



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 13, 2022 – 6:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

- a) Proposed Amendments to the Solid Waste Ordinance (Chapter 133)

PUBLIC AUDIENCE

- Participants can address the Board of Selectmen in person at the meeting-
- Email townmanager@simsbury-ct.gov by noon on Monday, June 13, 2022 to register to address the Board of Selectmen live through Zoom
- Written comments can be emailed to townmanager@simsbury-ct.gov. Written comments will not be read into the record, but forwarded to all Selectmen via email

PRESENTATIONS

- a) Juneteenth Proclamation
- b) Diversity, Equity, and Inclusion Council Update

FIRST SELECTMAN'S REPORT

TOWN MANAGER'S REPORT

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

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

SELECTMEN ACTION

- a) Proposed Amendments to the Solid Waste Ordinance (Chapter 133)
- b) Proposed Transfer Station Fee Schedule
- c) Accessible Parking Awareness Month
- d) Reappointment of Mike Berry as Emergency Management Director
- e) Tax Refund Requests
- f) Authorize the Board of Education to apply for a Connecticut school construction grant for the partial roof replacement projects at Tariffville elementary School and Central Elementary School; referral of the projects to the Public Building Committee and authorization of preparation of schematic drawings and specifications
- g) Supplemental Appropriation –Golf Equipment Purchase

- h) Supplemental Appropriation – Meadowood Barn Demolition
- i) Supplemental Appropriation Request – Simsbury Housing Authority
- j) Supplemental Appropriation Request – Non-Profit Grant Program
- k) Property Appraiser Classification
- l) IT Manager Job Description
- m) Youth and Family Social Worker Classification
- n) Successor Collective Bargaining Agreement Between the Town and CSEA Secretarial, Clerical, and Library Employees, July 1, 2019 – June 30, 2023
- o) Successor Collective Bargaining Agreement Between the Town and CSEA Supervisors, July 1, 2019 – June 30, 2023
- p) Recycling Committee Proposal

APPOINTMENTS AND RESIGNATIONS

- a) Recycling Committee Appointments

COMMUNICATIONS

- a) Memo from M. Capriola re: Public Gathering Permits, dated May 24, 2022

REVIEW OF MINUTES

- a) Regular Meeting of May 23, 2022

EXECUTIVE SESSION

- a) Pursuant to General Statutes Section 1-200(6)(D): Possible Purchase of a Parcel of Land (56 Wolcott Road)

ADJOURN

Following adjournment, the Board of Selectmen and staff will meet to discuss strategy with respect to collective bargaining.



Town of Simsbury

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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Public Hearing – Proposed Amendments to the Solid Waste Ordinance (Chapter 133)
2. **Date of Board Meeting:** June 13, 2022
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Thomas Roy, Director of Public Works/Town Engineer *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
No action is needed during the public hearing. Consideration of the proposed amendments is on the agenda under Selectmen action.
5. **Summary of Submission:**
At your May 23, 2022 meeting, the Board of Selectmen scheduled a public hearing to receive public comment on Proposed Amendments to the Solid Waste Ordinance (Chapter 133) at 6:00pm on Monday, June 13, 2022. This ordinance needs to be amended due to the Board of Selectmen authorizing the Town Manager to exercise the Town's opt-out provision of our agreement with MIRA. The proposed changes to Chapter 133 would remove any mention of the MIRA facility or having to dispose Simsbury waste or recyclables specifically at the MIRA facility.

The public hearing notice is attached.
6. **Financial Impact:**
Simsbury, as a subscription trash service community, has a level of protection from the impact of the future increase in tip fees, when compared with other communities. By moving away from MIRA, the belief is that our haulers can negotiate better terms than the \$116/ton currently being offered by MIRA.

Other increases in trash collection fees are still probable this year due to increases in fuel costs and inflation.
7. **Description of Documents Included with Submission:**
 - a) Public Hearing Notice
 - b) Proposed Revisions to Chapter 133 of the Town Code

**TOWN OF SIMSBURY
PUBLIC HEARING NOTICE**

**Public Hearing Date: Monday, June 13, 2022 at 6:00 p.m.
Amendments to the Solid Waste Ordinance (Simsbury Code of Ordinances, Chapter 133)**

Notice is hereby given pursuant to Section 404 of the Charter of the Town of Simsbury that the Board of Selectmen will hold a public hearing on Monday, June 13, 2022 at 6:00 p.m. in the Main Meeting Room of Town Hall, 933 Hopmeadow Street, Simsbury, CT 06070 to receive public comment concerning proposed amendments to the Solid Waste Ordinance (Simsbury Code of Ordinances, Chapter 133). Copies of the proposed ordinance can be found on the Town of Simsbury's website, www.simsbury-ct.gov on the Board of Selectmen's page. Hard copies are available at the Town Clerk's Office, 933 Hopmeadow Street, Simsbury, CT. Members of the public may address the Board of Selectmen live in-person, or they may email townmanager@simsbury-ct.gov by 12:00pm on June 13, 2022 to register to address the Board of Selectmen live through Zoom. Alternatively, members of the public may email statements to townmanager@simsbury-ct.gov by 12:00 p.m. on June 13, 2022 to have their comments read into the record at the hearing.

ARTICLE I
Storage, Collection and Disposal of Solid Waste

§ 133-1. Declaration of policy. [Amended 9-11-2017]

The accumulation, collection, removal and disposal of refuse shall be controlled by this municipality for the protection of the public health, safety and welfare. It is consequently found and declared that:

- A. This municipality is authorized by law to regulate the disposition of refuse generated within its boundaries and to collect a charge therefor and to license refuse collectors.
- B. This municipality is also authorized by Connecticut General Statutes Section 22a-220a to designate the area where refuse generated within its boundaries shall be disposed of.
- ~~C. This municipality has executed the municipal service agreement requiring it to cause all acceptable solid waste generated within its boundaries to be delivered to the Materials Innovation and Recycling Authority (MIRA).~~
- ~~D. The public health, safety and welfare of this municipality will be best served by requiring the delivery of acceptable solid waste to MIRA for processing into products which have an economic value.~~
- E. The enactment of this article is in furtherance of this municipality's approved regional Solid Waste Management Plan.

§ 133-2. Definitions. [Amended 9-11-2017]

The following terms shall have the following meanings:

ACCEPTABLE SOLID WASTE — Unwanted or discarded materials of the kind normally collected or disposed of, or caused to be collected or disposed of, by or on behalf of a municipality through private or municipal collection, and commercial, governmental and light industrial waste of which a municipality is required by state law to make provision for the safe and sanitary disposal, but not including in any case items designated for recycling, special handling waste or oversized bulky waste.

COLLECTOR — Any person who holds himself out for hire to collect refuse from residential, business, commercial or other establishments.

DIRECTOR — The Director of Public Works of the Town of Simsbury.

DISPOSAL CHARGE — That amount of money to be charged for solid waste or refuse disposal in accordance with this article.

HAZARDOUS WASTE — Pathological, biological, cesspool or other human wastes, human and animal remains, radioactive, toxic and other hazardous wastes which, according to federal, state or local rules or regulations from time to time in effect, require special handling in their collection, treatment or disposal, including those regulated under 42 U.S.C. §§ 6921 through 6925 and regulations thereunder adopted by the

United States Environmental Protection Agency pursuant to the Resource Conservation and Recovery Act of 1976, 90 Stat. 2806, 42 U.S.C. § 6901, such as cleaning fluids, crankcase oils, cutting oils, paints, acids, caustics, poisons, drugs, fine powdery earth used to filter cleaning fluid and refuse of similar nature.

~~MATERIALS INNOVATION AND RECYCLING AUTHORITY (MIRA) — A body politic and corporation constituting a public instrumentality and political subdivision of the State of Connecticut established under the Connecticut Solid Waste Management Services Act, Chapter 466e of the Connecticut General Statutes.~~

~~MID-CONNECTICUT PROJECT — The solid waste disposal and energy recovery and steam and electric facility ("facility"), available to this municipality pursuant to a municipal solid waste management services contract with MIRA, located at 300 Maxim Road, Hartford, Connecticut; the transfer stations approved for transfer of solid waste to the Mid-Connecticut Project; and the MIRA landfills provided for or designated by MIRA.~~

~~MUNICIPAL SERVICE AGREEMENT — The municipal solid waste management services agreement between MIRA and this municipality dated as of June 12, 2017.~~

OVERSIZED BULKY WASTE or OBW — White goods (major household appliances) and other unwanted or discarded materials which:

- A. Are the kinds not normally collected or disposed of, or caused to be collected or disposed of, by or on behalf of a municipality through private or municipal collection;
- B. ~~In the judgment of MIRA, reasonably exercised, cannot be processed in the facility because of size or noncombustibility;~~
- C. Would not constitute special handling waste under these definitions;
- D. May be disposed of in a bulky waste landfill holding a permit issued by the Connecticut Department of Environmental Protection under Section 19-524-8 of its regulations or any successor provision; and
- E. Are not too large to be deposited and stored at the Simsbury Bulky Waste and Recycling Center or transported to a landfill.

SOLID WASTE ORDINANCE — This Solid Waste Ordinance, as it may be amended from time to time, which consists of Chapter 133 of the Code, entitled "Solid Waste."

SPECIAL HANDLING WASTE —

- A. Hazardous waste.
- B. Dirt, concrete and other non-burnable construction material and demolition debris.
- C. Large items of machinery and equipment, such as motor vehicles and major components thereof (e.g., transmission, rear ends, springs, fenders), agricultural equipment, trailers and marine vessels and other items of waste exceeding six feet in any one of its dimensions or being in whole or part of a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight

inches could be contained within such solid mass portion, including, in the context of deliveries to the facility, OBW.

- D. Explosives, ordinance materials, oil, sludges, flammable substances, hazardous chemicals, tires and other materials the acceptance of which, ~~in the judgment of the MIRA, reasonably exercised~~, is likely to cause damage to or adversely affect the operation of ~~the a~~ facility or, in the judgment of the Director of Public Works of this municipality, reasonably exercised, is likely to cause damage to or adversely affect the operation of ~~the a~~ facility, constitute a threat to health or safety or violate or cause the violation of any applicable federal, state or local law, regulation or judicial or administrative decision or order.

~~§ 133-3. Designation of disposal area. [Amended 9-11-2017]~~

~~Pursuant to Connecticut General Statutes Section 22a-220a, the Board of Selectmen hereby designates the MIRA as the area where acceptable solid waste generated within the boundaries of Simsbury by residential, business, commercial or other establishments shall ultimately be disposed of. On and after the effective date of this chapter, each collector collecting any acceptable solid waste generated within the boundaries of this municipality shall deliver all such waste to the Mid-Connecticut Project located at 300 Maxim Road, Hartford, Connecticut.~~

§ 133-4. Disposal charges.

Any person delivering solid waste or refuse shall pay any disposal charge called for by this chapter ~~or by the municipal service agreement~~.

§ 133-5. Containers.

The owner of each premises in this municipality where acceptable solid waste or any other refuse is created or generated shall provide, at a suitable place upon such premises, sufficient containers for receiving and holding such acceptable solid waste during the intervals between collections. Such containers shall be maintained in good condition free of holes and fissures and shall be equipped with covers.

§ 133-6. Licensing and registration requirements. [Amended 9-11-2017]

No person other than those licensed by this municipality to perform such work and in accordance with the provisions of these regulations shall operate as a collector within this municipality. No refuse generated or collected from outside this municipality shall be disposed of under a license or registration issued pursuant to this article.

- A. Licensing and registration authority designated. The Director shall be the licensing and registration authority for collectors and vehicles and the containers used by them. The Director shall grant a license within a reasonable time following the filing of a proper application and payment of the prescribed unless he finds one or more of the following conditions to prevail:

- (1) The applicant has been irresponsible in the conduct of refuse collection and

hauling operations as evidenced by previous suspensions and/or revocations of licenses issued by this municipality or any other licensing authority in the State of Connecticut within three years prior to the application.

- (2) The applicant is in default in its obligations as a collector or has otherwise violated the provisions of this article.
 - (3) The applicant lacks suitable equipment available for registration hereunder with which to collect and transport acceptable solid waste in a safe and nuisance-free manner and in compliance with this article.
- B. License required. Each collector shall annually on or before July 1 apply for a license from the Director on such form as the Director shall prescribe to engage in the business of collection and transportation of acceptable solid waste and recyclables in this municipality.
- C. Registration term, fee and renewal. All registrations shall be issued for a term not to exceed one year and shall be renewable on or before the first day of July of each year.
- D. Each licensed collector who offers a solid waste collection service to **commercial and** residential properties within the Town of Simsbury must also offer an acceptable concurrent curbside recycling service to all residential customers.

§ 133-7. Revocation or suspension of license or registration.

- A. A license to engage in the business of a collector in this municipality ~~and to use the facility provided by this municipality in connection therewith~~ is a privilege, not a right. Failure to comply with the provisions of this chapter shall be grounds for revocation or suspension of any license or registration issued under the provisions of this chapter in addition to any other penalty imposable by law.
- B. Notice required. A revocation or suspension shall become effective five calendar days after issuance of a written notice by the Director.
- C. Request for review; filing; effect of failure to file. If a collector objects to the Director's action described in Subsection B above to revoke or suspend such collector's license or registration, he may, within the five calendar days of issuance of said notice, file a written request for review with the Town Manager at which review the collector may present evidence to attempt to demonstrate that he has not violated this article or that the penalty for the violation should be mitigated for good cause. Failure to file such timely request for review shall make the Director's action final and binding upon such collector. **[Amended 7-12-2021]**
- ~~D. Refusal of permission to use the facility. Notwithstanding anything to the contrary herein, the Director shall have the emergency power to refuse permission to a collector to use the facility when, in the Director's reasonable opinion, such collector has violated this chapter or any other applicable rule or regulation in such a manner as to cause an unreasonable risk to the health, safety and welfare of the citizens of~~

~~this municipality and/or those personnel working at the facility, which decision shall be reviewable in the manner described in Subsection C hereof, provided that the collector will be given the opportunity for review by the First Selectman within two business days of the Director's action upon a written request for such review by the collector.~~

§ 133-8. Administration; insurance requirements. [Amended 9-11-2017]

- A. The Director shall administer the licensing of any collector engaged in the collecting and transporting of refuse and recyclables in this municipality.

§ 133-9. Refuse collector's responsibilities and obligations. [Amended 9-11-2017]

- A. Place of delivery. Each collector shall deliver all acceptable solid waste collected within the territorial limits of this municipality to ~~the MIRA facility~~ an appropriate State licensed facility and pay the disposal charge to the facility. In no case shall a collector deliver any hazardous waste, oversized bulky waste or special handling waste to the facility.
- B. Failure to pay. A failure to pay charges of ~~the an MIRA~~ appropriate State licensed facility shall be grounds for revocation or suspension of a license and registration.
- C. Prohibition on delivery. No licensee shall deliver any acceptable solid waste generated within this municipality to any place other than ~~the an appropriate State licensed~~ facility, unless the facility is incapable of accepting acceptable solid waste at the time of delivery, in which event such acceptable solid waste shall be delivered to the place designated by ~~MIRA or~~ the Director. No collector may, under the license issued hereunder, deliver to the facility any refuse, including, without limitation, acceptable solid waste generated and/or collected outside the territorial limits of this municipality.
- D. Construction and maintenance of vehicles and containers. All vehicles used to collect and transport refuse shall be of a construction which will prevent liquid leaking out of the unit and shall be maintained free of obnoxious odors and accumulated refuse. All vehicles or container systems shall be equipped to meet ~~MIRA~~ requirements.
- E. Time of operation. Collectors may deposit acceptable solid waste at the facility only at times and on days as designated in ~~MIRA's~~ regulations.
- F. Spilled refuse. Collectors shall clean up immediately any refuse that may have been spilled when carrying or transferring refuse or when disposing of such refuse at the facility.

§ 133-10. Only acceptable solid waste to be delivered to facility.

No person shall deliver any refuse other than acceptable solid waste to ~~the an~~ appropriate State licensed facility.

§ 133-11. Penalties for offenses.

- A. Pursuant to Connecticut General Statutes Section 22a-220a(f), any collector who dumps more than one cubic foot in volume of refuse at one time in an area not designated for such disposal by this article shall, for a first violation, be liable for a civil penalty of \$1,000 for each violation and \$5,000 for a subsequent violation.
- B. Any collector who otherwise violates this article, and any other person or entity who violates this article, shall be liable for a civil penalty of \$100 for each violation.
- C. The imposition of the monetary penalties set forth herein shall not preclude the Town from seeking any other remedy, including but not limited to money damages and injunctive relief, as may be allowed by law.

Article II

Storage, Collection and Disposal of Recyclable Materials

§ 133-12 *Declaration of policy.*

[Amended 8-12-2013]

The accumulation, collection, removal, processing and sale of certain recyclable materials designated as such by the Connecticut Commissioner of Energy and Environmental Protection shall be controlled by this municipality for the protection of the public health, safety and welfare. It is consequently found and declared that:

- A. The Town of Simsbury ("the Town") is authorized by law to regulate the disposition of recyclable materials generated within its boundaries.
- B. The Town is also authorized by Connecticut General Statutes Section 22a-220a to designate the area where certain recyclable materials generated from residential properties within its boundaries shall be taken for processing and sale.
- C. The Town adopted an ordinance requiring all residential acceptable recyclable materials generated within its boundaries to be processed in accordance with that ordinance.
- D. The public health, safety and welfare of the Town will be best served by requiring that:
 - (1) Each person who generates solid waste from residential property within the Town separate from other solid waste the items designated for recycling by the Connecticut Commissioner of Environmental Protection pursuant to Subsection (a) of Section 22a-241 b of the Connecticut General Statutes; and
 - (2) Every other person who generates solid waste within the Town make provisions for the separation from other solid waste of the items so designated for recycling.

§ 133-13 *Definitions.*

[Amended 8-12-2013; 9-11-2017]

The following terms shall have the following meanings:

ACCEPTABLE RECYCLABLE MATERIALS

As set forth in the Town-approved recycling program, and as designated by the Connecticut Commissioner of Energy and Environmental Protection.

COLLECTOR

Any person who holds himself out to collect refuse or solid waste from residential, commercial or other establishments and is registered by the Town of Simsbury for this purpose.

DIRECTOR

The Director of Public Works of the Town.

