



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 – June 11, 2018 – 6:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

FIRST SELECTMAN'S REPORT

TOWN MANAGER'S REPORT

SELECTMEN ACTION

- a) Tax Refund Requests
- b) Proposed Stormwater Connection Ordinance
- c) Proposed Streetlight Policy
- d) Proposed Fee Schedule for Public Works Staff & Trucks at Community Events
- e) Acting Town Manager Coverage
- f) Job Description – Land Use and Building Clerk (part-time)
- g) Simsbury Performing Arts Center, Inc. 2017 & 2016 Audit
- h) Proposed Simsbury Performing Arts Center, Inc. Mission Statement



APPOINTMENTS AND RESIGNATIONS

- a) Proposed Simsbury Meadows Performing Arts Center Board Appointments
- b) Resignation of Dante Valentino as a Member of the Juvenile Review Board
- c) Proposed Appointment of Andrea Ericksen as a Member to the Juvenile Review Board
- d) Proposed Appointment of Grant Gritzmacher (D) as an Alternate Member of the Conservation Commission/Inland Wetlands Agency

- e) Resignation of Woodrow Eddins (D) as a Regular Member of the Housing Authority and Community for Care

REVIEW OF MINUTES

- a) Regular Meeting of May 30, 2018

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

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

COMMUNICATIONS

- a) Memo from K. Formanek re: Age Friendly Community Designation, dated May 29, 2018
- b) Multiple correspondence regarding the Southwell and Belden Trusts, dated May 29, 2018 and June 6, 2018
- c) Bloomfield Tariffville Trail Letter, Preliminary Notification to Abutters, dated June 5, 2018
- d) Clean Harbors Contact Extension, dated June 6, 2018
- e) Simsbury Selected as One of the Safest Municipalities in Connecticut Press Release, dated June 6, 2018
- f) Letter from CT Natural Gas Corporation to Increase its Rates and Charges, dated May 30, 2018

ADJOURN TO EXECUTIVE SESSION

- a) Pursuant to CGS §1-200(6)(B) concerning Pending Claims and Litigation – Deepwater Wind Appeal, Petition 1313
- b) Pursuant to CGS §1-200(6)(B) concerning Pending Claims and Litigation – T. Martin v. Town of Simsbury, et al update

ADJOURN FROM EXECUTIVE SESSION

Possible action

ADJOURN



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:** June 11, 2018
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 June 11, 2018 to approve the presented tax refunds in the amount of \$691.40, 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, 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 \$691.40. The attachment dated June 11, 2018 has a detailed listing of all requested tax refunds.
7. **Description of Documents Included with Submission:**
 - a) Requested Tax Refunds, dated June 11, 2019



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Stormwater Connection Ordinance
2. **Date of Board Meeting:** June 11, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Jerome F. Shea, Town Engineer; Thomas J. Roy,
Director of Public Works *Maria E. Capriola*

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

If the Board of Selectmen supports adopting the proposed Stormwater Connection Ordinance as presented and dated June 6, 2018, the following motion is in order:

Move, effective June 11, 2018, to adopt the proposed Stormwater Connection Ordinance as presented, which shall be effective 21 days after publication in a newspaper having circulation within the Town of Simsbury. Further move to authorize a summary of the adopted ordinance be published.

5. **Summary of Submission:**

The purpose of the Stormwater Connection Ordinance is to establish legal authority for compliance with the new MS4 Stormwater General Permit. This ordinance is required to be adopted by July 1, 2018 in accordance with the DEEP MS4 General Permit. The new MS4 Stormwater General Permit requires regulated institutions and municipalities to establish an enforceable legal authority to:

- Prohibit illicit discharges to its storm sewer system such as the dumping/disposal of materials in the MS4
- Investigate suspected illicit discharges
- Control discharge of spills
- Remove/eliminate illicit discharges, including from those properties not owned/operated by permittee and discharge in the MS4, as soon as possible upon detection
- Implement appropriate enforcement procedures and actions

To address the concern raised at the last Board of Selectmen meeting, please note that the draft ordinance provided this evening has one proposed revision to Section 10(a), Monitoring of Discharges, as follows:

"Upon a finding by an authorized enforcement official that probable cause exists that a violation of this ordinance has occurred, the town Department of Public Works shall be permitted to enter and inspect facilities subject to regulation under this ordinance as often as may be necessary to determine compliance with this ordinance. If a discharger has security measures in force which require proper identification and clearance before entry into its premises,

the discharger shall make the necessary arrangements to allow access to representatives of the authorized enforcement agency.”

The Town Attorney reviewed the revised language to Section 10(a) and determined that the change is not substantive to warrant a second public hearing on the ordinance. The required public hearing was held on May 30, 2018.

The Board of Selectmen can do one of two things this evening: 1) approve adoption of the Stormwater Connection Ordinance as presented, or with modifications that are not substantive in nature, or 2) table adoption of the proposed ordinance until your June 25th meeting if additional time is needed to consider the matter.

Once the ordinance is passed, it must be filed with the Town Clerk and posted in its entirety or in summary form within 10 days after final passage. The Board of Selectmen would have to approve use of a summary. The ordinance would become effective on the twenty-first day after final publication. General Code will assign the Chapter number to this new ordinance.

6. Financial Impact:

The implementation of the illicit discharge detection program will have financial impacts to the town through increased dry weather testing requirements of outfalls and staff time to investigate illicit discharges detected. Following implementation of the ordinance, and based on experience, staff will be able to estimate the costs of implementing the required ordinance and present those costs as part of the FY 19/20 budgeting process.

Extraordinary costs associated with the investigation and testing to detected illicit discharges may be recouped by the Town under the ordinance. Abatement costs may also be collected from the owner of the property responsible for the illicit discharge.

7. Description of Documents Included with Submission:

- a) Draft Stormwater Connection Ordinance, dated June 6, 2018
- b) Sample Authorized Enforcement Agent Designation Letter

**REVISED DRAFT
TOWN OF SIMSBURY
STORMWATER CONNECTION ORDINANCE
June 6, 2018**

SECTION 1. PURPOSE AND INTENT.

The purpose of this ordinance is to provide for the health, safety, and general welfare of the citizens of the Town of Simsbury through the regulation of non-storm water discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This ordinance establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this ordinance are:

- (1) To prohibit and eliminate illicit connections and discharges to the municipal separate storm sewer system
- (2) To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this ordinance

SECTION 2. DEFINITIONS.

For the purposes of this ordinance, the following shall mean:

Authorized Enforcement Agency: employees or designees of the town as designated by the Town Manager to enforce this ordinance.

Best Management Practices (BMPs): schedules of activities, practices (and prohibitions of practices), structures, vegetation, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants to waters of the state consistent with state, federal or other equivalent and technically supported guidance. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from material storage.

Clean Water Act. The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

Construction Activity. Any activity associated with construction at a site including, but not limited to, clearing and grubbing, grading, excavation, and dewatering.

Hazardous Materials. Any material, including any substance, waste, or combination

thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illegal Discharge. Any direct or indirect non-storm water discharge to the storm drain system, except as exempted in Section 7 of this ordinance.

Illicit Connections. An illicit connection is defined as either of the following: Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency or, any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

Industrial Activity. Activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b)(14).

National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit. means a permit issued by EPA (or by a State under authority delegated pursuant to 33 USC § 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-Stormwater Discharge. Any discharge to the storm drain system that is not composed entirely of storm water.

Person. Any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

Pollutant. Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Premises. Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Storm Drainage System. Publicly-owned facilities by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

Stormwater. Waters consisting of rainfall runoff, including snow or ice melt, during a rain event.

Stormwater Pollution Prevention Plan. A document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to Stormwater, Stormwater Conveyance Systems, and/or Receiving Waters to the Maximum Extent Practicable.

Wastewater. Any water or other liquid, other than uncontaminated storm water, discharged from a facility.

SECTION 3. APPLICABILITY.

This ordinance shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by an authorized enforcement agency.

SECTION 4. RESPONSIBILITY FOR ADMINISTRATION.

The Town Manager shall administer, implement and enforce the provisions of this ordinance. Any powers granted or duties imposed upon an authorized enforcement agency may be delegated in writing by the Town Manager to persons or entities acting in the beneficial interest of or in the employ of the town.

SECTION 5. SEVERABILITY.

The provisions of this ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

SECTION 6. ULTIMATE RESPONSIBILITY.

The standards set forth herein and promulgated pursuant to this ordinance are minimum standards; therefore this ordinance does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

SECTION 7. DISCHARGE PROHIBITIONS.

Prohibition of Illegal Discharges.

No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water.

The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

(a) The following discharges are exempt from discharge prohibitions established by this ordinance: uncontaminated ground water discharges including, but not limited to, pumped ground water, foundation drains, water from crawl space pumps and footing drains; irrigation water including, but not limited to, landscape irrigation and lawn watering runoff; residual street wash water associated with sweeping; discharges or flows from firefighting activities (except training); and naturally occurring discharges such as rising ground waters, uncontaminated ground water infiltration (as defined at 40 CFR 35.2005(20)), springs, diverted stream flows and flows from riparian habitats and wetlands.

(b) Any non-stormwater discharge to the MS4 authorized by a permit issued pursuant to Section 22a-430 or 22a-430b of the Connecticut General Statutes is also authorized under this ordinance.

Prohibition of Illicit Connections.

(a) The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.

(b) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(c) A person is considered to be in violation of this ordinance if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

SECTION 8. SUSPENSION OF MS4 ACCESS.

(a) Suspension due to Illicit Discharges in Emergency Situations

The authorized enforcement agency may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the

health or welfare of persons, or to the MS4 or Waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the MS4 or Waters of the United States, or to minimize danger to persons.

(b) Suspension due to the Detection of Illicit Discharge

Any person discharging to the MS4 in violation of this ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The authorized enforcement agency will notify a violator of the proposed termination of its MS4 access. The violator may petition the authorized enforcement agency for a reconsideration and hearing.

A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the authorized enforcement agency.

SECTION 9. INDUSTRIAL OR CONSTRUCTION ACTIVITY DISCHARGES.

Any person subject to an industrial or construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the authorized enforcement agency prior to the allowing of discharges to the MS4.

SECTION 10. MONITORING OF DISCHARGES.

A. Applicability.

This section applies to all facilities that have storm water discharges associated with industrial activity, including construction activity.

B. Access to Facilities.

(a) Upon a finding by an authorized enforcement official that probable cause exists that a violation of this ordinance has occurred, the ~~town Department of Public Works~~ shall be permitted to enter and inspect facilities subject to regulation under this ordinance as often as may be necessary to determine compliance with this ordinance. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the authorized enforcement agency.

(b) Facility operators shall allow the authorized enforcement agency ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge storm water, and the performance of any additional duties as defined by state and federal law.

(c) The authorized enforcement agency shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the authorized enforcement agency to conduct monitoring and/or sampling of the facility's storm water discharge.

(d) The authorized enforcement agency has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.

(e) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the authorized enforcement agency and shall not be replaced. The costs of clearing such access shall be borne by the operator.

(f) Unreasonable delays in allowing the authorized enforcement agency access to a permitted facility is a violation of a storm water discharge permit and of this ordinance. A person who is the operator of a facility with a NPDES permit to discharge storm water associated with industrial activity commits an offense if the person denies the authorized enforcement agency reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this ordinance.

(g) If the authorized enforcement agency has been refused access to any part of the premises from which stormwater is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this ordinance or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the authorized enforcement agency may seek issuance of a search warrant from any court of competent jurisdiction.

SECTION 11. REQUIREMENT TO PREVENT, CONTROL, AND REDUCE STORM WATER POLLUTANTS BY THE USE OF BEST MANAGEMENT PRACTICES.

The authorized enforcement agency will adopt requirements identifying Best Management Practices for any activity, operation, or facility which may cause or contribute to pollution or contamination of storm water, the storm drain system, or waters of the U.S. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Further, any person responsible for a property or premise, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the

municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a stormwater pollution prevention plan (SWPP) as necessary for compliance with requirements of the NPDES permit.

SECTION 12. WATERCOURSE PROTECTION.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

SECTION 13. NOTIFICATION OF SPILLS.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, or water of the U.S. said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the authorized enforcement agency in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the authorized enforcement agency within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

SECTION 14. ENFORCEMENT.

A. Notice of Violation.

Whenever the designated enforcement officer finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the authorized enforcement agency may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

- (1) The performance of monitoring, analyses, and reporting;

- (2) The elimination of illicit connections or discharges;
- (3) That violating discharges, practices, or operations shall cease and desist;
- (4) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property; and
- (5) Payment of a fine or penalty to recoup costs incurred by the Department of Public Works;
- (6) Suspension of any discharge to the MS4 system consistent with Section 8 of this ordinance; and
- (7) The implementation of source control or treatment BMPs.

