM

13

It's HEALTHY!

- ✓ Water helps you maintain healthy weight because it contains ZERO calories, ZERO sugar and ZERO fat.
- ✓ A typical 12 oz can of soda contains approximately 150 calories and sports drinks also contain high levels of sodium.

FILL-IT PROGRAM

14

It's AFFORDABLE!

TAP or BOTTLE?
THE PRICE OF ONE MONTH OF DRINKING WATER

TAP WATER
15¢
PER MONTH

BOTTLED WATER
\$116.00
PER MONTH

At around a penny per gallon from the tap, the cost of drinking the doctor-recommended 8 glasses of water daily for one month is just 15¢. The same amount of bottled water can cost up to \$116 per month.
Source: American Water

15

It's GREEN!



Plastic water bottles produced for the U.S. use 1.5 million barrels of oil a year – enough to power 250,000 homes. Refillable bottles are truly “green”.

FILL-IT PROGRAM

16

It's CONVENIENT!

Tap water is available right from your tap. And **FILL-IT locations** will make tap water easy to get in public places around the region.



FILL-IT PROGRAM

17

FILL-IT PROGRAM

In Summary:

The Program's purpose is to help us all stay healthy, reduce waste and litter, promote recycling and save money.



18

FILL-IT PROGRAM

Thank you for your attention!



#19

The End



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:** March 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 March 11, 2019 to approve the presented tax refunds in the amount of \$2,095.12, 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 \$2,095.12. The attachment dated March 11, 2019 has a detailed listing of all requested tax refunds.
7. **Description of Documents Included with Submission:**
 - a) Requested Tax Refunds, dated March 11, 2019

REQUESTED TAX REFUNDS
MARCH 11, 2019

	BILL NUMBER	TAX	INTEREST	TOTAL
List 2015				
Gionfriddo Elizabeth K	15-04-83862	\$5.00		\$5.00
Total 2015		\$5.00	\$0.00	\$5.00
List 2016				
Zentek Ted	16-02-40927	\$14.57		\$14.57
Total 2016		\$14.57	\$0.00	\$14.57
List 2017				
Smith Garrett A	17-01-07593	\$35.50		\$35.50
Zentek Ted	17-02-40901	\$10.26		\$10.26
Schreiber Pinchas	17-03-66870	\$18.21		\$18.21
Tetreault Judith A	17-03-68688	\$4.23		\$4.23
VCFS Auto Leasing Co	17-03-69703	\$957.04		\$957.04
VCFS Auto Leasing Co	17-03-69729	\$411.69		\$411.69
Konaktchiev Stoyan	17-04-81745	\$638.62		\$638.62
Total 2017		\$2,075.55	\$0.00	\$2,075.55
TOTAL 2015		\$5.00	\$0.00	\$5.00
TOTAL 2016		\$14.57	\$0.00	\$14.57
TOTAL 2017		\$2,075.55	\$0.00	\$2,075.55
TOTAL ALL YEARS		\$2,095.12	\$0.00	\$2,095.12



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Successor Collective Bargaining Agreement between the Town and IBPO Local 458
2. **Date of Board Meeting:** March 11, 2019
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Melissa A.J. Appleby, Deputy Town Manager;
Nicholas Boulter, Chief of Police *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
The Board of Selectmen has three options as follows:
 - **Option A** is to vote to authorize the Town Manager to execute the proposed successor collective bargaining agreement as presented.
 - If the Board is dissatisfied with the proposed successor collective bargaining agreement, **Option B** would be to reject the agreement as presented. If the Board rejects the agreement, the matter shall be returned to management and the union for further bargaining. If the parties cannot reach a new agreement, the services of a mediator are used and/or the parties would proceed to binding arbitration.
 - **Option C** would be to take no action on the agreement, in which case the agreement would become effective after a 30 day period.

Since the contract was negotiated in good faith, with guidance from the Board and Police Commission, and has since been ratified by the Union, I recommend Option A. If the Board of Selectmen supports adopting the successor collective bargaining agreement as presented, the following motion is in order:

Move, effective March 11, 2019, to authorize Town Manager Maria E. Capriola to execute the proposed successor Collective Bargaining Agreement between the Town of Simsbury and IBPO Local 458, which shall enter into effect retroactively from July 1, 2018 and expire on June 30, 2021.

5. **Summary of Submission:**
Staff has negotiated a proposed successor collective bargaining agreement with IBPO Local 458, the unit representing our police officers. The Union ratified the contract on March 4, 2019. The contract must be ratified by the Board of Selectmen and the Town Manager must be authorized by the Board to sign and execute the agreement.

Highlights of the proposed agreement are as follows:

- Duration
 - 3 years – July 1, 2018 through June 30, 2021
- General Wage Increases
 - FY 19: 2.50%
 - FY 20: 2.35%
 - FY 21: 2.35%
- Health insurance plan design changes including increased co-pays for prescription drugs, office and hospital visits, and certain specialty services
- One additional holiday for each member of the bargaining unit in exchange for changes to language regarding mandatory training to resolve matters related to compensation for officers involved in training during their regularly scheduled hours and to improve the Chief's ability to schedule officer training
- Provided additional time for rendering grievance responses
- Introduced an optional quartermaster system for uniforms
- Shortened the length of time existing employees must contribute to the OPEB Trust, while increasing the contribution new hires must make to the OPEB Trust to 2%

6. Financial Impact:

When fully staffed the IBPO union represents 37 full-time police officers. When factoring in the general wage increase, step increases, overtime, holiday, payroll taxes, pension, and other benefits the total contract reflects an increase of \$191,720 or 3.63% for FY19. Subsequent increases reflect an increase of \$290,574 or 5.30% for FY20 and \$247,502 or 4.29% for FY21. A significant projected cost driver is health insurance, despite negotiating plan design changes that will generate some savings to the Town.

7. Description of Documents Included with Submission:

- a) Total Contract Cost Analysis
- b) Tentative Agreement between the Town of Simsbury and IBPO Local 458

**IBPO CONTRACT COST
JULY 1, 2018-JUNE 30, 2021**

	Total Base Salaries	Overtime	Training Overtime	Holiday Pay	1 New Holiday	FICA/Medicare	Workers' Comp	LTD	Life Insurance	Pension ¹	OPEB ²	Health Insurance		Clothing & Cleaning Allowance	Longevity	Education	Total	% Change
												Employer Share ³	Plan Design Changes					
Current	\$ 3,164,680	\$ 175,000	\$ 35,107	\$ 182,578	\$ -	\$ 242,098	\$ 73,737	\$ 11,298	\$ 16,140	\$ 587,048	\$ 94,940	\$ 649,271	\$ -	\$ 44,370	\$ 4,075	\$ 7,400	\$ 5,287,743	
FY19 - 2.50% GWI	\$ 3,243,797	\$ 179,375	\$ 35,985	\$ 187,142	\$ 18,714	\$ 248,151	\$ 75,580	\$ 11,580	\$ 16,543	\$ 601,724	\$ 97,314	\$ 713,705	\$ (5,994)	\$ 44,370	\$ 4,075	\$ 7,400	\$ 5,479,463	3.63%
FY20 - 2.35% GWI	\$ 3,371,231	\$ 245,000	\$ 36,830	\$ 194,494	\$ 19,449	\$ 257,899	\$ 78,550	\$ 12,035	\$ 17,193	\$ 625,363	\$ 101,137	\$ 783,939	\$ (23,905)	\$ 45,020	\$ 2,100	\$ 3,700	\$ 5,770,037	5.30%
FY21 - 2.35% GWI	\$ 3,490,783	\$ 251,125	\$ 37,696	\$ 201,391	\$ 20,139	\$ 267,045	\$ 81,335	\$ 12,462	\$ 17,803	\$ 647,540	\$ 104,723	\$ 860,493	\$ (25,818)	\$ 45,020	\$ 2,100	\$ 3,700	\$ 6,017,539	4.29%

1 - Town contribution to police plan, based on 7/1/17 valuation, is 18.55% of current payroll. These figures assume no change in interest rate assumption.

2 - This does not include any increase associated with a reduction in employee contribution rates.

3 - Assumes 9% increase per year.

EMPLOYMENT AGREEMENT

BETWEEN

THE TOWN OF SIMSBURY, CONNECTICUT

AND

THE INTERNATIONAL BROTHERHOOD OF POLICE
OFFICERS, LOCAL NO. 458

EFFECTIVE – July 1, ~~2017~~ 2018

EXPIRES – June 30, ~~2018~~ 2021

Maia E. Capicola 2/15/19
[Signature] 2/15/19

[Signature]

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TABLE OF CONTENTS	
	Page
Preamble	3
Article 1 - Recognition	3
Article 2 - Union Security	3
Article 3 - Union Business Leave	3
Article 4 - Probationary Period	4
Article 5 - Grievance Procedure - No Strike	5
Article 6 - Sick Leave, Funeral Leave, Injury Leave	8
Article 7 - Uniform Allowance	8
Article 8 - Equipment	9
Article 9 - Holidays	10
Article 10 - Vacation	10
Article 11 - Seniority	11
Article 12 - Hours of Work	12
Article 13 - Overtime	14
Article 14 - Extra or Special Police Duty	16
Article 15 - Rates of Pay	17
Article 16 - Management Rights	18
Article 17 - General Provisions	19
Article 18 - Insurance	21
Article 19 - Miscellaneous	23
Article 20 - Prior Benefits and Preservation of Rights	24
Article 21 - Promotions	24
Article 22 - Medical Insurance for Retirees	24
Article 23 - Pension	25
Article 24 - Duration	26
Exhibit A - Health Insurance Plan Designs	27
Exhibit B - Memorandum of Understanding	

9

MC

**EMPLOYMENT AGREEMENT BETWEEN THE
TOWN OF SIMSBURY, CONNECTICUT AND THE
INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL #458**

PREAMBLE

This agreement is made by and between the Town of Simsbury, Connecticut, hereinafter referred to as “the Town,” and the International Brotherhood of Police Officers, hereinafter referred to as “the Union,” and is effective upon signing, except as otherwise indicated.

ARTICLE 1 - RECOGNITION

The Town hereby recognizes the Union as the exclusive collective bargaining agent for the unit consisting of all uniformed and investigatory employees of the Simsbury Police Department up to and including the rank of lieutenant, excluding however, all civilian dispatchers, auxiliaries and school crossing guards.

ARTICLE 2 - UNION SECURITY

~~SECTION 1. As a condition of employment, each employee who is a member of the Union on the effective date of this Agreement shall remain a member in good standing for the duration of this Agreement or shall be assessed an “Agency Service Fee.” Each employee who is not a member of the Union on the effective date of this Agreement shall be required to become a member in good standing or shall be assessed an “Agency Service Fee.” Each new employee, as a condition of employment shall become a member of the Union in good standing after thirty (30) days of employment or shall be assessed an “Agency Service Fee.” Said “Agency Service Fee” shall not exceed the “Union Dues Assessment” currently in effect.~~

~~SECTION 1 2.~~ The Town agrees to deduct from the wages of all employees covered herein who voluntarily and individually authorize such deductions in writing from their wages such dues and initiation fees as may be fixed by the Union and allowed by statute. The Town will remit to the Union amounts collected once each month on or before the last day of the month in which such deductions are made, together with a list of employees from whose wages the sums have been deducted. Such dues deductions shall continue for the duration of this Agreement and any extensions thereof. The Union agrees to indemnify and hold the Town harmless for any claims, loss or damages, including attorneys’ fees, arising out of the operation of this Article. It is also agreed that neither an employee nor the Union shall have any claim against the Town for any deductions made or not made as the case may be.

ARTICLE 3
UNION BUSINESS LEAVE

SECTION 1. Provided that one week before each meeting written notice is given to the Chief of Police, the Union shall have the right to have four members of its negotiating committee

present for all meetings between the Town and the Union for the purpose of negotiating. When such meetings take place at a time during which such members are scheduled to be on duty, no more than two members shall be granted leave from duty with full pay for such meeting between the Town and the Union, except when in the sole judgment of the Chief of Police such leave from duty will create a shortage of officers on duty, and in such case leave will not be granted.

SECTION 2. Provided reasonable notice is given, the Union shall have the right to have a shop steward present for all meetings between the Town and the Union for the purpose of processing grievances. The grievant shall also have the right to be present at such meetings. When such meetings take place at a time during which either of the shop stewards or the grievant are scheduled to be on duty, they shall be granted leave from duty with full pay for such meetings except when in the sole judgment of the Chief of Police such leave from duty will create a shortage of officers on duty, in which case such leave shall not be granted and other mutually agreeable arrangements shall be made.

SECTION 3. Such officers and members of the Union as may be designated by the Union, not to exceed two employees at any one time, shall be granted leave from duty with full pay for attending labor conventions and educational conferences, provided that the maximum leave shall be no more than two days per person per time and that the total leave for the purposes set forth in this Section shall not exceed six working days in any calendar year. Such leave shall be contingent upon a written request to the Chief of Police by the member five (5) days in advance of the leave date and approval by the Chief of Police.

ARTICLE 4 - PROBATIONARY PERIOD

SECTION 1. All new employees shall serve a probationary period of one (1) year following date of hire provided they are certified. Employees requiring certification by the Police Officer Standard Training Council shall serve a probationary period of one (1) year following certification, provided that in no case will the probationary period extend beyond twenty (20) months from the employee's date of hire.

SECTION 2. All new employees shall have no seniority rights during **said the probationary** period, but shall be subject to all other provisions of this contract, except that neither the Union nor the probationary employee shall have access to the grievance procedure or to arbitration when the sole issue concerns the discharge or discipline of the probationary employee, nor shall such new employees be entitled to the benefits conferred in Article 17, Sections 6 and 7 of this Agreement. It is agreed that this clause shall not be deemed to deny such employee the right to a meeting with the Chairman of the Police Commission and the Chief of Police regarding discipline or discharge.

Nothing in this section is intended by the parties to modify any rights which employees have under the Connecticut Municipal Employees Relations Act.

SECTION 3. An employee, after completion of the probationary period, shall acquire length of service of record as of the date he/she begins the probationary period.

ARTICLE 5
GRIEVANCE PROCEDURE - NO STRIKE

SECTION I. Definition. A grievance shall be considered as being a dispute or disagreement arising out of any of the following:

- (a) Discharge, reduction, suspension or disciplinary action.
- (b) Favoritism or discrimination.
- (c) Interpretation or application of rules, regulations, or policies of the Police Department.
- (d) Interpretation of this Agreement.

SECTION 2. Procedure.

A. Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more of the steps provided herein prior to seeking Union assistance, the Union may process the grievance to the next succeeding step following that which the employee has utilized.

B. Except as to grievances involving discharge or suspension, the grievance procedure shall be exhausted in the following order:

Step 1: Shift Commander

Any employee with a grievance shall submit said grievance in writing to his/her Shift Commander within fifteen (15) calendar days. The fifteen (15) **calendar** days shall run from the date of occurrence or the date the employee knew or reasonably ought to have known of the event giving rise to the grievance. The Shift Commander's decision shall be submitted in writing to the aggrieved employee within ~~two (2)~~ **ten (10) calendar working** days of the receipt of the grievance.

Step 2: Chief of Police

If the employee or the Union is not satisfied with the decision rendered by the Shift Commander, the employee and/or his/her representation shall submit the grievance in writing to the Chief of Police within ~~five (5)~~ **fourteen (14) calendar-working** days after receipt of the Shift Commander's decision. The decision of the Chief shall be submitted in writing to the aggrieved employee and the Union within ~~five (5)~~ **fourteen (14) calendar-working** days.

Step 3: Police Commission

If the employee or the Union is not satisfied with the decision rendered by the Chief, the employee or the Union shall submit the grievance in writing, within fifteen (15) **calendar** days after receiving the Chief's decision, to the Police Commission which shall render a decision

within thirty (30) **calendar** days after receipt of said grievance. The Police Commission shall forward a written notice of its decision to the employee ~~or~~ and the Union within ~~ten~~ **(14) fourteen** **(14) calendar** days of its decision.

Step 4: Arbitration

If the Union is not satisfied with the decision rendered, it shall (within ten (10) **calendar working** days after the receipt of the decision of the Police Commission) submit the grievance to arbitration by the Connecticut State Board of Mediation and Arbitration, and the decision rendered by the Arbitrator shall be final and binding on both parties. The Arbitrator shall have no power to add or to subtract from, or modify in any way, the terms of this Agreement.