ITEMS DESIGNATED FOR RECYCLING

- A. Those items of solid waste designated from time to time for recycling by the Connecticut Commissioner of Energy and Environmental Protection pursuant to Subsection (a) of Section 22a-241b of the Connecticut General Statutes, and plastic food and beverage containers, glass food and beverage containers and metal food and beverage containers, and such items as are required to be recycled by the Regulations of Connecticut State Agencies. By regulation published in the Connecticut Law Journal on March 28, 1989, as Section 22a-241b-2 of the Regulations of Connecticut State Agencies, the Commissioner of Environmental Protection designated, as of that time, the following items required to be recycled:
- (1) Corrugated cardboard.
 - (2) Glass food and beverage containers.
 - (3) Leaves.
 - (4) Metal food and beverage containers.
 - (5) Newspapers.
 - (6) Office paper.
 - (7) Scrap metal.
 - (8) Storage batteries.
 - (9) Waste oil.
- B. The term "items designated for recycling" herein shall include, without further action by the Town, any and all legally adopted additions made by the Commissioner of Environmental Protection to any designation of items for recycling made pursuant to said Section 22a-241b of the General Statutes.

~~**MATERIALS INNOVATION AND RECYCLING AUTHORITY (MIRA)**~~

~~A body politic and corporation constituting a public instrumentality and political subdivision of the State of Connecticut established under the Connecticut Solid Waste Management Services Act, Chapter 446e of the Connecticut General Statutes.~~

PERSON

Any individual, partnership, firm, association, corporation or other entity.

RESIDENTIAL DWELLING UNIT

A residential property building or a part of such a building designated for occupancy, and so occupied, by one or part of one family.

RESIDENTIAL PROPERTY

Real estate containing one or more dwelling units but shall not include hospitals, motels or hotels.

§ 133-14 Recycling required.

[Amended 8-12-2013]

Each person who generates solid waste from residential property within the boundaries of the Town shall separate from other solid waste the items designated for recycling, and every other person who generates solid waste within the boundaries of this municipality shall make provision for the separation from other solid waste of the items designated for recycling.

§ 133-15 Collection of certain items designated for recycling.

[Amended 8-12-2013]

The property owner shall provide for curbside collection from residential property of certain of the items designated for recycling generated from residential property located within its boundaries as follows:

- A. Glass food and beverage containers.
- B. Metal food and beverage containers.
- C. Plastic food and beverage containers.
- D. Newspapers and acceptable paper products.
- E. Corrugated cardboard.
- F. Other items designated for recycling and accepted by the Collector.

§ 133-16 Placement of recyclables for curbside collection.

[Amended 8-12-2013; 9-11-2017]

- A. Recyclable items to be collected pursuant to this section shall be placed in the recycling container as prescribed by the collector. No nonrecyclable materials shall be placed in any recycling container.
- B. On the applicable scheduled collection day, owners or occupants of residential dwelling units shall place their recycling containers for collection at curbside in the manner designated by their collector.
- C. In lieu of the residential property owners engaging the services of a curbside collector,

they may also dispose of the above-listed designated recyclables at the Simsbury Bulky Waste and Recycling Center.

§ 133-17 Other items designated for recycling from residential property.

[Amended 8-12-2013]

To the extent that the Collector does not provide for regular collection of the following items for recycling, persons who generate any such items designated for recycling from residential property within the boundaries of this municipality may bring such items (leaves, tires, office paper, scrap metal, electronics, storage batteries and waste oil), separated from each other and from other solid waste, to the Simsbury Bulky Waste and Recycling Center during its posted hours of operation; provided, however, that any such person who brings such items to the Recycling Center shall pay such applicable fee as is set forth in this article.

§ 133-18 Designation of disposal area; donation or sale of recyclables.

[Amended 8-12-2013]

- A. Pursuant to Section 22a-220a of the Connecticut General Statutes, the Board of Selectmen hereby designates the Simsbury Bulky Waste and Recycling Center as the place where items designated for recycling generated from residential property within its boundaries shall be taken by Town residents and/or entities located in Simsbury if not collected by a Collector pursuant to § **133-19** below of this article.
- B. Notwithstanding any other provisions of this article to the contrary, nothing contained in this article shall be deemed to prohibit any person from giving or selling items designated for recycling (including, without limitation, deposit beverage containers) generated by them directly to another person for lawful sale or processing of recyclables, whether for profit, not for profit or charitable purposes, provided that any such items designated for recycling shall not have previously been:
 - (1) Set out for collection pursuant to § **133-16** of this article; or
 - (2) Delivered to the Recycling Center.

§ 133-19 Collectors.

[Amended 8-12-2013; 9-11-2017]

- A. Collectors, as defined in this article, shall only operate in the Town under a registration for the collection of recyclables with the Town. Recycling collectors shall meet the same requirements as trash collectors as defined in § **133-6**.
- B. All collectors operating within the boundaries of this municipality registered by the Town of Simsbury as set forth in Subsection A above shall:
 - (1) Be prohibited from knowingly mixing other solid waste with items designated for recycling.
 - ~~(2) Take all items designated for recycling generated and collected from residential property within the boundaries of this municipality, separated from other solid waste,~~

~~for processing or sale, to MIRA for recycling.~~

- (3) Notify the Director of:
 - (a) The identity of any person from whom such Collector collects solid waste that the collector has reason to believe has discarded items designated for recycling in violation of this article or Section 22a-241b of the Connecticut General Statutes; and
 - (b) The grounds for such belief.
- (4) Upon the request of the Town, provide a warning notice, by such reasonable means and within such reasonable time as directed by the Director, to any person suspected by the collector or the Town of violating the separation requirements with respect to items designated for recycling.
- (5) Upon the request of this municipality, assist this municipality in identifying any person responsible for creating loads of solid waste containing significant quantities of items designated for recycling mixed with other solid waste.
- C. Items designated for recycling generated by nonresidential properties are not required to be delivered by collectors to a materials recovery facility, but may be marketed or disposed of privately as long as the recipient of the recyclables is a legal disposal facility.
- D. In compliance with Section 22a-208e of the Connecticut General Statutes, owners or operators of resource recovery facilities and recycling facilities must furnish the Town a copy of all information pertaining to the municipality on a quarterly basis, including recycled quantities, in an itemized breakdown form acceptable to the Director.

§ 133-20 Disposal charges.

[Amended 8-12-2013]

Any person delivering items of recyclable material to a materials recovery facility pursuant to § 133-19 of this article shall pay any disposal charge called for by the materials recovery facility.

§ 133-21 Ownership of items designated for recycling; prohibition against scavenging.

[Amended 8-12-2013]

Upon the placement of items designated for recycling generated from residential property into a recycling container provided by the Collector, such items designated for recycling shall become the property of the permitted hauler once collected from curbside municipality, and it shall be prohibited for any person, other than the person who placed such items in the container and authorized agents of the municipality acting in the course of their employment, to collect, pick up or remove from the containers, or cause to be collected, picked up or removed from the containers any such items designated for recycling. It shall be also prohibited for any person, other than authorized agents of this municipality acting in the course of their employment, to collect, pick up or remove from the recycling center any items designated for recycling

that have been delivered to the recycling center.

§ 133-22 Mixing of recyclables with other solid waste prohibited.

[Amended 8-12-2013]

It shall be prohibited for any Collector knowingly to mix any items designated for recycling with other solid waste generated within the boundaries of this municipality. It shall be prohibited for any Collector knowingly to deliver to a Materials Recovery Facility any items designated for recycling mixed with other solid waste.

§ 133-23 Simsbury Bulky Waste and Recycling Center.

[Amended 9-11-2017]

- A. The Center, located on property owned by the Town of Simsbury on the easterly side of Wolcott Road, shall be designated as the "Town of Simsbury Bulky Waste and Recycling Center," hereinafter referred to as the "Center."
- B. The Center shall be used for the disposal of bulky wastes, grass clippings, brush and tree trimmings, white goods, scrap metal and scrap tires, designated recyclable materials and other items deemed appropriate for disposal at the Center.
- C. Use of the Center shall be limited to:
 - (1) Residents of the Town of Simsbury;
 - (2) Business, commercial, industrial and institutional entities located in the Town of Simsbury; and
 - (3) Persons or entities engaged in the handling of disposal materials, but only to the extent that the materials to be disposed of were generated within the Town of Simsbury.
- D. The Department of Public Works or the contracted facility operator under the authority of the Director is hereby empowered to issue user permits in accordance with this article. No disposal of matter shall be made at the Center unless the person or entity so disposing has been issued a valid user permit.
- E. Each resident and owner or manager of business, commercial, industrial or institutional entities and multifamily dwelling units located in Simsbury shall be responsible for disposing in a legally permitted manner any matter that cannot be disposed of at the center.
- F. The Town of Simsbury reserves the right to refuse access to the Center to any resident, entity or commercial collector when it appears that the proposed user is violating this article.

§ 133-24 Access to dropoff recycling facility.

[Amended 9-11-2017]

- A. Acceptable materials.
 - (1) The following recyclables and items designated for recycling, as outlined in § 133-15,

separated according to item, may be brought to the Center located on Wolcott Road in Simsbury, in quantities not greater than normally generated by family households:

- (a) Office paper.
- (b) Waste oil.
- (c) Batteries.
- (d) Leaves.
- (e) Scrap metal and white goods.
- (2) Quantities generated by commercial entities greater than those normally generated by family households will not be accepted. This service is intended to serve the residential and small-office generator.
- B. Oversized bulky waste accepted shall be items such as demolition materials, yard waste, grass, wood, masonry, rock, furniture and carpets. No tree stumps, mixed solid waste, paint cans or hazardous waste shall be permitted.
- C. Small items that fit in a trash barrel, as well as paper and cardboard boxes that are wet or contaminated, shall not be accepted. They should be disposed of with garbage.
- D. Plastic bags shall be emptied at proper disposal areas based on contents and empty bags returned to the resident to be disposed of with garbage. No plastic bags containing anything being disposed of may be left at the Center.
- E. Paint shall be disposed of at the facility in accordance with the Connecticut Paint Stewardship Plan as administered by CT DEEP.
- F. A compost area is established at the Center for dropoff of leaves by individual residents. Once each fall, the Town of Simsbury shall collect curbside leaves in accordance with requirements and a schedule established by the Department of Public Works.

§ 133-25 Provisions governing the use of Bulky Waste and Recycling Center.

[Amended 9-11-2017]

- A. The Center shall be open at reasonable times convenient for residents. The Director of Public Works and the contracted facility operator will post annual operating hours. ~~Effective November 1, 1988, the Center shall be open on Wednesday and Saturday from 8:00 a.m. to 3:00 p.m. and three Sundays in the spring and the fall. The Sunday openings shall be established by the Director of Public Works and properly publicized to private and commercial users. With a recommendation from the Director of Public Works, a number of days may be added or deleted at the discretion of the Chief Executive Officer of the Town of Simsbury.~~
- B. Personal vehicles registered to a resident of the Town of Simsbury shall require permits for use of the Center. Permits may be obtained at the facility during normal business hours upon proper proof of residency and presentation of vehicle registration.

- C. Each permittee shall display its vehicle permit decal on the driver's side of its windshield or window.
- D. Upon entering the Center, each permittee shall stop at the attendant's booth for inspection and instructions prior to depositing any items or materials at the Center and make payment of any fees that may be due.
- E. Any vehicle seeking access to the Center shall have its contents secured in such a manner as to ensure that no materials shall blow from or fall off the vehicle while it is transporting items to the Center.
- F. Disposal of trash and recyclables other than by the approved methods may be subject to a penalty as defined in § **133-27**.
- G. The only activity that shall be conducted within the Center is the disposal of matter identified in this article, as the same may be amended from time to time, or the conduct of official business by or with Center personnel. No person shall enter or remain on the premises of the Center for the purposes of conducting, or shall conduct, any other activity upon the premises of the Center, except that all persons may enter upon the premises of the Center for petitioning and free speech or other activities within the area designated by the Board of Selectmen at its meeting of May 18, 1992.

§ 133-26 Fees.

[Amended 4-26-1999]

Fees shall be charged for vehicle classes and materials to be disposed of, as may be established from time to time by the Board of Selectmen.

§ 133-27 Penalties for offenses.

[Amended 8-12-2013]

- A. Pursuant to Connecticut General Statutes Section 22a-220a(f), any Collector who knowingly mixes other solid waste with items designated for recycling in violation of § **133-13** of this article shall, for a first violation, be liable for a civil penalty of \$1,000 and \$5,000 for a subsequent violation.
- B. Pursuant to Section 2 of Connecticut Public Act No. 90-249, any commercial establishment that fails to make provision for the separation from other solid waste of the items designated for recycling in violation of § **133-14** of this article shall be liable for a civil penalty of \$500 for each violation.
- C. Any collector or commercial establishment that otherwise violates this article and any other person who violates this article shall be liable for a penalty of \$100 for each violation.
- D. The imposition of the monetary penalties set forth herein shall not preclude the municipality from seeking any other remedy, including but not limited to money damages and injunctive relief, as may be allowed by law.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Juneteenth Proclamation
2. **Date of Board Meeting:** June 13, 2022
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Wendy Mackstutis, First Selectman
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen is in support of the attached proclamation, the following motion is in order:

Move, effective June 13, 2022, to endorse a Proclamation in honor of Juneteenth.

5. **Summary of Submission:**
Juneteenth honors the end of slavery in the United States by marking the anniversary of federal troops taking control of Texas in 1865 after the end of the Civil War. Juneteenth became a federally recognized holiday in June 2021. It is important to recognize the history and understand why Juneteenth is celebrated across the country.

The Simsbury Diversity, Equity and Inclusion Council has planned a Juneteenth event for Sunday, June 19th from 1-4pm at the Simsbury Public Library. All are welcome.

6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Proclamation in Honor of Juneteenth

**Town of Simsbury
Juneteenth Proclamation**

Whereas, the residents, businesses, and Town of Simsbury, Connecticut are firmly committed to promoting diversity, equity, and inclusion, along with celebrating the cultural traditions of community; and

Whereas, on June 19th, 1865, Union soldiers led by Major General Gordon Granger, arrived in Galveston, Texas to enforce the Emancipation Proclamation – signed by President Lincoln over two and a half years prior on September 22, 1862 – and freed all remaining enslaved people in the state of Texas; and

Whereas, Juneteenth, which combines the words June and Nineteenth, is a worldwide celebration which commemorates the end of slavery in the United States of America; and

Whereas, initially a regional celebration popular in Texas, Juneteenth grew to become a national event during which African American communities gathered to share in the spirit of the day, featuring outdoor activities, food, prayer services

Whereas, the Town of Simsbury will hold a Juneteenth celebration at the Simsbury Public Library on June 19, 2022, bringing a greater awareness of this holiday and its significance in African-American History and in the heritage of our community and our nation; and

Now therefore, I, First Selectman Wendy Mackstutis call upon our community to join in this celebration marking the emancipation of Black Americans in the Confederate states that followed the end of the Civil War, as Juneteenth not only commemorates the past, but it also calls us to action today; and

IN WITNESS THEREOF, I hereby provide my signature and Town of Simsbury seal on this day 13th day of June 2022.

Wendy Mackstutis
First Selectman



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Simsbury Diversity, Equity and Inclusion Council Update
2. **Date of Board Meeting:** June 13, 2022
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Kristen Formanek, Director of Community and Social Services; Cheryl Cook, Simsbury DEI Council; Nicole Kodak, Simsbury DEI Council; Rebekah Hatch, Simsbury DEI Council
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
This presentation is informational.
5. **Summary of Submission:**
Since their last update to the Board of Selectmen the SPIRIT Council has rebranded to the Simsbury Diversity, Equity and Inclusion Council. Tonight, Cheryl Cook, Nicole Kodak and Rebekah Hatch will be updating the Board of Selectmen on their work since their last update.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
a) Presentation Slides

Simsbury DEI Council

UPDATE: Spring 2022



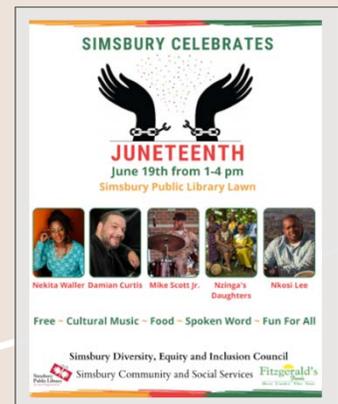
Meeting of the Town of Simsbury Board of Selectmen
Monday, June 13, 6:00pm

EVENTS

- 17 Let's Talk Events
- SeptemberFeast 2021
- Second annual Juneteenth Celebration (in-person)
- Historical Awareness of Race Series (5 sessions, SCTV)
- Launched IG! * Need support linking IG and FB accounts
- 2022/23: Quarterly, "People Library," Juneteenth (SMPAC)

OUTREACH

- Community organizations
- Supporting Housing SC outreach for stakeholder meetings and survey



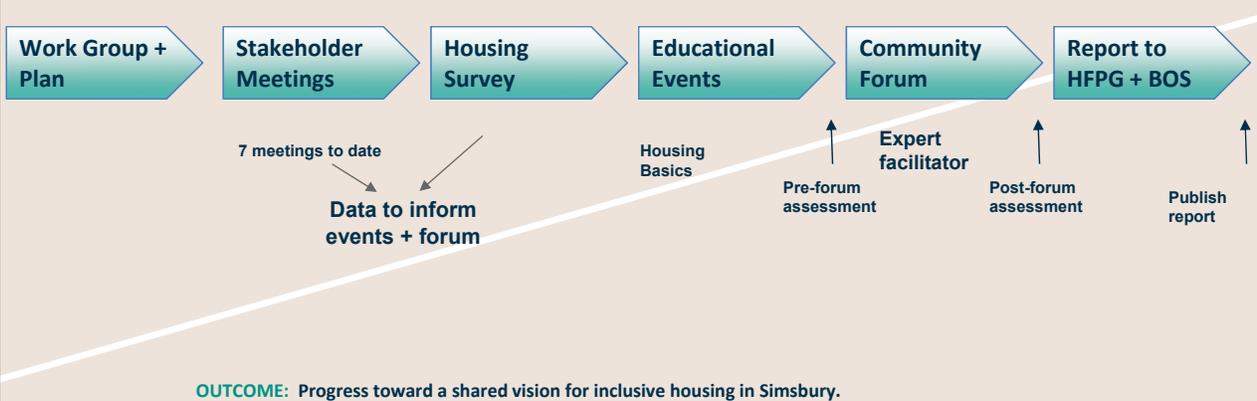
Simsbury DEI Council Housing Subcommittee

Sara Batchelder, Jackie Battos, Rick Brush,
Chari Chester-Anderson, Mario Chiappetti,
Carol Clark-Flanagan, Cheryl Cook, Nicole
Kodak, Ed LaMontagne



HOUSING

Dec. 2021: HFPG Grant for Public Engagement in Inclusive Housing



NEXT STEPS & BOS SUPPORT

EVENTS

- * Support linking IG and FB accounts
- * Juneteenth 2022 - First Selectwoman Juneteenth Declaration!
- * Juneteenth 2023 - off-cycle funds
- * Budget request for 2023/24
- * Guidance on category for budget request



OUTREACH

- PTOs, Faith communities in + outside of Simsbury

HOUSING

- Stakeholder meetings and survey
- Educational Event
- * Community Forum - BOS and Town officials please attend
- Report to HFPG and recommendations to BOS

Simsbury DEI Council Data Subcommittee

Rick Brush, Meg Evans, Mary-Margaret Girgenti,
Tenesha Grant, Rebekah Hatch, Alex Reger



WHERE WE'VE BEEN:

Overview

- Tuning into qualitative data opportunities, namely Let's Talk events: what are we learning, what are we hearing, what information do folks need for ongoing DEI conversations to be successful?
- Working to establish goals, clarify our needs - what are other towns doing? How does that help us clarify what *we/Simsbury* needs? What do our own experiences tell us about DEI needs in Simsbury?
- September 2020: Town Board of Selectmen passes a resolution declaring racism a public health crisis. This resolution calls on the Town to:
 - Set clear goals and objectives and improve the quality and analysis of the data the Town collects to assess progress; and
 - Capitalize on opportunities to further advance racial equity in education, in housing, in health, in food security, and in criminal justice.