If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Where elimination is not possible within 60 days of source confirmation, a schedule for its elimination will be set for no more than 180 days.

Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.

SECTION 15. APPEAL OF NOTICE OF VIOLATION.

Any person receiving a Notice of Violation may appeal the determination of the authorized enforcement agency. The notice of appeal must be received in writing and filed with the Town Clerk's Office within ten (10) business days from the date of the Notice of Violation. Hearing on the appeal before the Hearing Officer shall take place within thirty (30) business days from the date of receipt of the notice of appeal. The decision of the Hearing Officer shall be final.

SECTION 16. ENFORCEMENT MEASURES AFTER APPEAL.

If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within thirty (30) business days of the decision of the municipal authority upholding the decision of the authorized enforcement agency, then representatives of the authorized enforcement agency shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

SECTION 17. COST OF ABATEMENT OF THE VIOLATION.

Within ten (10) business days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within ten (10) business days. If the amount due is not paid within a timely manner as determined by the decision of the municipal authority or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

Any person violating any of the provisions of this article shall become liable to the Town of Simsbury by reason of such violation. The liability shall be paid in not more than 12 equal payments. Interest at the rate of one and one half percent (1 ½%) percent per month shall be assessed on the balance beginning on the first day following discovery of the violation.

SECTION 18. INJUNCTIVE RELIEF.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Ordinance. If a person has violated or continues to violate the provisions of this ordinance, the authorized enforcement agency may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

SECTION 19. COMPENSATORY ACTION.

In lieu of enforcement proceedings, penalties, and remedies authorized by this Ordinance, the authorized enforcement agency may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc.

SECTION 20. VIOLATIONS DEEMED A PUBLIC NUISANCE.

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Ordinance is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

SECTION 21. PENALTIES.

Any person that has violated or continues to violate this ordinance shall be liable to prosecution to the fullest extent of the law, and shall be subject to a penalty of \$100 dollars per

violation per day and subject to penalties through the civil and criminal courts.

The authorized enforcement agency may recover all attorney's fees court costs and other expenses associated with enforcement of this ordinance, including sampling and monitoring expenses.

SECTION 22. REMEDIES NOT EXCLUSIVE.

The remedies listed in this ordinance are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the authorized enforcement agency to seek cumulative remedies.

SECTION 23. EFFECTIVE DATE.

This ordinance shall be in full force and effect 21 days after its final passage and adoption. All prior ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Effective Date: _____, 2018.

Public Hearing: _____
Adoption by Board of Selectmen: _____
Publication Date: _____
Filed with the Town Clerk: _____
Town Clerk Attest: _____



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

Sent via E-Mail

July XX, 2018

[Name]

[Position Title]

Re: Designation as Authorized Enforcement Agent - Stormwater Connection Ordinance

Dear [Name],

This letter is to designate you as an Authorized Enforcement Agent of the Town of Simsbury's Stormwater Connection Ordinance in accordance with Chapter XXX of the Code of the Town of Simsbury. Chapter XXX, Section 2 indicates that this designation is to be given by the Town Manager. As an Authorized Enforcement Agent, you are granted the authority to enforce the ordinance, including the ability to issue written notices of violation in accordance with Section 14.

Thank you for serving in this capacity.

Regards,

Maria E. Capriola
Town Manager



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Town Street Light Policy
2. **Date of Board Meeting:** June 11, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Thomas J. Roy, P.E., Director of Public Works
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectman supports adopting the proposed Street Light Policy as it relates to maintenance and replacement of street lights, the following motion is in order:

Move, effective June 11, 2018 to approve the Town of Simsbury Street Light Policy as presented.

5. **Summary of Submission:**
The Town of Simsbury acquired 652 street lights from Eversource in November of 2016 as part of a project headed by the Department of Public Works. The project capitalized on the advancing technologies and utility incentives associated with energy efficient lighting to dramatically reduce energy consumption and cost. Converting to LED has provided the Town with a number of benefits, including: provided longer predictable lifecycle; improved lighting quality; reducing light trespass; and providing the ability for future upgrades to this infrastructure.

The conversion of the 652 lights was conducted over the course of 3 months and thanks to our vendor Turri Masterson, Inc. we received no complaints from residents during this installation.

Through this process, the Town has taken on the responsibility for the operation and maintenance of the street lights. As such, this Street Light Policy will outline the procedures to be used by the Department regarding the operation, maintenance and replacement of the Town owned street lights. Taking over the maintenance of our street lights will allow the Town to better manage our service to residents when there is a street light outage.

6. **Financial Impact:**
The acquisition and conversion of our street lights has resulted in substantial cost savings. In FY 16 the Town spent \$131,283 on electricity for street lights. Now that we own these lights and have re-lamped with LED our annual electricity and maintenance cost has dropped to less than \$25,000 per year. With these changes our energy use has been also been reduced by nearly 60%.

In a memo to the Board of Selectmen dated July 7, 2016 regarding the Town purchase of street lights, Director of Public Works Tom Roy noted that approximately \$15,000 per year should be budgeted for future replacement costs. This expense has not yet been budgeted, but the Town Manager will address it within the context of preparing the FY 19/20 budget. In addition to replacement costs, the Town may occasionally incur costs associated with installing new street lights. A recent estimate (April 2018) for the installation of a completely new street light (meaning an addition to our existing street light inventory) was approximately \$21,415. Approximately \$72,300 in rebate money from the conversion project has been set aside to offset costs associated with the Town now owning street lights.

7. Description of documents included with submission:

- a) Proposed Town of Simsbury Street Light Policy



Town of Simsbury

STREET LIGHT POLICY

1. PURPOSE

The purpose of the Street Light Policy is to provide guidelines for when, where and how street lights are to be installed and maintained within the Town of Simsbury. The primary purpose for street lighting is to provide illumination on streets and pedestrian crossings to improve visibility and safety of roads and walkways.

This policy outlines Simsbury's procedures on how the Town manages its street light inventory to provide consistency in our operations. The Town may consider the addition, removal, or relocation of a street light in accordance with the conditions specified in this policy.

2. HISTORY

Street lights in Simsbury were historically installed by Eversource or private developers as part of new subdivisions. Lights had been installed along state roadways and at the intersection of two Town owned roadways. Decorative lighting had been installed along Iron Horse Boulevard and in our commercial corridors as part of streetscape projects. These lights had been owned and maintained by Eversource and the Town paid Eversource for the ownership and maintenance through fees on the electricity used by these lights.

In November of 2016 as part of a project headed by the Department of Public Works, the Town purchased all of the street lighting in Simsbury, 652 lights and 127 poles from Eversource. The project capitalized on the advancing technologies and utility incentives associated with energy efficient lighting to dramatically reduce energy consumption and cost. Through this process, the Department of Public Works has taken on the responsibility for the operations and maintenance of the street lights for the Town.

3. INVENTORY

The locations, pole numbers, and specifications of the Town's street lights are to be stored into a Street Light Database. This database is operated and maintained by the Department of Public Works and contains the pole number, fixture type, wattage, age, arm length, warranty and other pertinent information. The Town does not own or manage street lighting inside of private developments.

4. STREET LIGHTING FIXTURE TYPES

All street lighting fixture specifications shall be determined by the Department of Public Works. New street light technologies may be reviewed and considered in relation to this policy's provisions and its benefit to the Town of Simsbury. Specifically consideration will be given to life cycle cost analysis, safety, aesthetics, health and environmental factors*, and warranty.

**The American Medical Association has issued a policy statement and guidelines on the possible negative health effects of some LED street lights, including the disruption of circadian rhythms and excessive blue light wavelengths creating pupillary constriction.*

5. MAINTENANCE & REPAIR TO STREET LIGHTS

Street lights shall be maintained and repaired as soon as reasonably possible to ensure public safety. A Street Light Maintenance Contractor shall be contracted on an annual basis by the Department of Public Works to ensure all street lights owned and maintained by the Town of Simsbury are repaired in a reasonable timeframe.

All requests for street light maintenance are to be sent to the Department of Public Works. The Simsbury Police Department regularly inspects and reports broken lights to the Department of Public Works. The goal is to repair lights within one (1) week of receipt of a reported outage. In the event the electrical supply to the fixture is interrupted, the Department of Public Works will contact Eversource, and additional time will be required.

6. PUBLIC REQUESTS FOR THE ADDITION, REMOVAL AND RELOACTION OF STREET LIGHTS

Consideration for the installation of a new street light on public roads or the removal of existing lights will be conducted following a written request from a Town resident or business owner.

- i. All written requests shall be addressed to:

Department of Public Works
933 Hopmeadow Street
Simsbury, CT 06070

- ii. Requestor's name, address, telephone number, and reason for requesting the street light must be included in the request.
- iii. A description of the area in which the street light is requested must be included. The description shall provide the street name, nearby residences addresses, adjacent pole numbers and other pertinent information.

7. STREET LIGHT EVALUATION

Limited budgets create the need to establish a prioritization system for the removal, relocation, and installation of new street lighting. A Street Light Evaluation will be will be conducted by the Department of Public Works upon receipt of all properly completed written requests. The main criteria for evaluating the

removal, relocation, and addition of street lights will be based on public safety. To determine if an area should have a street light, the Department of Public Works will consider the following:

- i. Night time business and/or pedestrian activity
- ii. Traffic volume
- iii. Accident history in the area
- iv. Municipal engineering standards
- v. Existing poles
- vi. Potential light pollution and negative impacts to nearby residents
- vii. Compliance with all Town Zoning regulations
- viii. Consultation with Police for any other safety factors
- ix. Installation Cost

If following the evaluation of the request the Department of Public Works feels there is adequate evidence supporting the request for the removal, relocation, or the addition of a new street light the report will be presented to the Town Manager for approval or denial of the request. Funding for this work may be taken from the annual street light maintenance fund if funds are available. If funding is not available, a request will be made as part of the annual budget process.

8. STREET LIGHT INFORMATION

For more information regarding the Town's of Simsbury's street lights, or to report a street light outage, please contact the Simsbury Department of Public Works at (860) 658 – 3222.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Fee Schedule for Public Works Staff & Trucks at Community Events
2. **Date of Board Meeting:** June 11, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Thomas J. Roy, P.E., Director of Public Works
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports establishing a fee for use of Public Works staff and trucks during community events, the following motion is in order:

Move, retroactive to June 3, 2018 to approve the proposed fee schedule for the use of Public Works staff and trucks at community events.

5. **Summary of Submission:**
Recent national and international events where terrorists have used vehicles as weapons against large crowds have created the need for barricade vehicles at community events in Simsbury. Public Works has the ability to assist our police force using our fleet of plow trucks. For large events where the Police feel there is a need for barricade vehicles, the Police will determine the appropriate number and locations for our trucks. Public Works employees will staff the vehicles and coordinate relocating during the event as required by the Police on scene. All trucks on site will be equipped with plows and filled with sand as ballast to maximize their size and weight.

Staff is recommending that a fee be established for community events utilizing Public Works staff and trucks as barricade vehicles. All fees will begin when Public Works trucks leave the DPW campus. The fee schedule presented reflects the fee for one (1) truck and one (1) staff member. These fees are intended to cover the overtime cost of the personnel assigned to the vehicle. As any number of staff members could be assigned this work, the fee was set to cover the cost of our more senior staff. The fees do not cover the cost for the equipment. Town sponsored events would be excluded from the fee schedule.

If approved, staff is recommending retroactivity to June 3, 2018 to include the Iron Horse Half Marathon that was held on that date. Race organizers were informed early in the public gathering permit process that trucks would be required for the safety of the event and organizers agreed to payment of the appropriate fees should they be adopted by the Board of Selectmen.

6. Financial Impact:

For FY18/19 costs associated with providing barricade vehicles for community events was not anticipated nor included in our budget calculations and will need to be absorbed by the Department. However, if the fee schedule is adopted, there will be new incoming revenue to the Town to offset the overtime expenditures related to providing this service.

For Town sponsored events, such as the Memorial Day Parade, they would be exempt from the fee and the cost of associated overtime will come out of the Department of Public Works operating budget.