C. Disciplinary hearings on discharge or suspension shall be heard by the Police Commission, at which hearing all witnesses shall be sworn, mechanical recording equipment used to record all testimony and members of the Department being disciplined shall have the right to counsel. The accused shall be informed in writing of the nature of the complaint including the specific rules alleged to have been violated and the acts, or lack of acts, which were committed. The accused shall be afforded the right of cross-examination. The hearing shall be held not less than six **calendar** (6) days after the filing of the complaint nor more than twelve calendar (12) days unless good cause is shown. The Police Commission shall render a written decision no later than fifteen (15) **calendar** days after the date the hearing is closed. No member shall be suspended without pay for more than 48 hours unless pursuant to a hearing. Should the Union be dissatisfied with the decision rendered, it may proceed to Step 4 of the Grievance Procedure.

~~D. No disciplinary action shall be instituted solely upon the complaint of anyone outside the Police Department until (1) the complaint has been reduced to writing, signed, sworn and delivered to the Chief or his/her designee; and (2) a copy thereof has been delivered to the employee, or in his/her absence to the Union, as soon as practicable but no less than seven (7) days prior to any disciplinary action being taken solely on such complaint. If a complaint is received by the Police Commission, the complaint shall be forwarded to the Chief of Police for review. No disciplinary action, based solely upon an external complaint, shall commence prior to the expiration of seven (7) days from the delivery of the complaint to the employee.~~

No disciplinary action shall be instituted solely upon the complaint of anyone outside of the Police Department until the employee, or in his/her absence the Union Executive Board, has been notified of the details of the complaint as soon as practicable but no less than seven (7) calendar days prior to any disciplinary action being taken. If a complaint is received by the Police Commission, the complaint shall be forwarded to the Chief of Police for review. No disciplinary action, based solely on the external complaint, shall commence prior to the expiration of seven (7) calendar days from the delivery of the complaint to the employee.

E. The time limits provided for in this Article may be extended by mutual consent of the parties. If the grievant fails to process the grievance to the next step within the applicable time limit, the grievance shall be deemed waived. If the Town or its designated representative fails to respond to the grievance within the applicable time limit, the aggrieved employee or the Union shall be entitled to proceed to the next step of the grievance procedure.

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SECTION 3. Mediation.

Either party may use the mediation services of the State Board of Mediation and Arbitration at any time.

SECTION 4. Recording of Minutes or Testimony.

Either party shall have the right to employ a public stenographer at Step 3 in this procedure, at its own expense.

SECTION 5. Meetings.

If either of the parties related to the grievance process desires to meet for the purpose of oral discussion, a meeting shall be requested and scheduled in accordance with Steps 1, 2, 3, 4 and 5.

SECTION 6. Union As Complainant.

The Union shall be entitled to submit grievances in the name of the Union in the same manner as is provided herein for employees. In order to avoid the necessity of processing at one time numerous grievances originating with the same event, the Union shall file a similar grievance at the appropriate step. When this occurs, all other grievances, if any, arising out of the same event will be held in abeyance, and the Union grievance shall be processed as a precedent. When such grievance is resolved, the parties shall promptly review the other grievances, if any, that were held in abeyance in an effort to resolve them. This mutual review procedure shall not require more than ~~five (5)~~ **seven (7)** calendar days subject, however, to mutual extension of period for review if circumstances so require. If any such grievance cannot be settled on the basis of the precedent grievance, it shall be processed in accordance with the Grievance Procedure and in accordance with the time limitations established in this Agreement.

SECTION 7. Representation.

Employees and the Union shall have the right to be represented by an attorney.

SECTION 8. No Strike.

The Union agrees that it will not call, instigate, condone or support, and that it will promptly take reasonable action to end, any strike, sympathy strike, slow down, sick-in, or any other concerted refusal to render services to the Town.

ARTICLE 6

SICK LEAVE, FUNERAL LEAVE, INJURY LEAVE

SECTION 1. Sick leave shall be considered by the individual case. As used herein, the term "sick leave" means an absence from work because of illness, incapacity or injury to the employee not arising out of or during the performance of duty, and for which the employee is compensated at his/her regular rate of pay. The duration of sick leave shall not exceed one hundred eighty (180) days per event. The Town may request a medical certificate for illness of

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over three (3) days. In the event of frequent or habitual absence from duty, or when in the judgment of the Chief reasonably exercised it appears that an individual is abusing sick leave, the Town may require a medical certificate as a condition for further sick leave. Upon suspicion of abuse, the Chief has the discretion to direct an employee to be examined by a physician chosen and paid for by the Town in order to verify an employee's sick leave and/ or fitness for duty.

SECTION 2. In the event of the death of a member of an employee's immediate family, the Town agrees to grant time off with pay at the employee's normal rate for not more than five (5) scheduled working days up to and including the day after the funeral. "Immediate family" is defined as mother, father, ~~sister, brother, spouse, child or grandparent~~ of the employee ~~or of the employee's spouse then residing with the employee~~ or spouse of the employee residing in the home with the employee. The Town will grant three (3) days of paid funeral leave for an employee's sister, brother, grandparent, grandchild, mother-in-law and father-in-law. The Town will grant (1) one day of paid funeral leave for ~~other family members as follows:~~ an employee's aunts, uncles, nephews, nieces, sister-in-law, brother-in-law or spouse of the employee not residing in the home with the employee. It is the intent of this article that funeral leave be taken from the date of death up to and including the date of the funeral. ~~Funeral leave is not intended for memorial or related services that may be held at a future date. and it shall be so administered to provide within the stated limits pay for time.~~ This leave is to cover time actually lost during the normal work week in making arrangements for or attending the funeral or memorial service. Nothing herein shall be deemed to prevent an employee from requesting time off without pay for attendance at a funeral not provided for herein, and such request shall not be unreasonably denied.

SECTION 3. An employee who is injured in the line of duty for which he/she is entitled to compensation under the Workers' Compensation Act shall be entitled to injury leave with full pay at his/her normal rate, less any amounts received by way of Workers' Compensation, from the date of such injury until such time as he/she is able to return to duty. In the event that the disability is determined to be permanent and to prevent the employee from returning to duty, the employee shall be considered for disability retirement in accordance with the applicable provisions of the long term disability insurance coverage then in effect, and injury leave shall cease as of the effective date of such retirement.

Health insurance will continue as long as the employee is receiving workers compensation, as required by law. The Town shall pay its share of the premium for the employee's health insurance; the employee is responsible for his or her cost share of their health insurance premium. Failure by the employee to pay the employee share of the cost of health insurance shall result in a disruption of health benefits subject to the rights of the employee to continue such coverage pursuant to COBRA.

SECTION 4. An employee who works a ninety (90) day bid shift without using any sick leave shall be entitled to a personal day for each such ninety-day period. The provisions of Article 10, Vacation, Sections 2, 3 and 4 shall apply to the use of personal leave days by employees.

ARTICLE 7 - UNIFORM ALLOWANCE

SECTION 1. Each regular employee shall receive a uniform allowance of six hundred fifty dollars (\$650.00) annually. Plain-clothes investigative personnel shall receive a clothing allowance of seven hundred fifty dollars (\$750.00) annually. ~~Beginning with the July 1, 2019 uniform allowance, employees may opt from the following, and their election must be made annually by June 15th for the ensuing fiscal year.~~ ^{MC}

^{MC} Employees may elect an annual payment for the amount noted above. The annual payment is subject to applicable taxes and withholdings. The payment will be made in July; or

- 2) Employees may elect to utilize a quartermaster system in order to provide members with authorized uniforms, apparel, equipment and materials. Each regular employee shall receive a uniform allocation of six hundred fifty dollars (\$650.00) annually. Plain-clothes investigative personnel shall receive a clothing allocation of seven hundred fifty dollars (\$750.00) annually. Purchases made through the quartermaster system are not subject to taxes or withholdings. Allocations not fully expended by the end of the fiscal year will not rollover to the next fiscal year.

~~Bargaining unit members who were active on the payroll as of September 21, 2017 shall receive a one-time uniform allotment and maintenance payment of three hundred and fifty dollars (\$350) as soon as practicable after the ratification of this agreement by the parties.~~

SECTION 2. To be eligible for an annual clothing allowance, payable each July, an employee must have been hired as a sworn full-time police officer before January 1 of the prior fiscal year.

SECTION 3. Each newly appointed officer or employee shall receive a complete uniform and equipment without cost from the Town.

SECTION 4. Any uniform change instituted by the Town will be paid for by the Town.

SECTION 5. Each regular employee shall receive a uniform cleaning allowance of five hundred dollars (\$500.00) annually. Each plainclothes investigative employee shall receive a cleaning allowance of five hundred sixty five dollars (\$565.00) annually. ~~If the cleaning allowance is made in the form of a payment, said payment is subject to applicable taxes and withholdings.~~ The Town retains the option of providing cleaning services in lieu of the aforementioned cleaning allowances.

SECTION 6. If an employee leaves the Town's service for any reason, all uniforms and equipment owned, issued or purchased by the Town and all uniforms purchased with Town allowances shall be returned to the Town.

ARTICLE 8 - EQUIPMENT

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SECTION 1. Equipment will be furnished to all officers and replaced when the Chief or his/her representative determines that it is necessary. The Town will furnish this equipment without cost to the officers.

SECTION 2. ~~One individual, appointed by the Chief,~~ The Police Chief or his/her designee will determine ~~with the Chief's approval which~~ what equipment is in need of replacement and will make necessary arrangements for replacement of equipment.

A request for replacement of equipment shall be submitted in writing ~~and in duplicate with one copy directed to the captain~~ Police Chief or his/her designee for action ~~and one copy directed to the Chief for informational purposes.~~ Notice of action upon the request shall be transmitted in writing in a timely fashion and on an appropriate form ~~by the individual considering the request.~~ Copies of the notice are to be directed to the officer requesting the replacement of equipment ~~and to the Chief of Police.~~

SECTION 3. Soft body armor issued to officers as Town equipment shall be replaced when necessary, and in any event, prior to the expiration of its warranty period. Officers shall turn in this old body armor to the Town at the time of the replacement.

SECTION 4. All parties to this Agreement shall cooperate in the enforcement of safety rules and regulations and no employee shall be required to use unsafe vehicles or equipment.

SECTION 5. This Article shall be subject to Steps 1, 2 and 3 of the Grievance Procedure (Article 5), but shall not be subject to arbitration, except that a grievance asserting a violation of that portion of Section 4 of this Article providing that "no employee shall be required to use unsafe vehicles or equipment" shall be subject to the entire Grievance Procedure (Article 5), including arbitration.

ARTICLE 9 - HOLIDAYS

SECTION 1. During the fiscal year, all members of the bargaining unit shall be compensated for ~~ten~~ eleven (11) holidays at time and one-half.

SECTION 2. New employees shall earn the above pay in lieu of holidays at the rate of one (1) day per month or any portion in excess of fifteen (15) calendar days.

SECTION 3. All members of the bargaining unit may elect to take up to ~~ten~~ eleven (11) of the allotted holidays as days off in lieu of compensation at time and one-half, provided notice of such intent is given thirty (30) days prior to the beginning of each semi-annual payment period. ~~Employees may elect this option only in blocks of seven and a half (7.5) days, and no more than seven and a half (7.5) such days will be allowed within the six-month period from July 1 to December 31 or from January 1 to June 30.~~

SECTION 4. Payments will be made semi-annually; ~~payment for five (5) holidays will be made on the first pay day of December and payment for six (6) holidays will be made on the first pay day of June.~~

ARTICLE 10 - VACATION

SECTION 1. Vacations will be earned according to the following schedule and will be granted on July 1st:

YEARS OF SERVICE	VACATION ACCRUAL
Less than one year	Prorated at .83 days per month
1-4 years	10 days per Fiscal Year
5-9 years	15 days per Fiscal Year
10-11 years	20 days per Fiscal Year
12-13 years	21 days per Fiscal Year
14-15 years	22 days per Fiscal Year
16-17 years	23 days per Fiscal Year
18-19 years	24 days per Fiscal Year
20 years and above	25 days per Fiscal Year

An employee who leaves Town service and then returns shall not be credited with prior service for purposes of vacation unless there is a special written agreement for such credit.

SECTION 2. Employees shall not accumulate vacation leave except with written permission from the Chief of Police. When an employee seeks permission to accumulate vacation leave for the purpose of taking a planned, extended vacation in a specified future year, the written permission required by this Section will not be unreasonably withheld.

SECTION 3. Choice of date by employees shall be granted wherever, in the Chief's view it is practicable. Seniority per squad shall prevail in the selection of personal days off and of vacations up to a two- (2) week period. The Chief of Police shall have the right to limit the number of employees who may be off duty simultaneously because of the operating requirement of the Department. Such rights shall not be unnecessarily restrictive, however.

SECTION 4. Employees shall provide a minimum of twenty-four (24) hours notice in advance of their scheduled shift to take vacation time. Vacation requests received outside said minimum may be denied, except that in the discretion of the Supervisor, the minimum may be waived to accommodate an emergency.

Employees who make a written request for vacation leave in advance shall not be bumped from such vacation within thirty (30) days of the date requested as the result of changing squads or as the result of having less seniority in the squad. Employees who request five (5) or more days up to ten (10) days vacation leave at least one-hundred twenty days (120) in advance, once such request is approved, shall not be bumped as a result of changing of squads or as a result of having less seniority, provided that an employee shall be entitled to but one such priority vacation leave per fiscal year and such request shall be so designated as such priority leave by the employee so requesting on the submitted vacation request. No employee shall be refused or have altered any vacation as a result of the military obligation of another employee.

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SECTION 5. A maximum of two (2) uniformed patrol officers per shift shall be allowed to take vacation at the same time, provided that no fewer than one supervisory employee shall be regularly scheduled on duty at all times. Only one (1) supervisor shall be allowed to take vacation leave per shift. A maximum of two (2) patrol supervisors in any twenty-four (24) hour period will be allowed to take five (5) or more vacation days consecutively. At no time will more than three (3) patrol supervisors be allowed to take vacation leave in any twenty-four hour period. Priority vacation provisions in Section 4 apply. All supervisory leave is subject to divisional command approval.

SECTION 6. Employees of the patrol division agree to return to the Town one (1) vacation day from their annual vacation entitlement as a condition of the hours of work provision set forth in Article 12.

SECTION 7. Employees not assigned to the Patrol Division will receive ten (10) additional vacation and two (2) floating holidays annually.

ARTICLE 11- SENIORITY

SECTION 1. Whenever more than one (1) person begins work with the Department on the same day, the seniority of each individual as it relates to others beginning employment on the same day shall be determined by the order of appointment.

SECTION 2. Seniority shall not be lost by vacations, sick time, suspension, any authorized leave of absence, any call to military service for the duration, or layoff of two (2) years. No further seniority shall accrue during a leave of absence without pay greater than two (2) weeks.

SECTION 3. "Rank seniority" shall mean the total length of continuous service as a permanent appointee to a given rank.

SECTION 4. Preference as to when vacations are taken shall be made in order of seniority.

SECTION 5. An employee's seniority shall be considered broken if he/she voluntarily quits or retires, is discharged, is absent from work, when scheduled, for five (5) consecutive days without notifying the Department in writing, or fails to return to work within fifteen (15) days after notice by certified mail of recall from layoff.

SECTION 6. In the event there is a reduction in the number of employees, layoff shall be in reverse order of seniority and recall shall be by seniority.

ARTICLE 12 - HOURS OF WORK

SECTION 1. The hours of work shall be as follows:

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(a) Except for employees assigned to the Patrol Division, the regular workweek for non-probationary employees shall be forty (40) hours per week, eight (8) consecutive hours per day. The regular workweek for members attending a basic training academy shall be five (5) consecutive days followed by two (2) consecutive days off from work.

The rank of Lieutenant shall not be entitled to bid on shifts. The Chief of Police may change the days and/or hours worked by a Lieutenant when there is a demonstrated need for such a change.

(b) The regular work schedule for the employees assigned to the Patrol Division, up to and including the rank of Sergeant, shall be maintained on the basis of five (5) consecutive days worked with two (2) days off followed by five (5) consecutive days worked with three (3) days off. Each officer shall work no less than twenty (20) days in a thirty (30) day period and no less than sixty (60) days within each ninety (90) day bid cycle. The regular workday shall be eight (8) hours per day.

(c) Shift assignments for employees of the Patrol Division shall be determined by bidding every ninety (90) days according to rank seniority, with Patrol Officer and Patrol Officer First Class positions treated as the same rank for this purpose only. The bidding process shall apply to the position of Jump Sergeant (so long as that position exists).