This resolution clarifies the priorities specifically for the Data Subcommittee: education, housing, health, food security & criminal justice.

WHERE WE'VE BEEN: First round of funding

- **December 2020/January 2021:** Submitted funding request for FY 21-22
- **Early Spring 2021:** Approved for mid-cycle (FY 20-21) funding (\$3,000)
- **March - July 2021:** Draft, finalize and submit SOW and contract with the Town; and DataHaven & Health Equity Solutions
- **October 2021:** Data Subcommittee meets with DataHaven/Health Equity Solutions
- **November 2021:** Final recommendations submitted
- **March 2022:** Report shared with Melissa Appleby/Town of Simsbury



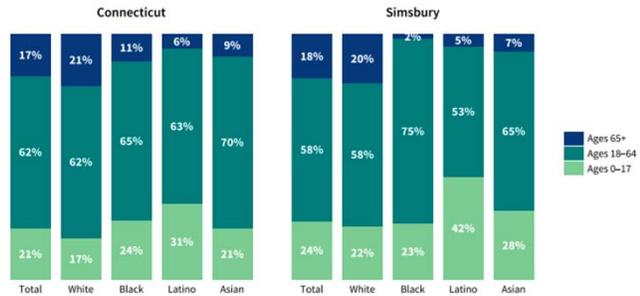
FINAL REPORT: HIGHLIGHTS

TABLE 2: POPULATION BY RACE/ETHNICITY, 2020

Area	White		Black		Latino		Asian		Native American		Other race/ethnicity	
	Count	Share	Count	Share	Count	Share	Count	Share	Count	Share	Count	Share
Connecticut	2,279,232	63%	360,937	10%	623,293	17%	170,459	5%	6,404	<1%	165,619	5%
PUMA 0900303	113,936	69%	17,371	10%	13,124	8%	13,823	8%	154	<1%	7,495	5%
Simsbury	20,341	83%	516	2%	1,335	5%	1,284	5%	<50	N/A	1,028	4%

As Connecticut's predominantly white Baby Boomers age, younger generations are driving the state's increased racial and ethnic diversity. Black and Latino populations in particular skew much younger than white populations.

FIGURE 2: POPULATION BY RACE/ETHNICITY AND AGE GROUP, 2019



Note: Only groups with at least 50 residents shown.

FINAL REPORT: HIGHLIGHTS

RECOMMENDATIONS

Next step recommendations made across the six (6) identified priority areas.

- Conduct a revamp of the SeptemberFeast survey that would collect demographic data such as race and ethnicity.
- Partner with the police department to get disaggregated data on the demographics of incident reports, arrests, traffic stops, call response rates, etc.
- Reach out to schools to get data on demographics of free and reduced school lunch plans as a proxy measure for food insecurity.
- Examine the density of primary care services and specialty care services such as oral health or behavioral health as compared to the population to determine if there is a shortage of providers or if they are just located in difficult to access places.
- Conduct focus groups/qualitative interviews with non-residents to learn why they chose other towns (affordability, diversity, economic opportunity, schools, etc).

FINAL REPORT: HIGHLIGHTS

SUGGESTED RESOURCES

[Simsbury 2021 Equity Profile -DataHaven](#) - A report of various equity indicators, including metrics related to housing, education, economy, income & wealth, health, civic life & community conversation, and environment & sustainability that are specific to the town of Simsbury.

[Racial Equity Toolkit: An Opportunity to Operationalize Equity – Local and Regional Government Alliance on Race & Equity](#)
A toolkit for local, regional, and state governments to embed racial equity within all processes, programs, and policies. It provides a set of steps on how to evaluate policies using a racial equity lens.

[A Blueprint for Changemakers: Achieving Health Equity Through Law and Policy – Change Lab Solutions](#)
A guide to local policy changes that will create healthy, equitable communities. It provides legal and policy strategies and best practices to promote health equity.

[What Works for Health – CountyHealthRankings.Org](#)
A curated site of various policies and strategies to address health equities by sector that are evaluated by the strength of their evidence base.

WHERE WE'RE UP TO...more generally

- Staying connected to existing events and spaces where work is being done around DEI issues.
- Connecting/meeting with the DEI work and groups in other towns (eg, Decatur, GA; Montgomery, OH; Glastonbury; Avon; Farmington)
- Informally collecting & sharing qualitative observations during town- & DEI Council-sponsored events and conversations.
- Created a very basic survey assessing perception around inclusivity for SeptemberFeast. Received and analyzed 218 responses.
- Providing analytical and procedural support to the Housing Subcommittee as their survey results come in.



WHERE WE'RE GOING: Next round of funding

Based on the recommendations in the report from DataHaven & Health Equity Solutions, the Data Subcommittee began taking steps to engage experts in a much larger-in-scope data collection project.



- **FY 21-22** Received \$22,000 in fund from the Town for a larger-in-scope data collection project.
- **Spring 2022** drafted an RFQ for the next phase of funding.
- **Early May 2022** submitted a final draft to the Town Manager's office. *Asking for support to move forward with posting the RFQ as soon as possible.

DEI Council Data/Audit Subcommittee Purpose: To gather data and assess progress toward Diversity, Equity and Inclusion (DEI) goals developed by the Simsbury DEI Council



DEI Council working with:

- *Community members/those most impacted*
- *Town partners/stakeholders that can implement actions*
- *Data consultants, subject matter experts, other towns, state*

WHAT TO ANTICIPATE



DATA

- A much larger scale data collection initiative/project that involves representation across the Town, especially cognizant of our need to work harder and intentionally to include voices that often aren't included/represented.
- * Requesting support to move RFQ process forward quickly
- * Using the baselines established in this project, Data Subcommittee members will work with the Steering Committee and town leaders to establish DEI-related goals.
- * Funding needs going forward - based on what we know now - should anticipate repeated data collection projects to measure movement against our established baselines.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Amendments to the Solid Waste Ordinance (Chapter 133)
2. **Date of Board Meeting:** June 13, 2022
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Thomas Roy, Director of Public Works/Town Engineer *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
The Board of Selectmen has two options for action regarding the proposed amendments to the Solid Waste Ordinance depending on whether or not the Board needs additional time to consider public comment received at the public hearing:
 - A. *Option A:* Further consider public comment received at the public hearing and table taking action on the ordinance until a future date.
 - B. *Option B:* Take action on the proposed revisions to the ordinance at this evening's meeting.

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

Move, effective June 13, 2022, to table the proposed Amendments to the Solid Waste Ordinance (Chapter 133) to the next regularly scheduled Board of Selectmen meeting on May 23, 2022.

If the Board supports Option B, and is in support of the revisions to the ordinance as presented, the following motion is in order:

Move, effective June 13, 2022, to adopt the proposed revisions to the Solid Waste Ordinance (Chapter 133) 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:**
At your May 23, 2022 meeting, the Board of Selectmen scheduled a public hearing to receive public comment on Proposed Amendments to the Solid Waste Ordinance (Chapter 133) at 6:00pm on Monday, June 13, 2022. This ordinance needs to be amended due to the Board of Selectmen authorizing the Town Manager to exercise the Town's opt-out provision in our agreement with MIRA. The proposed changes to Chapter 133 would remove any mention of the MIRA facility or having to dispose Simsbury waste or recyclables specifically at the MIRA facility.

The Town Attorney has reviewed the draft ordinance amendments as presented. Section 404 of the Town Charter sets forth the requirements for a public hearing on and publication of an ordinance. The Board of Selectmen is required to have at least one public hearing on a new or amended ordinance, which was held earlier this evening. We are required to give at least 7 days' notice in a newspaper having general circulation in the town. The Town Clerk also posts the notice in a public place, and copies of the ordinance must be available at the Town Clerk's Office. We also post the ordinance on the Town's webpage. A second hearing must be held if substantive changes are made to the ordinance (as determined by Town Counsel).

Once the amendments to the ordinance are 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 needs to approve use of a summary. The ordinance would become effective on the twenty-first day after final publication.

6. Financial Impact:

Simsbury, as a subscription trash service community, has a level of protection from the impact of the future increase in tip fees, when compared with other communities. By moving away from MIRA, the belief is that our haulers can negotiate better terms than the \$116/ton currently being offered by MIRA.

Other increases in trash collection fees are still probable this year due to increases in fuel costs and inflation

7. Description of Documents Included with Submission:

a) Proposed Revisions to Chapter 133 of the Town Code

ARTICLE I
Storage, Collection and Disposal of Solid Waste

§ 133-1. Declaration of policy. [Amended 9-11-2017]

The accumulation, collection, removal and disposal of refuse shall be controlled by this municipality for the protection of the public health, safety and welfare. It is consequently found and declared that:

- A. This municipality is authorized by law to regulate the disposition of refuse generated within its boundaries and to collect a charge therefor and to license refuse collectors.
- B. This municipality is also authorized by Connecticut General Statutes Section 22a-220a to designate the area where refuse generated within its boundaries shall be disposed of.
- ~~C. This municipality has executed the municipal service agreement requiring it to cause all acceptable solid waste generated within its boundaries to be delivered to the Materials Innovation and Recycling Authority (MIRA).~~
- ~~D. The public health, safety and welfare of this municipality will be best served by requiring the delivery of acceptable solid waste to MIRA for processing into products which have an economic value.~~
- E. The enactment of this article is in furtherance of this municipality's approved regional Solid Waste Management Plan.

§ 133-2. Definitions. [Amended 9-11-2017]

The following terms shall have the following meanings:

ACCEPTABLE SOLID WASTE — Unwanted or discarded materials of the kind normally collected or disposed of, or caused to be collected or disposed of, by or on behalf of a municipality through private or municipal collection, and commercial, governmental and light industrial waste of which a municipality is required by state law to make provision for the safe and sanitary disposal, but not including in any case items designated for recycling, special handling waste or oversized bulky waste.

COLLECTOR — Any person who holds himself out for hire to collect refuse from residential, business, commercial or other establishments.

DIRECTOR — The Director of Public Works of the Town of Simsbury.

DISPOSAL CHARGE — That amount of money to be charged for solid waste or refuse disposal in accordance with this article.

HAZARDOUS WASTE — Pathological, biological, cesspool or other human wastes, human and animal remains, radioactive, toxic and other hazardous wastes which, according to federal, state or local rules or regulations from time to time in effect, require special handling in their collection, treatment or disposal, including those regulated under 42 U.S.C. §§ 6921 through 6925 and regulations thereunder adopted by the

United States Environmental Protection Agency pursuant to the Resource Conservation and Recovery Act of 1976, 90 Stat. 2806, 42 U.S.C. § 6901, such as cleaning fluids, crankcase oils, cutting oils, paints, acids, caustics, poisons, drugs, fine powdery earth used to filter cleaning fluid and refuse of similar nature.

~~MATERIALS INNOVATION AND RECYCLING AUTHORITY (MIRA) — A body politic and corporation constituting a public instrumentality and political subdivision of the State of Connecticut established under the Connecticut Solid Waste Management Services Act, Chapter 466e of the Connecticut General Statutes.~~

~~MID-CONNECTICUT PROJECT — The solid waste disposal and energy recovery and steam and electric facility ("facility"), available to this municipality pursuant to a municipal solid waste management services contract with MIRA, located at 300 Maxim Road, Hartford, Connecticut; the transfer stations approved for transfer of solid waste to the Mid-Connecticut Project; and the MIRA landfills provided for or designated by MIRA.~~

~~MUNICIPAL SERVICE AGREEMENT — The municipal solid waste management services agreement between MIRA and this municipality dated as of June 12, 2017.~~

OVERSIZED BULKY WASTE or OBW — White goods (major household appliances) and other unwanted or discarded materials which:

- A. Are the kinds not normally collected or disposed of, or caused to be collected or disposed of, by or on behalf of a municipality through private or municipal collection;
- B. ~~In the judgment of MIRA, reasonably exercised, cannot be processed in the facility because of size or noncombustibility;~~
- C. Would not constitute special handling waste under these definitions;
- D. May be disposed of in a bulky waste landfill holding a permit issued by the Connecticut Department of Environmental Protection under Section 19-524-8 of its regulations or any successor provision; and
- E. Are not too large to be deposited and stored at the Simsbury Bulky Waste and Recycling Center or transported to a landfill.

SOLID WASTE ORDINANCE — This Solid Waste Ordinance, as it may be amended from time to time, which consists of Chapter 133 of the Code, entitled "Solid Waste."

SPECIAL HANDLING WASTE —

- A. Hazardous waste.
- B. Dirt, concrete and other non-burnable construction material and demolition debris.
- C. Large items of machinery and equipment, such as motor vehicles and major components thereof (e.g., transmission, rear ends, springs, fenders), agricultural equipment, trailers and marine vessels and other items of waste exceeding six feet in any one of its dimensions or being in whole or part of a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight

inches could be contained within such solid mass portion, including, in the context of deliveries to the facility, OBW.

- D. Explosives, ordinance materials, oil, sludges, flammable substances, hazardous chemicals, tires and other materials the acceptance of which, ~~in the judgment of the MIRA, reasonably exercised~~, is likely to cause damage to or adversely affect the operation of ~~the a~~ facility or, in the judgment of the Director of Public Works of this municipality, reasonably exercised, is likely to cause damage to or adversely affect the operation of ~~the a~~ facility, constitute a threat to health or safety or violate or cause the violation of any applicable federal, state or local law, regulation or judicial or administrative decision or order.

~~§ 133-3. Designation of disposal area. [Amended 9-11-2017]~~

~~Pursuant to Connecticut General Statutes Section 22a-220a, the Board of Selectmen hereby designates the MIRA as the area where acceptable solid waste generated within the boundaries of Simsbury by residential, business, commercial or other establishments shall ultimately be disposed of. On and after the effective date of this chapter, each collector collecting any acceptable solid waste generated within the boundaries of this municipality shall deliver all such waste to the Mid-Connecticut Project located at 300 Maxim Road, Hartford, Connecticut.~~

§ 133-4. Disposal charges.

Any person delivering solid waste or refuse shall pay any disposal charge called for by this chapter ~~or by the municipal service agreement~~.

§ 133-5. Containers.

The owner of each premises in this municipality where acceptable solid waste or any other refuse is created or generated shall provide, at a suitable place upon such premises, sufficient containers for receiving and holding such acceptable solid waste during the intervals between collections. Such containers shall be maintained in good condition free of holes and fissures and shall be equipped with covers.

§ 133-6. Licensing and registration requirements. [Amended 9-11-2017]

No person other than those licensed by this municipality to perform such work and in accordance with the provisions of these regulations shall operate as a collector within this municipality. No refuse generated or collected from outside this municipality shall be disposed of under a license or registration issued pursuant to this article.

- A. Licensing and registration authority designated. The Director shall be the licensing and registration authority for collectors and vehicles and the containers used by them. The Director shall grant a license within a reasonable time following the filing of a proper application and payment of the prescribed unless he finds one or more of the following conditions to prevail:

- (1) The applicant has been irresponsible in the conduct of refuse collection and

hauling operations as evidenced by previous suspensions and/or revocations of licenses issued by this municipality or any other licensing authority in the State of Connecticut within three years prior to the application.

- (2) The applicant is in default in its obligations as a collector or has otherwise violated the provisions of this article.
 - (3) The applicant lacks suitable equipment available for registration hereunder with which to collect and transport acceptable solid waste in a safe and nuisance-free manner and in compliance with this article.
- B. License required. Each collector shall annually on or before July 1 apply for a license from the Director on such form as the Director shall prescribe to engage in the business of collection and transportation of acceptable solid waste and recyclables in this municipality.
- C. Registration term, fee and renewal. All registrations shall be issued for a term not to exceed one year and shall be renewable on or before the first day of July of each year.
- D. Each licensed collector who offers a solid waste collection service to **commercial and** residential properties within the Town of Simsbury must also offer an acceptable concurrent curbside recycling service to all residential customers.

§ 133-7. Revocation or suspension of license or registration.

- A. A license to engage in the business of a collector in this municipality ~~and to use the facility provided by this municipality in connection therewith~~ is a privilege, not a right. Failure to comply with the provisions of this chapter shall be grounds for revocation or suspension of any license or registration issued under the provisions of this chapter in addition to any other penalty imposable by law.
- B. Notice required. A revocation or suspension shall become effective five calendar days after issuance of a written notice by the Director.
- C. Request for review; filing; effect of failure to file. If a collector objects to the Director's action described in Subsection B above to revoke or suspend such collector's license or registration, he may, within the five calendar days of issuance of said notice, file a written request for review with the Town Manager at which review the collector may present evidence to attempt to demonstrate that he has not violated this article or that the penalty for the violation should be mitigated for good cause. Failure to file such timely request for review shall make the Director's action final and binding upon such collector. **[Amended 7-12-2021]**
- ~~D. Refusal of permission to use the facility. Notwithstanding anything to the contrary herein, the Director shall have the emergency power to refuse permission to a collector to use the facility when, in the Director's reasonable opinion, such collector has violated this chapter or any other applicable rule or regulation in such a manner as to cause an unreasonable risk to the health, safety and welfare of the citizens of~~

~~this municipality and/or those personnel working at the facility, which decision shall be reviewable in the manner described in Subsection C hereof, provided that the collector will be given the opportunity for review by the First Selectman within two business days of the Director's action upon a written request for such review by the collector.~~

§ 133-8. Administration; insurance requirements. [Amended 9-11-2017]

- A. The Director shall administer the licensing of any collector engaged in the collecting and transporting of refuse and recyclables in this municipality.