7. Description of Documents Included with Submission:

- a) Memo from K. Clemens, re: Public Works Trucks and Staff for Community Events, dated May 1, 2018
- b) Proposed Fee Schedule for Public Works Staff and Trucks at Community Events



Town of Simsbury

66 TOWN FOREST ROAD, P.O. BOX 495, SIMSBURY, CONNECTICUT 06070

~ Department of Public Works ~

Memorandum: Public Works Trucks and Staff for Community Events

To: Henry Lacharite

CC: Tom Roy, Matt Accornero

From: Kevin Clemens

Date: May 1, 2018

Recent national and international events where terrorist have used vehicles as weapons against large crowds has created the need for barricade vehicles at community events here in Simsbury. Public Works has the ability to assist our police force in improving the safety at these events using our fleet of plow trucks. This work would be new to the Department and provides us the opportunity to enhance the image of our Department and the work we do for the Town. Our expectations for this work would be as follows:

Staffing: Highway Department staff will be offered overtime for the purpose of blocking off motor vehicle traffic at scheduled events:

- Overtime will be paid at the rate per Article XIII of the AFSCME agreement
- Overtime will be voluntary by rotation on a seniority basis
- In the event Highway Department can't fill the desired staffing, qualified non-Highway Department personnel will be offered the overtime.
- If no qualified Town staff volunteers for the overtime, Highway Department staff will be assigned to the duty in accordance with the provisions of our contract
- Staff may be asked to shuttle trucks to the event, so one employee may be responsible for more than one vehicle

Image: The highest standard of professionalism is expected:

- When practical employee should be standing at the front of the truck ensuring no one walks into the plow (nighttime which may have poor lighting)
- Employees should be presentable, friendly and approachable
- Children should not be allowed to climb on the truck – residents and children should be encouraged to look at the truck and the employees should be ready to explain the work that is done by the Department
- Neat and clean Town only supplied apparel will be worn at all times
- Awareness to surroundings at all times (not cell phone viewing texts etc.)
- Smoking will be limited to one break every 4 hours
- Employees that fail to meet the image requirements, we be prohibited from these duties in the future.

I believe this is a great opportunity for our staff and the Department and I look forward to working collaboratively with you as we incorporate these new activities into our Department.



Town of Simsbury

66 Town Forest Road, Simsbury, Connecticut 06070

~ Thomas J. Roy, P.E. – Director of Public Works ~

Proposed Fee Schedule **Public Works Staff & Trucks at Community Events**

All fees will begin when Public Works Trucks leave the DPW Campus. The fee schedule below is for one (1) Truck and one (1) staff member. Each Truck will be filled with sand and operated by a single staff member. The number and positioning of the Trucks shall be determined by the Simsbury Police Department.

Town sponsored events are excluded from this fee schedule.

First Four (4) Hours*	\$250
Each Additional Hour:	
Regular Hours	\$50/hour
Federal Holidays & Sunday's	\$75/hour

A check payable to the Town of Simsbury is required.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Acting Town Manager Coverage

2. **Date of Board Meeting:** June 11, 2018

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

Maria E. Capriola, Town Manager

Maria E. Capriola

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

The Town Manager and Personnel Sub-Committee are seeking consensus from the Board of Selectmen that they are comfortable with the recommended approach to Acting Town Manager coverage.

5. **Summary of Submission:**

Chapter 5, Section 503C of the Charter provides for the Town Manager to appoint an Acting Town Manager for periods of temporary absence of fifteen (15) or fewer days, consistent with policies established by the Board of Selectmen. The Charter language specifically reads:

In case of disability or temporary absence of the Town Manager or vacancy in the office of the Town Manager, the Board of Selectmen may designate an acting Town Manager, except the Town Manager may designate an acting Town Manager for temporary absences not to exceed fifteen (15) days consistent with policies established by the Board of Selectmen.

I will from time to time be absent from town, or the state for short durations. Examples may include vacation, travel for conferences, or personal or family obligations. When I will either be of great distance from town, or in a location with poor cell phone service for fifteen or fewer days, my plan would be to designate an Acting Town Manager. I would normally appoint Melissa Appleby, our Deputy Town Manager as Acting Town Manager. However, there will be occasional instances in which both the Deputy Town Manager and I are out of town at the same time for professional travel, or travel due to family commitments. For instances in which both the Deputy Town Manager and I are unavailable, I would plan to appoint Tom Roy, our Public Works Director as Acting Town Manager. Based on Tom's knowledge of the community, his tenure with the town, and his depth and breadth of experience I would be most comfortable with Tom serving as back-up to Melissa and me.

In the past when I would designate an Acting Town Manager I would send an email notification to the Council and other key stakeholders with pertinent information regarding the acting coverage such as dates of absence and contact information for the person covering. For Simsbury I would propose notifying the Board of Selectmen, the leadership team, our Superintendent of Schools, School Business Manager, Fire

Marshal/Emergency Management Director, Fire Chief, and Executive Director of the Farmington Valley Health District. A sample of the email correspondence is as follows:

To: Deputy Town Manager
Cc: BOS, Leadership Team, Superintendent, School Business Manager, Fire Marshal/Emergency Management Director, Fire Chief, Executive Director Farmington Valley Health District
Re: Acting Town Manager Appointment

Melissa,
Pursuant to Chapter 5, Section 503C of the Charter, I am appointing you as Acting Town Manager from 6pm, Friday, June 1st through 8pm, Sunday June 8th while I am on vacation in Canada. Melissa can be reached at 860-XXX-XXXX.

I may have limited cell availability while in Canada, but can be reached at 912-XXX-XXXX, or via a land line at XXX-XXX-XXXX.

Regards, Maria

The Personnel Sub-Committee reviewed and endorsed this approach at their meeting on May 31, 2018. The Personnel Sub-Committee also discussed the need to have a recommended approach for Acting Town Manager coverage for absences of the Manager greater than 15 days, or in the event of unanticipated disability. The Committee and Manager were in agreement that Deputy Town Manager Melissa Appleby should be appointed Acting Town Manager in those instances, or in the event that she is unavailable, the Director of Public Works, Tom Roy.

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:** Job Description – Land Use and Building Clerk (part-time)
2. **Date of Board Meeting:** June 11, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Chris Kelly, Deputy First Selectman
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**

If the Board of Selectmen supports the recommendations of the Town Manager and Personnel Sub-Committee to revise the job description and job title for the part-time clerk position in the Planning and Community Development Department, the following motion is in order:

Move, effective June 11, 2018 to approve the proposed modifications to the job description for the part-time clerical position in the Planning and Community Development Department as presented and for the job title for the position to be changed to Land Use and Building Clerk.

5. **Summary of Submission:**
Attached please find proposed changes to the existing job description and job title for the part-time clerical position in the Planning and Community Development Department. The position is currently vacant due to a staff member taking a promotion within the organization. Prior to filling the position, the Town Manager would like to update the job description to more clearly specify that the position supports the Planning and Community Development Department as a whole, not just the Building division. I think this clarification will help support improvements to office coverage and customer service for the department as a whole. The proposed changes do not reflect a change in scope, and no change in compensation is recommended for the position. Additionally, the Town Manager proposed changing the job title of the position to Land Use and Building Clerk. The draft revisions have been reviewed with the union that represents this position.

Chapter 9, Section 902 of the Charter requires that the Town Manager prepare and submit proposed changes to job descriptions to the Board of Selectmen for review and approval. Excerpted Charter language reads:

"...the Town Manager shall cause to have prepared a statement of the duties and responsibilities of each position in the Town service and of the minimum qualifications for appointment to such position. The statement so prepared shall become effective upon the approval by resolution of the Board of Selectmen and

may be amended, upon recommendation of the Town Manager, by resolution of the Board.”

The Personnel Sub-Committee reviewed and endorsed the proposed revisions at their meeting on May 31, 2018.

6. Financial Impact:

None

7. Description of Documents Included with Submission:

a) Proposed Revised Job Description – Land Use and Building Clerk (part-time)



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Title: Land Use and Building Clerk (Part-Time)

Grade: T-4

Department: Planning and Development (All Divisions) ~~Building~~

Position Definition:

Performs a variety of general and specialized clerical work of some complexity, related to the processing and issuance of building and ~~landfill~~ land use permits. Enters and retrieves information through a computer. Provides information to the public requiring a knowledge of department programs and procedures.

General Duties:

Receives oral or written instructions from the Director of Planning and Community Development, departmental division head, or assigned supervisor. Plans work according to established office or standard procedures. Reviews applications for building permits and land use applications for completeness. Logs and files materials such as permits, applications, certificates of occupancy, correspondence, plans and specifications in established filing system. Enters and retrieves information through a computer. Processes and prints land use, building and mechanical permits. Researches and/or collects file information for review by the public. Provides information to public regarding Department procedures. Schedules inspections. ~~Issues landfill tickets and~~ Assists with issuing permits. Receives and records fees. Reconciles cash with daily log. Assists in gathering and organizing information for reports. Types letters, forms, zoning violation notices, and reports for review and signature by Supervisor. Assists with purchasing and maintaining office supplies. Reports work accomplished to the Director of Planning and Community Development, departmental division head, or assigned supervisor.

Additional Duties:

Performs general receptionist and customer service duties. Operates office equipment including computer, cash register, copier. Temporarily relieves other office staff as need requires.

Qualifications profile:

The skills and knowledge required would generally be acquired with a high school education and two years of experience in general office work. Experience with land use, permitting, or paralegal work is desirable. Knowledge of basic office procedures, including filing, scheduling, posting and recordkeeping. Ability to deal cooperatively with others in person and over the phone. Ability to communicate effectively with members of the public. Ability to follow written and oral instructions. Ability to acquire a working knowledge of laws, regulations, and procedures pertaining to mission of assigned department. Ability to type accurately and operate departmental software systems. ~~Ability to acquire skill in operating data processing equipment.~~ Ability to operate office equipment and technology. Ability to maintain accurate files and records. Ability to perform accurate mathematical computations.

License or Certificate:

Not applicable

Career Possibilities:

Promoted From: Entry Level Position

Promoted To: Administrative Secretary I

Note: Above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility.

Telephone (860) 658-3200
Facsimile (860) 658-9467

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8:30 - 7:00 Monday
8:30 - 4:30 Tuesday through Friday



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Simsbury Performing Arts Center, Inc. 2017 & 2016 Audit
2. **Date of Board Meeting:** June 11, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; David Ryan, President, Simsbury Meadows Performing Arts Center Board of Directors
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
The following motion is in order:

Move, effective June 11, 2018 to accept the Simsbury Meadows Performing Arts Center, Inc. December 31, 2017 and 2016 audit as presented.
5. **Summary of Submission:**
Whittlesey has prepared an audit report for Simsbury Performing Arts Center, Inc. (SPAC) for 2017 and 2016. The audit report is attached. In short, it gives a clean audit of SPAC.

Section 16 of the Facility Operations Agreement between the Town and SPAC requires SPAC to perform an annual audit and to submit the results of that audit to the Town.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Whittlesey SPAC Audit Report, December 31, 2017 and 2016
 - b) Facility Operations Agreement, between SPAC and the Town of Simsbury, January 1, 2017 – December 31, 2019

SIMSBURY PERFORMING ARTS CENTER, INC.

Financial Statements
Independent Auditors' Report

December 31, 2017 and 2016

SIMSBURY PERFORMING ARTS CENTER, INC.

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December 31, 2017 and 2016

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Hamden, CT 06518
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14 Bobala Road #3
Holyoke, MA 01040
Tel: 413.536.3970

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Simsbury Performing Arts Center, Inc.

We have audited the accompanying financial statements of Simsbury Performing Arts Center, Inc. (a nonprofit organization), which comprise the statements of financial position as of December 31, 2017 and 2016, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Simsbury Performing Arts Center, Inc. as of December 31, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Whittlesey PC

Hartford, Connecticut
April 17, 2018

SIMSBURY PERFORMING ARTS CENTER, INC.

Statements of Financial Position

December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Assets		
Cash	\$ 133,459	\$ 89,925
Accounts receivable	14,480	500
Inventory	1,971	2,262
Equipment, net of accumulated depreciation, \$4,750 and \$913, respectively	<u>36,623</u>	<u>17,347</u>
Total assets	<u><u>\$ 186,533</u></u>	<u><u>\$ 110,034</u></u>
Liabilities and Net Assets		
Liabilities:		
Accounts payable and accrued expenses	<u>\$ 2,575</u>	<u>\$ 5,249</u>
Total liabilities	<u>2,575</u>	<u>5,249</u>
Net assets:		
Unrestricted	139,272	86,985
Temporarily restricted	<u>44,686</u>	<u>17,800</u>
Total net assets	<u>183,958</u>	<u>104,785</u>
Total liabilities and net assets	<u><u>\$ 186,533</u></u>	<u><u>\$ 110,034</u></u>

The accompanying notes are an integral part of the financial statements.

SIMSBURY PERFORMING ARTS CENTER, INC.