~~SECTION 2. Except for emergency conditions or temporary assignments to meet certain problems, any change in working hours and periods shall be made only after reasonable notice. The determination as to what constitutes an emergency condition requiring a temporary assignment will be made by the Chief or his/her designee at his/her discretion. Reasonable notice shall be defined as seventy-two (72) hours.~~

Except for emergency conditions, temporary assignments or training needs, an employee's scheduled day off shall not be changed, nor shall the hours be changed during the work week, without the expressed approval of the employee. The determination as to what constitutes an emergency condition, a temporary assignment or training needs will be made by the Chief or his/her designee at his/her discretion. Reasonable notice of seventy-two (72) hours shall be provided.

SECTION 3. Before any changes in working hours and periods are made, due consideration shall be given to the needs of the Town, the effect upon members of the bargaining unit either individually or collectively, the requirements of police private jobs, and other factors that may be relevant to the particular problem.

~~SECTION 4. An employee's regular day off shall not be changed during the work period, nor shall the hours be changed during the work week, without the expressed approval of the employee. Any member of the bargaining unit may trade shifts with another member of the unit provided the trade does not incur additional cost to the Town and sufficient staff coverage is maintained.~~

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Any member of the bargaining unit may trade shifts with another member of the unit provided the trade does not incur additional cost to the Town and sufficient staff coverage is maintained. Swaps must be approved in advance by the employee's supervisor.

SECTION 5. All shifts will be staffed with a minimum of four (4) sworn personnel; except that the third shift will be staffed by a minimum of four (4) sworn personnel only until 3:00 a.m. after which the third shift will be staffed by a minimum of three (3) sworn personnel.

SECTION 6. Rank Supervision on Every Shift

A. Staffing Levels

1. There will be at least seven Sergeant positions in the Department.
2. Sergeants may be assigned ancillary duties such as those relating to firearms training, vehicle maintenance, computer training, general training, equipment maintenance and procurement, policy review, administrative tasks and community policing.

B. Rank Supervision

1. Every Shift shall be supervised by a Sergeant. If, for any reason, no Sergeant is working, a Sergeant will be called in on overtime.
2. Due to scheduling necessity, there may be times at which there will be two Sergeants on a single shift. When there is such an occurrence, the following will apply:

When two Sergeants are scheduled for the same shift, the senior Sergeant shall be in command of the shift. The junior Sergeant on the shift would work pursuant to the direction of the senior Sergeant and typically would also be working a district in the field and would be responsible for certain other aspects of that tour of duty. The authority of the junior Sergeant which comes with his/her rank would not be diminished, and the Sergeant would still be expected to function as a supervisor.

C. Overtime

1. There will be two separate lists for overtime: one for Supervisors and the other for Patrol Officers.
2. Supervisors will not be eligible to participate in the assignment of regular overtime to ~~Patrolmen~~ patrol officers.
3. Voluntary Overtime - Overtime for Supervisors will first be determined by requesting volunteers, beginning with the Supervisor with the least accumulated overtime hours. For the purposes of voluntary overtime, the Lieutenant rank shall



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be included within the supervisor staffing levels, being offered supervisory overtime only in the event no Sergeants volunteer for the overtime shift.

4. Mandatory Overtime - Mandatory overtime for patrol supervision will be limited to Patrol Sergeants, i.e., the Detective Sergeant and the Training Sergeant will not be included for mandatory overtime. If no Sergeant or Lieutenant volunteers, then the least senior Patrol Supervisor already working will be held over for the vacant shift. In practice, if an employee is working and an overtime vacancy occurs on the following shift, the least senior working employee will stay for the following vacant shift. Holdovers will be made by reverse seniority until those already working are depleted. If there are no available supervisory personnel (or patrol personnel as the case warrants) on shift, then an order in of an off-site supervisor (or officer as the case warrants) will be made by way of reverse seniority.
5. The Supplemental Agreement, dated September 26, 2000 and October 15, 2000, is hereby null and void.

ARTICLE 13 - OVERTIME

SECTION 1. All overtime duty shall be paid at the rate of time and one-half for all hours or any portion thereof in excess of eight (8) hours per day.

SECTION 2. When an employee is required to return to duty to perform overtime duties, and when the overtime hours so worked are not contiguous with said employee's regular duty hours, he/she shall be paid not less than four (4) hours pay at the rate of time and one-half.

Overtime pay shall not be subject to the minimum hour provisions when such overtime results from extending a tour of duty on any shift to properly complete an investigation or work assignment.

~~SECTION 3. Mandatory training will be paid at the rate of time and one-half, at no minimum.~~

SECTION ~~4~~3. There shall be no pyramiding of overtime.

SECTION ~~5~~4. The Town shall have the right to require personnel to work overtime. All overtime work shall be distributed to regular full-time employees of the bargaining unit and they shall have first preference for all such overtime work. If and only if no member of the bargaining unit is available or willing to work shall non-bargaining unit employees be used.

SECTION ~~6~~5. When the Chief of Police or his/her agent determines that there is not sufficient manpower scheduled to cover a shift or police activity, the Chief or his/her agent shall call in or holdover the necessary manpower to satisfy the needs of the situation in order of reverse seniority as follows:

a. To fill short Patrol shifts:

1. The full voluntary overtime list will be exhausted in order of the least accumulated overtime to the most accumulated overtime hours. If there are no volunteers, mandatory holdover(s) and/or call-in(s) will be necessary.

2. After the voluntary overtime list has been exhausted, the least senior Patrol officer on duty shall be held over into the next shift. If the least senior Patrol officer has already worked two consecutive shifts, the next least senior Patrol officer shall be held over into the next shift.

3. Only the voluntary overtime list will be exhausted when attempting to fill a vacancy for the first four (4) hours on the third shift and in the event that a volunteer cannot be found, the Patrol officer held over from the second shift will remain on duty until 3:00 a.m.

b. To staff a police activity:

1. Volunteers will be sought to staff the activity with first choice going to officers with the least accumulated overtime hours to the most accumulated overtime hours.

2. If no volunteers are found, the least senior officer not already scheduled to work during the police activity shall be called in to work unless the least senior officer has already worked two consecutive shifts, in which case the next least senior officer shall be called in.

c. With regard to a and b above, no employee shall ~~be compelled, to~~ work overtime if such overtime will result in the employee having less than ~~eight~~ **six (86)** consecutive hours off in any contiguous twenty four (24) hour period or in the employee working more than forty-eight (48) hours in any consecutive seventy-two (72) hour period.

SECTION ~~7~~ **6**. In lieu of overtime compensation, compensatory time off will be offered to employees at the rate of time and one half subject to the following provisions:

1. A maximum of one hundred twenty (120) hours of compensatory time (eighty (80) hours of work at the overtime rate) may be earned accumulated; employees may carry over up to eighty (80) hours of compensatory time from one fiscal year to the next.

2. Requests for compensatory time off will have the same priority and be utilized the same as vacation time.

3. An employee who has accrued compensatory time off shall, upon termination of employment, be paid for unused compensatory time at the higher of either his/her regular final rate or the average regular rate received by such employee during the last three (3) years of employment.

ARTICLE 14
EXTRA OR SPECIAL POLICE DUTY

SECTION 1. Extra or special duty pay will be paid at time and one-half with a four (4) hour minimum.

SECTION 2. The Town shall pay officers for such extra or special police duty private jobs on the same date as the officer receives the regular pay check, subject to normal administrative processing for such extra or special police duty private jobs.

SECTION 3. Extra duty jobs or special police duty jobs shall be distributed to regular full-time employees of the bargaining unit, and they shall have first preference for all such extra duty jobs, and only if no member of the bargaining unit is available or willing to work shall non-bargaining unit employees be used.

SECTION 4. When an extra or special police duty private job is canceled with less than eight (8) hours notice, the officer scheduled to work that job shall be paid the four (4) hour minimum. This provision shall not apply, however, when the extra or special police duty job was for any Town-related public agency.

SECTION 5. After an officer has worked the four (4) hour minimum on an extra or special police duty job, additional time worked on the job shall be paid in four (4) hour minimum blocks.

SECTION 6. If an officer is subpoenaed to court or noticed to attend a Motor Vehicle Department hearing, when scheduled to be off duty, the officer will be paid at time and one half for time actually spent in travel and at court or the Motor Vehicle Department. The officer shall obtain any available reimbursement from the State and pay it to the Town.

ARTICLE 15 - RATES OF PAY

SECTION 1. The salaries of employees on the Department payroll on or after July 1, 2017~~8~~ shall be at the following rates effective on and retroactive to the dates indicated below.

Position	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
	2.50%	2.0%	2.50%	2.35%	2.35%
Lieutenant	\$101,699.13	\$103,733.11	\$106,326.44	\$108,825.11	\$111,382.50
Sergeant	\$98,165.29	\$100,128.59	\$102,631.80	\$105,043.65	\$107,512.18
Patrol Officer 1st Class	\$86,943.59	\$88,682.46	\$90,899.52	\$93,035.66	\$95,222.00

SECTION 2(a). The following salary schedule shall apply to ~~Patrolmen~~ Patrol Officers hired before March 1, 2015 and on the Department payroll on or after July 1, 2014~~8~~ and shall be retroactive to the dates indicated below.

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Position	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
	2.50%	2.0%	2.50%	2.35%	2.35%
Patrol Officer 7	\$83,184.77	\$84,848.47	\$86,969.68	\$89,013.47	\$91,105.29
Patrol Officer 6	\$80,205.70	\$81,809.81	\$83,855.06	\$85,825.65	\$87,842.55
Patrol Officer 5	\$75,086.19	\$76,587.91	\$78,502.61	\$80,347.42	\$82,235.58
Patrol Officer 4	\$69,966.68	\$71,366.01	\$73,150.16	\$74,869.19	\$76,628.61
Patrol Officer 3	\$66,553.67	\$67,884.74	\$69,581.86	\$71,217.03	\$72,890.63
Patrol Officer 2	\$63,140.67	\$64,403.48	\$66,013.57	\$67,564.89	\$69,152.66
Patrol Officer 1	\$59,727.64	\$60,922.19	\$62,445.24	\$63,912.71	\$65,414.66

SECTION 2(b). The following salary schedule shall apply to ~~Patrolmen~~ Patrol Officers hired on or after March 1, 2015 and on the Department payroll on or after July 1, 2014~~8~~.

Position	July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
	2.50%	2.0%	2.50%	2.35%	2.35%
Patrol Officer 9	\$83,919.60	\$85,597.99	\$87,737.94	\$89,799.78	\$91,910.08
Patrol Officer 8	\$80,895.60	\$82,513.51	\$84,576.35	\$86,563.89	\$88,598.14
Patrol Officer 7	\$77,871.61	\$79,429.04	\$81,414.77	\$83,328.01	\$85,286.22
Patrol Officer 6	\$74,847.61	\$76,344.56	\$78,253.17	\$80,092.12	\$81,974.29
Patrol Officer 5	\$71,823.62	\$73,260.09	\$75,091.59	\$76,856.24	\$78,662.37
Patrol Officer 4	\$68,799.62	\$70,175.61	\$71,930.00	\$73,620.36	\$75,350.43
Patrol Officer 3	\$65,775.63	\$67,091.14	\$68,768.42	\$70,384.48	\$72,038.51
Patrol Officer 2	\$62,751.63	\$64,006.66	\$65,606.83	\$67,148.59	\$68,726.58
Patrol Officer 1	\$59,727.64	\$60,922.19	\$62,445.24	\$63,912.71	\$65,414.66

SECTION 3. Patrol Officers not at the maximum for their rank shall advance one (1) step each year on the anniversary date of their employment.

SECTION 4. Employees on the Department payroll as of July 1, 1997 and regularly scheduled to work a minimum forty (40) hour week, or in the case of Patrol Division a regular work day of eight (8) hours, shall in addition to their regular pay receive the following longevity payments in accordance with the steps of the office annually:

After Years of Service	Payment
4	\$150.00
8	\$300.00
12	\$425.00
16	\$550.00
20	\$700.00

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Longevity payments will be made in one (1) payment on the first payday following the anniversary date of the employee. The anniversary date for purposes of longevity pay shall be that date on which the employee was appointed. Only time and service with the Simsbury Police Department will be credited for purposes of longevity payments.

This section shall not apply to employees hired into the Department after July 1, 1997.

SECTION 5. Any employee assigned to an acting rank above his/her own for a period of more than seven (7) consecutive work days shall be paid at the rate equal that of the position in which the employee is acting.

If his/her present rate is equal to that rate, he/she will be paid one (1) step higher.

SECTION 6. Newly hired patrol officers will start at Step 1 and after satisfactory completion of the probationary period as set forth in Article 4 will advance to Step 2 on the salary schedule. Thereafter all such new employees will advance through remaining Steps, if any, in accordance with this Article. Movement to the rank ~~Patrolmen~~ **Patrol Officer** First Class (PFC) shall be by a qualifying process established by the Police Commission and subject to the provisions of Article 21, Sections 2 and 3.

SECTION 7. The Town shall pay members of the bargaining unit on a weekly basis. **All employees will be required to utilize direct deposit.**

SECTION 8. **The pay increases scheduled for July 1, 2018 shall be applied retroactively to base wages and overtime wages and only for employees who are employees as of the date of implementation of this Agreement and for retirees that retired after the expiration of the preceding collective bargaining agreement but prior to this bargaining agreement being executed and implemented.**

ARTICLE 16 - MANAGEMENT RIGHTS

SECTION 1. The Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including, but not limited to the following:

(a) To determine the care, maintenance and operation of equipment used for and on behalf of the purposes of the Town.

(b) To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.

(c) To discontinue processes or operations or to discontinue their performance by employees.

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(d) To select and to determine the number and types of employees required to perform the Town's operations.

(e) To employ, transfer, promote, demote employees, lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or the Department.

(f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

(g) To ensure that incidental duties connected with Departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.

(h) To establish contracts or subcontracts for municipal operations, provided that this right shall not be used for the purposes or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall continue to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise.

SECTION 2. The above rights, responsibilities and prerogatives are inherent in the Police Commission, Board of Selectmen and/ or **First Selectman Town Manager** by virtue of statutory and charter provisions, and may not be subject to review or determination in any grievance or arbitration proceeding except insofar as the manner of exercising these rights violates a specific provision of this Agreement.

ARTICLE 17 - GENERAL PROVISIONS

SECTION 1. ~~Clothing, watches, and eyeglasses damaged or destroyed in the line of duty shall be replaced or repaired by the Town. Such losses must be reported as soon as possible to the Shift Commander.~~ The Town will reimburse an employee for the repair or replacement of personal property damaged or destroyed during the course of employment, up to \$500 per damaged or destroyed item per event, provided that normal and adequate safeguards have been observed by said employee for his or her property. Such losses must be reported as soon as possible to the Shift Commander. No reasonable request will be denied.

SECTION 2. The Town shall purchase liability insurance covering **policemen sworn officers** sued for alleged false arrest and/or abuse of power. If there is an insurance coverage for assault and battery, the Town should provide it. If not, the Town shall provide for the defense of the individual officer. The Town will also be liable for all judgments and settlements in any lawsuits providing the officer is acting within the rules and regulations of the Simsbury Police Department.



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SECTION 3. The Town shall designate one bulletin board on the premises of the police department for the purpose of posting notices concerning union business and activities.

SECTION 4. At least one member of the on-duty shift may attend monthly union meetings. This representative shall be selected by the Union with the agreement of the Shift Commander. At the Union's request one or more other members may also attend such meetings if staffing and work load requirements permit and the Shift Commander gives his/her approval.

SECTION 5. ~~Upon request, the Town shall furnish~~ will provide the Union with an up-to-date department seniority list for the bargaining unit, together with the classification and rate of pay of each such employee on the list. ~~This list shall be given to the Union two (2) times per year in the months of February and October.~~

SECTION 6. Any police officer authorized in writing by the Chief of Police to enroll in an undergraduate or graduate level course given in a police school or college/university, upon his/her successful completion of said course with a grade of B or better, shall be reimbursed by the Town for any money spent for tuition, books, fees, and equipment; further, books shall become the property of the officer. The employee must notify the Chief of Police of his/her request for reimbursement at least thirty (30) days prior to the start of the semester.

If the course runs for more than one semester, reimbursement shall be paid upon successful completion of a semester's work. It shall be the duty of the employee to use any state or federal funds available for tuition, books, fees, and equipment in order to eliminate or minimize expenditures by the Town for this purpose. Application for reimbursement shall be made within thirty (30) days after successful completion of said course.