§ 133-9. Refuse collector's responsibilities and obligations. [Amended 9-11-2017]

- A. Place of delivery. Each collector shall deliver all acceptable solid waste collected within the territorial limits of this municipality to ~~the MIRA facility~~ an appropriate State licensed facility and pay the disposal charge to the facility. In no case shall a collector deliver any hazardous waste, oversized bulky waste or special handling waste to the facility.
- B. Failure to pay. A failure to pay charges of ~~the an MIRA~~ appropriate State licensed facility shall be grounds for revocation or suspension of a license and registration.
- C. Prohibition on delivery. No licensee shall deliver any acceptable solid waste generated within this municipality to any place other than ~~the an appropriate State licensed~~ facility, unless the facility is incapable of accepting acceptable solid waste at the time of delivery, in which event such acceptable solid waste shall be delivered to the place designated by ~~MIRA or~~ the Director. No collector may, under the license issued hereunder, deliver to the facility any refuse, including, without limitation, acceptable solid waste generated and/or collected outside the territorial limits of this municipality.
- D. Construction and maintenance of vehicles and containers. All vehicles used to collect and transport refuse shall be of a construction which will prevent liquid leaking out of the unit and shall be maintained free of obnoxious odors and accumulated refuse. All vehicles or container systems shall be equipped to meet ~~MIRA~~ requirements.
- E. Time of operation. Collectors may deposit acceptable solid waste at the facility only at times and on days as designated in ~~MIRA's~~ regulations.
- F. Spilled refuse. Collectors shall clean up immediately any refuse that may have been spilled when carrying or transferring refuse or when disposing of such refuse at the facility.

§ 133-10. Only acceptable solid waste to be delivered to facility.

No person shall deliver any refuse other than acceptable solid waste to ~~the an~~ appropriate State licensed facility.

§ 133-11. Penalties for offenses.

- A. Pursuant to Connecticut General Statutes Section 22a-220a(f), any collector who dumps more than one cubic foot in volume of refuse at one time in an area not designated for such disposal by this article shall, for a first violation, be liable for a civil penalty of \$1,000 for each violation and \$5,000 for a subsequent violation.
- B. Any collector who otherwise violates this article, and any other person or entity who violates this article, shall be liable for a civil penalty of \$100 for each violation.
- C. The imposition of the monetary penalties set forth herein shall not preclude the Town from seeking any other remedy, including but not limited to money damages and injunctive relief, as may be allowed by law.

Article II

Storage, Collection and Disposal of Recyclable Materials

§ 133-12 *Declaration of policy.*

[Amended 8-12-2013]

The accumulation, collection, removal, processing and sale of certain recyclable materials designated as such by the Connecticut Commissioner of Energy and Environmental Protection shall be controlled by this municipality for the protection of the public health, safety and welfare. It is consequently found and declared that:

- A. The Town of Simsbury ("the Town") is authorized by law to regulate the disposition of recyclable materials generated within its boundaries.
- B. The Town is also authorized by Connecticut General Statutes Section 22a-220a to designate the area where certain recyclable materials generated from residential properties within its boundaries shall be taken for processing and sale.
- C. The Town adopted an ordinance requiring all residential acceptable recyclable materials generated within its boundaries to be processed in accordance with that ordinance.
- D. The public health, safety and welfare of the Town will be best served by requiring that:
 - (1) Each person who generates solid waste from residential property within the Town separate from other solid waste the items designated for recycling by the Connecticut Commissioner of Environmental Protection pursuant to Subsection (a) of Section 22a-241 b of the Connecticut General Statutes; and
 - (2) Every other person who generates solid waste within the Town make provisions for the separation from other solid waste of the items so designated for recycling.

§ 133-13 *Definitions.*

[Amended 8-12-2013; 9-11-2017]

The following terms shall have the following meanings:

ACCEPTABLE RECYCLABLE MATERIALS

As set forth in the Town-approved recycling program, and as designated by the Connecticut Commissioner of Energy and Environmental Protection.

COLLECTOR

Any person who holds himself out to collect refuse or solid waste from residential, commercial or other establishments and is registered by the Town of Simsbury for this purpose.

DIRECTOR

The Director of Public Works of the Town.

ITEMS DESIGNATED FOR RECYCLING

- A. Those items of solid waste designated from time to time for recycling by the Connecticut Commissioner of Energy and Environmental Protection pursuant to Subsection (a) of Section 22a-241b of the Connecticut General Statutes, and plastic food and beverage containers, glass food and beverage containers and metal food and beverage containers, and such items as are required to be recycled by the Regulations of Connecticut State Agencies. By regulation published in the Connecticut Law Journal on March 28, 1989, as Section 22a-241b-2 of the Regulations of Connecticut State Agencies, the Commissioner of Environmental Protection designated, as of that time, the following items required to be recycled:
- (1) Corrugated cardboard.
 - (2) Glass food and beverage containers.
 - (3) Leaves.
 - (4) Metal food and beverage containers.
 - (5) Newspapers.
 - (6) Office paper.
 - (7) Scrap metal.
 - (8) Storage batteries.
 - (9) Waste oil.
- B. The term "items designated for recycling" herein shall include, without further action by the Town, any and all legally adopted additions made by the Commissioner of Environmental Protection to any designation of items for recycling made pursuant to said Section 22a-241b of the General Statutes.

~~**MATERIALS INNOVATION AND RECYCLING AUTHORITY (MIRA)**~~

~~A body politic and corporation constituting a public instrumentality and political subdivision of the State of Connecticut established under the Connecticut Solid Waste Management Services Act, Chapter 446e of the Connecticut General Statutes.~~

PERSON

Any individual, partnership, firm, association, corporation or other entity.

RESIDENTIAL DWELLING UNIT

A residential property building or a part of such a building designated for occupancy, and so occupied, by one or part of one family.

RESIDENTIAL PROPERTY

Real estate containing one or more dwelling units but shall not include hospitals, motels or hotels.

§ 133-14 Recycling required.

[Amended 8-12-2013]

Each person who generates solid waste from residential property within the boundaries of the Town shall separate from other solid waste the items designated for recycling, and every other person who generates solid waste within the boundaries of this municipality shall make provision for the separation from other solid waste of the items designated for recycling.

§ 133-15 Collection of certain items designated for recycling.

[Amended 8-12-2013]

The property owner shall provide for curbside collection from residential property of certain of the items designated for recycling generated from residential property located within its boundaries as follows:

- A. Glass food and beverage containers.
- B. Metal food and beverage containers.
- C. Plastic food and beverage containers.
- D. Newspapers and acceptable paper products.
- E. Corrugated cardboard.
- F. Other items designated for recycling and accepted by the Collector.

§ 133-16 Placement of recyclables for curbside collection.

[Amended 8-12-2013; 9-11-2017]

- A. Recyclable items to be collected pursuant to this section shall be placed in the recycling container as prescribed by the collector. No nonrecyclable materials shall be placed in any recycling container.
- B. On the applicable scheduled collection day, owners or occupants of residential dwelling units shall place their recycling containers for collection at curbside in the manner designated by their collector.
- C. In lieu of the residential property owners engaging the services of a curbside collector,

they may also dispose of the above-listed designated recyclables at the Simsbury Bulky Waste and Recycling Center.

§ 133-17 Other items designated for recycling from residential property.

[Amended 8-12-2013]

To the extent that the Collector does not provide for regular collection of the following items for recycling, persons who generate any such items designated for recycling from residential property within the boundaries of this municipality may bring such items (leaves, tires, office paper, scrap metal, electronics, storage batteries and waste oil), separated from each other and from other solid waste, to the Simsbury Bulky Waste and Recycling Center during its posted hours of operation; provided, however, that any such person who brings such items to the Recycling Center shall pay such applicable fee as is set forth in this article.

§ 133-18 Designation of disposal area; donation or sale of recyclables.

[Amended 8-12-2013]

- A. Pursuant to Section 22a-220a of the Connecticut General Statutes, the Board of Selectmen hereby designates the Simsbury Bulky Waste and Recycling Center as the place where items designated for recycling generated from residential property within its boundaries shall be taken by Town residents and/or entities located in Simsbury if not collected by a Collector pursuant to § **133-19** below of this article.
- B. Notwithstanding any other provisions of this article to the contrary, nothing contained in this article shall be deemed to prohibit any person from giving or selling items designated for recycling (including, without limitation, deposit beverage containers) generated by them directly to another person for lawful sale or processing of recyclables, whether for profit, not for profit or charitable purposes, provided that any such items designated for recycling shall not have previously been:
 - (1) Set out for collection pursuant to § **133-16** of this article; or
 - (2) Delivered to the Recycling Center.

§ 133-19 Collectors.

[Amended 8-12-2013; 9-11-2017]

- A. Collectors, as defined in this article, shall only operate in the Town under a registration for the collection of recyclables with the Town. Recycling collectors shall meet the same requirements as trash collectors as defined in § **133-6**.
- B. All collectors operating within the boundaries of this municipality registered by the Town of Simsbury as set forth in Subsection **A** above shall:
 - (1) Be prohibited from knowingly mixing other solid waste with items designated for recycling.
 - ~~(2) Take all items designated for recycling generated and collected from residential property within the boundaries of this municipality, separated from other solid waste,~~

~~for processing or sale, to MIRA for recycling.~~

- (3) Notify the Director of:
 - (a) The identity of any person from whom such Collector collects solid waste that the collector has reason to believe has discarded items designated for recycling in violation of this article or Section 22a-241b of the Connecticut General Statutes; and
 - (b) The grounds for such belief.
- (4) Upon the request of the Town, provide a warning notice, by such reasonable means and within such reasonable time as directed by the Director, to any person suspected by the collector or the Town of violating the separation requirements with respect to items designated for recycling.
- (5) Upon the request of this municipality, assist this municipality in identifying any person responsible for creating loads of solid waste containing significant quantities of items designated for recycling mixed with other solid waste.
- C. Items designated for recycling generated by nonresidential properties are not required to be delivered by collectors to a materials recovery facility, but may be marketed or disposed of privately as long as the recipient of the recyclables is a legal disposal facility.
- D. In compliance with Section 22a-208e of the Connecticut General Statutes, owners or operators of resource recovery facilities and recycling facilities must furnish the Town a copy of all information pertaining to the municipality on a quarterly basis, including recycled quantities, in an itemized breakdown form acceptable to the Director.

§ 133-20 Disposal charges.

[Amended 8-12-2013]

Any person delivering items of recyclable material to a materials recovery facility pursuant to § 133-19 of this article shall pay any disposal charge called for by the materials recovery facility.

§ 133-21 Ownership of items designated for recycling; prohibition against scavenging.

[Amended 8-12-2013]

Upon the placement of items designated for recycling generated from residential property into a recycling container provided by the Collector, such items designated for recycling shall become the property of the permitted hauler once collected from curbside municipality, and it shall be prohibited for any person, other than the person who placed such items in the container and authorized agents of the municipality acting in the course of their employment, to collect, pick up or remove from the containers, or cause to be collected, picked up or removed from the containers any such items designated for recycling. It shall be also prohibited for any person, other than authorized agents of this municipality acting in the course of their employment, to collect, pick up or remove from the recycling center any items designated for recycling

that have been delivered to the recycling center.

§ 133-22 Mixing of recyclables with other solid waste prohibited.

[Amended 8-12-2013]

It shall be prohibited for any Collector knowingly to mix any items designated for recycling with other solid waste generated within the boundaries of this municipality. It shall be prohibited for any Collector knowingly to deliver to a Materials Recovery Facility any items designated for recycling mixed with other solid waste.

§ 133-23 Simsbury Bulky Waste and Recycling Center.

[Amended 9-11-2017]

- A. The Center, located on property owned by the Town of Simsbury on the easterly side of Wolcott Road, shall be designated as the "Town of Simsbury Bulky Waste and Recycling Center," hereinafter referred to as the "Center."
- B. The Center shall be used for the disposal of bulky wastes, grass clippings, brush and tree trimmings, white goods, scrap metal and scrap tires, designated recyclable materials and other items deemed appropriate for disposal at the Center.
- C. Use of the Center shall be limited to:
 - (1) Residents of the Town of Simsbury;
 - (2) Business, commercial, industrial and institutional entities located in the Town of Simsbury; and
 - (3) Persons or entities engaged in the handling of disposal materials, but only to the extent that the materials to be disposed of were generated within the Town of Simsbury.
- D. The Department of Public Works or the contracted facility operator under the authority of the Director is hereby empowered to issue user permits in accordance with this article. No disposal of matter shall be made at the Center unless the person or entity so disposing has been issued a valid user permit.
- E. Each resident and owner or manager of business, commercial, industrial or institutional entities and multifamily dwelling units located in Simsbury shall be responsible for disposing in a legally permitted manner any matter that cannot be disposed of at the center.
- F. The Town of Simsbury reserves the right to refuse access to the Center to any resident, entity or commercial collector when it appears that the proposed user is violating this article.

§ 133-24 Access to dropoff recycling facility.

[Amended 9-11-2017]

- A. Acceptable materials.
 - (1) The following recyclables and items designated for recycling, as outlined in § 133-15,

separated according to item, may be brought to the Center located on Wolcott Road in Simsbury, in quantities not greater than normally generated by family households:

- (a) Office paper.
- (b) Waste oil.
- (c) Batteries.
- (d) Leaves.
- (e) Scrap metal and white goods.
- (2) Quantities generated by commercial entities greater than those normally generated by family households will not be accepted. This service is intended to serve the residential and small-office generator.
- B. Oversized bulky waste accepted shall be items such as demolition materials, yard waste, grass, wood, masonry, rock, furniture and carpets. No tree stumps, mixed solid waste, paint cans or hazardous waste shall be permitted.
- C. Small items that fit in a trash barrel, as well as paper and cardboard boxes that are wet or contaminated, shall not be accepted. They should be disposed of with garbage.
- D. Plastic bags shall be emptied at proper disposal areas based on contents and empty bags returned to the resident to be disposed of with garbage. No plastic bags containing anything being disposed of may be left at the Center.
- E. Paint shall be disposed of at the facility in accordance with the Connecticut Paint Stewardship Plan as administered by CT DEEP.
- F. A compost area is established at the Center for dropoff of leaves by individual residents. Once each fall, the Town of Simsbury shall collect curbside leaves in accordance with requirements and a schedule established by the Department of Public Works.

§ 133-25 Provisions governing the use of Bulky Waste and Recycling Center.

[Amended 9-11-2017]

- A. The Center shall be open at reasonable times convenient for residents. The Director of Public Works and the contracted facility operator will post annual operating hours. ~~Effective November 1, 1988, the Center shall be open on Wednesday and Saturday from 8:00 a.m. to 3:00 p.m. and three Sundays in the spring and the fall. The Sunday openings shall be established by the Director of Public Works and properly publicized to private and commercial users. With a recommendation from the Director of Public Works, a number of days may be added or deleted at the discretion of the Chief Executive Officer of the Town of Simsbury.~~
- B. Personal vehicles registered to a resident of the Town of Simsbury shall require permits for use of the Center. Permits may be obtained at the facility during normal business hours upon proper proof of residency and presentation of vehicle registration.

- C. Each permittee shall display its vehicle permit decal on the driver's side of its windshield or window.
- D. Upon entering the Center, each permittee shall stop at the attendant's booth for inspection and instructions prior to depositing any items or materials at the Center and make payment of any fees that may be due.
- E. Any vehicle seeking access to the Center shall have its contents secured in such a manner as to ensure that no materials shall blow from or fall off the vehicle while it is transporting items to the Center.
- F. Disposal of trash and recyclables other than by the approved methods may be subject to a penalty as defined in § 133-27.
- G. The only activity that shall be conducted within the Center is the disposal of matter identified in this article, as the same may be amended from time to time, or the conduct of official business by or with Center personnel. No person shall enter or remain on the premises of the Center for the purposes of conducting, or shall conduct, any other activity upon the premises of the Center, except that all persons may enter upon the premises of the Center for petitioning and free speech or other activities within the area designated by the Board of Selectmen at its meeting of May 18, 1992.

§ 133-26 Fees.

[Amended 4-26-1999]

Fees shall be charged for vehicle classes and materials to be disposed of, as may be established from time to time by the Board of Selectmen.

§ 133-27 Penalties for offenses.

[Amended 8-12-2013]

- A. Pursuant to Connecticut General Statutes Section 22a-220a(f), any Collector who knowingly mixes other solid waste with items designated for recycling in violation of § 133-13 of this article shall, for a first violation, be liable for a civil penalty of \$1,000 and \$5,000 for a subsequent violation.
- B. Pursuant to Section 2 of Connecticut Public Act No. 90-249, any commercial establishment that fails to make provision for the separation from other solid waste of the items designated for recycling in violation of § 133-14 of this article shall be liable for a civil penalty of \$500 for each violation.
- C. Any collector or commercial establishment that otherwise violates this article and any other person who violates this article shall be liable for a penalty of \$100 for each violation.
- D. The imposition of the monetary penalties set forth herein shall not preclude the municipality from seeking any other remedy, including but not limited to money damages and injunctive relief, as may be allowed by law.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Transfer Station Fee Schedule
2. **Date of Board Meeting:** June 13, 2022
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Thomas J. Roy, Director of Public Works
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the proposed Transfer Station Fee Schedule, the following motion is in order:

Move, effective July 1, 2022, to adopt the Bulky Waste (Transfer Station) Fee Schedule as presented.

5. **Summary of Submission:**
Paine's Inc. is the Town's contractor for the operation of the Town's Transfer Station. A competitive bidding process was completed in 2019 and Paine's was chosen to be the Town's operator on an initial 3-year contract with options for renewals. Paine's has reached out to Director of Public Works/Town Engineer Tom Roy to discuss an increase in Transfer Station fees from the schedule set 3 years ago. Staff's opinion is that the proposed increases are reasonable due to the current state of inflation and the fact that fees have not increased since July 1, 2019.

If the revised fee schedule is approved, staff will reach out to Paine's to execute the first 1-year extension¹ as outlined in Section III.B of the 2019 Bulky Waste Transfer Station Operations Agreement. Paine's has performed their duties in a satisfactory manner, warranting a contract extension.