Statements of Activities

For the years ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Changes in Unrestricted Net Assets:		
Operating revenues and support:		
Event revenue	\$ 191,160	\$ 188,612
Concession sales	155,839	94,473
Contributions and sponsorships	110,892	91,026
Release from restrictions	17,800	-
Total operating revenues and support	<u>475,691</u>	<u>374,111</u>
Operating expenses:		
Event expenses	268,760	235,311
Facility management	62,898	64,511
Costs of concessions	28,184	19,690
Management and general	56,064	33,879
Development	7,498	5,284
Total operating expenses	<u>423,404</u>	<u>358,675</u>
Change in unrestricted net assets	<u>52,287</u>	<u>15,436</u>
Changes in Temporarily Restricted Net Assets:		
Contributions	44,686	17,800
Release from restrictions	<u>(17,800)</u>	<u>-</u>
Change in temporarily restricted net assets	<u>26,886</u>	<u>17,800</u>
Change in net assets	79,173	33,236
Net assets, beginning of year	<u>104,785</u>	<u>71,549</u>
Net assets, end of year	<u>\$ 183,958</u>	<u>\$ 104,785</u>

The accompanying notes are an integral part of the financial statements.

SIMSBURY PERFORMING ARTS CENTER, INC.

Statements of Cash Flows

For the years ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities:		
Change in net assets	\$ 79,173	\$ 33,236
Adjustments to reconcile change in net assets to net change in cash from operating activities:		
Depreciation	3,837	913
(Increase)/decrease in assets:		
Accounts receivable	(13,980)	(500)
Inventory	291	69
Increase/(decrease) in liabilities:		
Accounts payable and accrued expenses	(2,674)	3,770
Net change in cash from operating activities	<u>66,647</u>	<u>37,488</u>
Cash flows from investing activities:		
Purchase of equipment	(23,113)	(18,260)
Net change in cash from investing activities	<u>(23,113)</u>	<u>(18,260)</u>
Net change in cash	43,534	19,228
Cash at beginning of year	<u>89,925</u>	<u>70,697</u>
Cash at end of year	<u>\$ 133,459</u>	<u>\$ 89,925</u>

The accompanying notes are an integral part of the financial statements.

NOTE 1 – ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Organization

Simsbury Performing Arts Center, Inc. (the “Simsbury PAC”) is a non-profit organization located in Simsbury, Connecticut whose mission is to manage and enhance the Performing Arts Center at Simsbury Meadows to provide the residents of Simsbury and the surrounding communities with entertainment, educational and charitable events. The Performing Arts Center at Simsbury Meadows is owned by the Town of Simsbury. Simsbury PAC has a facility operation agreement with the Town of Simsbury to manage and conduct the operations of the Performing Arts Center.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting.

Basis of Presentation

The presentation follows the recommendations of the Financial Accounting Standard Board (FASB) Accounting Standard Codification (ASC) Topic 958 *Not-for-Profit Entities Presentation of Financial Statements*, in which Simsbury PAC reports information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted – Net assets that are not subject to donor-imposed stipulations.

Temporarily Restricted – Temporarily restricted net assets represent contributions that are restricted by the donor either as to purpose or as to time of expenditure.

Permanently Restricted – Permanently restricted net assets are subject to explicit donor-imposed or other restrictions requiring that the principal be maintained permanently by Simsbury PAC. Simsbury PAC had no permanently restricted net assets at December 31, 2017 and 2016.

Equipment

Equipment acquisitions that exceed \$5,000 are capitalized at cost and depreciated over their estimated useful lives of five to ten years using the straight-line method.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Credit Risk

Simsbury PAC maintains its cash in bank accounts which at times may exceed federally insured limits. Simsbury PAC has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash.

NOTE 1 – ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

Inventory

Inventory of concession beverages and supplies is stated at cost using the first-in, first-out method.

Revenue Recognition Policy

Event revenues consist primarily of licensing and facility fees from third parties for the right of use of the Performing Arts Center at Simsbury Meadows. Revenues are recognized at the time of the event.

Concessions sales are recorded as revenue at point of sale.

All contributions, including unconditional promises to give, are considered to be available for unrestricted use unless specifically restricted by the donor. Contributions and sponsorships received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted support that increases that net asset class. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of activities as net assets released from restrictions. However, if a restriction is fulfilled in the same time period in which the contribution is received, the support is reported as unrestricted.

Subsequent Events Measurement Date

Simsbury PAC has monitored and evaluated any subsequent events for footnote disclosures or adjustments required in its financial statements for fiscal year ended December 31, 2017 through April 17, 2018, the date on which financial statements were available to be issued.

Advertising

Advertising costs are charged to expense during the fiscal year that the related performance occurs. Advertising costs consist primarily of print, internet, radio, and brochures. Advertising expense for the years ended December 31, 2017 and 2016 was \$7,350 and \$5,993, respectively.

Donated Services

A substantial number of volunteers have donated significant amounts of time to Simsbury PAC's activities. Simsbury PAC recognizes contributed services when the service requires specialized skills that would typically need to be purchased if not provided by the contribution. There are no donated services that meet revenue recognition criteria and as such they have not been reflected in the accompanying financial statements.

Accounts Receivable

Grant and other receivables arising from regular operations are stated net of an allowance for doubtful accounts. Allowances are set based on assessments by management as to the collectability of individual accounts. There was no allowance for doubtful accounts for the years ended December 31, 2017 and 2016.

NOTE 2 – INCOME TAXES:

Simsbury PAC is a non-profit corporation that has been determined to be exempt from State and Federal income taxes under Section 501(c)(3) of the Internal Revenue Code.

NOTE 3 – COMMITMENT:

Simsbury PAC has entered into a facility operation agreement with the Town of Simsbury for the purpose of managing and conducting operations of the Performing Arts Center at Simsbury Meadows for the period beginning January 1, 2017 and expiring December 31, 2019. Under this agreement, Simsbury PAC will reimburse administrative costs incurred in connection with preparation of the facility for each concert season. This fee of \$2,500 shall be paid at the conclusion of each season on November 1.

NOTE 4 – TEMPORARILY RESTRICTED NET ASSETS:

Temporarily restricted net assets are available for the following purposes or periods as of December 31,:

	<u>2017</u>	<u>2016</u>
Ticket Booth	\$ 34,686	\$ -
Board Development	10,000	-
Chairs	<u>-</u>	<u>17,800</u>
Total	<u>\$ 44,686</u>	<u>\$ 17,800</u>

Net assets released for the years ended December 31, 2017 and 2016 amounted to \$17,800 and -0-, respectively.

AMENDED FACILITY OPERATION AGREEMENT

SIMSBURY PERFORMING ARTS CENTER

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In addition, SPAC shall be responsible for the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

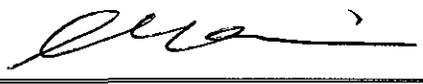
The Town shall maintain the parking areas, sidewalks, steps and access ways to the building, in good condition and repair.

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

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

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

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

Simsbury Performing Arts Center, Inc.	Town of Simsbury
By: 	By: 

ATTACHMENT B

Activities for the Performing Arts Center

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

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

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

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

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

ATTACHMENT C

SCHEDULE OF FEES FOR TOWN SERVICES

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

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



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Simsbury Performing Arts Center, Inc.
Mission Statement

2. **Date of Board Meeting:** June 11, 2018

3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; David Ryan, President, Simsbury Meadows
Performing Arts Center Board of Directors

Maria E. Capriola

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

If the Board of Selectmen supports the Simsbury Performing Arts Center Board of Directors recommendation to revise its mission statement, the following motion is in order:

Move, effective June 11, 2018 to approve the revised mission statement of Simsbury Performing Arts Center, Inc. as presented.

5. **Summary of Submission:**

The Hartford Foundation for Public Giving and the Greater Hartford Arts Council have given grants to Simsbury Performing Arts Center, Inc. (SPAC) for: Board assessment; creation of a Strategic Plan; and implementation of the Strategic Plan. It was recommended, and the SMPAC Board approved, that the mission statement be revised to be less verbose and more precise. No change in mission is implied.

The current mission statement is as follows:

"The mission of the Simsbury Performing Arts Center, Inc. is to manage, and to enhance, the Performing Arts Center at Simsbury Meadows to provide the residents of Simsbury and the surrounding communities with entertainment, educational and charitable events. Through these events, the Simsbury Performing Arts Center, Inc. will add to community spirit, quality of life, and economic development in Simsbury and the surrounding region. Success in managing this venue will be evidenced by the ability to raise the funds to meet the identified capital needs. The objective of the expansion plan will be to make the Performing Arts Center at Simsbury Meadows the premier outdoor venue in Connecticut."

The proposed revised mission statement is as follows:

"Simsbury Performing Arts Center, Inc., through the Simsbury Meadows Performing Arts Center, will enrich community spirit, quality of life and economic development in Simsbury and the surrounding region."

Section 4 of the Facility Operations Agreement between the Town and SPAC requires SPAC submit proposed changes in its mission statement to the Board of Selectmen for

review and approval. If approved by the Board of Selectmen, staff will attach a copy of the revised mission statement to the executed Agreement on file.

6. Financial Impact:

None

7. Description of Documents Included with Submission:

None



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Simsbury Meadows Performing Arts Center Board Member Appointments

2. **Date of Board Meeting:** June 11, 2018

3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; David Ryan, President, Simsbury Meadows Performing Arts Center Board of Directors *Maria E. Capriola*

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

If the Board of Selectmen supports the recommendation from the Simsbury Meadows Performing Arts Center Board of Directors regarding Board member appointments, the following motion is in order:

Move, effective June 11, 2018 to appoint ten members to the Simsbury Meadows Performing Arts Center Board of Directors as presented:

Catherine Barnard, with a term expiring April 30, 2021

Joe Campolieta, with a term expiring April 30, 2019

Bill Clegg, with a term expiring April 30, 2019

Jeff Dornenburg, with a term expiring April 30, 2019

Mike Doyle, with a term expiring April 30, 2019

Chuck Ford, with a term expiring April 30, 2021

Robert Hensley, with a term expiring April 30, 2020

Ferguson Jansen, with a term expiring April 30, 2020

David Ryan, with a term expiring April 30, 2020

Linda Schofield, with a term expiring April 30, 2021

5. **Summary of Submission:**

SPAC bylaws provide that the Town appoint a majority of the members of the Simsbury Meadows Performing Arts Center Board of Directors. Additional requirements regarding governance are covered by Section 6 of the Facility Operations Agreement between the Town and SPAC. There are currently 18 directors authorized. Recognizing that finding qualified directors is a difficult task, the Simsbury PAC, Inc. Board, through its Governance Committee, searches out potential directors whose contributions, financially and otherwise, will make them valuable members of the Board. Listed below are 10 Simsbury-resident Directors that Simsbury PAC, Inc. Board recommends for Town approval:

Catherine Barnard, with a term expiring April 30, 2021

Joe Campolieta, with a term expiring April 30, 2019

Bill Clegg, with a term expiring April 30, 2019

Jeff Dornenburg, with a term expiring April 30, 2019

Mike Doyle, with a term expiring April 30, 2019
Chuck Ford, with a term expiring April 30, 2021
Robert Hensley, with a term expiring April 30, 2020
Ferguson Jansen, with a term expiring April 30, 2020
David Ryan, with a term expiring April 30, 2020
Linda Schofield, with a term expiring April 30, 2021

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 Dante Valentino from Juvenile Review Board
2. **Date of Board Meeting:** June 11, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Kristen Formanek, Social and Community Services Director *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
The following motion is in order:

Move to accept the resignation of Dante Valentino as a member of the Juvenile Review Board retroactive to May 23, 2018.
5. **Summary of Submission:**
Staff has received the written resignation of Dante Valentino as a member of the Juvenile Review Board, effective May 23, 2018
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Resignation letter from Dante Valentino, dated May 23, 2018

Ericka L. Butler, Town Clerk
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070

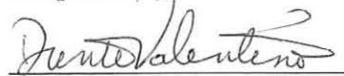
Letter of Resignation

May 23, 2018

Dear Ms. Butler,

I hereby resign as a Regular Member of the Juvenile Review Board. Please notify the Board of Selectmen that the effective date of this resignation shall be today, 5-23-18.

Respectfully,



Dante Valentino





Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Appointment of Andrea Ericksen to the Juvenile Review Board
2. **Date of Board Meeting:** June 11, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Kristen Formanek, Social and Community Services Director
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the recommendation of the Social and Community Services Director to appoint Ms. Ericksen to the Juvenile Review Board, the following motion is in order:

Move, effective June 11, 2018 to appoint Andrea Ericksen as a member of the Juvenile Review Board.
5. **Summary of Submission:**
Staff is recommending the appointment of Ms. Andrea Ericksen to the Juvenile Review Board (JRB). Ms. Ericksen is the assigned probation officer for our area and all juvenile arrests that occur in Simsbury go directly to her. Ms. Ericksen has been with the juvenile court system for 18 years. Ms. Erickson would be replacing Dante Valentino, also a staff member of the juvenile court system, following his resignation from the JRB.