Employees receiving tuition reimbursement shall agree to remain in the employment of the Town for a period of one (1) year following the last completed course or block of training. If said employee should voluntarily leave the service of the Town, he/she shall reimburse the Town for the tuition reimbursement received within the last year. Such reimbursement shall be returned to the Town within six (6) months of the employee's termination.

In the event that multiple employees apply for reimbursement during a semester, preference will be given in the following order. Officers taking police related undergraduate level courses, as determined by the Chief of Police, will be given first preference, in order of seniority. Officers taking police related graduate courses, as determined by the Chief of Police, will be given second preference, in order of seniority after all officers taking undergraduate level classes have been approved for that semester.

Total reimbursements under this section shall not exceed the annual fiscal year budget for this line item. Reimbursement shall not exceed the applicable tuition rate then in effect at the University of Connecticut, Storrs Campus.

SECTION 7. Any employee on the Department payroll as of July 1, 1997 and attending a school approved by the Chief of Police to attain a degree in Police Science or Police Administration shall, upon receiving credits toward either of these degrees, receive

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compensation at the following rate, to be paid within a reasonable time after the receipt of said credits, such compensation to be for all credits received by the employee to the end of June.

Credits	Pay
12	125.00
24	275.00
36	425.00
48	550.00
Upon receipt of an Associate Degree or when the employee has completed sixty (60) credits as part of a recognized continuous course of study leading to a bachelor degree as aforesaid	900.00
Ninety (90) credits	1,000.00
Bachelor degree	1,400.00

This section does not apply to employees hired into the Department after July 1, 1997.

SECTION 8. ~~The Town shall develop and establish a policy for the designation of separate “smoking” and “non-smoking” patrol cars, or a policy prohibiting smoking in patrol cars altogether.~~

ARTICLE 18 - INSURANCE

SECTION 1. The Town will provide each employee who elects coverage with the following insurance:

(a) Employees will have the option of choosing one of the following medical insurance plans ~~through CIGNA:~~

1. A Preferred Provider Organization hereinafter referred to as, PPO, with benefit terms and service co-payments as set forth in Exhibit A, attached hereto.
2. A Health Maintenance Organization hereinafter referred to as HMO, with benefit terms and service co-payments as set forth in Exhibit A, attached hereto.
3. A High Deductible Health Plan (HDHP) with a Health Savings Account (HSA), as a voluntary alternative to the PPO or HMO, with benefit terms and service co-payments as set forth in Exhibit B, attached hereto.
4. Full-time employees eligible to participate in the Town of Simsbury’s health care plans who decline to participate will receive an annual credit of \$2,000 pro-rated and credited on a monthly basis. In the event that an employee experiences a qualifying event and seeks to enroll in the Town’s health care plans, and provided that the employee is otherwise eligible to participate in the plans, the credit will be discontinued beginning in the month the enrollment takes place. Employees electing

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to receive the credit may not participate in the Town's health ~~care program~~ insurance pool through coverage of a spouse or family member. Employees purchasing health insurance through any state health insurance exchange are not eligible to participate in the program. The covered benefits are limited to health benefits only and do not include dental insurance benefits.

(b) ~~Effective March 1, 2015~~ Employees shall contribute twenty percent (20%) of the medical insurance premium costs for the benefits described in Sections 1(a)(1) and 1(a)(2) above, and fifteen percent (15%) for the benefits described in Section 1(a)(3) above. These increases shall not apply to any of the other benefits described in article 18. The established payroll deduction system for the employees' co-payment of medical insurance shall remain the same.

(c) ~~CIGNA~~ Employees who elect the dental plan, ~~with employees paying~~ shall contribute twenty percent (20%) toward the ~~for~~ employee and dependent premium with the Town paying the remaining eighty percent (80%) of costs of the premium. ~~except as otherwise provided below.~~

(d) Life insurance in an amount equivalent to twice an employee's annual base salary, with the Town to pay one hundred percent (100%) of the premium cost for coverage equivalent to 1x an employee's annual base salary ~~for that portion of the life insurance not to exceed fifteen thousand dollars (\$15,000.00)~~, and to pay eighty percent (80%) of the premium charged for the insurance amount in excess of 1x an employee's annual base salary ~~fifteen thousand dollars (\$15,000.00)~~.

(e) Employees may participate in the Town's ~~voluntary~~ deferred compensation plan (457 plan) ~~and in the Town of Simsbury pension plan~~. Any deferred compensation plan(s) made available to other Town employees shall be made available to all Police Officers. ~~Effective January 1, 1994 the normal retirement age will be reduced to age 53.~~ Administration of this plan shall not be subject to grievance or arbitration provisions of this Agreement. ~~Employee contributions to the pension fund shall be made from each regular pay check.~~

(f) In regards to pension, those benefits are covered by a separate agreement between the parties. Should any amendments be made to that agreement, Article 23 of this contract will be amended accordingly.

(g) The Town shall provide long term disability coverage for employees, with the Town to pay one hundred percent (100%) of the premium.

SECTION 2. It is understood that medical insurance coverage may include mandated second opinions concerning surgery.

SECTION 3. The Town will fund an annual physical examination for each officer to an amount not to exceed \$200.00 per employee payable to the physician upon receipt of a statement of charges. The Town may require the employee to release to the Town any information from such examination related to heart and/or hypertension conditions and the Town expects the

employee to follow any program or regimen recommended by a physician to help alleviate or control such condition. This physical examination shall be at the option of the employee.

SECTION 4. If the Town desires to change to any other carrier or carriers for any insurance provided under this Agreement, it shall have the right to reopen negotiations concerning the identity of such carrier or carriers, but no such change will be made without agreement by both the Town and the Union.

ARTICLE 19 - MISCELLANEOUS

SECTION 1. The Town and the Union agree that if any provision of this Agreement is determined to be unlawful by a court, or state or federal administrative agency, of competent jurisdiction or by legislative enactment, such decision shall apply only to such specific provision, which shall be severed from this Agreement, and a substitute provision shall be negotiated between the parties. The remaining provisions shall remain in full force and effect consistent with prevailing principles of contract interpretation.

SECTION 2. Under the provisions of this Agreement, there shall be no discrimination, coercion or intimidation of any kind by the Town or the Union against any employee or Union member as the case may be for any reason whatsoever, including marital status, age, race, creed, color, sex, religious belief or union activity or for any other reason set forth by law.

SECTION 3. The Town shall give each present employee and each employee subsequently hired a copy of this contract.

SECTION 4. Military leave for all regular full-time employees who are also members of the National Guard or Reserve Components of other military services of the United States shall be granted time off as deemed mandatory by their respective military units. During this leave the employee will be paid only that portion of his/her regular salary which will, together with the military pay, equal his/her normal salary for the same pay period. Normal full payroll deduction and Town contribution for insurance purposes shall be made by the Town to cover such periods, provided in no event will the Town make such payments for more than a four (4) week period.

SECTION 5. The Town shall endeavor to consult with the Union about work rules prior to their implementation, but this clause shall not require approval by the Union before they are put into effect unless they affect working conditions within the meaning of Chapter 113 et seq. as amended.

SECTION 6. Physical Fitness

A. For their own safety, that of their fellow officers, and that of the public, all employees must maintain themselves in reasonable physical condition.

B. In order to assist employees in maintaining their physical fitness, the Town and Union shall make available a physical fitness facility for all employees.

ARTICLE 20
PRIOR BENEFITS AND PRESERVATION OF RIGHTS

SECTION 1. Nothing in this Agreement shall be construed as abridging any prior rights, benefits or privileges that the employees of the Unit have enjoyed heretofore, except those specifically abridged or modified by this Agreement.

ARTICLE 21- PROMOTIONS

SECTION 1: Promotions to the rank of sergeant or lieutenant shall be made only after competitive examination, provided that candidates for lieutenant shall not be required to complete a written examination. Appointments shall be based on the scores of such examinations. The Chief of Police shall select for promotion one of the top three highest scoring candidates. All results of such examinations shall be posted. The Chief of Police shall have the authority to determine the process by which such examinations are to be conducted. If three (3) or fewer candidates are eligible for promotion, the examination process shall be at the discretion of the Chief of Police.

SECTION 2. To be eligible for a promotion to sergeant, an employee must move to Step 6 on the Patrol Officer Salary Schedule (Article, 15, Section 2) immediately prior to the cut-off date stated at the time of the announcement of the promotional examination.

SECTION 3. Effective July 1, 1987 the Town shall take the necessary steps to establish the rank of Patrol Officer First Class (PFC) based on a written examination process to be conducted annually during the first week of January for all candidates eligible during the calendar year. The examination process shall be approved by the Police Commission. To be eligible for the rank of Patrol Officer First Class, an employee hired before March 1, 2015 must move to Step 6 on the Patrol Officer Salary Schedule (Article 15, Section 2(a)); and an employee hired on or after March 1, 2015 must move to Step 7 on the Patrol Officer Salary Schedule (Article 15, Section 2(b)). Movement to the rank of PFC shall occur on the month and day of the employee's date of hire.

ARTICLE 22 - MEDICAL INSURANCE FOR RETIREES

SECTION 1. Upon their retirement, officers are eligible to receive medical insurance with a participant contribution of twenty percent (20%) for individual coverage and twenty percent (20%) for the coverage of a spouse in the Town-provided HMO or PPO program until the officer reaches the age of sixty-five (65). Alternatively, officers are eligible to receive medical insurance with a participant contribution of fifteen percent (15%) for individual coverage and fifteen percent (15%) for the coverage of a spouse in the Town-provided HDHP program until the officer reaches the age of sixty-five (65). This provision applies to all employees on the payroll on and after July 1, 2014.

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SECTION 2. To the extent relevant, the program as enumerated in Section 1 above will be covered by the following additional terms:

A. In the event that the officer becomes employed by a new employer after retiring from the Police Department and the new employer provides comparable benefits, the Town's obligation to provide medical benefits will cease. In the event that the retired Officer leaves the employment of a new employer and loses the medical benefits and/or the new employer ceases to provide comparable medical benefits, the medical benefits provided for in this Article shall be reinstated, provided that the Officer (a) provides proof of loss of the other coverage; and (b) requests reinstatement of the Town's coverage in a timely fashion. Every retired Officer has a responsibility to provide the Town with information regarding medical benefits offered to the retired Officer by a new employer. The Town reserves the right to make an annual inquiry of the retired Officer regarding said medical benefits offered to the retired Officer by a new employer.

B. In the event that the officer dies before the expiration of the benefit period, the benefit of the surviving spouse would remain available for the remaining portion of the benefit period.

C. In order for medical insurance to be received, the retiree must pay the appropriate premium differential so that, with the Town's share, One Hundred (100) percent of the premium is accounted for.

SECTION 3. Employees shall make ~~the following~~ contributions to the Other Post-Employment Benefits trust ("OPEB") to offset the cost of retiree health insurance. ~~Payments shall continue~~ Employees on the payroll as of December 31, 2018 shall contribute 1.5% of base wages for a period of ~~ten five (40 5)~~ years and shall not increase above 1.5% for this period. ~~Employees hired after December 31, 2018 shall contribute 2% of base wages for a period of ten (10) years. Employees with more than five (5) years of service shall be refunded money upon conclusion of employment provided each such employee agrees not to seek retiree health benefits or the employee has not been employed by the town for a sufficient period of time to earn a vested right to the benefit.~~ In the event that a retiree elects to reinstate medical benefits pursuant to Article 22, Section 2.A., the retiree shall return all OPEB contributions previously refunded. ~~Employees hired on or after March 1, 2015 shall contribute one and a half percent (1.5%) of base wages. Employees hired before March 1, 2015 shall make contributions according to the following schedule:~~

~~A. July 1, 2014: 0.5% of base wages (payments are to be made retroactive to July 1, 2014)~~

~~B. July 1, 2015: 1.0% of base wages~~

~~C. July 1, 2016: 1.5% of base wages~~

ARTICLE 23 - PENSION

SECTION 1. The normal retirement date for all participants in the Town of Simsbury Police Retirement Plan shall be the earlier of Twenty Five (25) years of credited service or age

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Fifty Three (53). Effective July 1, 2014, the term final average earnings shall be amended as follows: Earnings: all W-2 earnings received from the employer capped at a maximum amount of Ten percent (10%) over base salary per year. Participants shall make pension contributions on all earnings as described above.

ARTICLE 24 - DURATION

SECTION 1. This Agreement shall have an effective date of July 1, ~~2017~~ 2018, and an execution date or signing date as may be relevant in this Agreement as is set forth above the signatures affixed hereto, subject to any limitations imposed thereon by any and all lawful provisions and regulations of any economic controls in effect. The Town agrees to cooperate with the Union at no expense to the Town, in pursuing such interpretations or exceptions, either administratively or by litigation as may be permitted under federal economic controls.

SECTION 2. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within collective bargaining, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. Therefore, the Town and the Union for the life of this Agreement each voluntarily waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically, referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. It is further agreed that this Agreement may not and shall not be added to, subtracted from, altered; amended, or modified in any respect whatever except by a document signed on behalf of the parties hereto by their duly authorized officers and representatives.

SECTION 3. This Agreement shall remain in full force and effect until the 30th of June, ~~2018~~ 2021.

In witness whereof the parties have caused their names to be signed to this instrument on the ___ day of ~~November, 2017~~, said date to be deemed the signing or execution date.

SIGNED this ___ day of ~~November, 2017~~.

FOR THE TOWN

FOR THE UNION

~~Lisa L. Heavner, First Selectwoman~~
Maria E. Capriola, Town Manager

Gary Gray, President
IBPO, Local 458

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APPENDIX A – HEALTH INSURANCE PLAN DESIGN INFORMATION

APPENDIX B

MEMORANDUM OF UNDERSTANDING

Upon ratification of this agreement by both parties, the Union agrees to withdraw all pending grievances and arbitrations.

In regards to grievance 18-01, the grievant will be given reasonable opportunities by the Chief to work up to twenty one and one half (21.5) hours within six (6) months from date of execution of this agreement. If the grievant declines to work any of the overtime offers, those hours will be counted towards the twenty one and one half (21.5) hour limit. Only hours worked shall be paid. Hours worked pursuant to this agreement will also count as hours worked for the general overtime list.

This Agreement resolves any issues regarding pending contract negotiations and compensation and scheduling related to training. This Agreement is specific to these matters and is without precedent or applicability to any other matters involving the Union, any of its bargaining unit members, and the Town.