6. **Financial Impact:**
There is no direct financial impact to the Town; all fees are borne by facility users and those fees support the cost to operate the facility. There are proposed changes to the Bulky Waste (Transfer Station) fee schedule, as attachment a indicates; the fee schedule remains in place until revised or rescinded. The annual permit fee would increase from \$20.00 to \$25.00.

These costs are generally comparable or less than the fees charged by other municipalities for similar services.

¹ July 1, 2022 – June 30, 2023

7. Description of Documents Included with Submission:

- a) Transfer Station Fee Schedule: Current (dated 2019) v. Proposed (dated 2022)
- b) Bulky Waste Transfer Station Operation Agreement



Town of Simsbury

BULKY WASTE FEE SCHEDULE

66 WOLCOTT ROAD

REVISED TOWN APPROVED FEES (7/1/2019)

Permit Fee for 12 Months (July 1-June 30) ~~\$20.00~~ \$25.00

Permit Fee for One Week \$ ~~5.00~~ \$10.00

Permits can be purchased at the landfill during normal hours of operation. (Wednesday & Saturday from 8:00 a.m. until 3:00 p.m. – Please arrive by 2:45 p.m.) Proof of residency is required.

Fees In Addition to Permit Fee:

Current Proposed

Single small items up to 1/3 c.y.	\$12.00 \$5.00	\$15.00 \$7.00	Each Item Each Item Senior Citizen Only*
Large single item up to 2/3 c.y.	\$18.00	\$20.00	Each Item
Full Load –Automobile, Passenger Van, SUV	\$30.00	\$35.00	Load
Full Load – Pick-up Truck (6'), 2 Wheel Light Trailer	\$40.00	\$45.00	Load
Full Load –Pick-up Truck (8'), Tag Along Trailer	\$60.00	\$65.00	Load
Loose Brush	\$20.00	\$25.00	c.y.
Limbs, Logs - Max 6' x 3', Stumps (Clean) – Max diameter 3'	\$20.00	\$25.00	c.y. – No Commercial Loads
Clean Lumber	\$20.00	\$25.00	c.y. – No Commercial Loads
Shingles/Roofing Materials	\$40.00		c.y. – No Commercial Loads
Tires – Auto size, No Rim	\$7.00	\$10.00	Each
Tires – Auto size, On Rim	\$17.00	\$20.00	Each
Tires – Truck Size, No Rim	\$12.00	\$15.00	Each
Tires – Truck Size, On Rim	\$22.00	\$25.00	Each
Tires – Off Road, No Rim	\$32.00	\$75.00	Each
Tires – Off Road, On Rim	\$42.00	\$85.00	Each
Appliances with Freon/CFU's	\$25.00		Each
Propane Tanks – 20lbs. must be empty	\$5.00		Each
Propane Tanks – 30lbs. must be empty	\$10.00		Each
Propane Tanks – 40lbs. must be empty	\$20.00		Each
Scrap Metal – single item	\$5.00		Each
Scrap Metal – Pick-up Load (6')	\$10.00	\$20.00	Load
Polystyrene/packing material		\$10.00	c.y.
Concrete, Rocks, Bricks, Masonry & Asphalt chunks		\$30.00	c.y.
Method of Measurement: 1 cubic yard (1 c.y.) = 3' x 3' x 3' or 27 cubic feet			

***65 Years or Older – Documentation Required**

No Charge for the Following Recyclable Items *Except* Permit Fee:

Newspapers	Magazines	Junk Mail
Automotive Batteries	Motor Oil	Plastics #s 1 through 7
Food/Beverage Cans	Food/Beverage Jars	**Mattresses- Crib, Full, King & Queen
Paint – water & oil based, 5 gal. container or less in original container with readable labels, no aerosol (spray) cans		**Box Springs- Crib, Full, King & Queen

**** Mattress & Box Springs CANNOT be accepted at no cost if they are wet (\$30), heavily soiled (\$30) or infested with bedbugs (Not Accepted).**

No Permit Fee & No Charge for Following Items (Proof of residency is required)

Leaves
Grass Clippings
Electronics - televisions, monitors, computers and printers only ***

***** Recycling of electronics NOT covered by CT State Law, such as VCRs, DVD players, keyboards, etc. are recycled at no charge to consumers, but do require a permit fee.**

If you have any questions, please call Paine's at 860-844-3000

BULKY WASTE TRANSFER STATION OPERATIONS AGREEMENT

This Bulky Waste Transfer Station Operations Agreement (the "Agreement") for the operation of the Simsbury Bulky Waste Transfer Station located at 66 Wolcott Road, Simsbury, Connecticut, is made this 26th day of June, 2019 by and between the TOWN OF SIMSBURY, a Connecticut municipal corporation, with a mailing address of 933 Hopmeadow Street, Simsbury, Connecticut 06070 (hereinafter referred to as the "Town") and PAINE'S INC., a Connecticut corporation, with a mailing address of Post Office Box 307, Simsbury, Connecticut 06070 (hereinafter referred to as the "Operator").

W I T N E S S E T H:

WHEREAS, by a Request for Proposals published on or about May 15, 2019 the Town solicited Proposals for the Bulky Waste Transfer Station Operations Agreement, and

WHEREAS, the Operator submitted a Proposal dated June 4, 2019, and

WHEREAS, the Town accepted the Operator's proposal, and

WHEREAS, the Operator desires to provide the above-referenced Bulky Waste Transfer Station Operations services to the Town; and

WHEREAS, the Town and the Operator have read this Agreement, together with any attachments, and understand and accept the terms, conditions, and covenants set forth herein as being reasonable and necessary to accomplish the scope of the Agreement, and to establish and identify the responsibilities of each of the parties.

NOW, THEREFORE, in consideration of the foregoing and of the covenants set forth herein, the Town and Operator hereby agree as follows:

SECTION I

OPERATOR'S RESPONSIBILITIES

A. OPERATOR'S SERVICES

The Operator agrees to operate the Town's Bulky Waste Transfer Station on town property located at 66 Wolcott Road, Simsbury, Connecticut in accordance with the Operation Guidelines attached hereto as Exhibit A and made a part hereof.

The Operator shall be required to receive recyclable items, bulky waste and municipally generated solid waste ("MSW") reject items and transfer that waste to an approved licensed

disposal facility. Waste and recycling shall be accepted from, at least, the classes of vehicle types as described in the Request for Proposals and June 4, 2019 Response to Request for Proposals together attached hereto as Exhibit B and made a part hereof.

The Operator may earn and retain any revenue from the sale of scrap metal, used motor oil and woodchips.

The Operator shall pay the utility companies for all utility services at the site and all utility service contracts shall be in the name of the Town. The Operator may use the Town owned buildings on the site for purposes of carrying out its duties and responsibilities of this Agreement, provided, however that the Town shall retain the use and control of whatever portions of the buildings it determines in its sole discretion to be in the best interests of the Town to retain.

B. ADDITIONAL REPRESENTATIONS BY OPERATOR

1. Method of Handling: The Operator will use six (6) 30 cubic yard containers, one (1) 40 cubic yard compactor, four (4) 40 cubic yard container and one (1) 12 cubic yard container for hauling the materials. The hauling of the containers will be done by roll-off trucks or other vehicles acceptable to the disposal facility. The on site equipment will be a loader or equivalent which will be used for onsite maintenance and occasional snow plowing/sanding. The Operator will also assist the Town in complying with Connecticut DEEP Permit No. 1280909-PO. The Operator warrants that it has sufficient equipment to prevent undue delays under normal usage.

2. Transfer Station Operation Personnel: The Operator's personnel, will possess and maintain, or will apply for and receive, their Connecticut DEEP Transfer Station Operator certification. Currently, the operator represents that it has ten (10) employees who hold the required certification as set forth in Exhibit B.

3. Vehicles: The list of the Operator's vehicles that will be available are:

Peterbilt	320	2015	Kenworth	T800	2016
Kenworth	T800	2019	Kenworth	T800	2017
Kenworth	T800	2013	Volvo	L90F	2011
Autocar	ACX64	2018			

4. Disposal Sites: The Operator will only haul to approved permitted sites, required by law or by any Town Agreements. The sites that are currently being used include the following: Northstar, Willimantic Waste, Take 2, Envirocycle, MIRA Hartford, K & W Materials, Manchester Landfill, MIRA Hartford Recycle Plant and Murphy Road, LLC as identified in Exhibit B. The Operator will provide a monthly report regarding the delivery sites and the tonnage delivered to each. In addition, the Operator, prior to award, will provide documentation that all disposal sites are approved by the appropriate state agency to accept material.

5. Town Assistance: Operations: The Operator will work with the town to facilitate operation of the bulky waste facility. In the event that the Operator finds it necessary to ask for the Town's assistance in this goal then all items will be discussed and mutually agreed upon.

6. Site Operation: The Operator agrees to maintain and operate the Facility using its own employees. The parties acknowledge Paine's intends to use a subcontractor for the snow plowing, ice control, sweeping, waste oil, battery, tire, Freon, paint, electronics and propane tank removal at the facility. Other than the foregoing, the Operator will use no subcontractors unless approved by the Town as provided in this Agreement.

7. Use of Town Buildings: The Town agrees to permit the Operator to use a part of town-owned buildings on the site: the metal building, the greater shed and the wooden building. In addition, the Town agrees to permit the Operator to use the Sea Land containers on the site in the performance of its duties under this Agreement.

8. Staffed Office: The Operator shall provide a staffed office that is available to answer calls from 7:30 a.m. to 4:00 p.m. Monday – Friday. In addition, the Operator will put a message (general information) on the Bulky Waste Transfer Facility telephone line and direct people requiring additional information that they may leave a message for a call back. On the next regular business day, the Operator will promptly return calls and address any and all questions received from residents.

9. Recycling Shed and Compostable Food Products: The Operator will cooperate with the volunteer group operating the recycling shed and agrees to accept up to three (3) cubic yards per month of discarded items from the Recycling Shed at no charge. In addition, the Operator will work with the Town of Simsbury to discuss the feasibility of adding the ability for residents to deliver acceptable compostable food waste at the Simsbury Bulky Waste Facility.

D. OTHER PROVISIONS

1. Operational Means and Methods: The Operator shall have control over, be in charge of, and shall be responsible for operational means, methods, techniques, sequences or procedures in connection with any work arising out of this Bulky Waste Transfer Station Operations Agreement.

2. Town Furnished Information: The Operator shall be entitled to rely upon the accuracy and completeness thereof of any information provided by the Town necessary for the operation of the Bulky Waste facility.

3. Certificates of Insurance: The Operator shall procure and maintain insurance, as may be required by State law and the provisions of the Request for Proposals in the form and amounts set forth in Exhibit A attached hereto, for protection for claims under Workers' Compensation

acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any and all employees. Certificates of Insurance 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 Agreement, and shall not be diminished without the prior written approval of the Town. Certificates of Insurance are attached hereto as Exhibit B.

4. Performance Bond: The Operator shall within ten (10) days after the receipt of the Agreement furnish the Town with a Performance Bond in the amount of \$100,000 (One Hundred thousand dollars), conditioned upon the performance by the Operator of all undertakings, covenants, terms, and conditions of the Agreement. Such Bonds shall be executed by the Operator and shall be in a form acceptable to the Town Director of Finance. When Surety Company Bonds are used, the corporate bonding company shall be licensed to transact such business in the State of Connecticut and names on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the Operator. If at any time a surety or any such bond is declared as bankrupt or loses its right to do business in the State in which the work is to be performed or is removed from the list of surety companies accepted on Federal Bonds, Operator shall within ten (10) days after notice from the Town to do so, substitute an acceptance Bond (or Bond) in such form and sum as may be satisfactory to the Town. The premiums on such Bond shall be paid by the Operator.

5. Indemnification: The Operator will indemnify and hold harmless the Town and their agents and employees from and against all Claims, Damage, Loss or Expense, including Attorney's fees arising out of or resulting from the performance of the Work, provided that any such Claims, Damages, Loss or Expense is attributed to Bodily Injury, Sickness, Disease, or Death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Operator and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In any and all claims against the Town or any of their agents or employees, by any employee of the Operator or Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the Indemnification Obligation shall not be limited in any way by any limitation on the amount or type damages, compensation or benefits payable by or for the Operator or any Subcontractor under Workman's Compensation Acts, Disability Acts, Disability Benefit Acts or other Employee Benefit Acts.

6. Filing of Insurance Certificates: The Operator shall file the requisite Performance Bond and Certificate of Insurance as specified in the Request for Proposal package, and execute said Agreement in triplicate within ten (10) calendar days from the date when the Agreement is delivered to the Operator, and in case of failure to do so, the person or firm will be considered to have abandoned the Agreement.

7. Execution: The Town, within ten (10) days of receipt of the acceptance Insurance Certificates, Performance Bond, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Operator may, with WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Town.

8. Fictitious Business Name: The Operator further agrees that if it intends to use a fictitious trade name, that an acceptable certificate will be filed with the Simsbury Town Clerk as required by law showing the proper officer or person authorized to sign said contract.

10. Time is of the Essence: The Operator agrees to abide by the requirements of EXECUTIVE ORDER NO. 11246, as amended.

11. It is understood that time is of the essence in this contract and the Operator agrees to commence within the time specified in the agreement.

SECTION II

TOWN'S RESPONSIBILITIES

1. The Town has no obligation to provide any personnel or equipment of any kind for use by the Operator in the performance of the Operator's duties and responsibilities under this Agreement.

2. The Town reserves the right to dispose of clean fill, road sweepings, scrap metal, brush/logs, and wood chips at the site, at its convenience and at no cost. The Town will pay its share of any chipping cost for Town delivered materials. The Town will handle all on-site fill, sweepings, and leaves.

3. The Town may dispose of small quantities (not to exceed 2 Tons/month) of bulky waste and MSW reject items at the Operator's facility, at no charge to the Town. Prior to and after delivery, town personnel are requested to come to Paine's facility at 54 Floydville Road to get weighed in and out so that accurate delivery tonnage and necessary information for reporting can be recorded each month.

SECTION III

TIME

A. OPERATIONAL HOURS

The Operator shall operate the facility as set forth herein at hours of operation as agreed to in writing by the Town. Said hours of operation shall be at least every Wednesday and every Saturday, 8:00 a.m. to 3:00 p.m. The Operator shall not change the hours of operation without prior written approval of the Town.

B. MAXIMUM TERM

The term of this Agreement shall be three (3) years beginning on July 1, 2019 and ending on June 30, 2022, with an option for two (2), 1 year extension periods, upon mutual agreement of the Operator and the Town agreed by the parties in writing.

SECTION IV

PAYMENT

A. OPERATOR FEES

Payments to the Operator shall be solely from Fees as approved by the Town collected by the Operator from users of the facility. All fees charged by the Operator shall be approved by the Board of Selectmen in advance. In the event that the Board of Selectmen changes the Fees during the term of this Agreement the Operator shall change its fees accordingly. The Fees charged are set forth in Exhibit C. The Operator agrees to accept Recyclable Items as outlined in Exhibit C at no charge. The Town is under no obligation whatsoever to provide any revenue of any amount directly to the Operator under the terms of this Agreement.

B. EXPENSES

There shall be no expenses allowed under this Agreement.

C. OTHER PAYMENT PROVISIONS

1. The Operator is not permitted to incur any expenses which are to be charged against the Town without written consent of the Town.

2. The Operator is an independent contractor and shall be responsible for all wages and compensation paid to other individuals or entities in connection with the completion of the tasks covered by this Agreement.

3. The Operator is an independent contractor and shall furnish all supplies necessary for completion of the tasks at its own expense.

SECTION V

CHANGES TO SCOPE OF WORK

Should additional services, other than those outlined above, be requested by the Town, these additional services will be handled by an amendment to the Agreement executed with the same formalities as this Agreement. Any approved expenses for additional work allowed by amendment will be billed to the Town as set forth herein at the prices quoted in the Operator's June 4, 2019 proposal. Operator expressly agrees to hold its fees for the first 12 months. Fees will then be reviewed on an annual basis and may be modified based on mutual agreement and approval of the Board of Selectman.

SECTION VI

TERMINATION, SUSPENSION OR ABANDONMENT

This Agreement may be terminated by the Town upon at least thirty (30) days written notice to the Operator for the Town's convenience and without cause or in the event that the Project is permanently abandoned or any adverse decision by any agency of the State of Connecticut concerning the use or licensure of the site as a bulky waste transfer facility, specifically including any determination by the Connecticut Attorney General that this Agreement is in violation of or inconsistent with the terms of the Amos Eno Deed.

SECTION VII

DISPUTE RESOLUTION

A. MEDIATION

If a dispute arises out of or relates to this Agreement, or breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by non-binding mediation under the Mediation Rules of the American Arbitration Association, before having recourse to a judicial forum.

B. ARBITRATION

The parties shall not be required to submit to arbitration. However, if the parties mutually agree to arbitrate, then the arbitration shall be held in accordance with the Arbitration Rules of the American Arbitration Association.

SECTION VIII

MISCELLANEOUS PROVISIONS

A. GOVERNING LAW

If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect. The laws of the State of Connecticut shall govern the Agreement. Each of the parties shall submit and hereby consents to such courts exercise of jurisdiction. The place of performance and transaction of business shall be deemed to be the State of Connecticut, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Connecticut, and, more specifically, Hartford County. In any successful action by the Town to enforce this Agreement, the Town shall be entitled to recover its attorney's fees and expenses incurred in such action.

B. ASSIGNABILITY

Neither the Town nor the Operator shall assign this Agreement without the written consent of the other. The Operator is not prohibited from assigning the proceeds due hereunder to a bank or other financial institution.

C. ENTIRE AGREEMENT

This Agreement together with the Operator's June 4, 2019 Proposal represents the entire and integrated agreement between the Town and Operator and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Town and the Operator. Operator's Proposal dated June 4, 2019 and Connecticut DEEP Permit to Operate #1280909-PO are incorporated herein by reference and made a part hereof. This Agreement supersedes all prior agreements and understandings between the parties and may not be modified or terminated orally. No supplement, modification, waiver, termination, or request for additional payment under this Agreement, or any provision hereof, shall be binding unless executed in writing and signed by both parties. No waiver of any provisions of this Agreement shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless so expressly provided.

D. THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Operator.

E. OPERATOR'S USE OF THE PROJECT FOR PROMOTIONAL PURPOSES

The Operator shall have the right to include representations of the Project, produced for the Project, among the Operator's promotional and professional materials.

F. MULTIPLE COPIES OF THIS AGREEMENT

This Agreement may be executed in various counterparts, and each such counterpart shall constitute an original.