The purpose and procedures for the JRB, which outlines membership requirements, was last approved by the Board of Selectmen (functioning as the Police Commission) on March 10, 1982 and is quite dated. Staff will be working this summer to update the document and bring a recommended policy, including membership composition, to the Board of Selectmen for review and consideration.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Memo from K. Formanek, re: Juvenile Review Board Appointment, dated May 21, 2018
 - b) Resume, A. Ericksen
 - c) Policy and Procedures for JRB, adopted March 10, 1982
 - d) Board of Selectmen Minutes (excerpt), dated March 10, 1982



Town of Simsbury

754 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Community and Social Services Department

MEMORANDUM

To: Maria Capriola, Town Manager
From: Kristen Formanek, Director of Community and Social Services
Date: May 21, 2018
Re: Juvenile Review Board Appointment

Dante Valentino, from the State of Connecticut Juvenile Court was appointed to the Juvenile Review Board in 2013. He has been a great representative from the court system, but is currently in the process of resigning from the Board.

I have attached Ms. Ericksen's resume for your convenience. Ms. Ericksen has been with the Juvenile Court system for 18 years. She is the assigned Probation Officer for our area, and all juvenile arrests that occur in Simsbury go directly to her. She has worked with the Towns of Southington, Bristol and Granby. In addition, she is a part of Southington's Attendance Committee, and has participated in Attendance Review meeting in the Towns of Avon, Rocky Hill, Wethersfield, and New Britain.

Therefore, I would like to recommend the appointment of Andrea Ericksen, Juvenile Probation Officer II to fill the vacancy left by the resignation of Dante Valentino on the Juvenile Review Board.

I believe Andrea Ericksen would be a tremendous asset to the Juvenile Review Board, and subsequently to Simsbury's youth and their families.

FK /csb

ANDREA J. ERICKSEN

[REDACTED]
[REDACTED]
[REDACTED]

WORK EXPERIENCE:

June 2000-Present

STATE OF CONNECTICUT-JUDICIAL BRANCH COURT SUPPORT SERVICES DIVISION

Juvenile Probation Officer II – New Britain, CT

- Responsible for conducting in-depth interviews with juveniles, parents, treatment providers and school professionals
- Supervise juveniles on court orders, and utilize motivational interviewing and a strength based approach to assist and ensure compliance
- Prepare pre-dispositional studies for the court and make recommendations based on the needs of the juveniles and their families
- Responsible for documenting and updating all relevant case information into CMIS in a timely manner
- Collaborate with juveniles, their families, various agencies and treatment providers to develop appropriate case plans, make appropriate treatment referrals, and help the juvenile lower their risk for recidivism
- Collaborate daily with Juvenile Prosecutors and Attorneys to assist in case flow, review, and discuss appropriate recommendations for the juveniles we serve
- Adjunct Trainer for the Training Academy- responsible for pre-service and recertification training on Officer Safety, NRCT, Handcuffing/OC spray, RESTORE and Home Based Scenario trainings (2010-present)
- FWSN Liaison – responsible for weekly triage and case management for all FWSN referrals sent to the Child, Youth and Family Support Center and received by the court
- Attend weekly attendance meetings at local schools to review truancy concerns, and collaborate with school personnel in making appropriate referrals to the court and community agencies
- Liaison from the Juvenile Court to the Juvenile Review Boards in Bristol, Granby and Southington
- Conducted and participated in panel discussions and informative sessions for youth and families in Bristol and Canton on topics including court process, statistics, substance abuse, early intervention and job related duties of a Juvenile Probation Officer
- Provide office coverage and supervisory assistance when needed, or in the absence of a supervisor
- Consistently attend professional development trainings to stay informed on current issues and policies; as well as to maintain proficiency in agency initiatives

August 1997-1999

THE INSTITUTE OF LIVING – GRACE WEBB SCHOOL

Behavior Intervention Worker / Assistant Teacher

- Responsible for creating and implementing behavior plans for students

- Utilized positive re-enforcement and de-escalation techniques in crisis situations on a daily basis
- Created lesson plans relevant to topics being discussed in the classroom, and taught lessons in the absence of the Head Teacher
- Served as a one on one tutor/support worker for students transitioning back into their nexus schools
- Provided informal individual and group counseling to students
- Responsible for maintaining and ensuring the safety of the students and staff, and conducted emergency physical restraints when necessary
- Documented daily activities, behaviors and events for students and submitted daily logs to Head Teacher

INTERNSHIP:

January 1996-October 1996

COMMONWEALTH OF VIRGINIA – DEPARTMENT OF JUVENILE PROBATION – ROANOKE, VA

- Worked under the direct supervision of a Juvenile Probation Officer and assisted in daily duties including report writing, interviews with juveniles and their families, court testimony, transportation of juveniles to residential facilities, and home visits
- Continued on a volunteer basis for 6 months after graduating from college to gain additional experience and knowledge

EDUCATION:

ROANOKE COLLEGE – SALEM, VA

- Bachelor of Arts – Sociology/Social Work – May 1996

SIMSBURY JUVENILE REVIEW BOARD

Statement of Purpose and Procedures

Approved by Police Commission on March 10, 1982

COPY

1. Purpose

- A. The Simsbury Juvenile Review Board will be an established program within the Simsbury Police Department to provide an alternative and early means of identifying and assisting youths (age 15 and under) who are troubled or in trouble. The Review Board will accomplish its purpose through considering juvenile cases referred to it and offering recommendations regarding the best method of dealing with the youth's particular needs.
- B. Where possible, the Review Board will attempt to construct non-judicial case recommendations. These may involve, but not be limited to such non-judicial options as individual or family counseling, psychiatric evaluation, work or monetary restitution, or participation in group or other activities. In many instances, these services are presently available, but unknown, or unused, by the youth, family, school, or police.

11. Goals

- A. The goals of the Review Board are:
 1. To use community resources as the first course of action in handling the community problem of juvenile delinquency.
 2. To promote community awareness of services to youth and youth activities.
 3. To provide juveniles with rehabilitative and supportive services in an effort to reduce delinquent behavior.
 4. To reduce the recidivism rate of juveniles.
 5. To strengthen the working relationship and referral process between the Simsbury Police Department, the school system, the Juvenile Court, and the Social Service Agencies.
 6. To assist and advise the Simsbury Police Department and school system with juveniles who are in trouble.

111. Composition/voting/meetings

- A. The size of the Review Board shall not exceed 10 persons. Membership on the Board shall be accorded to representatives of agencies or organizations which have direct responsibility, contact, or concern with youth and their families.

- B. The following agencies and organizations shall have a representative(s) on the Review Board.
 - 1. Police Department
 - 2. School Department
 - 3. School Department
 - 4. School Department
 - 5. Town Recreation Department
 - 6. Town Human Services Coordinator
 - 7. Town Social Worker
 - 8. Probation Officer from Juvenile Court
 - 9. Family Counseling Service
 - 10. Simsbury Clergy
- C. The Town Attorney will be available to the Review Board as needed.
- D. Each representative shall have one vote.
- E. Meetings shall be held as often as necessary to consider cases or administrative matters. Attendance shall be recorded in the minutes of the meeting. A quorum shall be one more than half of the total membership.
- F. Parent(s) and juvenile will be notified of Board meetings concerning them and may request to be present at such Board meetings. The Board may also request the presence of parent(s) and juvenile at a hearing concerning them.
- G. Guests are permitted at Review Board meetings with the prior consent of the Chairperson and parent(s). Guests will have no vote.
- H. Appropriate case and other files are the property of the Police Department, but may be maintained in a central location to expedite the Review Board's work.
- I. A Chairperson and Vice Chairperson shall be elected by the membership every 6 months. The Human Services Department shall be responsible for scheduling and cancelling meetings, distributing minutes, sending notices of case disposition, and other duties as necessary.
- J. The Board shall establish rules and procedures to govern the conduct of meetings and the filing of case dispositions, and review those rules and procedures on an annual basis.

COPY

- 3 -

14. Procedure for Case Consideration

- A. A matter is eligible for Review Board consideration if it involves a juvenile contact. The police will be encouraged to refer all juvenile contacts to the Review Board.
- B. Parental authorization will be required before a child's case can be brought before the Board and before any information can be shared between and among agencies. If the parents refuse to sign the authorization form, then the case will be handled by the Police Department through its usual channels. If the child says he/she is not guilty of the offense, the case will automatically be handled by the Police Department to determine the facts of the case and appropriate findings. Under no circumstances will it be the Board's responsibility to determine if the offense occurred, or if the accused is innocent or guilty of the offense.
- C. When sufficient information regarding the youth and his/her family has been presented, the Board may formulate a recommendation by a 2/3 vote of those present provided a quorum exists. A case may be continued to the next regular meeting, but must be acted upon at that time.
- D. Case dispositions will be communicated to the youth and family by Chairperson's letter. A copy of the disposition notice will be placed in the case file.
- E. Any agency or individual to which a youth is assigned as part of his/her case disposition shall make a report to the Board at the completion of the youth's assignment or at periodic intervals if the time period covers more than three months.

V. Confidentiality/Records

- A. The discussion of cases shall be held in executive session, where only Review Board members and permitted guests shall be present.
- B. Individual case names or other identifying information shall not appear in the minutes.
- C. No information shall be released to another person or agency without permission of the parents and a majority vote of the entire Board.

Statement of Purpose

The Juvenile Review Board is an authorized program within the Police Department. The Board is designed to review situations of juvenile contact/arrest and to provide an alternative and early means of assisting youths and their families who are troubled or in trouble. The Board only reviews cases where the juvenile and his/her parent(s) have admitted guilt to the charges filed by the Police Department.

The Board is composed of representatives from the Police Department, Town Human Services and Recreation Departments, School Department, Juvenile Matter Division of the Connecticut Superior Court, Family Counseling Services, and a local clergyman.

The Board will attempt to formulate non-judicial recommendations which may include: counseling for the juvenile and/or his family, community service work and/or monetary restitution. The prime goal of these recommendations would be to prevent any further behavior which would bring the juvenile into negative contact with the justice system. However, the Board may also recommend, after a review of the case, that a referral to court is the best course of action. All information gathered will be kept strictly confidential.

Parent(s) guardian and juvenile will be notified of Board Meetings concerning them and may request to appear before the Board. The Board may also request the presence of parent(s) and juvenile at a hearing concerning them.

Parent(s)/guardian and juvenile always have the option of electing to appear before the Court rather than before the Juvenile Review Board.



JUVENILE REVIEW BOARD AUTHORIZATION

I/we, _____ of _____, a minor,
Parents or Guardians

understand that my son/daughter has been arrested and has admitted guilt to the charges filed by the Police Department. I, hereby, authorize the Simsbury Juvenile Board to conduct a full inquiry of said minor including, but not limited to, conferences with said minor, parents, guardians, physician, school and town officials, private agencies. I also will hold said Board harmless in connection with said inquiry and any recommendations that may come forthwith. If requested, I agree to appear before the Juvenile Review Board (with him/her) and have read the contents of the above communication and fully understand it.

Juvenile Signature

Date

Parent/Guardian Signature

Date

Address

Phone #

JUVENILE REVIEW BOARD INFORMATION RELEASE AUTHORIZATION

As the parent(s) or guardian of _____, I/we authorize the agencies listed below:

to release any pertinent information from their records to the Juvenile Review Board to aid in its review of the case of _____. We understand that the information will remain confidential and will be used only in the review of this case.

Juvenile Signature

Date

Address

Parent/Guardian Signature

Date

SCHOOL INFORMATION AUTHORIZATION

As the parent(s) of _____ I/we authorize the Simsbury School Department to release any pertinent information from school records to the Juvenile Review Board to aid in its review of the case of _____. I/we understand that the information will remain confidential and will be used only in the review of this case.

Juvenile Signature

Date

Parent/Guardian Signature

Date

Address

Phone #

3/10/82, page 3

March 10, 1982
Page 3

and juvenile may request to appear before the Board, or may be requested by the Board to appear before the Board. They will be so notified of the meeting. "

The following motion was made by Mr. Tansi, seconded by Mr. Eno and unanimously voted.

That the Board of Selectmen acting as the Board of Police Commissioners, adopt the Simsbury Juvenile Review Board Statement of Purpose and Procedures dated March, 1982, revised as follows:

Adopted revised Juvenile Review Board Statement of Purpose and Procedures

Section 111. Composition/voting/meetings, #F to read as follows:

F. Parent(s) and juveniles will be notified of the Board's hearing concerning them and may request to be present. The Board may also request the presence of the parents and juvenile at the hearing concerning them.