FOR THE TOWN

FOR THE UNION

Maria E. Capriola, Town Manager

Gary Gray, President
IBPO, Local 458

Date

Date

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IBPO TOWN OF SIMSBURY MEDICAL PLANS

	HMO Open Access Plus In-Network (OAPIN3)	PPO Open Access Plus - In & Out of Network (OAP3)	High Deductible Health Plan (HDHP) Open Access Plus - Healthcare Savings Account (THSAI / THSAF)
	In Network Only	In Network	In Network
	Out of Network	Out of Network	Out of Network
Deductible	NA	NA Individual: \$250; Family: \$750 Only out of network costs apply to the deductible. Once an individual hits the individual deductible the plan will pay at the coinsurance level for that individual until all family members contribute/ meet the family deductible.	Individual: \$2,000 / Family: \$4,000 Deductible costs you pay accumulate for all combined in and out of network benefits. All family members contribute to the family maximum. Pharmacy and medical expenses apply to the maximum.
Health Savings Account Town Contribution:	NA	NA	50% of deductible (\$1,000 employee only/ \$2,000 family) paid in two (2) installments annually July and January
Out of Pocket Maximum	Individual: \$6,350 Family: \$12,700 Only expenses for in-network costs apply. Copays apply to the maximum. Out of network costs do not apply to the maximum.	Individual: \$1,500; Family: \$3,250 Only out of network costs apply to the maximum. Once an individual hits the individual maximum the plan will pay 100% of costs for that individual until all family members contribute/ meet the family maximum.	Individual = \$5,000 ; Individual in Family = \$6,850 (in-network) \$10,000 (out of network) Family = \$10,000 Out of pocket maximums accumulate for all combined in and out of network benefits. All family members contribute to the family maximum. Pharmacy and medical expenses apply to the maximum.
PCP Office Visit	\$15-\$20 Copay per visit, then plan pays 100%	\$15-\$20 Copay per visit, then plan pays 100%	Plan pays 100% after deductible
Specialist Office Visit	\$15-\$20 Copay per visit, then plan pays 100%	\$15-\$20 Copay per visit, then plan pays 100%	Plan pays 100% after deductible
Preventative Care	No cost - Plan pays 100%	No cost - Plan pays 100%	No cost - plan pays 100%
Pharmacy - Retail	Retail - 30 day supply \$5/\$10/\$20 \$10/\$25/\$40 for Generic/preferred brand / non-preferred brand	Retail - 30 day supply \$5/\$10/\$20 \$10/\$25/\$40 for Generic/preferred brand / non-preferred brand	Retail - 30 day supply - Plan pays \$5/\$10/\$20/\$25/\$40 for Generic/preferred brand / non-preferred brand after deductible
Pharmacy - Home Delivery	Retail - 90 day supply \$10/\$20/\$40- 2x co-pay for Generic/preferred brand / non-preferred brand	Retail - 90 day supply \$10/\$20/\$40 2x co-pay for Generic/preferred brand / non-preferred brand	Retail - 90 day supply - Plan pays \$10/\$20/\$40 2x co-pay for Generic/preferred brand / non-preferred brand after deductible
Second Surgical Opinion	Plan pays 100%	Plan pays 100%	Plan pays 100% after deductible

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9

IBPO TOWN OF SIMSBURY MEDICAL PLANS

	HMO Open Access Plus In-Network (OAPIN3)	PPO Open Access Plus - In & Out of Network (OAP3)	High Deductible Health Plan (HDHP) Open Access Plus - Healthcare Savings Account (THSAI / THSAF)
Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility	In Network Only Plan pays 100% all services in this category accumulate subject to 120 day combined maximum per calendar year Plan pays 100%	In Network Plan pays 100% all services in this category accumulate subject to 120 day combined maximum per calendar year Plan pays 100%	In Network Plan pays 100% after deductible; all services in this category accumulate subject to 120 day combined maximum per calendar year (in & out of network) Plan pays 100% after deductible
Durable Medical Equipment (DME)	Plan pays 100%	Plan pays 100%	Plan pays 100% after deductible
External Prosthetic Devices (EPA)	Plan pays 100%	Plan pays 100%	Plan pays 80% after deductible
Hearing Aids	Covered for children under age 13 only. Plan pays 100%	Covered for children under age 13 only. Plan pays 100%	Covered for children under age 13 only. Plan pays 80% after deductible
Routine Vision Exam	Plan pays 100%. Limited to one exam every 12 months	Plan pays 100%. Limited to one exam every 12 months	Plan pays 80% after deductible Limited to one exam every 12 months
Lab and X-Ray in Physician Office, Outpatient Facility and Independent Lab	Plan pays 100%	Plan pays 80% after deductible	Plan pays 80% after deductible
Emergency Room, Urgent Care & Emergency Care	Emergency Room - \$50 copay waived if admitted; Urgent Care Facility - \$10-\$25 copay Emergency Care in _____ physicians office - \$15-\$20 copay; then plan pays 100%	Emergency Room - \$50 copay waived if admitted; Urgent Care Facility - \$10-\$20 copay Emergency Care in physicians office - \$15-\$20 copay; then plan pays 100%	Plan pays 100% after deductible, includes advanced radiology
Advanced Radiology (MRI, MRA, CAT, PET Scan)	Plan pays 100%	Plan pays 100% after deductible for services provided in Physician Office, Outpatient Facility	Plan pays 80% after deductible for services provided in Physician Office, Outpatient Facility
Ambulance (Emergency Only)	Plan pays 100%	Plan pays 100%	Plan pays 100% after deductible
Maternity	Initial visit and global OBGYN & Specialist fee - \$15-\$20 copay then plan pays 100%; Prenatal, postnatal, office visits, physician delivery charges - plan pays 100%	Initial visit and global OBGYN & Specialist fee - \$15-\$20 copay then plan pays 100%; Prenatal, postnatal, office visits, physician delivery charges - plan pays 100%	Plan pays 80% after deductible, includes initial, prenatal, postnatal, office visits, physician delivery charges, OBGYN and Specialist global fee

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8

IBPO TOWN OF SIMSBURY MEDICAL PLANS

	HMO Open Access Plus In-Network (OAPIN3)	PPO Open Access Plus - In & Out of Network (OAP3)	High Deductible Health Plan (HDHP) Open Access Plus - Healthcare Savings Account (THSAI / THSAF)
Hospice	In Network Only Plan pays 100% includes inpatient Hospital, outpatient, and other healthcare facilities	In Network Plan pays 100% includes inpatient Hospital, outpatient, and other healthcare facilities	In Network Plan pays 100% after deductible includes inpatient Hospital, outpatient, and other healthcare facilities
Bereavement Counseling	Plan pays 100% includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 100% includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 80% after deductible includes inpatient hospital, outpatient, and other healthcare facilities
Abortion (Elective and non-elective)	Physicians Office - \$15-\$20 copay; Inpatient Facility - \$250-\$300 per admission copay; Outpatient Facility - \$100 copay; professional services - plan pays 100%	Physicians Office - \$15-\$20 copay; Inpatient Facility - \$250-\$300 per admission copay; Outpatient Facility - \$100 copay; professional services - plan pays 100%	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services
Family Planning - Men	Physician Services - \$15-\$20 copay; Inpatient Hospital - \$250-\$300 copay; Outpatient Facility - \$100 copay; Professional services - plan pays 100%	Physician Services - \$15-\$20 copay; Inpatient Hospital - \$250-\$300 copay; Outpatient Facility - \$100 copay; Professional services - plan pays 100%	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services
Family Planning - Women	Plan pays 100%	Plan pays 100%	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services
Infertility - lifetime maximum does not apply	Physician Services - \$15-\$20 copay; Inpatient Hospital - \$250-\$300 copay; Outpatient Facility - \$100 copay; Professional services - plan pays 100% Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT	Physician Services - \$15-\$20 copay; Inpatient Hospital - \$250-\$300 copay; Outpatient Facility - \$100 copay; Professional services - plan pays 100% Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT
Organ Transplants	Inpatient hospital - \$250-\$300 copay per admission; Inpatient professional services - plan pays 100%	Inpatient hospital - \$250-\$300 copay per admission; Inpatient professional services - plan pays 100%	Plan pays 80% after deductible, includes inpatient hospital and professional services

9

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IBPO TOWN OF SIMSBURY MEDICAL PLANS

	HMO Open Access Plus In-Network (OAPIN3)	PPO Open Access Plus - In & Out of Network (OAP3)	High Deductible Health Plan (HDHP) Open Access Plus - Healthcare Savings Account (THSAI / THSAF)	
Dental Care	<p>In Network Only</p> <p>Physicians Office - \$15-\$20 copay; Inpatient Facility - \$250-\$300 per admission copay; Outpatient Facility - \$100 copay; professional services - plan pays 100% - limited to charges for a continuous course of dental treatment within 6 months of an injuries to sound natural teeth</p> <p>Inpatient hospital - \$250-\$300 copay per admission; Outpatient - \$15-\$20 copay outpatient physician office and facility charges</p>	<p>In Network</p> <p>Physicians Office - \$15-\$20 copay; Inpatient Facility - \$250-\$300 per admission copay; Outpatient Facility - \$100 copay; professional services - plan pays 100% - limited to charges for a continuous course of dental treatment within 6 months of an injuries to sound natural teeth</p> <p>Inpatient hospital - \$250-\$300 copay per admission; Outpatient - \$15-\$20 copay outpatient physician office and facility charges</p>	<p>In Network</p> <p>Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Limited to charges for a continuous course of dental treatment within 6 months of an injuries to sound natural teeth</p> <p>Plan pays 100% after deductible. Including inpatient, outpatient physician office and facility charges.</p>	<p>Out of Network</p> <p>Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Limited to charges for a continuous course of dental treatment within 6 months of an injuries to sound natural teeth</p> <p>Plan pays 80% after deductible Including inpatient, outpatient physician office and facility charges</p>
Mental Health/ Substance Abuse				

The CIGNA Summary Plan Descriptions (SPD) will govern the provisions of the policy in the event there is a discrepancy between this Comparison Chart and the SPD.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Social Media and Website Use Policy
2. **Date of Board Meeting:** March 11, 2019
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Melissa A.J. Appleby, Deputy Town Manager
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports adopting the Social Media and Website Use Policy, the following motion is in order:

Move, effective March 11, 2019 to adopt the Social Media and Website Use Policy as presented.

5. **Summary of Submission:**
Over the summer, the Economic Development Work Group discussed the concept of a Social Media Policy. This proposed (new) Social Media and Website Use Policy attempts to establish standards and procedures for the creation of social media and website accounts for the Town of Simsbury. Attached is the draft Social Media and Website Use Policy prepared by the Economic Development Work Group and endorsed at their January 8th meeting.

Staff has completed the following:

- Consulted with the Town Attorney to ensure the policy doesn't infringe upon first amendment rights (free speech)
- Consulted with the Town Attorney regarding whether or not the Board of Selectmen has the authority to authorize the creation or deletion of social media accounts and websites for other Town elected bodies, or to govern their content
- Consulted with Labor Counsel regarding any potential collective bargaining implications (i.e. mandatory v. permissive subject of bargaining)
- Collected feedback from department heads regarding the draft policy
- Provided the policy to union leadership with no concerns noted

At its meeting on January 28, 2019, the Board voted to refer the proposed policy to the Technology Task Force and to advisory and elected bodies that have an existing social media or web presence. Comments were due by March 1. Feedback was received by the Simsbury Housing Authority and the Technology Task Force. The Housing Authority had no recommended changes. Feedback from the Technology Task Force has been included in the revised draft.

Pursuant to Section 2 of the Town's Personnel Rules and Regulations, administrative and personnel policies are adopted by resolution of the Board of Selectmen and the Town Manager is responsible for execution and implementation. If adopted, this policy will be made available to Town employees, boards, commissions, and committees.

6. Financial Impact:

None

7. Description of Documents Included with Submission:

a) Draft Social Media and Website Use Policy



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

**TOWN OF SIMSBURY
SOCIAL MEDIA AND WEBSITE USE POLICY**
*Adopted by the Simsbury Board of Selectmen on **INSERT DATE**, 2019*

I. Purpose

The purpose of this policy is to provide standards and procedures for the establishment and appropriate use of Town of Simsbury social media and website accounts.

Social media and website accounts may serve as a mechanism for authorized Town employees and officials to disseminate information and communicate with members of the public regarding official town business and public service announcements. The Town recognizes that social media is an evolving communications tool with new resources constantly emerging and becoming available.

II. Applicability

This policy applies to all Town employees, elected officials, and appointed officials, whether paid or unpaid, and covers the use of all Town information technology resources and online platforms.

III. Effective Date

This policy shall remain in effect until revised or rescinded. The Town reserves the right to amend this policy as necessary.

IV. Policy

The Town of Simsbury's social media outlets and websites shall serve primarily to disseminate information from the Town and communicate with members of the public regarding official Town business. Examples include but are not limited to: Town meetings, public hearings, and information sessions; activities, events or programs sponsored or co-sponsored by the Town; Town programs, services, and projects; forms; fees; policies; and topical or seasonal Town issues. The Town's social media accounts are not intended to serve as public fora. The Town's official website (www.simsbury-ct.gov), and any other domains owned by the Town, will remain the Town's primary method of internet communication.

V. Account Management

- A. Town Departments.** Social media accounts and websites established by Town departments are subject to approval by the Town Manager or his/her designee. Department directors will be responsible for managing the content and upkeep of any social media accounts and websites they create. The Town Manager or his/her designee has the discretion and authority to edit, eliminate, disable, or suspend the use of social media accounts and websites by Town departments.
- B. Elected and Appointed Bodies.** Social media accounts and websites established by elected and appointed bodies are subject to approval by the Board of Selectmen. Department directors will be responsible for managing the content and upkeep of any elected and appointed bodies' social media accounts and websites they are assigned to by the Town Manager or his/her designee. The Board of Selectmen may eliminate, disable, or suspend the use of social media accounts and websites by elected and appointed bodies. In the event of an emergency or exigent circumstances, the Town Manager or his/her designee may eliminate, disable, or suspend the use of social media accounts and websites by elected and appointed bodies.
- C. Contact Information.** All of the Town's social media sites shall use the Town's authorized contact information for account setup, monitoring, and access. The Town's social media accounts do not belong to a specific person and access will be transferred by the Town to staff members responsible for managing content as appropriate.

VI. Content Management

- A. Communicating an Official Town Position on Social Media.** Employees and advisory bodies are not authorized to take a policy position and speak on behalf of the Town through social media unless authorized by the Board of Selectmen; this is not intended to prohibit or restrict an appointed official from speaking on behalf of oneself on a personal social media account or website regarding a matter of Town business so long as it is disclosed that the individual is not speaking on behalf of the advisory body or Town.

Any social media account or website bearing the name of the Town of Simsbury, but that is not an official account or website of the Town, shall display a disclaimer indicating that it is not an official account or website of the Town.

- B. Conduct on Social Media.** All authorized persons managing content for the Town's social media sites shall conduct themselves at all times as professional representatives of the Town and in a manner consistent with the Town's policies.
- C. Content.** Social media content should include information from the Town regarding official Town business. Examples include, but are not limited to: Town meetings, public hearings, and information sessions; activities, events or programs sponsored or

co-sponsored by the Town; Town programs, services, and projects; forms; fees; policies; and topical or seasonal Town issues.

- i. Social media content should complement and be consistent with other established Town communication tools.
- ii. Content should never include profane, foul, obscene, or other inappropriate language, photos, videos, or graphics.
- iii. Content for an official Town social media account or website should be nonpartisan in nature, and users should not “share” any content that is partisan in nature. The Town’s social media accounts should not “follow” any political entity, local business, or other special interest groups. This does not include not-for-profit organizations, civic groups, or governmental agencies that serve Simsbury residents.

D. Responses from the Town. All authorized persons managing content should be aware that content posted by the public to social media sites may require a response from the Town. Users shall not provide lengthy responses or engage in debate through the social media forum. If comments provided by the public require a comprehensive response, those responses should be provided via private message, email, mail, or telephone.

E. Public Records. Content posted through the Town’s social media accounts are subject to public records and record retention laws, rules, regulations and policies. Postings must not disclose information that may be confidential or exempt from disclosure under the Freedom of Information Act (FOIA). All content maintained in a social media format, including a list of subscribers and posted communication, may be a public record subject to public disclosure. Records should be retained in accordance with the relevant record retention laws.

VII. Violations of Policy

Violations of this policy may be subject to discipline up to and including termination without lower levels of discipline having been issued depending on the nature and severity of the offense or offenses. Any discipline issued shall be in accordance with procedures outlined in the employees’ relevant collective bargaining agreements or the Town Personnel Rules as applicable.

When it is determined that content has been posted that is not consistent with this policy, the Town Manager or his/her designee may authorize its immediate removal.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** FY 19/20 Budget Discussion and Adoption
2. **Date of Board Meeting:** March 11, 2019
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Melissa A.J. Appleby, Deputy Town Manager; Amy Meriwether, Finance Director/Treasurer
4. **Action Requested of the Board of Selectmen:**
If the Board is prepared to take action on the FY 19/20 budget this evening, you may do so. Budget motions are attached here. Should the Board need additional time to discuss the budget, a special meeting should be scheduled later this week.
5. **Summary of Submission:**
The Board is scheduled to continue its discussion on the FY 19/20 budget from their March 2nd budget workshop. If needed, the Board can carry the discussion forward to a special meeting later this week. The Board of Selectmen approved budget will be presented to the Board of Finance on March 19th. The public hearing on the budget is tentatively scheduled for April 2, 2019 at the Simsbury Public Library.
6. **Financial Impact:**
The Manager's proposed operating budget was \$21,360,084, an increase of 4.10%¹. This did not reflect debt service, capital, the Board of Education, or the Fire District budgets. The overall proposed budgets (town, schools, debt service, cash for capital) were \$100,624,792. The most significant cost drivers to the overall budget were debt service and health insurance. Due to these costs, the Manager's proposed budget maintained existing services and had no new service initiatives. In order to fund the proposed budgets a mill rate of approximately 37.57 mills is needed, or a 1.15 mill increase. The Manager's full budget document and presentation can be viewed here: <https://www.simsbury-ct.gov/budget>.
7. **Description of Documents Included with Submission:**
 - a) 2019-2020 Sample Budget Motions - **FORTHCOMING**
 - b) Budget Workshop Flagged Items - **FORTHCOMING**

¹ This percentage increase does not reflect expenditures for which there are offsetting revenues such as shared services with the Board of Education.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Sustainability Team Appointments
2. **Date of Board Meeting:** March 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:**
If the Board of Selectmen supports the proposed appointments to the Sustainability Team, the following motion is in order:

Move effective March 11, 2019, to appoint the following individuals to the Sustainability Team:

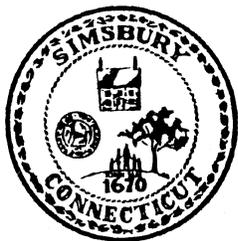
*Caroline Meckel (D), Economic Development Commission
Mary Turner (R), Recycling Committee*

5. **Summary of Submission:**
Following the last Board of Selectmen meeting correspondence was sent to the selected Boards, Committees and Commissions regarding the Sustainability Team (attached). To date we have received two responses. We anticipate additional responses will be received with further recommendations for appointment occurring at your March 25th meeting.