G. SUCCESSORS AND ASSIGNS

The Town and Operator, respectively, bind themselves, their partners, successors, and assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

H. NUMBER AND GENDER

In the above Agreement the use of any particular gender or the plural or singular number is intended to include the other gender or number as the text of this Agreement may require.

I. DEFECTIVE WORK

The performance of services or acceptance of the work product required hereunder shall not relieve the Operator from obligation to correct any defective work subsequently discovered, and all incomplete, inaccurate, or defective work shall be remedied by the Operator on demand without cost to the Town.

J. PLACE OF EMPLOYMENT

The Operator may perform the tasks set forth in this agreement in such place and at such times as may be convenient and appropriate, so long as the tasks are completed in a timely manner within the time limits set forth in this Agreement. It is understood that the time within which the work is to be performed is of primary importance and of the essence of this Agreement. The Operator will proceed in a timely manner upon entry to this Agreement.

K. CONFIDENTIAL INFORMATION

The Operator agrees that any report or conclusions related to its work product are for the confidential information of the Town and that it will not disclose, without the Town's prior written permission, its conclusions, in whole or in part, to any person or entity whatsoever, other than to submit its written report to the Town; and will only discuss the same with it or its authorized representatives, or in response to an appropriate order properly served from a court or administrative entity with appropriate jurisdiction.

L. CONFLICT OF INTEREST

No employee, officer or agent of the Town shall participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested; nor shall any employee, officer or agent of the Town have any interest direct or indirect in this contract or the proceeds thereof. The Operator understands and agrees that Chapter 13 of the Simsbury Code of Ordinances, Code of Ethics, is incorporated herein as if fully set forth. The Operator further agrees that its officers, agents and employees assigned to this project shall execute the Acknowledgement Form required by the Code of Ethics prior to the commencement of work under this Agreement. The Code of Ethics is attached as Exhibit D.

M. NONDISCRIMINATION AND AFFIRMATIVE ACTION

The Operator agrees to comply with the nondiscrimination provisions of the laws of the State of Connecticut and the Town to take affirmative action to assure that applicants are employed and that employees are treated during employment in a manner in which provides equal employment opportunity and tends to eliminate any inequality based upon race, religion, national origin or sex.

N. SUPPLIERS AND SUBCONTRACTORS

The Operator shall supply the names and address of major Suppliers and Subcontractors when requested to do so by the Town.

O. COMPLIANCE WITH FEDERAL AND STATE LAW

The Operator's attention is directed to the fact that all applicable Federal and State law, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over operations of the facility shall apply, and each is incorporated herein by reference and each will be deemed to be included in the Agreement.

P. STATE AND FEDERAL TAXES

The Contractor shall be responsible for any applicable Connecticut State or Federal Taxes, as may apply to the operations.

Q. METHODS OF HANDLING

The Equipment proposed to be used to handle and transfer bulky waste shall be specified prior to the execution of this Agreement. Equipment shall comply with Connecticut DEEP Permit to operate #1280909-PO. The Operator must be prepared to use permanent equipment, as specified in the permit. The Operator shall supply and operate sufficient transfer equipment such that undue delay is not created for users.

R. TRANSFER VEHICLES AND OPERATORS

The Operator shall specify whether or not the responsible operation personnel possess Connecticut DEEP Transfer Station Operator Certifications. If personnel already have certifications, the names and addresses of personnel must be submitted.

If certifications are not already possessed, a schedule of personnel proposed to obtain the certifications must be submitted, along with the estimated time to obtain the certifications.

S. TRANSFER VEHICLES AND OPERATORS

A list of proposed vehicles, including make, model, and year of equipment shall be submitted. Copies of Operators CDL's will be submitted, upon request.

T. DISPOSAL SITES

In addition to the sites set forth herein, the Operator has a continuing duty to identify facilities that are proposed to receive bulky waste and MSW rejects. Evidence shall be submitted to the Town which verifies that such facilities are approved, by the appropriate State agency, for receiving the bulky waste and MSW rejects. The Town retains the right to disapprove any facility for cause. Quarterly reports shall be submitted from the Operator to the Town.

U. TOWN CHARGES TO CONTRACTOR

If the Operator desires to use any equipment owned by the Town, on an interim basis, the time, duration and payment for such use shall be defined in detail.

V. SITE CONDITIONS

The Operator shall be responsible for snow plowing, ice control, sweeping and general orderliness of the transfer facility to the satisfaction of the Town. Site maintenance required for the facility's storm water permit shall be the responsibility of the Operator. The Operator shall specify if this work will be done by Operator or by a subcontractor.

W. SUBCONTRACTORS

The Operator shall submit the names of all subcontractors, if any, that will be utilized in operating the facility. All subcontractors shall be subject to the review and approval of the Town of Simsbury.

X. CERTIFICATE OF NON-COLLUSION

The Operator shall submit a Certificate of Non-Collusion with the corporate seal, and notarized.

IN WITNESS WHEREOF, the Town and the Operator have executed this Agreement as of the date set forth above.

TOWN:
TOWN OF SIMSBURY

By: Maria E. Capriola
Maria E. Capriola, MPA
Its Town Manager
Duly Authorized.

OPERATOR:
PAINE'S INC.

By: Julia Paine Miller
Its Vice President,
Duly Authorized.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Accessible Parking Awareness Month
2. **Date of Board Meeting:** June 13, 2022
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Aging and Disability Commission; Amber Abbuhl, Deputy First Selectman *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports designating the month of June as Accessible Parking Awareness Month, the following motion is in order:

Move, effective June 13, 2022, to designate June of 2022 as Accessible Parking Awareness Month in the Town of Simsbury.
5. **Summary of Submission:**
The Town of Simsbury Aging and Disability Commission seek to educate the Simsbury community regarding the appropriateness and legality of using accessible parking. Usage of accessible parking spaces is for authorized users. Motorists should not park their vehicles in the hash marks accompanying accessible parking spaces so that users of those spaces are not prevented from entering or exiting their vehicles such as vans that are wheelchair accessible. Fines for illegally parking in an accessible parking space range from \$50.00 - \$250.00 for the first offense, and increase upon each concurrent offense.

The Commission started the Accessible Parking Awareness program in 2012. Town departments will post this information on their social media accounts. The Police Department also communicates this information to its staff and directs them to pay particular attention to accessible parking compliance during the month of June.
6. **Financial Impact:**
Indirect costs will be incurred for staff time dedicated to information dissemination and compliance/enforcement activities.
7. **Description of Documents Included with Submission:**
 - a) Accessible Parking Awareness Flyer

**REMINDER FROM THE BOARD OF SELECTMEN
AND THE AGING AND DISABILITY COMMISSION THAT JUNE IS
ACCESSIBLE PARKING AWARENESS MONTH**

**OFFICERS ARE PAYING
PARTICULAR
ATTENTION TO
COMPLIANCE AND
ENFORCEMENT**



**BE CONSIDERATE,
PLEASE DO NOT PARK
IN THE HASH MARKS
NEXT TO ACCESSIBLE
SPACES**

**FINES RANGE FROM \$50 TO
\$250 FOR A FIRST OFFENSE**



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Re-Appointment of Michael Berry as Emergency Management Director Effective July 1, 2022
2. **Date of Board Meeting:** June 13, 2022
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the proposed re-appointment, the following motion is in order:

Move, effective July 1, 2022, to re-appoint Michael Berry as the Emergency Management Director for the Town of Simsbury. This designation shall remain in effect until revised, rescinded, or Mr. Berry's separation from service, whichever comes first.

5. **Summary of Submission:**
Pursuant to Chapter VII Section 704 of the Charter, the Town Manager, with approval from the Board of Selectmen, should appoint a number of different Town Officers of which the Director of Civil Preparedness is one.

Sub-Section 4 of Section 704 says that the Director of Civil Preparedness shall serve for a term of two years:

Section 704. Town Officers.

The Town Manager shall appoint and may remove, each such action to be taken with the approval of the Board of Selectmen, the following Town officers, each of whom shall serve for an indefinite term (unless otherwise established by this Section 704): ... (d) Director of Civil Preparedness...

(4) Director of Civil Preparedness. The appointment and removal of the Director of Civil Preparedness shall be in accordance with the provisions of Section 28-7 of the General Statutes. The Director of Civil Preparedness shall serve for a term of two (2) years.

Mr. Berry began serving in the role on July 1, 2020. Prior to that Mr. Berry served as Assistant Emergency Management Director for five years. Over the last two years, Mr. Berry has done an outstanding job serving our community during the pandemic and a number of challenging storm events. He has done so with professionalism, integrity,

dedication, and a great amount of care for our community. I highly recommend Mr. Berry for reappointment to the position.

Mr. Berry moved to Simsbury when he was two years old. He grew up for the most part in Simsbury and attended Simsbury Schools. He joined the Simsbury Volunteer Fire Company when he was fifteen and graduated from Simsbury High School in 1987. He was awarded a scholarship from the Fire Company and obtained an Associate's Degree from Hartford State Technical College in Fire Science and Technology. He was also a member of the Simsbury Volunteer Ambulance Association.

He was hired by the New Britain Fire Department in 1990 and was required to retire from active duty for the fire company and the ambulance association.

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:** Tax Refund Requests
2. **Date of Board Meeting:** June 13, 2022
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 13, 2022 to approve the presented tax refunds in the amount of \$764.61, 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 \$764.61. The attachment dated June 13, 2022 has a detailed listing of all requested tax refunds.
7. **Description of Documents Included with Submission:**
 - a) Requested Tax Refunds, dated June 13, 2022

REQUESTED TAX REFUNDS
JUNE 13, 2022

	BILL NUMBER	TAX	INTEREST	TOTAL
List 2020				
Senchukov Konstantin	20-03-66541	\$37.26		\$37.26
VW Credit Leasing Ltd	20-03-69344	\$657.96		\$657.96
Mazzali John	20-04-82474	\$69.39		\$69.39
Total 2020		\$764.61	\$0.00	\$764.61
TOTAL 2020		\$764.61	\$0.00	\$764.61
TOTAL ALL YEARS		\$764.61	\$0.00	\$764.61



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Authorize the Board of Education to Apply for a Connecticut School Construction Grant for the Partial Roof Replacement Projects at Tariffville Elementary School and Central Elementary School; Referral of the Projects to the Public Building Committee and Authorization of Preparation of Schematic Drawings and Specifications.

2. **Date of Board Meeting:** June 13, 2022

3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Thomas Roy, Director of Public Works/Town Engineer; Jason Casey, Director of Infrastructure & Technology, Simsbury Public Schools *maria E. Capriola*

4. **Action Requested of the Board of Selectmen:**
The following motions are in order:
 - a. “**RESOLVED** that the Board of Selectmen authorizes the Town of Simsbury Board of Education to apply to the Commissioner of Education and to accept or reject grants for the Tariffville Elementary School and Central Elementary School Partial Roof Replacement Projects.”

 - b. “**RESOLVED** that the Board of Selectmen hereby establishes the permanent Public Building Committee as the building committee to the proposed Tariffville Elementary School and Central Elementary School Partial Roof Replacement Projects.”

 - c. “**RESOLVED** that the Board of Selectmen authorizes the preparation of schematic drawings and outline specifications for the proposed Tariffville Elementary School and Central Elementary School Partial Roof Replacement Projects.”

5. **Summary of Submission:**
The Tariffville Elementary School and Central Elementary School Roof Replacement Projects were included in year one of the Town’s Capital Improvement Program for 2023-28 at an estimated cost of \$1,000,000 and \$370,000 respectively, with estimated state reimbursements of \$150,000 and \$56,000. On May 3, 2022 the voters approved the project funding at referendum.

The next step is for the Board of Education to apply to the Office of School Construction Grants & Review. The resolutions above are required by the state as part of the grant process.

Once the projects are referred to the Public Building Committee, an architect's agreement needs to be finalized for each, and the projects need to be designed in order to review with the state in anticipation of going out to public bid. The construction period, for both projects, is estimated to start in the spring of 2023 and be completed over the summer.

6. Financial Impact:

None

7. Description of Documents Included with Submission:

- a) Six Year Capital Improvement Program
- b) Referendum Ballot Results

**Simsbury Board of Education
Six Year Capital Improvement Program
Fiscal Year 2022/23 - Fiscal Year 2027/28**

	FY22/23	FY23/24	FY24/25	FY 25/26	FY26/27	FY27/28
TOOTIN HILLS						
Water Distribution and Drainage Systems	480,000					
Replace Roof (V3, V4)			1,120,000			
Replace sprinkler system				402,000		
Replace Exterior Windows & Doors					720,000	
Heating Plant (Boilers, Pumps, etc)						480,000
Total Tootin Hills	480,000	-	1,120,000	402,000	720,000	480,000
SQUADRON LINE						
Water Distribution & Drainage Systems				1,545,000		
Replace Roof				1,928,000		
Replace Exterior Windows & Doors				770,000		
	-	-	-	4,243,000	-	-
CENTRAL SCHOOL						
Electrical Service/Distribution 1950	250,000					
Replace Roof (V1)					1,163,000	
Replace EPDM Roof (V3)	370,000					
Pavement and Curbs				739,000		
Fire Alarm 1997				344,000		
Water Distribution and Drainage Systems				1,116,000		
Heating Plant (Boilers, Pumps, etc)						715,000
Total Central School	620,000	-	-	2,199,000	1,163,000	715,000
TARIFFVILLE SCHOOL						
Replace 1984 Modulars	350,000					
Replace Roof - EPDM (V1, V2)	1,000,000					
Water Dist, Plumbing, Terminal Units						1,457,556
Total Tariffville School	1,350,000	-	-	-	-	1,457,556
LATIMER LANE						

Simsbury Board of Education
Six Year Capital Improvement Program
Fiscal Year 2022/23 - Fiscal Year 2027/28

	FY22/23	FY23/24	FY24/25	FY 25/26	FY26/27	FY27/28
Total Latimer Lane	-	-	-	-	-	-
HENRY JAMES MIDDLE SCHOOL						
Replace Roof (BUR)		4,637,000				
Pavement and curbs				1,062,000		
Total for Henry James	-	4,637,000	-	1,062,000	-	-
Simsbury High School						
Electrical Service/Distribution - Prev Vintages					420,000	
Locker Room Remodel				420,000		
Heating Plant (Boilers, Pumps, etc)						1,080,000
Total for Simsbury High School	-	-	-	420,000	420,000	1,080,000
District Wide						
District Climate Control Improvements	1,650,000					
District Network Infrastructure	400,000		400,000		400,000	
District Security Improvements		250,000		250,000		250,000
SHS Stadium Facility Phase I (Restrooms, Kitchen)				980,000		
SHS Turf Field #2 Construction (No Lighting)					1,650,000	
HJMS Tennis Court Replacement					525,000	
Total District Wide	2,050,000	250,000	400,000	1,230,000	2,575,000	250,000
TOTAL CAPITAL PROJECTS	4,500,000	4,887,000	1,520,000	9,556,000	4,878,000	3,982,556
FUNDING:						
Bonding	2,950,000	4,887,000	1,520,000	9,556,000	4,878,000	3,982,556
CCE	350,000					
Grants	1,200,000					
TOTAL FUNDING	4,500,000	4,887,000	1,520,000	9,556,000	4,878,000	3,982,556

Town of Simsbury, 933 Hopmeadow Street, Simsbury, Connecticut

HEAD MODERATOR'S RETURN
Municipal Referendum held on May 3, 2022

Henry James Memorial School, 155 Firetown Road, Simsbury, Connecticut

Part I - Questions on Ballot

Question Number	Designation of Questions (from ballot label)	Yes Votes	No Votes
1.	"Shall the appropriation recommended and approved by the Board of Finance for the purposes of paying the expenses of the BOARD OF SELECTMEN annual budget for the fiscal year ending June 30, 2023, be approved and implemented in the amount of \$30,260,354?"	905	242
2.	"Shall the appropriation recommended and approved by the Board of Finance for the purposes of paying the expenses of the BOARD OF EDUCATION annual budget for the fiscal year ending June 30, 2023, be approved and implemented in the amount of \$76,456,785?"	928	220
3.	"Shall the appropriation recommended and approved by the Board of Finance for the purposes of paying the expenses of Sewer Use Fund (Sewer Treatment Plant), Residential Rental Properties, Simsbury Farms/Special Programs, Non-Public Schools, Debt Retirement/Capital and Capital Non-Recurring annual budgets for the fiscal year ending June 30, 2023, be approved and implemented in the amount of \$18,017,555?"	983	164
4.	"Shall the Town of Simsbury appropriate \$2,550,000 for the replacement of the irrigation system and the Orkil Pond Dam spillway at the Simsbury Farms Golf Course and authorize bond and notes in the same amount to finance said appropriation?"	909	241

Part II - Official Check List Report

A. Total number of names on official check list (Include only the active registry list and names restored to it on referendum day):

18,559

B. Total number of names checked as having voted, by machine and by absentee ballot (as counted on official check list):

1,156

C. Total number of names of Property Owners checked as having voted:

0

D. Total number of voters checked as having voted:

1,156

I hereby certify that the foregoing are the returns of the municipal referendum in the above-named municipality, legally warned and held on May 3, 2022.

SIGN HERE:

[Signature] Head Moderator

DATE: May 3, 2022

Head Moderator's Telephone Numbers: (860) 416-0431 (Home) (860) 416-0431 (Work/Cell)

A TRUE COPY OF ORIGINAL
[Signature]
 TOWN CLERK - SIMSBURY, CT
 DATE: 6/2/2022

CERTIFICATE OF REFERENDUM VOTE FOR THE TOWN OF SIMSBURY, CONNECTICUT

We, Trish Munroe, Town Clerk of Simsbury, Connecticut, and Elizabeth Keppel, Moderator of the referendum held pursuant to Section 406 of the Town Charter, in the Town of Simsbury, Connecticut, on **May 3, 2022**, hereby certify that a referendum vote of the electors and citizens qualified to vote in said Town was held at Henry James Memorial School, on May 3, 2022, between the hours of 6:00 a.m. and 8:00 p.m.; that the questions submitted to referendum vote were placed on the ballots counted by the voting tabulators under the following number and heading and that the result of said referendum vote was as follows:

1. "Shall the appropriation recommended and approved by the Board of Finance for the purposes of paying the expenses of the Board of Selectmen annual budget for the fiscal year ending June 30, 2023, be approved and implemented in the amount of \$30,260,354?"