Further, the 4th paragraph in the authorization form read as follows:

Parent(s) and juveniles will be notified of the Board's hearing concerning them and may request to be present. The Board may also request the presence of the parents and juvenile at the hearing concerning them.

In discussion that followed the vote, it was brought to the attention of the Board that it must approve establishment of the Board and under the Charter it would be constituted for one year.

Motion was then made by Mr. Tansi, seconded by Mr. Bannan that the motion be reconsidered. Unanimously voted.

Mr. Tansi made a motion to amend the motion to approve the establishment of a Juvenile Review Board effective April 1, 1982 to March 31, 1983. Motion seconded by Mr. Bannan. Unanimously voted.

Establishment of Juvenile Review Board

The main motion, as amended was adopted by unanimous vote.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Appointment of Grant Gritzmacher to the Conservation Commission
2. **Date of Board Meeting:** June 11, 2018
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 recommendation from the Simsbury Democratic Town Committee, the following motion is in order:

Move, effective June 11, 2018 to Grant Gritzmacher (D) as an alternate member of the Conservation Commission with a term expiring January 1, 2019.
5. **Summary of Submission:**
The Simsbury Democratic Town Committee has recommended the appointment of Grant Gritzmacher to the Conservation Commission as an alternate member with a term expiring January 1, 2019.

By Charter, members are appointed to four year terms. However, this individual will be filling the remainder of a four year term that was vacated due to the resignation of Donna Beinstein, whose term was to expire January 1, 2019.
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 Woodrow Eddins from Housing Authority & Community for Care

2. **Date of Board Meeting:** June 11, 2018

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 motions are in order:

Move to accept the resignation of Woodrow Eddins as a regular member of the Housing Authority retroactive to May 25, 2018.

Move to accept the resignation of Woodrow Eddins as a regular member of Community for Care retroactive to May 25, 2018.

5. **Summary of Submission:**
The Town Clerk has received the written resignation of Woodrow Eddins (D) as a regular member of the Housing Authority. Mr. Eddins' term was to expire on April 1, 2019.

The Town Clerk has received the written resignation of Woodrow Eddins (D) as a regular member of Community for Care. Mr. Eddins' term expired on December 4, 2017 (members were not re-appointed for new term as of yet for this board).

6. **Financial Impact:**
None

7. **Description of Documents Included with Submission:**
a) Resignation letter from Woodrow Eddins dated May 25, 2018



Simsbury United Methodist Church

*Rev. Woody Eddins, Pastor
Home 860-658-5355*

*Rev. Peter Preiser, Assistant Pastor &
Director of Student Ministries*

May 25, 2018

TO: Town Clerk, Ericka Butler
and the Board of Selectmen of Simsbury, CT.

I thank you for the opportunity to serve as a Commissioner for the Simsbury Housing Authority and as a Member of the Community for Care. However I must tend my resignation from both organizations as I will be moving from Simsbury very soon. I do wish all of you the best, and if you should need to contact me please feel free to do so.

Sincerely,

Woodrow W. Eddins, Jr
860 670 6064

New address: 10224 Cabery Road Ellicott City, MD 12024



799 Hopmeadow Street Simsbury, CT 06070

860.651.3356

simsburyumc.org

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, Michael Paine, Sean Askham, Cheryl Cook and Chris Peterson. Others in attendance included: Town Manager Maria E. Capriola; Deputy Town Manager Melissa Appleby, Tom Roy Director of Public Works, Ed LaMontagne, Chairman, Aging & Disability Commission, Adam Kessler, Project Engineer, Burke LeClair, Board of Education, and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC HEARINGS

a) Proposed Stormwater Connection Ordinance

Mr. Wellman said this Public Hearing is to receive public comment concerning a proposed ordinance on Stormwater Connection.

Mr. Roy said the purpose of this ordinance is to provide for the safety, health, and general welfare of the residents of Simsbury through the regulation of non-storm water discharges to the storm drain system. The Town has been participating in the MS4 reporting requirement, which is DEEP regulated.

Robert Kalechman, 971 Hopmeadow Street, spoke about a discharge he saw a few years ago, not selling gas at Andy's Gas Station now and if someone purchases it they will have to replace the tanks. He feels this ordinance is a good ordinance if the Town does its job with it.

After no further comment was received, Mr. Askham made a motion to close the Public Hearing on the proposed Stormwater Connection Ordinance. Mr. Kelly seconded the motion. All were in favor and the motion passed.

b) Neighborhood Assistance Act (NAA) Program Proposals

Mr. Wellman said this Public Hearing is to receive public comment concerning the proposed approval by the Board of Selectmen of the proposals of the Simsbury Volunteer Ambulance Association and the Simsbury Grange for benefits under the Neighborhood Assistance Act Program Proposals.

Ms. Appleby said the Town announced that the 2018 Neighborhood Assistance Act applications were available to tax-exempt organizations. The Town Manager received two applications. The Simsbury Grange is seeking funds for an energy conservation project and the Simsbury Volunteer Ambulance Association is seeking funds to support the replacement of an ambulance. Ms. Appleby explained that there are two non-substantive changes in the applications.

Susan Masino, 41 Madison Lane, said the Simsbury Grange applied for the grant last year and did receive some money. They are now looking for corporations to contribute to their energy project and if the grant is received they will then get a tax credit. The notice of the funding is in August but the commitments aren't made until September.

Mike Delehanty from the Simsbury Ambulance Association said they are trying to replace the ambulance in phase I. In Phase II they are appealing the corporations and businesses to help with their plan.

After no further public comment was received, Mr. Askham made a motion to adjourn the Public Hearing at 6:15 p.m. Mr. Paine seconded the motion. All were in favor and the motion passed.

Mr. Askham made a motion to add, in Executive Session, b) Pursuant to CGS §1-200(6)(B) concerning pending claims and litigation – Pavlik v. Town of Simsbury. Ms. Cook seconded the motion. All were in favor and the motion passed.

PUBLIC AUDIENCE

Joan Coe, 26 Whitcomb Drive, spoke about performance evaluations, gender discrimination, Executive Session, the International Skating Center curling and other concerns.

Robert Kalechman, 971 Hopmeadow Street, spoke about Ms. Coe’s comments on discrimination, the roles of the Town Manager and Board of Selectmen, and other concerns.

Mike Rinaldi, 32 Pinnacle Mountain Road, spoke about the Henry James School Phase III project. He feels this is a flawed plan and that the 6th graders need to be put into that school. He wants this project stopped before it’s too late.

FIRST SELECTMAN’S REPORT

Selectman Wellman reviewed his First Selectman’s report.

TOWN MANAGER’S REPORT

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

SELECTMEN ACTION

a) Proposed Stormwater Connection Ordinance

Mr. Wellman said the Board had three choices to make on the proposed Stormwater Ordinance – to adopt the Ordinance as is; adopt with minor changes; or table the adoption.

After discussion and some possible changes on page 5; Section 10 B, Mr. Askham made a motion to table the adoption of the proposed Stormwater Connection Ordinance. Mr. Paine seconded the motion. All were in favor and the motion passed.

b) Neighborhood Assistance Act (NAA) Proposals

Mr. Askham made a motion, effective May 30, 2018, to approve the Neighborhood Assistance Act Program applications as presented and to authorize Maria E. Capriola to submit the applications to the Department of Revenue Services. Further move to designate Deputy Town Manager, Melissa A.J. Appleby as the municipal liaison. Mr. Kelly seconded the motion. All were in favor and the motion passed

c) Recommended Appointment of Culture, Parks & Recreation Director

Ms. Capriola said she has identified Thomas J. Tyburski as the preferred candidate for the Director of Culture, Parks and Recreation position. He worked as a recreation supervisor with the Town for twelve years and as an assistant operations manager of the International Skating Center of CT for two years. Mr. Tyburski is available to begin work on a part-time basis on June 26th and full time on July 2nd. Mr. Toner is able to remain on staff on a limited basis during the transition.

Ms. Capriola said pursuant to the Charter, “prior to appointing or removing the Director of Culture, Parks and Recreation, the Town Manager shall also consult with and obtain the approval of the Culture, Parks and Recreation Commission.” The Culture, Parks and Recreation Commission unanimously approved the appointment of Mr. Tyburski.

Ms. Cook made a motion to make a conditional offer of employment to Thomas J. Tyburski for the position of Culture, Parks and Recreation Director and to appoint Mr. Tyburski to the position effective June 26, 2018, with an annual starting salary of \$112,500 and employment-related benefits assigned to that position. Mr. Paine seconded the motion. All were in favor and he motion passed.

d) Handicapped Parking Awareness Month

Mr. Wellman said the Aging & Disability Commission is seeking to educate the community regarding the appropriateness and legality of using handicapped parking spots.

Mr. LaMontagne said this is the 6th year that they have requested this designation. They need to get the community educated on the proper use of handicapped parking and how violators hurt the handicapped community.

Ms. Cook made a motion, effective May 30, 2018, to designate June of 2018 as Handicapped Parking Awareness Month in the Town of Simsbury. Mr. Paine seconded the motion. All were in favor and the motion passed.

e) Henry James Memorial School Renovation – Phase III

Mr. Wellman said the voters approved this project on May 1, 2018. The Board of Education is applying for a Connecticut School Construction Grant for Henry James Memorial School – Phase III for approximately \$5,700,000.00.

Mr. LeClair said Phase III doesn’t prohibit the Board of Education from considering a grade reconfiguration. This grant process is required by the State.

Mr. Askham noted that if we don’t do this, the Town will no longer have the ability to get State reimbursement.

Mr. Kelly made a motion the following motions:

- a. **“RESOLVED** that the Board of Selectmen authorizes the Town of Simsbury Board of Education to apply to the Office of School Construction Grants & Review and to accept or reject a grant for the Henry James Memorial School Extension/Alteration – Phase III Project.”

- b. **“RESOLVED** that the Board of Selectmen hereby establishes the permanent Public Building Committee as the building committee for the proposed Henry James Memorial School Extension/Alteration – Phase II Project.”
- c. **“RESOLVED**, that the Board of Selectmen authorizes the preparation of schematic drawings and outline specifications for the proposed Henry James Memorial School Extension/Alteration – Phase III Project.”

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

APPOINTMENTS & RESIGNATIONS

- a) **Proposed Reappointment of Oliver Dickins (D) as a Regular Member of the Housing Authority with an Expiration Date of April 21, 2023**

Mr. Peterson made a motion, effective May 30, 2018 to re-appoint Oliver Dickins (D) as a regular member of the Housing Authority with a term expiring April 21, 2023. Mr. Askham seconded the motion. All were in favor and the motion passed.

- b) **Proposed Appointment of Heather Dawson (D) as a Regular Member of the Recycling Committee with an Expiration Date of December 2, 2019**

Mr. Peterson made a motion, effective May 30, 2018 to appoint Heather Dawson (D) as a regular member of the Recycling Committee with a term expiring December 2, 2019. Mr. Paine seconded the motion. All were in favor and the motion passed.

REVIEW OF MINUTES

- a) **Special Meeting of May 21, 2018**

There were no changes to the Special Meeting Minutes of May 21, 2018, and, therefore, the minutes were adopted.

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

- a) **Personnel** – no report at this time.
- b) **Finance** – no report at this time.
- c) **Welfare** – no report at this time.
- d) **Public Safety** – Mr. Askham said there will be a Public Safety Meeting tomorrow morning at 7:00 a.m.
- e) **Board of Education** – no report at this time.

Ms. Cook reminded everyone that the Community for Care is holding a program “Now That We Got Into College, Now What.” Pizza will be served.

COMMUNICATIONS

a) Simsbury Farms Natural Gas Conversion memo, dated May 21, 2018

There was no discussion at this time.

b) SMPAC Letter regarding Event Parking, dated May 17, 2018

Mr. Wellman said he has heard some concerns from businesses about the parking at SMPAC events. We are going to try some changes in directing people to the lots they should be parking in.

ADJOURN TO EXECUTIVE SESSION

a) Pursuant to CGS §1-200(6)(B) concerning Pending Claims and Litigation – Deepwater Wind Appeal, Petition 1313

Mr. Askham made a motion to adjourn to Executive Session pursuant to CGS §1-200(6)(B) concerning Pending Claims and Litigation – Deepwater Wind Appeal, Petition 1313 and concerning pending Claims and Litigation – Pavlik v. Town of Simsbury at 7:28 p.m. and to include Town Manager Maria Capriola, Deputy Town Manager Melissa Appleby and Attorney DeCrescenzo. Mr. Kelly seconded the motion. All were in favor and the motion passed.

ADJOURN FROM EXECUTIVE SESSION

Mr. Askham made a motion to adjourn from Executive Session. Mr. Paine seconded the motion and it passed unanimously. Executive Session adjourned at 8:09 pm.