At its February 27, 2019 meeting, by consensus, the Economic Development Commission (EDC) endorsed Caroline Meckel to serve as the EDC representative on the Sustainability Team.

Mary Turner has volunteered to be the Recycling Committee representative for the Sustainability Team.

6. **Financial Impact:**
Staff time will be required to help support this initiative. There are no specific projects or other expenses related to this initiative at this time.
7. **Description of Documents Included with Submission:**
 - a) Memo from M. Capriola re: Sustainability Team, dated February 28, 2019



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

MEMORANDUM

To: Mark Scully, Clean Energy Task Force Chair; Bill Rice, Planning Commission Chair; Mary Turner, Recycling Committee Chair; Bob Crowther, Economic Development Commission Chair; Tara Willerup, Board of Education Chair; David Bush, Culture, Parks and Recreation Commission Chair

From: Maria Capriola, Town Manager

Cc: Melissa Appleby, Deputy Town Manager; Thomas Roy, Director of Public Works; Michael Glidden, Director of Planning and Community Development; Thomas Tyburski, Director of Culture, Parks and Recreation; Matthew Curtis, Superintendent Simsbury Public Schools

Date: February 28, 2019

Subject: Sustainability Team

The Board of Selectmen has approved the formation of a Sustainability Team to assist the Town in its participation in the Sustainable CT Municipal Certification Program. Ideally, the Sustainability Team will be comprised of:

- 3 members from Clean Energy Task Force
- 1 member from the Planning Commission
- 1 member from the Recycling Committee
- 1 member from the Economic Development Commission
- 1 member from the Board of Education
- 1 member from the Culture, Parks and Recreation Commission

Sustainable CT is our opportunity to join other Connecticut communities with a similar concern for the environment. 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. Additional information regarding this program is available at the Town's official website, located in the February 11, 2019 Board of Selectmen packet (https://www.simsbury-ct.gov/sites/simsburyct/files/agendas/2-11-19_packet_0.pdf)

The Board of Selectmen is seeking a member from your Board, Commission or Committee to participate on the Sustainability Team. The selected individual should be interested in

Sustainable CT and willing to dedicate time to the initiative. Once the Team is appointed, they would need to meet at least quarterly to support the Town's certification process.

If your Board, Commission or Committee has a member willing to volunteer for this initiative, please forward their name and contact information to the Town Manager's Office. If you are able to provide the Town Manager's Office with a chosen name by March 6th we will be able to place the proposed appointment on the March 11th Board of Selectmen agenda. If you are unable to meet the March 6th timeline please provide a name by March 20th for our March 25th Board of Selectmen meeting. If you do not have a member of your Board, Commission or Committee that has an interest in serving on the Sustainability Team, please also forward that information to the Town Manager's Office.

If you have any questions about the Sustainability Team please contact the Town Manager's Office at townmanger@simsbury-ct.gov or (860) 658-3230.

Thank you for your assistance with this matter.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Appointment of Rachel Wellman to the Culture, Parks and Recreation Commission
2. **Date of Board Meeting:** March 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 appointing Rachel Wellman to the Culture, Parks and Recreation Commission, the following motion is in order:

Move, to approve the appointment of Rachel Wellman (D) as a regular member of the Culture, Parks and Recreation Commission effective March 11, 2019 with a term expiring January 1, 2022.
5. **Summary of Submission:**
Pursuant to Section 604 of the Charter the Culture, Parks and Recreation Commission shall consist of nine (9) members appointed to four year terms. The Culture, Parks and Recreation Commission has a vacancy due to the resignation of William K. Mullen, which was accepted at the October 10, 2018 Board of Selectmen meeting. Mr. Mullen's term was to expire January 1, 2022. The Democratic Town Committee has nominated Rachel Wellman to fill the remainder of the term made vacant by the resignation of Mr. Mullen.

The appointment of Ms. Wellman was tabled at the February 25th Board of Selectmen meeting due to a lack of a quorum on the matter.
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:** Resignation of Regina Pynn from the Clean Energy Task Force
2. **Date of Board Meeting:** March 11, 2019
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Ericka L. Butler, Town Clerk
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
The following motion is in order:

Move, to accept the resignation of Regina Pynn as a regular member of the Clean Energy Task Force retroactive to January 11, 2019.
5. **Summary of Submission:**
The Town Clerk has received the resignation of Regina Pynn as a regular member of the Clean Energy Task Force.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Copy of Regina Pynn's Resignation Letter, dated February 26, 2019

TOWN OF
SIMSBURY
CONNECTICUT

Published on *Simsbury CT* (<https://www.simsbury-ct.gov>)

[Home](#) > [Government](#) > [Town Clerk](#) > [Resignation Submission Form](#) > [Webform results](#) > [Resignation Submission Form](#)

Submission information

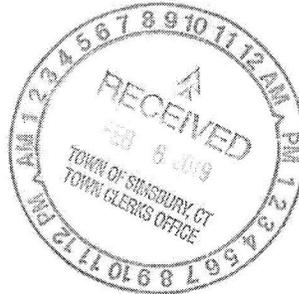
Form: [Resignation Submission Form](#) (1)
Submitted by Anonymous (not verified)
February 26, 2019 - 12:25pm
64.9.247.162

Member's Name

Regina Pynn

Address

25 Walker Dr



Type of Member

Regular

Name of Board/Commission

Clean Energy Task Force

Effective Date of Resignation

01/11/2018

Reason for Resignation

Time commitment



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Appointment of Cheri Calnan to the Clean Energy Task Force
2. **Date of Board Meeting:** March 11, 2019
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Ericka L. Butler, Town Clerk
maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the proposed appointment of Cheri Calnan, the following motion is in order:

Move, effective March 11, 2019, to appoint Cheri Calnan (D) as a regular member of the Clean Energy Task Force with a term expiring December 2, 2019.
5. **Summary of Submission:**
The Simsbury Democratic Town Committee has recommended the appointment of Cheri Calnan to the Clean Energy Task Force as a regular member with a term expiring December 2, 2019. Ms. Calnan would fill the remainder of the term made vacant by the resignation of Ms. Pynn.
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 Christopher Kelly, Chris Peterson and Michael Paine. Selectmen Sean Askham and Cheryl Cook were absent. Others in attendance included: Town Manager Marie E. Capriola; Deputy Town Manager Melissa Appleby; Director of Public Works Tom Roy; Director of Culture, Parks and Recreation Tom Tyburski, Police Chief Nicholas Boulter; Director of Planning Mike Glidden; Town Engineer Jeff Shea; Director of Finance/Treasurer Amy Meriwether; and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC AUDIENCE

Maria Ecke, 8 Glenbrook Road, spoke about Town growth, decision making, the opioid crisis, the First Selectman’s salary and other issues. She had several questions for the Board that she wanted e-mail responses to.

Joan Coe, 26 Whitcomb Drive, spoke about the Simsbury Performing Arts Center security, cigarette and vaping issues, the Volunteer Ambulance Association, Eno Trust, Gifts of Love and other issues.

Ken Warner, 7 Glenbrook Drive, spoke about speeding on West Mountain Road and a large pine tree that he thinks is a hazard. He made some proposals to the Board on these issues.

PRESENTATION

a) Town Manager’s Fiscal Year 2019/2020 Proposed Budget

Ms. Capriola gave the Board her proposed operating and capital budgets for the Town for FY 19/20. She gave her objectives for the proposed budgets. She said the proposed operating and capital budgets, including debt service, Town and Board of Education are \$100,624,792. This is an increase of \$4,106,423 or 4.25%. The Debt service is the most significant increase to the budget. Mr. Capriola said the Grand List has grown by \$20,562,945 in value.

Ms. Capriola said the proposed operating budget is a 3.40% increase to Town Government and does not include any service improvements. A \$139,398 decrease would be needed to reach the 2.72% expenditure increase guidance from the Board of Finance. She then went through expenditures and said they uncovered a number of items that have been under-budgeted. Ms. Capriola said they also uncovered a number of items in which the true cost and associated revenues were not reflected in the budget.

Ms. Capriola said the capital and capital nonrecurring (CNR) budget focused on maintaining the existing assets and infrastructure as opposed to expansion of the infrastructure. She said they are now budgeting for smaller value capital needs (less than \$250,000) in the CNR fund over a 6 year period. They are now also demonstrating all sources of capital and CNR revenues, including grants, and are budgeting for all projects funded with these additional revenue sources.

Ms. Capriola said the impact to the taxpayers with this proposed budget will go from 36.42 mill rate to a 37.57 mill rate. She went through some suggested areas of focus as well. She said she would also like to discuss several other issues at the Budget Workshop this Saturday.

Mr. Wellman said there will be a link on his First Selectman’s report and on the Town website so residents can reach out with comments or thoughts and concerns.

FIRST SELECTMEN’S REPORT

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

TOWN MANAGER’S REPORT

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

Mr. Kelly made a motion to add the resignation and appointment to the Recycling Committee under Appointments and Resignations item (d). Mr. Paine seconded the motion. All were in favor and the motion passed.

SELECTMEN ACTION

a) Tax Refund Requests

Mr. Paine made a motion, effective February 25, 2019 to approve the presented tax refunds in the amount of \$5,317.31, and to authorize Town Manager, Maria E. Capriola, to execute the tax refunds. Mr. Peterson seconded the motion. All were in favor and the motion passed.

b) Proposed Public Gathering Permit – 2019 Simsbury Flea & Smorgasbord

Mr. Wellman said this is an annual event which will have vendors and food trucks at Simsbury Meadows on April 26th and 27th.

Mr. Peterson made a motion, effective February 25, 2019 to approve the public gathering permit for the 2019 Simsbury Flea & Smorgasbord as presented and to authorize the issuance of the public gathering permit. Mr. Paine seconded the motion. All were in favor and the motion passed.

c) Proposed Public Gathering Permit – Simsbury Women’s Club 50th Art and Crafts Festival

Mr. Wellman said this will be held in the parking lot along Iron Horse Boulevard on September 14th and 15th.

Mr. Paine made a motion, effective February 25, 2019 to approve the public gathering application for the Simsbury Woman’s Club 50th Arts & Craft Festival as presented and to authorize the issuance of the public gathering permit. Mr. Peterson seconded the motion. All were in favor and the motion passed.

d) Proposed Public Gathering Permit – 2019 Valley Collector Car Club Show

Mr. Wellman said this an annual event to be held on July 21st.

Mr. Kelly made a motion, effective February 25, 2019 to approve the public gathering application for the 2019 Valley Collector Car Club Show as presented and to authorize the issuance of the public gathering permit. Mr. Paine seconded the motion. All were in favor and the motion passed.

e) Proposed Public Gathering Permit – 2019 River Run

Mr. Wellman said this is the 22nd annual River Run scheduled for April 28th. It is a 5k and 10k road race.

Mr. Kelly made a motion, effective February 25, 2019 to approve the public gathering application for the 2019 River Run as presented and to authorize the issuance of the public gathering permit. Mr. Paine seconded the motion. All were in favor and the motion passed.

f) Proposed Improvements to Band Shell Structure at the PAC and Fee Waiver Request

Mr. Wellman said the Performing Arts Center is interested in winterizing the bathroom in the lower level of the Band Shell. They are proposing to pay for the improvements.

Mr. Kelly made a motion, effective February 25, 2019 to accept the donation from the Simsbury Meadows Performing Arts Center associated with the winterization improvements made to the existing restroom located within the band shell structure; and to authorize Town Manager Maria E. Capriola to execute the proposed memorandum of understanding regarding the band shell restroom; and to authorize Town Manager Maria E. Capriola to sign the permit and land use applications related to the band shell restroom improvements on behalf of the Town of Simsbury; and to approve the fee waiver request for the permit application fees related to the band shell restroom improvements. Mr. Paine seconded the motion. All were in favor and the motion passed.

Mr. Wellman said the Performing Arts Center is requesting that the Town provide a financial contribution for the project in amount of \$350.00.

Mr. Kelly made a motion to provide a Town financial contribution to the band shell project in the amount of \$350. Mr. Paine seconded the motion. All were in favor and the motion passed.

g) Proposed Management Specialist Classification

Mr. Wellman said the Personnel Sub-Committee reviewed and endorsed a Management Specialist position which would reside in the Town Manager’s office. Ms. Capriola said this is needed to help in the restructuring in her office.

Mr. Kelly made a motion, effective February 25, 2019 to approve the creation of the position classification of Management Specialist and the job description as presented. Further move to approve an annual salary range for the Management Specialist position of \$60,000 - \$80,000 (master’s level) or \$50,000 - \$70,000 (bachelor’s level), which may be amended from time to time through resolution of the Board of Selectmen. Mr. Paine seconded the motion. All were in favor and the motion passed.

h) Summary of Town Manager’s Performance Review and Compensation

Ms. Capriola recused herself.

Mr. Wellman said last year the Board met with the Town Manager and said she was on track with her contract. At the last Personnel Sub-Committee meeting they endorsed this increase.

Mr. Kelly made a motion effective February 25, 2019 to accept the Town Manager’s performance review summary and that effective February 25, 2019 per Section V-A of the Town Manager’s contract that the Town Manager’s base salary be increased by \$2,500 from \$152,500 to \$155,000 in recognition that she has fulfilled mutually agreed-upon performance-related goals in connection with the development of an economic development strategic plan. Mr. Paine seconded the motion. All were in favor and the motion passed.

Ms. Capriola rejoined the meeting.

APPOINTMENTS AND RESIGNATIONS

a) Reappointments to Community for Care

Mr. Paine made a motion effective February 25, 2019 to reappoint the following individuals to Community for Care with a term expiring December 2, 2019:

- Cheryl Cook
- Chris Kelly
- Nancy Sheetz
- Thomas Steen
- Candace Brohinsky
- Hannah Reynolds
- Heather Mudano
- Richard Holden
- Sarah Gwinn
- Karen Gallagher
- Marc Lehman
- Rebecca Rosenthal
- Sally Rieger

Mr. Kelly seconded the motion. All were in favor and the motion passed.

b) Sustainability Team Composition

Mr. Wellman said the Board authorized Simsbury’s participation in the Sustainable CT program. The staff recommends that the team be comprised members as follows:

- 3 members of the Clean Energy Task Force
- 1 member of the Planning Commission
- 1 member of the Recycling Committee
- 1 member of the Economic Development Commission
- 1 member of the Board of Education
- 1 member of Culture, Parks and Recreation

Mr. Paine made a motion effective February 25, 2019 to formally create a Sustainability Team to support the Sustainable CT certification process, consisting of 3 members of the Clean Energy Task Force, 1 member of the Planning Commission, 1 member of the Recycling Committee, 1 member of the Economic Development Commission, 1 member of the Board of Education, and 1 member of Culture, Parks and Recreation. Further move that the Clean Energy Task Force be tasked with supporting implementation projects that may arise

following completion of the certification process. Mr. Kelly seconded the motion. All were in favor and the motion passed.

c) Proposed Appointments and Reappointments to Various Appointed Committees and Boards

Mr. Kelly made a motion effective February 25, 2019 to reappoint Janet Beatty (D), Marvin Koff (D), and Diana Yeisley (D) as regular members of the Aging and Disability Commission with terms expiring January 1, 2023. Mr. Paine seconded the motion. All were in favor and the motion passed.

Mr. Peterson made a motion to reappoint Steven Antonio (D) as a regular members of the Building Code Board of Appeals with a term expiring January 1, 2024. Mr. Paine seconded the motion. All were in favor and the motion passed.

Mr. Peterson made a motion to reappoint Grant Gritzmacher (D) as a regular member of the Conservation Commission/Inland Wetlands & Watercourses Agency with a term expiring January 1, 2023. Mr. Kelly seconded the motion. All were in favor and the motion passed.

Mr. Kelly made a motion to reappoint David Moore (D) as a regular member of the Board of Ethics with a term expiring January 1, 2023. Mr. Peterson seconded the motion. Mr. Wellman, Mr. Peterson and Mr. Kelly were in favor with Mr. Paine opposing. Therefore, the motion passed.