Number of "Yes" votes 905

Number of "No" votes 242

2. "Shall the appropriation recommended and approved by the Board of Finance for the purposes of paying the expenses of the Board of Education annual budget for the fiscal year ending June 30, 2023, be approved and implemented in the amount of \$76,456,785?"

Number of "Yes" votes 928

Number of "No" votes 220

3. "Shall the appropriation recommended and approved by the Board of Finance for the purposes of paying the expenses of Sewer Use Fund (Sewer Treatment Plant), Residential Rental Properties, Simsbury Farms/Special Programs, Non-Public Schools, Debt Retirement /Capital and Capital Non-Recurring annual budgets for the fiscal year ending June 30, 2023, be approved and implemented in the amount of \$18,017,555?"

Number of "Yes" votes 983

Number of "No" votes 164

4. "Shall the Town of Simsbury appropriate \$2,550,000 for the replacement of the irrigation system and the Orkil Pond Dam spillway at the Simsbury Farms Golf Course and authorize bonds and notes in the same amount to finance said appropriation?"

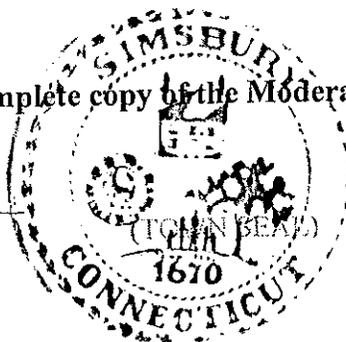
Number of "Yes" votes 909

Number of "No" votes 241

Attached hereto is a true and complete copy of the Moderator's Return for the referendum.

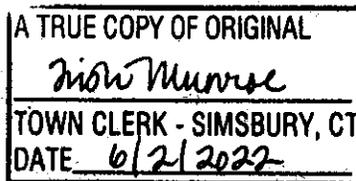
Trish Munroe

Town Clerk



Elizabeth Keppel
Moderator

Signed and dated at Simsbury, Connecticut this 3rd day of May 2022.





Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Supplemental Appropriation – Golf Equipment Purchase

2. **Date of Board Meeting:** June 13, 2022

3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Tom Tyburski, Culture, Parks and Recreation Director
Maria E. Capriola

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the supplemental appropriation request to expedite the purchase of the replacement golf fairway mower, the following motion is in order:

Move, effective June 13, 2022, to approve a supplemental appropriation for the purchase of a Golf Course Mower in the amount of \$29,500, with funding from the Golf Maintenance Equipment Surcharge Account.

5. **Summary of Submission:**
The Director of Culture, Parks and Recreation and Golf Superintendent have expressed an interest in purchasing an off-lease piece of golf maintenance equipment – to replace a 2006 Jacobsen Fairway Mower. This is an opportunity to acquire a lightly used mower that will have an estimated useful life of 12-15 years with our department. Staff had planned to replace this unit as new in 5-6 years but the current equipment is failing faster than expected and replacement parts are more difficult to find for this piece of older equipment.

The Board of Finance will review this request at their meeting on June 21st.

6. **Financial Impact:**
The purchase price for the off-lease mower is \$29,500. A similar new model is estimated to cost nearly \$90,000. There will be a minor credit back to the surcharge fund when the old unit is sold for parts at auction. The funds for this purchase would come from the Golf Course Maintenance Equipment Fund, which is funded by a surcharge on greens fees at the golf course, not general fund tax dollars.

The golf maintenance equipment surcharge fund can absorb this purchase without affecting other planned purchases.

7. **Description of Documents Included with Submission:**
a) Sales Quote for Mower



turf products

QUOTE

157 Moody Road • PO Box 1200 • Enfield, CT 06083
Main Office: (800) 243-4355 • FAX (860) 763-5550

Prepared For:
Simsbury Farms Golf Course

Ship To:
Quote Number: GCM52522
Quoted Date: **05/25/22**
Prepared By: Greg Maak



Equipment Model / Description	ID Number	Year / Hours	Price
2016 5410-D fairway mower	03606-402185977	2016/ 1688	\$29,500.00
8 blade reels			

SubTotal:	\$	29,500.00
Set Up:		
Freight:		
State Sales Tax:		<i>Not Included</i>
TOTAL PRICE:	\$	29,500.00

NOTES:



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

- Title of Submission:** Supplemental Appropriation – Meadowood Barn Demolition
- Date of Board Meeting:** June 13, 2022
- Individual or Entity Making the Submission:**
Maria Capriola, Town Manager; Amy Meriwether, Finance Director/Treasurer
maria E. Capriola
- Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports moving forward with the supplemental appropriation as presented, the following motion is in order:

Move, effective June 13, 2022, to approve an appropriation for the Meadowood Barn demolition and legal expenses in the amount of \$41,000 as presented and to create a capital project for the Meadowood barn demolition.

5. Summary of Submission:

The Meadowood open space property was acquired by the Town on September 29, 2021. Unfortunately, during the first week of October, one of the barns on the property began to suddenly lean significantly due to extreme wet weather. Upon assessment of the structure by the Town's Deputy Building Official and a structural engineer, it was determined that the barn needed to come down immediately. The cost of this demolition was \$19,200.

Subsequently in January 2022 another barn needed to be demolished due to similar circumstances. The cost of this demolition was also \$19,200. The Board of Selectmen was kept apprised of the barn conditions in the fall and winter.

Barn demolition was not anticipated within the original scope of the capital project. While bond counsel advised that the expenses could be charged to the capital project, there is not sufficient funding in the appropriation. Therefore, it has been recommended that the barn demolition capital project be created.

Additionally, due to the complex nature of closing on the property, our legal expenses were higher than anticipated. \$2,600 of the requested supplemental appropriation is to cover legal expenses.

This item will be reviewed at the next Board of Finance meeting on June 21, 2022.

6. Financial Impact:

Staff is requesting funding for this project come from the Capital Reserve Fund with the intention that this funding will be replenished during year end close with general fund savings.

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:** Supplemental Appropriation Request – Simsbury Housing Authority
2. **Date of Board Meeting:** June 13, 2022
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Melissa Appleby, Deputy Town Manager; Amy N. Meriwether, Finance Director/Treasurer
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the recommendation from the Finance Sub-Committee to provide funding to the Simsbury Housing Authority, the following motion is in order:

Move, effective June 13, 2022 to approve a supplemental appropriation for funding for the Simsbury Housing Authority in the amount of \$100,000.

5. **Summary of Submission:**
The Simsbury Housing Authority is making a request to the Town for funding through ARPA. The Housing Authority has a number of capital improvements for which they are seeking funding; the prioritized funding request is attached.

Simsbury is using our allotted ARPA funding to cover revenue loss for the Town. During the FY23 budget process, the Town's ARPA funds were allocated against general government services creating savings in the operating budget to utilize at the Town's discretion. The Board has expressed utilizing these dollars keeping within the intentions of the ARPA funding.

At its June 1, 2022 meeting, the Finance Sub-Committee unanimously endorsed and supported this request. The Sub-Committee recommends requiring post-project reporting from the Housing Authority to demonstrate proof of expenses.

The next step, if approved tonight by the Board of Selectmen, would be a review by the Board of Finance at their upcoming June 21st meeting.

6. **Financial Impact:**
The Housing Authority has presented a comprehensive list of needs, listed in order of priority. If approved, an appropriation from the Town of \$100,000 would fund the top three most urgent needs.
7. **Description of Documents Included with Submission:**
 - a) Simsbury Housing Authority – ARPA Funding Priority List

ARPA FUNDING PRIORITY LIST

Dr. Owen L. Murphy Apartments

		Each	Total
1)	Electric Panels	17	\$1,537.93
	Master Electric Panel		\$26,144.81
	(These are Old Federal Pacific Panels)		\$10,200.00
2)	Heat Pumps	6	\$4,476.39
			\$26,858.34
3)	New Lever Lock System		\$18,975.00
	(This is replacement for entire complex on a new master key system)		
4)	Site Lighting - (26 Roadway)		\$90,000.00
5)	Energy Efficient Window Replacement		\$183,600.00
	56 Single		
	49 Doubles		
	87 Triples		
6)	Energy Efficient Door Replacement		\$115,200.00
	70 Doors X 2 = 140		
Total			<u><u>\$470,978.15</u></u>

Virginia Connolly Residence

1)	Tub Conversions to Walk-In Shower		\$228,000.00
	38 Conversions		
Total			<u><u>\$228,000.00</u></u>

Grand Total **\$698,978.15**



Town of Simsbury

933 HOPMEADOW STREET

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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Supplemental Appropriation Request – 501(c)(3) Non-Profit Grant Program
2. **Date of Board Meeting:** June 13, 2022
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Melissa Appleby, Deputy Town Manager; Amy N. Meriwether, Finance Director/Treasurer
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**

If the Board of Selectmen supports the recommendation from the Finance Sub-Committee to provide funding to a non-profit grant program, the following motion is in order:

Move, effective June 13, 2022, to approve a supplemental appropriation for funding for the 501(c)(3) Non-Profit Grant Program in the amount of \$150,000.

5. **Summary of Submission:**

The former ARPA Work Group and current Finance Sub-Committee have identified a non-profit grant program as a priority project for ARPA funding. The proposed program would provide funding to non-profit organizations to address a need or negative impact of the COVID-19 public health emergency. The Finance Sub-Committee recommends allocating a total of \$150,000 for this program, with funding requests to be capped at \$10,000 per organization.

The proposed application form closely mirrors the form for outside agency grant requests through the budget cycle, with the exception that this application is only open to non-profit organizations (the outside agency application is open to both non-profits and not-for-profits).

Simsbury is using our allotted ARPA funding to cover revenue loss for the Town. During the FY23 budget process, the Town's ARPA funds were allocated against general government services creating savings in the operating budget to utilize at the Town's discretion. The Board has expressed utilizing these dollars keeping within the intentions of the ARPA funding.

At its June 1, 2022 meeting, the Finance Sub-Committee unanimously endorsed and supported moving forward with this program. The next step, if approved tonight by the Board of Selectmen, would be a review by the Board of Finance at their upcoming June 21st meeting. If approved, the application would be open for approximately one month, and the Board of Selectmen would consider the applications at the August meeting.

6. Financial Impact:

The proposed funding for this program is \$150,000, with individual funding requests capped at \$10,000.

7. Description of Documents Included with Submission:

a) 501(c)(3) Non-Profit Grant Application



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

DRAFT

AMERICAN RESCUE PLAN ACT (ARPA) FUNDING 501(c)(3) NON-PROFIT AGENCY APPLICATION

The Town of Simsbury is accepting applications from non-profit organizations for funding under the American Rescue Plan Act (ARPA). To be eligible, organizations must have a 501(c)(3) tax status. **The deadline to apply is Friday, July 29, 2022 at 1:00pm.** The funds provided to the Town through ARPA must be incurred by December 31, 2024, and expended by December 31, 2026.

Agency: _____

Address: _____

EIN #: _____

DUNS #: _____

Prepared by: _____ Title: _____

E-mail: _____ Telephone #: _____

Provide a brief description of your agency, the services it provides, and the characteristics of the recipients of your program(s).

ARPA Funds Requested: \$ _____ (may not exceed \$10,000)

Specify how the monies requested will be expended, and how this will address a need or negative impact of the COVID-19 public health emergency (may include eligible expenses dating back to March 2021):

DRAFT

Target Population (please check categories):

- _____ Children (0-12) _____ Single Adult (18 – 60)
_____ Youth (12-18) _____ Seniors (60+)
_____ Families (2+ per household) _____ Disabled (any age)

Please complete the following table for each service or program that will be provided using ARPA funds:

SERVICE/PROGRAM	Total # of Clients Served	# of Simsbury Clients Served	Average Time spent per Client	Cost per Client/ Unit of Service

List all state or federal COVID-related assistance received over the last two years:

Income Source	Amount

Other documentation that must be attached:

1. List of Board of Directors
2. Most recent annual report
3. Most recent financial audit
4. Current organizational Budget Summary identifying revenues.
5. Copy of the IRS 501(c)(3) determination letter

****Additional information may be required upon request of the Town***

Signatures:

Board Chair: _____ Date: _____

Executive Director: _____ Date: _____

Submit to: Amy Meriwether
Director of Finance/Treasurer
933 Hopmeadow Street
Simsbury, CT 06070
OR ameriwether@simsbury-ct.gov



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Property Appraiser Classification
2. **Date of Board Meeting:** June 13, 2022
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Melissa Appleby, Deputy Town Manager; Amy Meriwether; Finance Director/Treasurer
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the creation of the proposed Property Appraiser classification, the following motions are in order:

Move, effective June 13, 2022, to create the classification of Property Appraiser and to approve the proposed job description as presented.

Further move to establish an hourly rate of pay for the position between \$37.09 – \$44.32/hour².

5. **Summary of Submission:**
The Simsbury Assessor's Office includes 3 full time staff members: Assessor; Assistant Assessor; and Assessor's Aide positions. The team works together to identify property values of all residential, commercial, and personal property plus motor vehicles for the Town's Grand List. As indicated during the budget process, an in-house municipal Property Appraiser will allow the Assessor's Office to gather more accurate appraisals and reduce the backlog in inspections, while reducing the reliance on contractors. This will benefit the Town by allowing staff to more accurately calculate any growth in the Grand List. The approved FY 22/23 budget funded a full-time position.

The Town Manager's Office worked to conduct benchmarking for external similar positions. The Finance Director, Assessor and Town Manager's Office staff worked to create the proposed job description.

The position is proposed to be 35 hours per week, which is consistent with other staff positions in the Assessor's Office. The position would be classified as non-exempt (hourly). The position would be introduced as an unaffiliated position.

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

² This would be the rate of pay for FY 22/23 and will be used for advertising and recruitment purposes.

“...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 approved the proposed creation of the Property Appraiser classification at their June 13, 2022 meeting. They also endorsed the proposed job description and pay range.

6. Financial Impact:

The proposed hourly range for FY 22/23 for the position is \$37.09 - \$44.32 per hour (salary range of \$67,502 - \$80,670). The position is budgeted for FY 22/23.

7. Description of Documents Included with Submission:

a) Proposed Job Description – Property Appraiser

Town of Simsbury

TITLE: Property Appraiser

DATE: June XX, 2022

DEPARTMENT: Assessor's Office, Finance Department

AFFILIATION: Unaffiliated

FLSA STATUS: Non-Exempt

POSITION DESCRIPTION:

Professional level office and field work providing technical assistance to the Assessor principally in connection with the inspection and appraisal of real and personal property for taxation purposes and related work as required. Works under the general supervision of the Assessor in accordance with prevailing statutes, policies and procedures.

ESSENTIAL JOB FUNCTIONS:

- Performs extensive field inspections generated by building permits.
- Measures buildings and structures, calculates building areas, inspects alterations and repairs.
- Enters data collected and completes sketches, utilizing computer assisted mass appraisal system (CAMA) for property valuation and assessments.
- Reviews building plans and accurately transfer information to CAMA system.
- Responds to public inquiries relating to residential real property and business personal property assessments including valuation methods. Investigates complaints of taxpayers and, with the advice and direction of the Assessor and/or Assistant Assessor, assists in the correction of any inequities discovered and verified.
- Provides customer assistance in understanding data collection and its processes.
- Assist Assessor with sales verification and analysis report program. Review MLS listings, sales questionnaires and conducts sales inspections to determine validity of sales transactions.
- Confer with property owners, attorneys and real estate agents on current values of residential real property.
- Lends assistance as required in all aspects of the work of assessing and record keeping.
- Performs other related duties as assigned.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of residential real property values.
- Knowledge of mapping skills, valuation techniques, modern principles, practices, and methods of estimating property values for assessment purposes.
- Familiarity with Connecticut State Statutes and laws governing assessment and appraisal.
- Knowledge of accounting principles and methods, as applied to assessment practices.
- Ability to accurately measure, calculate and make estimates of residential real property values for assessment purposes.
- Ability to establish and maintain effective working relationships with associates, attorneys, other town department representatives, residents/homeowners, and the general public in discovering, listing, and/or valuing residential real property using principles of good customer services.

- Ability to communicate effectively with individuals, in person or by telephone, using tact, diplomacy, sensitivity and ability to express oneself clearly and concisely, orally and in writing.
- Ability to adhere to strict timelines and deadlines in accordance with the Connecticut General Statutes.
- Ability to use independent and objective judgement in deciding techniques of appraisal and the reliability of information obtained to establish fair assessments.
- Knowledge of and skills with CAMA software and assessment administration applications (preferably with eQuality and QDS), MS Word, Excel.

REQUIRED PHYSICAL AND MENTAL HEALTH EFFORT AND ENVIRONMENTAL CONDITIONS:

The physical and mental effort demands as well as the environmental conditions described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- Must be able to sit at a desk or stand at an assigned location and work continuously for extended periods of time.
- Ability to talk and hear.
- Ability to use hands to operate objects, tools, or controls and reach with hands and arms.
- Specific vision abilities required by this job include vision and the ability to adjust vision.
- Works in office setting subject to continuous interruptions and background noises.
- Includes exposure to video display terminals on a daily basis.
- Ability to file letters, correspondence, reports, etc. in file cabinet drawers ranging in height from 1' to 7' from the floor.
- Ability to move throughout the police department, Town Hall and other town buildings and sites.

MINIMUM QUALIFICATIONS:

Associate's Degree, or equivalent, from an accredited college or technical college in public administration, business administration, real estate or a closely related field. Candidates should also have taken basic and advanced courses in property appraisal and assessment. Candidates should have at least two years varied and professional experience in the field of property valuation, appraisal, and assessment. An additional two years of relevant appraisal experience may be substituted for the educational requirement.

SPECIAL REQUIREMENTS:

- Must be certified as a Connecticut Municipal Assessor, or able to obtain certification as a Connecticut Municipal Assessor within four (4) years of appointment. A current Residential Real Estate Appraisal Certification can be substituted for the Connecticut Municipal Assessor Certification.
- Must possess a valid motor vehicle operator's license.

NOTE: The above description is illustrative of tasks and responsibilities. It is not meant to be all inclusive of every task and responsibility.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Revisions to Information Technology Director Job Description

2. **Date of Board Meeting:** June 13, 2022

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

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports approving the revised job title and job description, the following motion is in order:

Move, effective June 13, 2022, to approve the revised job title and job description for the Information Technology Director position as presented.

5. **Summary of Submission:**
The Data Processing Manager job description has not been updated in over 25 years. Since then the world of technology and the needs of the Town have evolved. Accordingly, much of the job description is dated and requires housekeeping updates to reflect modern technology, current practices, and appropriate terminology. This position is classified at grade A10 of the Administrative and Professional Supervisors employees' pay plan.