ADJOURN

Mr. Askham made a motion to adjourn the meeting. Mr. Paine seconded the motion and it passed unanimously. The meeting adjourned at 8:09 pm.

Respectfully submitted,

Kathi Radocchio
Clerk



Town of Simsbury

754 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Community and Social Services Department

MEMORANDUM

To: Maria Capriola, Town Manager
From: Kristen Formanek, Director of Community and Social Services
Date: May 29, 2018
Re: AARP Designation

I have conducted brief and informal research regarding the AARP designation as an Age Friendly Community as well as senior center accreditation through the National Council on Aging/National Institute of Senior Centers. I have weighed the time commitments, cost, and benefits of both and am prepared to make a recommendation as to the direction that the Town of Simsbury take regarding these two possibilities.

The opportunity to achieve the Age Friendly designation is given by AARP in their support of Livable Communities. The goal of the designation is to have a Livable Community “that is safe and secure, has affordable and appropriate housing and transportation options, and offers supportive community features and services” for all members of the community. They look at the community as a whole and how the overall livability translates to being Age Friendly. There are currently only two towns in Connecticut that have applied for and received this designation. The process involves enrolling in the program, gathering information and building a team of stakeholders that will work on the project, planning, doing, and evaluating. There are eight sections of livability that need to be examined and determined how to improve on them and the score of the town related to each section. There is no set time frame to work on this. It can take several years of work, upwards of five, with hours contributed by multi-disciplinary staff and identified stake holders. There is no cost directly associated with this project, however it is anticipated that the community will be applying funds to the areas that need improvement. Benefits to the membership include; public recognition of the community’s commitment to be age-friendly, access to a large network of participating communities, opportunities for partnership, and mentoring and peer review.

I have also investigated the opportunity to become an accredited senior center through the National Council on Aging/National Institute of Senior Centers. With this designation the senior center conducts an in-depth self-assessment and participates in peer review, demonstrating its commitment to meeting national senior center standards. Currently there

are twenty-one towns in CT that are accredited. It takes an average of one to one and a half years to complete this process with the work being done by a designated committee of staff members and key stakeholders. Accreditation must be renewed every five years. There is an annual membership fee of \$145. The cost to apply for accreditation is based on community size and senior center budget. Our anticipated cost is \$1700 with additional costs for the travel expenses of the peer reviewer, typically \$800. Becoming “nationally accredited” is very valuable for a senior center and its town. There are several significant benefits to being accredited including; increased bond rating for the town, increased credibility for capital funding, an increase in charitable donations, an increase in grant funding, and an increase in overall membership.

My suggestion is that we pursue national accreditation through NCOA/NCIS. The benefits are greater than that of the AARP designation and it would put us in line with more senior centers in the state. The time frame to accomplish this is much more tangible and obtainable. Overall, the cost can be anticipated whereas with the first project it is open ended in relation to improvements to the community needed to meet the eight prescribed designations. I would further suggest that any project of this magnitude that would directly involve our department’s coordination and participation not be started until FY21 when we can anticipate the renovations to Eno Memorial Hall are complete, a new social worker is hired and trained, and the Director has completed the process of obtaining her clinical license. If it is desired, I feel that it would be reasonable to work on the AARP designation following the completion of accreditation. The work done with the accreditation may act as a natural stepping stone to begin the process of the work to be done for designation.

FK /csb

DALE ASSOCIATES
MANAGEMENT CONSULTANTS
PO BOX 361 • WEST SIMSBURY, CONNECTICUT 06092
TEL./FAX (860) 658-9987



May 29, 2018

To: Ms. Maria E. Capriola
Town Manager, Simsbury

From: Geoffrey H. Dale, Paul McAlenney
Town Co-trustees
Belden Combined Trust

Subject: Meeting on May 16, 2018

Thank you for the meeting on May 16th with yourself and Department Heads. Here are my notes from the meeting.

Both Paul McAlenney (the town legal trustee) and myself (the town financial trustee) wish to retire and resign our positions at the close of the fiscal year June 30, 2018. I was appointed as a Trustee thirty years ago. At the time I was Chairman of the Board of Finance. Paul was appointed shortly afterwards. During our tenure these 100 year trusts have contributed about \$ 4 million in support of town social services and infrastructure. And much more from its beginnings.

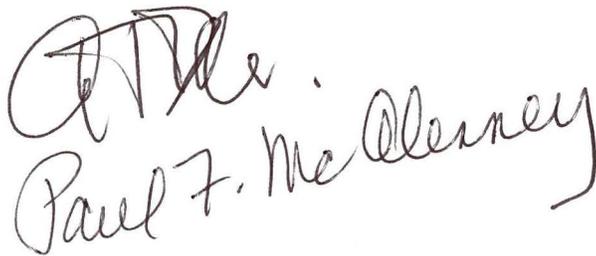
The usual schedule is as follows:

1. The trustees usually meet in the summer months with the BofA/ US Trust portfolio manager (the bank is a co-trustee).
2. The town submits its report of expenditures to the Probate Court for the fiscal year by Labor Day, and the bank does the same for the portfolio.
3. The Probate Court schedules a hearing usually in November to review and approve the activity.

The wills indicate that successor Trustees should be “worthy” residents. I believe that the original Trustees were Senator McLean (McLean Home, Game Refuge) and Mr. Belden where the current town offices are housed. I hope we have lived up to their standard. We will be pleased to meet with any new appointees to offer background and information.

Sincerely,

Geoffrey H. Dale
Paul McAlenney



A handwritten signature in black ink, consisting of a stylized monogram 'PFM' followed by a period, and the full name 'Paul F. McAlenney' written below it in a cursive script.

cc: Bank of America / US Trust
Josephine Garofalo



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

June 6, 2018

Geoffrey H. Dale, Paul McAllenney
Dale Associates
PO Box 361
West Simsbury, CT 06092

RE: Belden Co-trustees

Dear Mr. Dale and Mr. McAllenney:

Thank you for your correspondence dated May 29, 2018 and our recent meeting regarding your desire to retire and resign your positions as trustees for the Belden combined trusts. I would like to thank you both for your many years of dedicated service to the town and our residents. Your efforts have certainly contributed to improving the lives of so many members of our community!

As discussed with you at our meeting, it is our intention to find replacements in a timely fashion so that there can be some overlap with you both prior to your resignation as trustees. The Board of Trustees will work to identify replacements for you, with anticipated appointment dates in late November or December. In order to help us with processing the appointments of your replacements we will need an anticipated resignation date from each of you.

The Board of Trustees will need to forward its recommendation for trustees to the Probate Court. The Board of Trustees is currently comprised of Kristen Formanek (Social Services Director), Tom Roy (Public Works Director), Melissa Appleby (Deputy Town Manager), Eric Wellman (First Selectman), Robert Decrescenzo (Town Attorney), and Josephine Garafalo (V.P. Bank of America). Probate then issues a notice recommending the new trustees with two weeks' time for response. If there is no objection, the court will then send out a decree with the new appointments.

Please don't hesitate to reach out if I or my staff can be of assistance.

Sincerely,

Maria E. Capriola

Maria E. Capriola
Town Manager

C: Robert Decrescenzo, Town Attorney
Kristen Formanek, Social Services Director
Christine Hutton, Interim Finance Director
Amy Meriwether, Incoming Finance Director
Tom Roy, Public Works Director
Eric Wellman, First Selectman



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

June 5, 2018

To: (Abutting Property Owners and Those of Enclosed List)

**Subject: Bloomfield-Tariffville Multi-Use Trail
Project No. L128-0001**

The preliminary design has been completed for a joint project between the Towns of Simsbury and Bloomfield to construct a new multi-use path beginning in Bloomfield, continuing north along State Route 189, and terminating at the intersection of Main Street and State Route 189 in Tariffville Village. The link will provide a safe, off-road, commuter and recreation bicycle/pedestrian route from St. Andrew's Church on Tariffville Road in Bloomfield to Tariffville Center in Simsbury.

The Town of Simsbury and Town of Bloomfield will conduct an information meeting on Tuesday, June 12, 2018, at 6:00 pm at the Tariffville School at 42 Winthrop Street, Tariffville, CT. A formal presentation will be made at 6:30 pm.

The proposed multi-use trail is planned to be a 10-foot wide bituminous concrete paved path, approximately 0.84 mile in length. The trail will begin at a new multi-use trail facility in Bloomfield which is scheduled to be constructed starting in July 2018. The majority of the proposed trail will be located within the State Route 189 right-of-way and separated from the road by a roadside barrier system. The trail is planned to terminate at the intersection of Main Street and State Route 189 in Tariffville. This project is part of a larger effort to complete a multi-use path connection from the Farmington Canal Heritage Trail to the City of Hartford and points east as part of the East Coast Greenway. The East Coast Greenway is a continuous multi-use trail that will extend from Maine to Florida along the eastern seaboard.

Based upon a preliminary assessment, the total project costs will be approximately \$1.75 million. The DOT will provide \$1,020,000 of the construction costs with the Town of Simsbury and Bloomfield providing \$728,400 on a pro-rata basis. Funding by the Town of Simsbury was approved by referendum in 2017. A location map of the proposed project is provided on the back of this letter.

For further information or to provide input, please contact the Simsbury Engineering Department at 860-658-3260.

Very truly yours,

Maria E. Capriola
Town Manager

CC: Philip Schenck, Town Manager, Town of Bloomfield
Sotoria Montanari, Program Manager, CRCOG
William Grant, Connecticut Department of Transportation
Jonathan Thiesse, Town Engineer, Town of Bloomfield

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

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

Jerome F. Shea, Town Engineer, Town of Simsbury

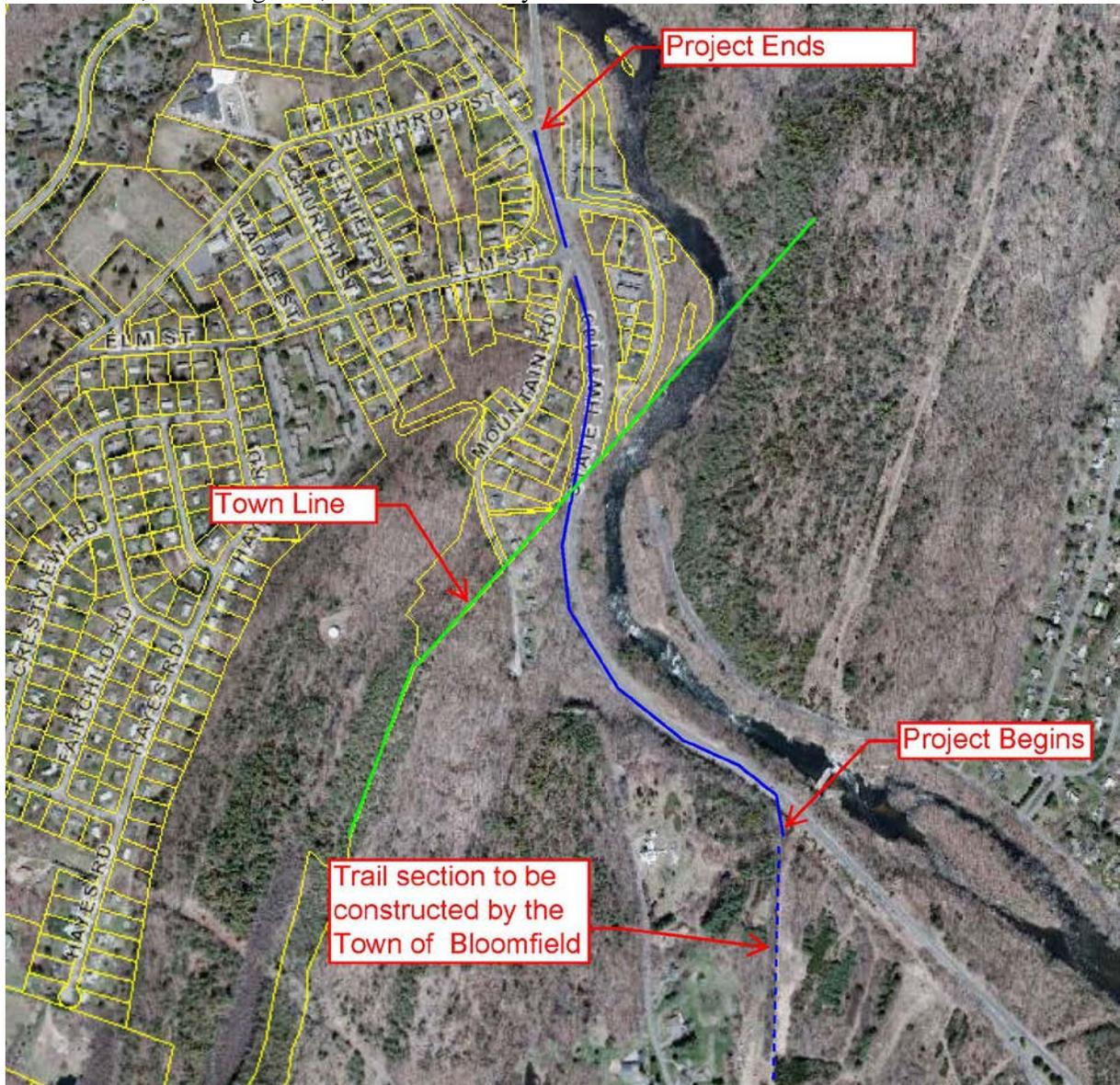


Figure 1: Proposed Bloomfield-Tariffville Trail

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Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

To: Board of Selectmen
From: Maria Capriola, Town Manager *Maria E. Capriola*
Date: June 6, 2018
Re: Clean Harbors Contract Extension

At your May 14, 2018 meeting, you authorized me to execute the presented contract extension with Clean Harbors. Clean Harbors provides our household hazardous waste collection. The contract extension covers the remainder of our scheduled 2018 collection dates.