Mr. Kelly made a motion to reappoint Michael Long (D) as a regular member of the Police Commission with a term expiring January 1, 2023. Mr. Paine seconded the motion. All were in favor and the motion passed.

Mr. Paine made a motion to appoint Shannon Leary Knall (D) as a regular member of the Aging and Disability Commission with a term expiring January 1, 2023. Mr. Kelly seconded the motion. All were in favor and the motion passed.

Mr. Wellman asked the Board to table the appoint of Rachel Wellman (D) as a regular member to fill a vacancy on the Culture, Parks and Recreation Commission with a term expiring January 1, 2022 until the next Board meeting as he would have to recuse himself and there would be a quorum. Mr. Paine seconded the motion. All were in favor and the motion passed.

Mr. Peterson made a motion to appoint Julie Carmelich (D) as a regular member of the Historic District Commission with a term expiring January 1, 2024 vacating her position as an Alternate member with a term expiring January 1, 2021. Mr. Kelly seconded the motion. All were in favor and the motion passed.

Mr. Paine made a motion to accept the resignation of Joan Miller (R) as a member of the Recycling Committee retroactive to February 20, 2019 with our thanks, and to appoint Joan Miller (R) as a member of the Recycling Committee effective February 25, 2019 with a term expiring December 2, 2019. Mr. Peterson seconded the motion. All were in favor and the motion passed,

REVIEW OF MINUTES

a) Regular Meeting of February 11, 2019

There were no changes to the Regular Minutes of February 11, 2019, and, therefore the minutes were adopted.

SELECTMEN LIAISON AND SUBCOMMITTEE 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.

COMMUNICATIONS

- a) **Memo from R. Newton re: Try Simsbury Updated Approval Conditions**
- b) **Adopted Capital and CNR Policy, dated February 19, 2019**
- c) **Revised Capital Asset Policy, dated February 19, 2019**

EXECUTIVE SESSION

- a) **Pursuant to GCS §1-200(6)(B) concerning Pending Claims and Litigation – Deepwater Wind**

Mr. Kelly made a motion to adjourn to Executive Session, to include Town Manager Maria E. Capriola, Deputy Town Manager Melissa Appleby, Mike Glidden, Jeff Shea and Attorney Jesse Langer at 7:30 pm pursuant to CGS §1-200(6)(B) to discuss Pending Claims and Litigation – Deepwater Wind. Mr. Paine seconded the motion. All were in favor and the motion passed.

ADJOURN

Mr. Paine made a motion to adjourn from Executive Session. Mr. Kelly seconded the motion and it passed unanimously. Executive Session adjourned at 8:05 pm.

Mr. Paine made a motion to adjourn the meeting. Mr. Kelly seconded the motion and it passed unanimously. The meeting adjourned at 8:05 pm.

Respectfully Submitted,

Kathi Radocchio
Clerk

Memo

To: Maria Capriola, Town Manager
From: Ericka L. Butler, Town Clerk
Date: February 27, 2019
Re: Notification of Number of Electors and Number of Polling Places

Under Section 9-238a, the enclosed form is to be filed with the Secretary of the State during the first week in February and a duplicate copy is to be filed with officials required to provide voting machines for the Town of Simsbury, which is the Board of Selectmen. The original form was sent to the Secretary of the State on January 30th, 2019. Please share a copy of this form with the Board of Selectmen at the next Board of Selectmen meeting, March 11th, 2019. The Town of Simsbury has a sufficient number of voting machines for the four voting districts in Town. Thank you.



**STATE OF CONNECTICUT
OFFICE OF THE SECRETARY OF THE STATE**

ED-626

(Under Section 9-238a this form is to be filed with the Secretary of the State during the first week in February, and a duplicate copy is to be filed with officials required to provide voting machines for your municipality under Section 9-238.)

To the Secretary of the State:

Notification of Number of Electors and Number of Polling Places

Notice is hereby given of the following information as required by Section 9-238a of the CGS.

USE ONLY FIGURES FROM THE ACTIVE REGISTRY LIST

Voting District Number	Total Republican	Total Democratic	Total Minor Parties	Total Unaffiliated	Total No. Names On Registry List	Total No. Voting Machines(excluding spares)	Total Number of Spare Machines
1	1,616	1,676	56	2,014	5,362	2	0
2	1,520	1,743	74	2,009	5,346	2	0
3	1,476	1,441	67	1,717	4,701	2	0
4	725	1,073	44	1,134	2,976	2	0
TOTALS	5,337	5,933	241	6,874	18,385	8	0

Total Number of Voting Machines for Entire Town: 8 + 2 spares (not designated to a polling place) = 10
(Including Spare Machines)

Dated at Simsbury, this 30th day of Jan., 2019

Richard L. Butler
Signature of Town Clerk

Town of Simsbury



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

MEMORANDUM

To: Richard A. Jacobson, Director of the State Wildlife Division, DEEP
From: Maria Capriola, Town Manager; Nicholas Boulter, Chief of Police
Cc: Board of Selectmen; Mark Rudewicz, Animal Control Officer
Date: February 26, 2019
Subject: Update to October 26, 2018 Summary of Bear Data Memo

Maria E. Capriola
Nicholas Boulter

This memo serves an update to the *Summary of Bear Data* memo from October 26, 2018. That memo looked at internal data about black bear sightings from 2009 through October 23, 2018 as well as analysis of the data DEEP has on their website for black bear sightings state wide from October 11, 2017 through September 25, 2018. This update completes that analysis using full calendar year 2018 data from the Simsbury Police Department and DEEP's Black Bear Sightings website.

Internal Data

The internal data from Simsbury's Police Department records showed that 2018 was the highest recorded number of bear sightings Simsbury has on record. Over the reporting period, the mean number of bear calls responded to was 280.9. This is an increase in the mean from the October memo when it was 275.8 bear calls a year. The median number of calls responded to was 255.5 and this value did not change when the 2018 data was updated to reflect the full calendar year. The lowest number of calls was seen in 2013 with 151 calls responded to by the Simsbury Police Department. 2018 has the highest recorded number of calls for black bears; officers responded to 576 calls. The previous high was in 2016 at 346 calls for black bear sightings. From 2017 to 2018 there has been a 69.9% increase in calls for black bears in town. This is up from 54.9% reflected in the October 26th memo. Simsbury is averaging a 17.8% increase in calls per year for black bears, which is also an increase from the 16.1% reported in the October 26th memo.

External Data

In the October 26th memo we referenced the Department of Energy & Environmental Protection log of black bear sightings around the state from October 11, 2017 through September 25, 2018. That log has been updated to include values from January 10, 2018 through December 12, 2018. An analysis of that updated data is included as the third attachment to this memo. The highlighted towns are Simsbury and our neighboring communities. You can see that most of the sightings occur in our area of the state, with Simsbury having the most reported black bear sightings at 597. This is an increase from the previous reporting period of 171. A total of 8,935 black bear sightings were recorded in Connecticut during this reporting period which is an increase of 1,064 bears from the last report on the DEEP website. The mean number of bear sightings per town increased from 54 bears to 60 bear sightings with the median number of sightings increasing from 12 to 13. The 597 black bear sightings in Simsbury represents 6.68% of all the black bear sightings across the state of Connecticut.

Challenges

In the October 26th memo we stated that we are facing a number of challenges related to the increase in amount of black bears in our area. They were:

1. In Simsbury we face an increasing number of bears entering homes. Our 2018 data shows we had 4 calls responded to for bears entering homes and Simsbury also had two properties where damage was caused by bears trying to gain entry. In December DEEP was called to two locations in Simsbury about bears living under the decks located on the properties. While the bears have not returned to these properties, that behavior does reflect the trends of the past year.
2. We are noticing a decreased sensitivity of bears to humans, vehicles and noise. There has been an increase in difficulty to move bears out of harm's way when they are obstructing traffic, when they enter homes, and when they are raiding trash.
3. Using our Police Department's records management system we were able to see that from January 1st, 2018 to December 31st, 2018 we had a total of 576 calls listed as "Animal Complaint – Bear." On average 1.22 officers responded to these calls with an average total time per call of 23.43 minutes. This time includes the time dispatch was talking to the caller as well as officers responding. Using the standard hourly rate of a Patrol Officer First Class, which is \$42.64, we are able to estimate that Simsbury has used \$11,700.93 this year for calls related to bears (this estimate does not include benefits, indirect expenses or dispatcher salaries).
4. There has been an increase in interactions between people and bears when people are outside walking or engaging in other outdoor activities.
5. The increased bear presence around our schools is causing difficulties during pick-up and drop-off times via parents/guardians or school bus, and sporting events.
6. The frequency of bears raiding closed garbage receptacles and spreading litter and waste is causing public health concerns. On the front page of our website we uploaded a memo to provide our residents tips to keep bears away from their garbage. That memo is provided as attachment F.

Conclusion

This memo serves as Simsbury's update to the original one presented to DEEP on October 26, 2018. The data presented demonstrates that during calendar year 2018 Simsbury saw a large increase in bear activity in our community and, based on trends, we should expect similar or greater numbers of bear instances for 2019.

Simsbury is seeking assistance from DEEP for a more active and direct approach to assist us with managing issues related to black bear interactions with our residents for 2019.

Attachments

- A) Internal Bear Data
- B) Internal Bear Chart
- C) DEEP Statewide Data
- D) DEEP Statewide Chart
- E) Map of All 2018 Bear Calls for Service in Simsbury
- F) Managing Bears and Garbage in Simsbury Memo
- G) Simsbury Police Department Reported Call Type: Time Analysis Year to Date

Town of Simsbury

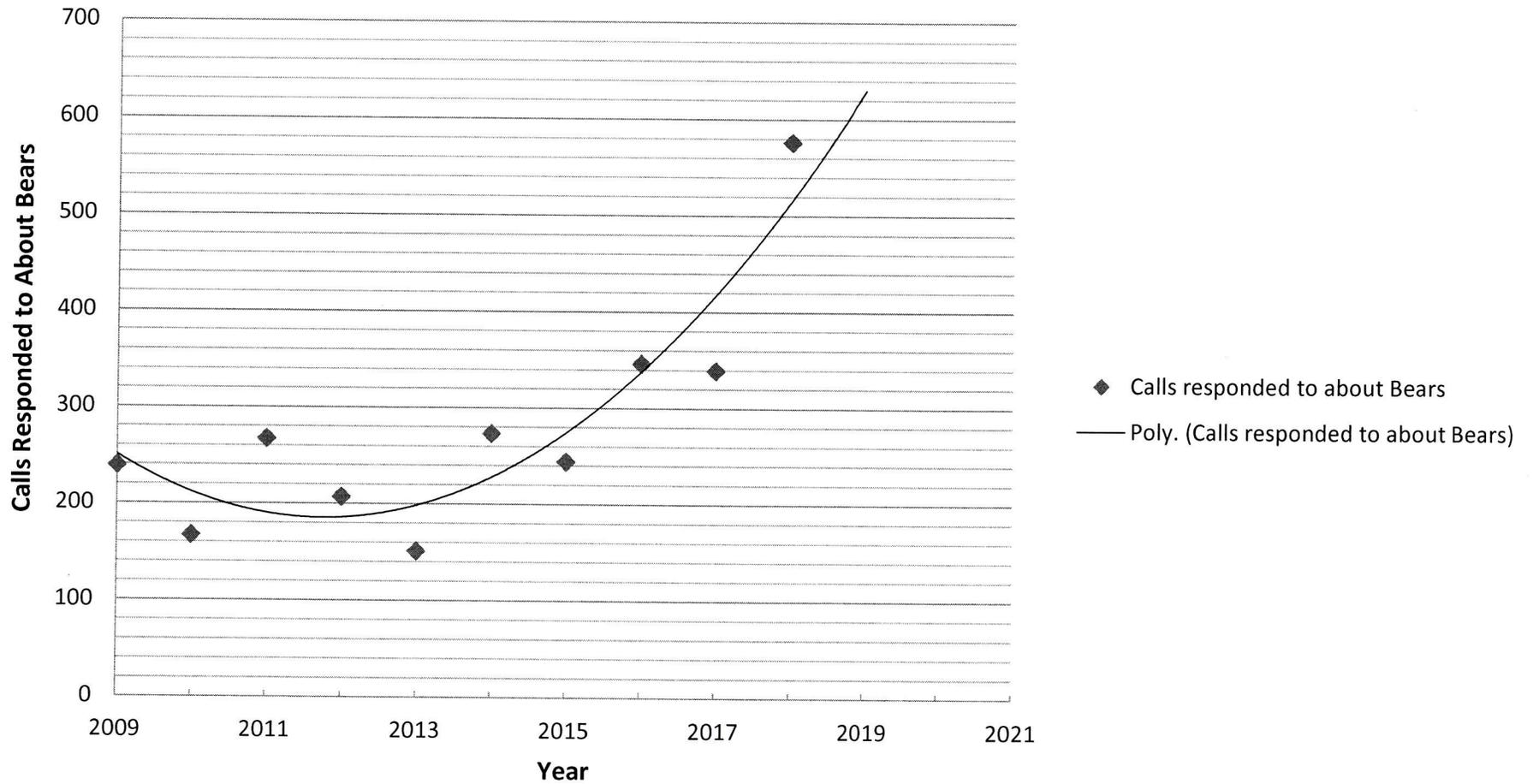
Year	Calls responded to about Bears	Change Year to Year	Percent Change Year to Year
2009	239		
2010	167	-72	-30.126%
2011	267	100	59.880%
2012	207	-60	-22.472%
2013	151	-56	-27.053%
2014	273	122	80.795%
2015	244	-29	-10.623%
2016	346	102	41.803%
2017	339	-7	-2.023%
2018	576	237	69.912%

** Green represents highest total, Red is lowest for that column

Mean	280.9
Median	255.5
Standard Deviation	115.490

Mean % Change Year to Year	17.788%
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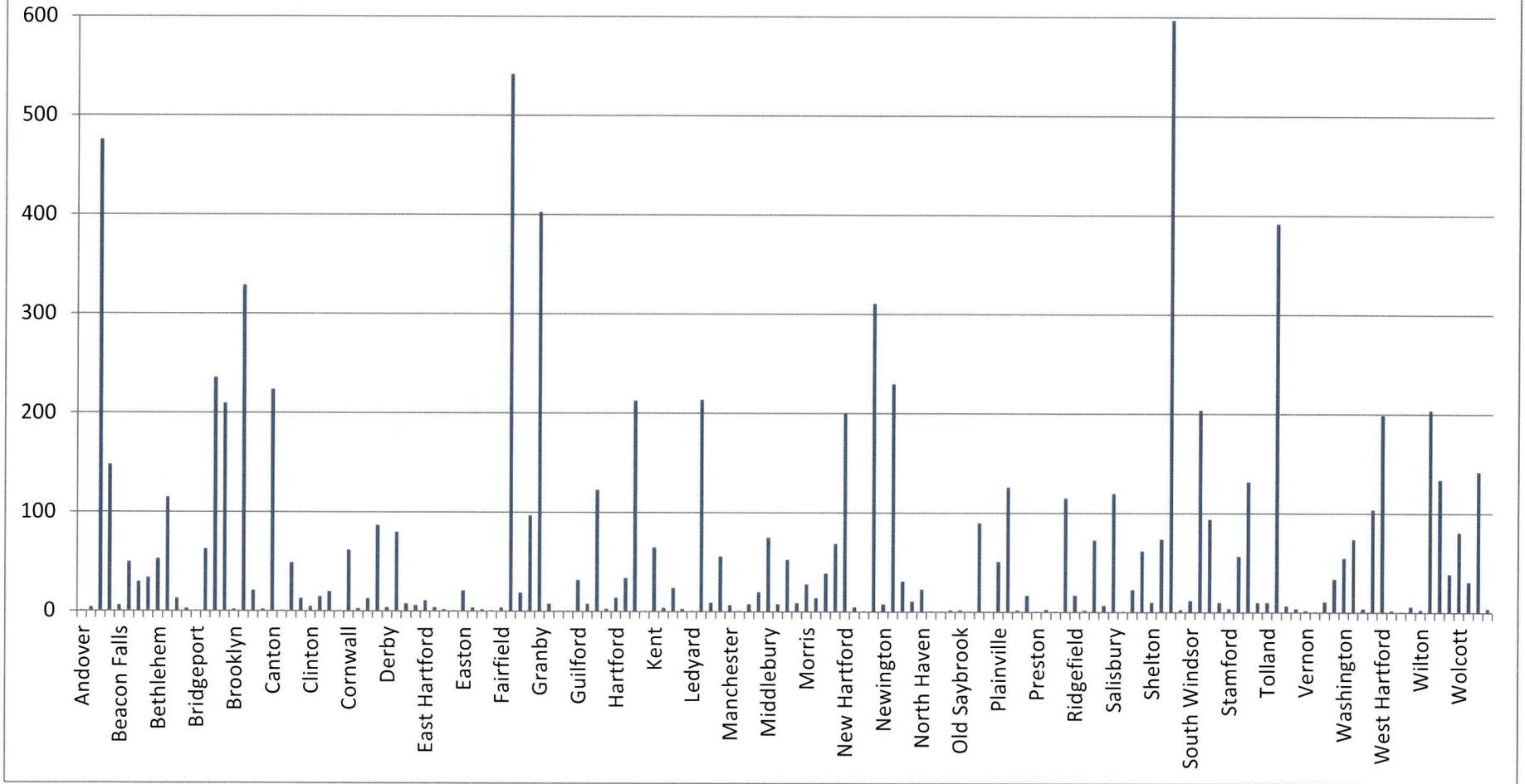
Bear Data in Simsbury 2009-Present