Despite prior agreement on the contract extension wording, Clean Harbors has since asked for two minor changes to the agreement. Our Town Attorney has reviewed the proposed changes and does not have an issue with the changes. Since the changes are minor, the Town Attorney does not believe the contract extension needs to be resubmitted to the Board of Selectmen. However, please find the revised contract extension attached for your reference.

**FIRST AMENDMENT TO THE
HOUSEHOLD HAZARDOUS WASTE COLLECTION
AGREEMENT
BETWEEN
TOWN OF SIMSBURY, CONNECTICUT
AND
CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**

THIS FIRST AMENDMENT TO AGREEMENT, is made and entered into this 6th day of June, 2018 by and between the Town of Simsbury, 933 Hopmeadow Street, Simsbury, Connecticut, 06070, a Municipal Corporation organized and existing under the laws of the State of Connecticut, hereinafter referred to as the "Town" and, Clean Harbors Environmental Services, Inc., 761 Middle Street, Bristol, CT 06010 hereinafter referred to as the "Clean Harbors".

WITNESSETH

WHEREAS, the Town and the Clean Harbors have entered into an Agreement dated March 30, 2013 to provide household hazardous waste collection;

WHEREAS, the Town and the Clean Harbors desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in reliance on this representation, and in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. TERM: Paragraph 3 of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

The term of the Agreement shall commence on the date of its full execution and shall end on December 31, 2018.

2. COMPENSATION: Paragraph 2a of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

Town agrees to pay Clean Harbors for services under this agreement in accordance with the Rate Schedule dated April 18, 2018 ("Rates") attached hereto as Exhibit A with the condition the Town not pay more than \$33,188.60 (the "Contract Limit").

3. All other terms and conditions of the May 30, 2013 Agreement not amended by this First Amendment of Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Town of Simsbury has caused this First Amendment to Agreement to be executed in its name by the Town Manager, and the said Clean Harbors has caused this First Amendment to Agreement to be duly executed, this 6th day of June, 2018

TOWN OF SIMSBURY BY <u>Maria E. Capriola</u> Maria E. Capriola Town Manager Duly Authorized	CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. BY _____ Duly Authorized

PRESS RELEASE

Contact: Melissa A.J. Appleby
mappleby@simsbury-ct.gov
(860) 658-3230

Simsbury Selected as One of the Safest Municipalities in Connecticut

FOR IMMEDIATE RELEASE – June 6, 2018: For the third year in a row, the Town of Simsbury was recognized as one of the 20 safest cities in Connecticut by SafeWise, a private organization which provides consumers with resources and tools to help them choose appropriate security systems. According to the report, Simsbury ranked 8th out of Connecticut’s 20 “safest” municipalities. This ranking is based upon SafeWise’s review of FBI crime report statistics, including the number of violent crimes and property crimes, as well as population data. Violent crimes are defined as aggravated assault, murder, rape and robbery, while property crimes include burglary, arson, larceny theft and motor vehicle theft. The report can be found at the following link: <https://www.safewise.com/blog/safest-cities-connecticut/>.

SafeWise calculates crime rates on a per 1,000 population ratio to allow comparison with municipalities of different sizes. Simsbury’s violent crimes were 0.29 per 1,000 people, which is significantly lower than the national average of 3.86 per 1,000. Similarly, the Town’s property crimes were just 6.77 per 1,000 people, compared with the national average of 24.50 per 1,000.

Simsbury’s Police Department is accredited by the Commission on Accreditation for Law Enforcement Agencies (CALEA). Accreditation is a rigorous process that requires law enforcement agencies to adopt and maintain across-the-board best practices for policing.

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May 30, 2018

Jeffrey R. Gaudiosi, Esq.
Executive Secretary
Public Utilities Regulatory Authority
10 Franklin Square
New Britain, CT 06051

Re: Docket No. 18-05-xx – Application of Connecticut Natural Gas Corporation to Increase Its Rates and Charges – **Notice of Intent**

Dear Mr. Gaudiosi:

Pursuant to the Regulations of Connecticut State Agencies § 16-1-22(b), Connecticut Natural Gas Corporation ("CNG" or the "Company") herein provides notice that it intends to file an application with the Public Utilities Regulatory Authority ("Authority") for an increase in its rates and charges (the "CNG Application"). The CNG Application will propose to amend the Company's existing rate schedules effective January 1, 2019 to address a distribution revenue operating deficiency. The CNG Application will propose a three-year rate plan for the rate years 2019, 2020 and 2021, with amended rates designed to provide additional revenues of approximately \$16.5 million in 2019; an additional approximately \$10.3 million in 2020; and an additional approximately \$1.3 million in 2021, or a total over the three years of approximately \$28.1 million. The Company expects to file its rate application on or about June 29, 2018. The CNG Application will reflect the return to customers of the tax benefits resulting from the 2017 Tax Cuts and Jobs Act ("Tax Act"). In rate year 2019, those tax benefits will total over \$16 million.

The Company's last distribution rate application was filed in 2013 and resulted in a one-year rate plan for calendar year 2014. Since that time, the Company has provided customers with an extended period of rate stability, which included CNG's agreement to a rate freeze through 2017 as part of the UIL-Iberdrola USA merger. In fact, the Company's new rates to be proposed in the CNG Application will take effect one year beyond the end of that rate freeze. In addition, the Company provided a \$5.7 million one-time rate credit to its customers in March 2016 as part of its merger commitments. Beginning in 2018, CNG customers will receive additional rate credits from the merger of \$1.25 million annually over ten years (2018 – 2027).

The Company has operated without a rate change during this extended period by aggressively managing its expenses, cash flows, collection efforts and investment activities. However, even with these continued efforts, the Company now faces a revenue deficiency that requires it to request an increase in rates. CNG needs to adjust its rates on January 1, 2019 to ensure that the Company has sufficient financial strength and resources to continue to invest in critical energy infrastructure, to support the goals of the State of Connecticut's Comprehensive

Energy Strategy, to maintain safe and reliable operation of its distribution system in accordance with state and federal standards, and to continue to meet its public service obligations.

The CNG Application will demonstrate that the distribution revenue operating deficiency is due in large part to CNG's continuing capital investments. These investments are critical to maintain reliability and improve the safety of the gas distribution system by accelerating the replacement of leak-prone cast iron and bare steel pipes, and to expand and modernize the Company's Liquefied Natural Gas ("LNG") facility in Rocky Hill, Connecticut. The Company has made and continues to make the substantial level of capital investments in its system necessary to serve customers. The Company must recover the cost of these investments as well as the costs of continuing its capital program through the rate years 2019, 2020 and 2021. The CNG Application will also demonstrate that the Company has experienced normal increases in some of its operating expenses, and that these increases are offset in part by the implementation of the 2017 Tax Act.

The Company is providing copies of this notice by mail or personal delivery to the Governor of the State of Connecticut, the chief executive officers of every municipality located within CNG's franchise area, and the Office of Consumer Counsel. In addition, as required by R.C.S.A. §§ 16-1-22(b) and 16-1-53a, and by Paragraph 1.1 of the Authority's Standard Filing Requirements for Large Public Utility Companies, CNG provides the following information:

1. In its application, CNG will request the Authority to approve recovery of the following:
 - (a) A distribution operating revenue deficiency of approximately \$16.5 million for the 12-month rate year beginning January 1, 2019. This would represent an increase of approximately 4.3 percent over currently authorized overall revenues, and approximately 7.9 percent over currently authorized distribution revenues.
 - (b) An additional distribution operating revenue deficiency of approximately \$10.3 million for the 12-month rate year beginning January 1, 2020. This would represent an increase of approximately 2.6 percent over the previous year's proposed revenues, and approximately 4.6 percent over the previous year's proposed distribution revenues.
 - (c) An additional distribution operating revenue deficiency of \$1.3 million for the 12-month rate year beginning January 1, 2021. This would represent an increase of approximately 0.3 percent over the previous year's proposed revenues, and approximately 0.6 percent over the previous year's proposed distribution revenues.
2. The Company's application will result in various changes to CNG's tariffs and rate design. The exact nature of any changes will ultimately depend upon the nature of the allocations that the Authority determines in this and other related proceedings.

3. The service area to be included in the application consists of the 25 municipalities in the Company's franchise area.
4. A list of the municipalities to be included in the application and the names and addresses of the municipal chief executive officers to whom this notice was sent is shown in Exhibit A.
5. The test year is January 1, 2017 through December 31, 2017 and the date certain (test year end date) is December 31, 2017.

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in cursive script that reads "Anthony Marone". The signature is written in black ink and is positioned above the printed name.

Anthony Marone III

President – AVANGRID Connecticut and Massachusetts Operations
CEO, UIL Holdings Corporation

cc: The Honorable Dannel P. Malloy, Governor

Chief Elected Officials of:

Town of Avon	Town of Greenwich
Town of Berlin	City of Hartford
Town of Bloomfield	Town of Hebron
Town of Bolton	Town of Manchester
Town of Burlington	Town of Mansfield
Town of Canton	City of New Britain
Town of Coventry	Town of Newington
Town of East Granby	Town of Portland
Town of East Hampton	Town of Rocky Hill
Town of East Hartford	Town of Simsbury
Town of Farmington	Town of West Hartford
Town of Glastonbury	Town of Wethersfield
Town of Granby	Town of Windsor

Office of Consumer Counsel

EXHIBIT A

Town	Town Hall Address	Zip Code	Title	First	Last
Avon	60 West Main Street	06001	Town Manager	Brandon	Robertson
Berlin	240 Kensington Road	06037	Mayor	Mark	Kaczynski
Bloomfield	800 Bloomfield Avenue	06002	Mayor	Suzette	DeBeatham-Brown
Bolton	222 Bolton Center Road	06043	First Selectman	Sandra	Pierog
Burlington	200 Spielman Highway	06103	First Selectman	Ted	Shafer
Canton	91 Andrew Drive	06019	First Selectman	Leslee	Hill
Coventry	1712 Main Street	06238	Town Manager	John	Elsesser
East Granby	9 Center Street	06026	First Selectman	James	Hayden
East Hampton	20 East High Street	06424	Town Manager	Michael	Maniscalco
East Hartford	740 Main Street	06108	Mayor	Marcia	Leclerc
Farmington	1 Monteith Drive	06032	Town Manager	Kathleen	Eagen
Glastonbury	2155 Main Street	06033	Town Manager	Richard	Johnson
Granby	15 North Granby Road	06035	First Selectman	Scott	Kuhnly
Greenwich	101 Field Point Road	06830	First Selectman	Peter	Tesei
Hartford	550 Main Street	06103	Mayor	Luke	Bronin
Hebron	15 Gilead Street	06248	Town Manager	Andrew	Tierney
Manchester	41 Center Street	06045	Mayor	Jay	Moran
Mansfield	4 South Eagleville Road	06268	Town Manager	Derrik	Kennedy
New Britain	27 W Main Street	06051	Mayor	Erin	Stewart
Newington	131 Cedar Street	06111	Mayor	Roy	Zartarian
Portland	33 E Main Street	06480	First Selectman	Susan	Bransfield
Rocky Hill	761 Old Main Street	06067	Mayor	Joe	Kochanek
Simsbury	933 Hopmeadow Street	06070	First Selectman	Eric	Wellman
West Hartford	50 S Main Street	06107	Mayor	Shari	Cantor
Wethersfield	505 Silas Deane Highway	06109	Town Manager	Jeff	Bridges
Windsor	275 Broad Street	06095	Mayor	Donald	Trinks