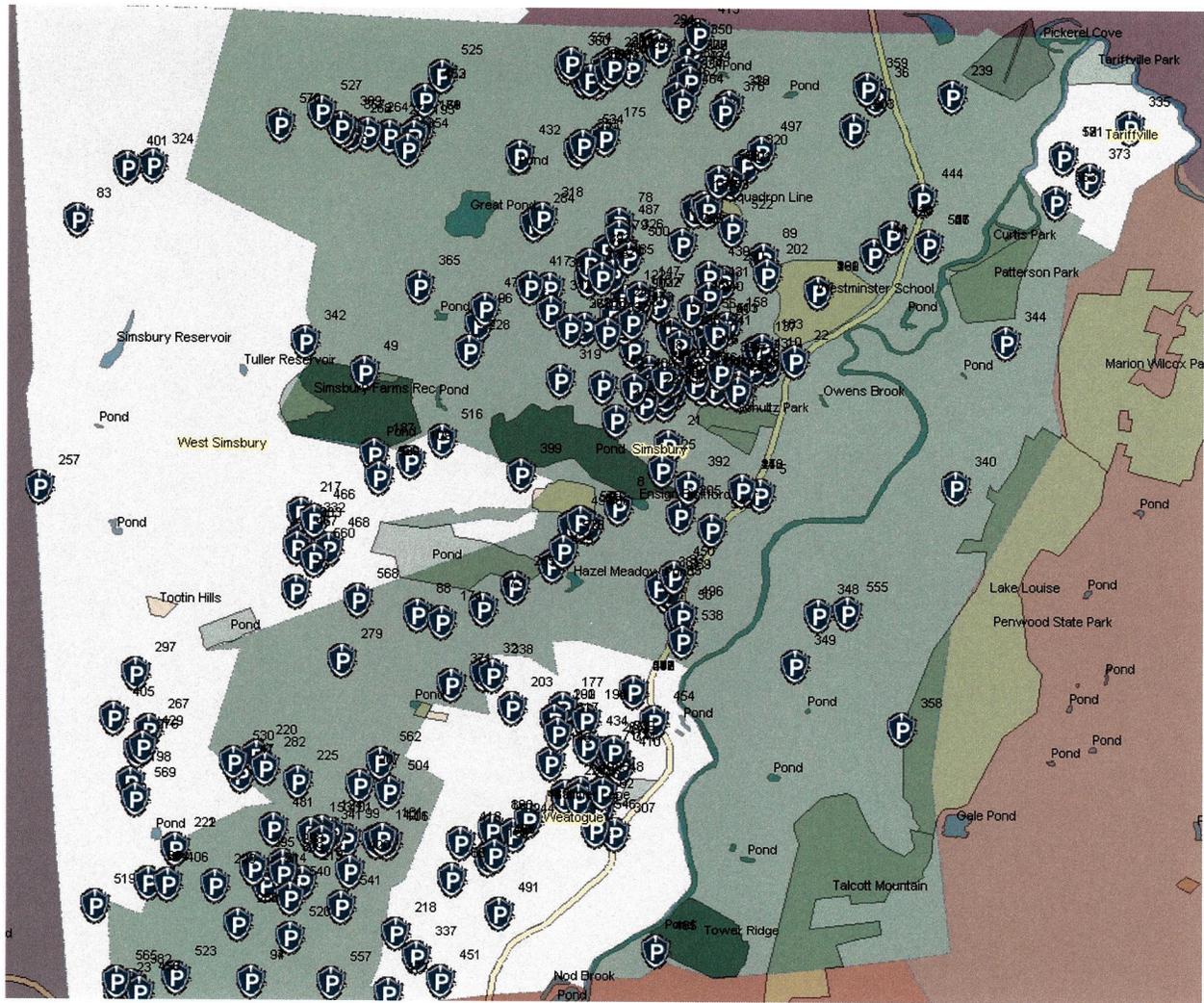


*Data from <https://www.depdata.ct.gov/wildlife/sighting/bearsight.asp>

Town	Bear Sightings	Town	Bear Sightings	Town	Bear Sightings		
Andover	1	Greenwich	8	Portland	17	Mean	60
Ansonia	4	Griswold	1	Preston	1	Median	13
Avon	476	Groton	1	Prospect	3	Total	8935
Barkhamsted	148	Guilford	32	Putnam	1	% in Simsbury	6.68%
Beacon Falls	6	Haddam	8	Redding	115		
Berlin	50	Hamden	123	Ridgefield	17		
Bethany	30	Hampton	3	Rocky Hill	2		
Bethel	34	Hartford	14	Roxbury	73		
Bethlehem	53	Hartland	34	Salem	7		
Bloomfield	115	Harwinton	213	Salisbury	120		
Bozrah	13	Hebron	1	Scotland	1		
Branford	3	Kent	65	Seymour	23		
Bridgeport	1	Killingly	4	Sharon	62		
Bridgewater	63	Killingworth	24	Shelton	10		
Bristol	236	Lebanon	3	Sherman	74		
Brookfield	210	Ledyard	1	Simsbury	597		
Brooklyn	2	Litchfield	214	Somers	3		
Burlington	329	Lyme	9	South Windsor	12		
Canaan	21	Madison	56	Southbury	204		
Canterbury	2	Manchester	7	Southington	94		
Canton	224	Mansfield	1	Stafford	10		
Chaplin	1	Marlborough	8	Stamford	4		
Cheshire	49	Meriden	20	Suffield	57		
Chester	13	Middlebury	75	Thomaston	132		
Clinton	5	Middletown	8	Thompson	10		
Colchester	15	Monroe	53	Tolland	10		
Colebrook	20	Montville	9	Torrington	392		
Columbia	1	Morris	28	Trumbull	7		
Cornwall	62	Naugatuck	14	Union	4		
Coventry	3	New Britain	39	Vernon	2		
Cromwell	13	New Fairfield	69	Voluntown	1		
Danbury	87	New Hartford	201	Wallingford	11		
Derby	4	New Haven	5	Warren	34		
East Granby	80	New London	1	Washington	55		
East Haddam	8	New Milford	311	Waterbury	74		
East Hampton	6	Newington	8	Waterford	4		
East Hartford	11	Newtown	230	Watertown	104		
East Lyme	4	Norfolk	31	West Hartford	199		
East Windsor	2	North Canaan	11	Weston	2		
Eastford	1	North Haven	23	Westport	1		
Easton	21	North Stonington	1	Wethersfield	6		
Ellington	4	Norwalk	1	Wilton	3		
Enfield	2	Norwich	2	Winchester	204		
Essex	1	Old Saybrook	2	Windsor	134		
Fairfield	4	Orange	1	Windsor Locks	39		
Farmington	542	Oxford	90	Wolcott	81		
Glastonbury	19	Plainfield	1	Woodbridge	31		
Goshen	97	Plainville	51	Woodbury	142		
Granby	403	Plymouth	126	Woodstock	4		
		Pomfret	2				

Town by Town DEEP Bear Sightings January 10, 2018 through December 12, 2018





Bear Calls for Service by SPD calendar year 2018

Town of Simsbury

Geographic Information System (GIS)



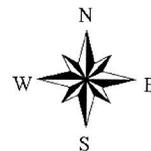
Date Printed: 10/18/2018



MAP DISCLAIMER - NOTICE OF LIABILITY

This map is for assessment purposes only. It is not for legal description or conveyances. All information is subject to verification by any user. The Town of Simsbury and its mapping contractors assume no legal responsibility for the information contained herein.

Approximate Scale: 1 inch = 1500 feet



- 41 Longview Drive
- 27 Simsbury Manor Drive
- 9 Redstone Drive
- 9 Lawton Drive



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Managing Bears and Garbage in Simsbury

Bears are considered to be one of the most intelligent land animals in North America, and over time they have learned to view residents' trash barrels as a food source. Bears have also become aware of when trash is collected in specific areas of Town. One of the best ways to minimize the chance of human-bear interaction is to keep unsecured garbage away from bears and to take measures to make it as unappealing as possible when barrels are curbside.

Tips for keeping bears away from your garbage:

- Do not put your trash barrel out at night; wait until the morning of trash collection to bring your barrel curbside
- When your barrel is not curbside, leave it secured inside a garage, shed, or out building
- Lock household doors and windows as unlocked or open doors and windows can allow bears to enter your home, garage, or shed
- Regularly wash your barrel with a strong disinfectant such as bleach or white vinegar; spray the inside of the barrel with ammonia between cleanings to discourage bears
- Fill a perforated bag, stockings, or thin trouser socks with moth balls and hang it inside the back of your trash barrel to discourage bears
- Freeze your food waste and put it into your trash barrel just before taking it to the curb
- Secure your trash barrel cover with bungee cords or a ratchet strap to help discourage bears; remove the bungee cord on your trash pick-up day

Additional tips for keeping bears away from your home:

- Do not add meat or sweets to your compost piles
- Do not leave pet food outside of your house
- Make sure outdoor grills are cleaned of residual food and are securely covered
- Remove birdfeeders from areas near your house

Simsbury Police Department Bear Awareness Brochure

CT Department of Energy & Environmental Protection Black Bear Information

Reported Call Type: Time Analysis

01/01/2018 00:00 Thru 12/31/2018 23:59

Call Description	Total # of Calls	Average # of Units	Average Time in Que Minutes	Average Travel Time Minutes	Average Response Time Minutes	Total Time All Units Hours	Average Time Per Call Minutes	Average Time Per Unit Minutes
911 Hangup Call	260	1.53	0.53	5.71	6.24	97.42	22.48	14.72
ADMIN. MEDICATION DROP BOX	37	1.65	0.27	0.80	1.07	9.33	15.14	9.18
Administrative	31	1.16	0.05	0.03	0.08	9.47	18.32	15.78
Aided Case	1570	3.58	0.12	3.59	3.71	4276.03	163.42	45.61
Alarm - Fire	232	1.27	0.60	5.97	6.58	91.75	23.73	18.72
Alarm - Intrusion	551	1.90	0.17	5.32	5.49	264.42	28.79	15.15
Alarm - Medical	100	3.43	0.16	5.07	5.23	160.70	96.42	28.11
Ambulance	375	1.88	0.09	9.65	9.74	942.60	150.82	80.34
ANCILLARY DUTIES	363	1.10	0.01	3.34	3.35	374.43	61.89	56.45
ANIMAL COMPLAINT - BEAR	576	1.22	0.93	6.43	7.36	224.95	23.43	19.28
ANIMAL COMPLAINT - DOG	313	1.22	1.49	6.64	8.13	149.82	28.72	23.59
ANIMAL COMPLAINT - OTHER	247	1.13	1.10	5.30	6.41	93.38	22.68	20.08
Arrest Warrant Served	53	2.26	2.81	3.37	6.18	118.68	134.36	59.34
Arrest Warrant Served - FTA	18	1.67	8.08	1.13	9.21	16.65	55.50	33.30
Assault	6	2.83	2.00	1.57	3.57	14.52	145.17	51.24
Assist Agency/Person	1490	1.60	1.17	4.42	5.59	1286.88	51.82	32.33
Background Investigation	14	1.07	0.86	6.73	7.59	4.37	18.71	17.47
Bad Checks	4	1.25	1.88	5.20	7.08	2.67	40.00	32.00
Burglary	18	3.17	2.47	1.43	3.91	64.58	215.28	67.98
CHILD CARSEAT INSPECTION	94	1.05	1.86	3.83	5.69	42.82	27.33	25.95
CIVIL COMPLAINT	4	1.00	6.00	9.75	15.75	3.18	47.75	47.75
COPS	1457	1.08	0.00	0.35	0.35	701.40	28.88	26.75
COPS / BICYCLE PATROL	100	1.16	0.02	0.10	0.11	66.10	39.66	34.19
Criminal Mischief	42	1.21	3.50	8.42	11.92	24.27	34.67	28.55
Death Investigation	2	5.50	1.50	0.00	1.50	11.27	338.00	61.45
DISORDERLY CONDUCT	23	3.22	0.89	1.41	2.31	49.37	128.78	40.03
DISPATCH RELIEF	367	1.03	0.04	11.46	11.49	380.60	62.22	60.57
Dispatcher Entry	7	1.00	51.57	0.00	51.57	1.07	9.14	9.14
DRUG NON-CRIMINAL	2	4.00	4.00	0.00	4.00	4.12	123.50	30.88
Drug/Narcotic Violation	6	1.83	1.42	2.89	4.31	7.90	79.00	43.09



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

February 22, 2019

To: Residents of Riverside Road

**Subject: Project Update
Riverside Road – Drake Hill Road Bridge Improvements**

Dear Residents:

This letter will serve to update you on planned improvements to Riverside Road in the vicinity of the Drake Hill Road Bridge and also improvements planned for the Drake Hill Road Bridge. As you may be aware, state funding for this project was awarded to the Town of Simsbury in 2012, and the funding agreement with the State was executed in August of 2014. The scope of the project included improvement to sidewalks and street surfaces on Riverside Road, the Drake Hill Road Bridge, and Hopmeadow Street. Work included on Hopmeadow Street was eliminated from the project because of the limited funds that were available through the grant.

Riverside Road improvements, as originally proposed in the grant request, included adjustments to the roadway profile and minor drainage adjustments to reduce the frequency of flooding of this section of Riverside Road. Although this seemed like a reasonable and sensible approach to reducing flooding in the area, the regulatory approvals required for such a modification proved to be very difficult to obtain.

The Engineering Department engaged a consultant to work to obtain these regulatory approvals and spent significant time and effort to accomplish this roadway adjustment. Riverside Road is located in a highly regulated area under the Federal Flood Insurance Program and any filling in this area requires a zero net increase in the 100-year flood elevation to obtain the required approvals. Any filling of the floodway also requires the creation of an equal volume of compensatory storage in this area. These requirements also triggered other environmental reviews along with that would have been required additional expenditures with no guarantee of success in obtaining these approvals.

In consideration of these uncertainties in obtaining approval, a decision was made to move forward with the resurfacing of Riverside Road at its current profile which is allowed under current regulatory requirements. The Drake Hill Road Bridge work will include removal and replacement of the bituminous concrete wearing surface, waterproof membrane replacement, expansion joint replacement and concrete bridge deck repairs. The bridge work will be completed in phases to maintain alternating one-way traffic on the bridge during the daytime hours and two-way traffic will be maintained nights and weekends. The project is scheduled to be advertised for bid in March of this year with construction anticipated in June of this year. Construction is scheduled to be completed in the fall of 2019.

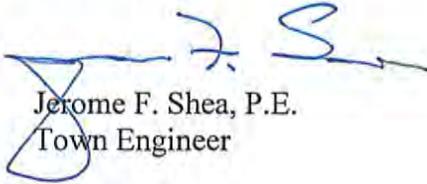
Telephone (860) 658-3260
Facsimile (860) 658-3205

jshea@simsbury-ct.gov
www.simsbury-ct.gov

An Equal Opportunity Employer
8:30 - 7:00 Monday
8:30 - 4:30 Tuesday through Thursday
8:30 - 1:00 Friday

I am available to answer any questions you may have on the project. Please feel free to contact me at 860-658-3260 if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Shea', with a large, stylized initial 'S' on the right side. The signature is written over a faint, circular stamp or watermark.

Jerome F. Shea, P.E.
Town Engineer

Enclosures

cc: Maria E. Capriola, Town Manager
Thomas Roy, P.E., Director of Public Works