The proposed changes are minor in nature and mainly intended to modernize the terminology to reflect current practices. Staff from the Town Manager's Office were involved in developing the revisions. This proposal also recommends changing the title to Information Technology Director.

The position would stay exempt, at the same pay grade and hours of work (40 hours per week). This position is a Director level position and is part of the leadership team. The position reports to the Deputy Town Manager.

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."

This item was reviewed and endorsed by the Personnel Sub-Committee at their May 12, 2022 meeting. The proposal was sent to the Union and they have agreed to the changes.

6. Financial Impact:

None

7. Description of Documents Included with Submission:

a) Proposed Revised Job Description – Information Technology Director

Town of Simsbury

TITLE: ~~Data Processing Manager~~ Information Technology Director

GRADE: A10 (Supervisors)

DEPARTMENT: IT **DATE:** June XX, 2022

FLSA STATUS: Exempt

OBJECTIVES: POSITION DESCRIPTION:

Under the direction of the ~~Director of Finance/Treasurer and the School Business Manager~~ Deputy Town Manager, plans, organizes, oversees and participates in the administration of information technology ~~processing~~ services related to the technology requirements ~~EDP needs~~ of the Town and Board of Education – Central Office.

ESSENTIAL JOB FUNCTIONS:

- Supervises and evaluates information technology staff in the review of helpdesk ticket reporting, progress reports generated by staff, daily and weekly meetings.
- Coordinates staff work procedures, assignments, schedules and workloads; trains, motivates and evaluates assigned staff; reviews progress and directs changes as needed.
- Develops, coordinates, and implements professional development, and cross-training programs for assigned employees.
- Engages in work related to collective bargaining and labor-management relations, such as grievances and disciplinary processes, in accordance with relevant laws, regulations, personnel policies and collective bargaining agreements.
- Plans and directs all information technology ~~data processing~~ program activities of the Town of Simsbury and the Simsbury Board of Education administrative departments.
- Provides operational support, training and systems maintenance for all PC hardware and software including local area networks and wide area network infrastructure and network routing equipment and security appliances for municipal and public library locations.
- Analyzes existing municipal and school operations to computerize office functions; submits recommendations for system requirements.
- Provides technical support to Town and School employees ~~and data processing committees~~; coordinates with other employees and vendors to assure efficient use of software and hardware.
- Trains Town and School employees in the proper use of computer software, provides systems management including back-up safety of computerized programs, and vendor management for hardware and software maintenance.
- Acts as liaison with users of ~~data processing~~ technology services in Town offices, Board of Education and School administrations.
- Staffs commission/agency meetings, as related to technology operations, which may occur during early morning, evening and weekend hours.
- ~~Prepares progress reports and budget information to keep boards, commissions and department heads informed of project developments and future projects.~~
- Prepares the annual Information Technology operating budget and capital project budget.

- Manages the expenditure of Department fund allocations within the constraints of approved operating and capital budgets. Provides capital project information to the Deputy Town Manager and Director of Finance as needed.
- Monitors and manages departmental operating revenues and expenditures, and assigned capital project budgets, throughout the fiscal year. Provides purchase order and purchasing card review and approval, as needed, in accordance with financial management policies and procedures.
- Prepares bid specifications and related specifications for technology related purchases. Advises departments on hardware and software purchases. ~~documentation and program analysis.~~
- Negotiates purchasing or leasing contracts for personal computers, other technology equipment, and software with vendors.
- ~~Supervise the Operations Manager.~~
- Oversees telephony services, fiber optic infrastructure, and video surveillance equipment inside and outside municipal facilities.
- Manages, plans, and implements the Town's cyber security efforts. Coordinates related employee training.
- Oversees development and maintenance of the Town's website, and of assigned affiliates websites.
- Performs other related duties as assigned.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Thorough knowledge of the principles, practices and techniques of information technologies ~~modern data processing~~ and management information systems.
- Considerable knowledge of the operating characteristics, capabilities, limitations and service requirements of personal computers and related equipment.
- Considerable knowledge of current practices and developments in information systems especially in the area of municipal government and schools.
- Considerable knowledge and ability ~~to install~~ in the planning, installation and maintenance of Local Area Networks (LANs) including required software and hardware; proficient in Microsoft products, network and security.
- Knowledge of the principles of supervision, organization and administration.
- Ability to relate to service requirements of using agencies to the capabilities of modern technology and to judge the practicality of potential applications.
- Ability to effectively communicate complex technical subjects both orally and in writing.
- Ability to establish and maintain effective working relationships with Town and School officials, employees, user agencies and vendors.
- Proficiency in cyber security best practices and vendor relations pertaining to cyber security protection methods and guidelines.

REQUIRED PHYSICAL AND MENTAL EFFORT AND ENVIRONMENTAL CONDITIONS:

- Must be able to sit at a desk or stand and work continuously for extended periods of time.

- Ability to file letters, correspondence, reports, etc. in file cabinet drawers ranging from 1' to 7' from the floor.
- Works in office setting subject to continuous interruptions.
- Includes exposure to video display terminals on a daily basis.
- Must be able to work under stress from demanding deadlines and changing priorities and conditions.
- Stands, sits and walks extended periods of time; bends and reaches to file records, correspondence, reports, etc.

REQUIRED EQUIPMENT OPERATIONS:

- ~~Operates personal computer and standard office equipment.~~
- Proficient in various office equipment operations; including but not limited with desktops, laptops, printers, wifi equipment, network electronics, and cloud-based technologies.
- Must possess and maintain a valid driver's license to operate municipal vehicles.
- Appointment to positions in the Police Department are subject to meeting appropriate background standard.

REQUIRED MINIMUM QUALIFICATIONS (Minimum)

- Graduation from college with a bachelor's degree in Computer Science, Business or Public Administration or related field plus five years of progressively responsible experience in MIS ~~and EDP~~ development, supervision, or equivalent. Supervisory and municipal experience are highly desirable.

REQUIRED LICENSE OR CERTIFICATE:

- Valid Motor Vehicle Operator's License

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



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Youth and Family Social Worker Classification
2. **Date of Board Meeting:** June 13, 2022
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Melissa Appleby, Deputy Town Manager; Kristen Formanek, Director of Community and Social Services

4. **Action Requested of the Board of Selectmen:**
maria E. Capriola
If the Board of Selectmen supports the creation of the proposed Youth and Family Social Worker classification, the following motions are in order:

Move, effective June 13, 2022, to create the classification of Youth and Family Social Worker and to approve the proposed job description as presented.

Further move to establish a salary rate of pay for the position between \$72,059 – \$86,119³.

5. **Summary of Submission:**
The Simsbury Social Services Department consists of the following positions providing direct service: Director of Community and Social Services; Community Social Worker; Social Services Assistant; and one part-time senior outreach coordinator. The Pandemic has created a greater need for mental health and well-being services. As discussed during budget development, the newly proposed Youth and Family Social Worker will focus on our youth and their families in Town. This position will perform responsible Social Work involving case management, outreach, program development and implementation, and group work with the Town's youth and their families. This position was approved in the FY 22/23 Budget.

The Town Manager's Office worked to conduct salary benchmarking for similar positions. The Director of Community and Social Services and Town Manager's Office staff worked to create the proposed job description.

The position is proposed to be 35 hours per week, which is consistent with our current Community Social Worker position in the Social Services Department. The position would be classified as exempt. The position would be introduced as an unaffiliated position.

³ This would be the rate of pay for FY 22/23 and will be used for advertising and recruitment purposes.

Chapter 9, Section 902 of the Charter requires that I prepare and submit proposed 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 approved the proposed creation of the Youth and Family Social Worker classification at their June 13, 2022 meeting. They also endorsed the proposed job description and pay range.

6. Financial Impact:

The proposed salary range for FY 22/23 for the position is \$72,059 - \$86,119. The position is budgeted for FY 22/23.

7. Description of Documents Included with Submission:

a) Proposed Job Description – Youth and Family Social Worker

TOWN OF SIMSBURY

TITLE: Youth and Family Social Worker

DATE: June XX, 2022

DEPARTMENT: Community and Social Services

AFFILIATION: Unaffiliated

FLSA STATUS: Exempt

POSITION DESCRIPTION:

Professional Social Work position focused on the needs of the Town's youth and their families, and promotes positive youth development. Performs responsible Social Work involving case management, outreach, program development and implementation, and group work with the Town's youth and their families. Through delivery of social services, works with clients, volunteers, and community contacts to improve social, and emotional stability for youth and their families. Receives supervision and direction from the Director of Community and Social Services and works closely with Community Social Worker.

ESSENTIAL JOB FUNCTIONS:

- Coordinates and administers the Youth Service Bureau and the Youth Service Bureau Advisory Board, which may occur during early morning, evening and weekend hours.
- Assesses the needs of the community, it's youth and their families.
- Evaluates programs and makes modifications when needed. Sets program indicators and tracks outcomes. Conducts research, and plans for changing needs.
- Provides coordination of and direct services for youth and their families, to promote positive youth and character development.
- Develops and administers the budget for the Youth Service Bureau.
- Explores and applies for funding opportunities/grants. Ensures compliance with grant requirements, and prepares annual reports.
- Conducts psycho-social needs assessments and plans and develops options and services to address unmet needs. Provides appropriate services, information, and referrals.
- Responsible for conducting Ohio scales and surveys for Youth Service Bureau and Juvenile Review Board participants.
- Provides case management, needs assessment, information and referral to departmental clients (youth and families). Conducts group work.
- Participates in Juvenile Review Board hearings, which may occur during early morning, evening and weekend hours.
- Provides case management to Juvenile Review Board participants and their families. Helps coordinate with schools/police/agencies/families to support youth involved in minor offenses.
- Helps coordinate, implement, and supervise volunteer and community service opportunities for youth.
- Coordinates and/or participates in community events and meetings, and provides outreach activities. Prepares educational materials and gives public presentations.
- Collaborates with other professionals, departments, community organizations and others as needed.
- Ensures compliance with local, state and federal law governing Youth Service Bureau programs and activities. Keeps current with regulatory, professional, and clinical advances.

- Plans and coordinates substance abuse prevention programs for youth and their families. Provides programs and services to help prevent and alleviate substance abuse/misuse.
- Maintains confidential data, case records, and statistics. Prepares reports and case files.
- Staffs advisory committees and boards as assigned, acts as Social Services Liaison.
- Participates in the overall team environment, and assists with programs and special projects and duties as assigned.
- Attends and actively participates in staff meetings, trainings, workshops and other available educational opportunities.
- Participates and coordinates in evening and weekend programming as needed.
- Responds to emergency calls as assigned on a 24-hour basis.
- Performs other related duties as assigned.

(The above description lists only those job duties necessary for salary evaluation and does not include each and every job duty requirement)

KNOWLEDGE, SKILLS AND ABILITIES:

- Considerable ability to establish and maintain effective working relationships with co-workers, other service providers, community partners and stakeholders, youth and their families, clients, and the general public.
- Considerable ability in oral and written communications.
- Thorough knowledge of human services programs.
- Knowledge of Federal, State, and community resources and programs.
- Ability to effectively communicate orally and in writing.
- Thorough ability to follow oral and written instructions and to maintain information in confidence.
- Strong knowledge of current office technology, including but not limited to Microsoft Office, Excel and PowerPoint.

REQUIRED PHYSICAL AND MENTAL HEALTH EFFORT AND ENVIRONMENTAL CONDITIONS:

- Must be able to sit at a desk or stand and work continuously for extended periods of time.
- Ability to talk and hear.
- Ability to use and operate objects, tools, or controls and reach with hands and arms.
- Specific vision abilities required by this job include close vision and the ability to adjust vision.
- Works in office setting subject to continuous interruptions and background noises.
- Works outside providing programming and community events, as well as other activities.
- Includes exposure to video display terminals on a daily basis.
- Ability to move reports and office equipment by exerting up to ten (10) pounds of force.
- Ability to file letters, correspondence, reports, etc. in file cabinet drawers ranging in height from 1' to 6' from the floor.
- Ability to handle stressful situations.
- Ability to move throughout town buildings and sites.
- Ability to operate a motor vehicle.

- This position occasionally requires long hours beyond those scheduled hours, including evening and weekend work as job duties demand. Additional hours, including nights, may be required for emergencies and program coverage.

The physical demands here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

MINIMUM QUALIFICATIONS:

- The skills and knowledge required would generally be acquired with a Master's Degree in Social Work or a related field and a minimum of two years of experience in social services work, with a focus on Youth and Families. Candidates with a Bachelor's Degree in Social Work or a related field and a minimum of five years of experience in social services work, with a focus on Youth and Families.
- A Master's degree, municipal experience, and experience working in a Youth Services Bureau and/or with a Juvenile Review Board are preferred.

ADDITIONAL REQUIREMENTS:

- Valid Motor Vehicle Operator's license required.
- If the selected candidate has a master's degree in social work, they must maintain their social worker licensure (LMSW or LCSW). If a selected candidate with a master's degree in social work does not have licensure at the time of hire, they must obtain their licensure within eighteen (18) months from their date of hire.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Successor Collective Bargaining Agreement Between the Town and CSEA Clerical, Library, and Secretarial Employees, July 1, 2019 – June 30, 2023
2. **Date of Board Meeting:** June 13, 2022
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
The Board of Selectmen has three options as follows:
 - **Option A** is to vote to authorize the Town Manager to execute the proposed successor collective bargaining agreement as presented.
 - If the Board is dissatisfied with the proposed successor collective bargaining agreement, **Option B** would be to reject the agreement as presented. If the Board rejects the agreement, the matter shall be returned to management and the union for continuation of the interest arbitration process.
 - **Option C** would be to take no action on the agreement, in which case the agreement would become effective after a 30 day period.

Since the contract was negotiated in good faith, I recommend Option A. If the Board of Selectmen supports adopting the successor collective bargaining agreement as presented, the following motion is in order:

Move, effective June 13, 2022, to authorize Town Manager Maria E. Capriola to execute the proposed successor Collective Bargaining Agreement between the Town of Simsbury and CSEA Clerical, Library, and Secretarial Employees, July 1, 2019 – June 30, 2023, which shall enter into effect retroactively from July 1, 2019 and expire on June 30, 2023.

5. **Summary of Submission:**
Staff has negotiated a proposed successor collective bargaining agreement with the CSEA Clerical, Library, and Secretarial (SCL) unit. The Board of Selectmen is the ratification body for the town and the Town Manager must be authorized by the Board to sign and execute the agreement. The Union's ratification meeting is scheduled for June 10th.

Highlights of the proposed agreement are as follows:

- Duration
 - 4 years – July 1, 2019 through June 30, 2023

- General Wage Increases
 - FY 20: 2.25%
 - FY 21: 2.35%
 - FY 22: 2.35%
 - FY 23: 2.25%
- New hires will need to have ten years of continuous eligible service to be eligible for retiree medical insurance coverage. Existing employees remain eligible after five years of continuous eligible service
- Contributions for employees participating in the defined benefit plan will increase by 1% to 6% of salary upon contract ratification and by another 1% to 7% of salary on July 1, 2022
- Health insurance plan management changes allow for both pharmacy and medical management
- Medical insurance co-pays have increased
- Language was updated throughout the document, including changing First Selectmen to Town Manager to reflect the current form of government, clarification of leave accruals, and other housekeeping items

6. Financial Impact:

The SCL union represents 17 full-time and 19 part-time employees. When factoring in the general wage increase, step increases, payroll taxes, pension, and other benefits the total contract reflects an increase of \$46,364 or 3.70% for FY20, \$40,076 or 3.09% for FY21, \$55,863 or 4.17% for FY22, and \$44,148 or 3.17% for FY23. Higher increases in the latter two years of the contract reflect the backfilling of positions that were vacant due to attrition.

State-wide, we are seeing negotiated settlements during the life of this contract award (average) general wage increases in the 2.20%-2.30% range, comparable to what has been negotiated.

7. Description of Documents Included with Submission:

- a) Total Contract Cost Analysis
- b) Tentative Agreement between the Town of Simsbury and CSEA Clerical, Library, and Secretarial Employees, July 1, 2019 – June 30, 2023

Total Estimated Contract Cost - Clerical, Library, and Secretarial

	Total Base Salaries	FICA/Medicare	Workers' Comp	LTD	Life Insurance	Pension ¹		Health Insurance		Total	% Change
						Employer Costs	Increased Employee Contributions	Employer Share	Plan Design Changes ²		
Baseline (FY19)	\$ 760,611	\$ 58,187	\$ 17,722	\$ 2,715	\$ 3,879	\$ 83,032	\$ -	\$ 325,453	\$ -	\$ 1,251,600	
FY20 - 2.25% GWI	\$ 794,301	\$ 60,764	\$ 18,507	\$ 2,836	\$ 4,051	\$ 87,626	\$ -	\$ 329,879	\$ -	\$ 1,297,964	3.70%
FY21 - 2.35% GWI	\$ 821,680	\$ 62,859	\$ 19,145	\$ 2,933	\$ 4,191	\$ 90,737	\$ -	\$ 336,495	\$ -	\$ 1,338,040	3.09%
FY22 - 2.35% GWI	\$ 850,808	\$ 65,087	\$ 19,824	\$ 3,037	\$ 4,339	\$ 93,878	\$ (2,227)	\$ 359,158	\$ -	\$ 1,393,903	4.17%
FY23 - 2.25% GWI	\$ 880,817	\$ 67,383	\$ 20,523	\$ 3,145	\$ 4,492	\$ 96,620	\$ (4,584)	\$ 391,482	\$ (21,827)	\$ 1,438,051	3.17%

1 - Town contribution to general government plan, based on 7/1/20 valuation, is 21.08% of current payroll.

2 - Estimated costs savings associated with the implemented of plan management changes (pharmacy management/drug utilization; medical management).

AGREEMENT BETWEEN

**THE SIMSBURY SECRETARIAL, CLERICAL & LIBRARY TOWN
EMPLOYEES ASSOCIATION,
CSEA, SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 2001**

AND

THE TOWN OF SIMSBURY

July 1, ~~2015-2019~~ — June 30, ~~2019~~2023

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PREAMBLE

This Agreement is made and entered into by and between the Town of Simsbury (hereinafter referred to as “the Town” or “the Employer”) and the Simsbury Secretarial, Clerical and Library Town Employees’ Association, CSEA, Service Employees International Union Local 2001 (hereinafter referred to as “the Union”).

ARTICLE 1 Recognition

The Town of Simsbury recognizes the Simsbury Secretarial, Clerical, and Library Town Employees’ Association, CSEA, Service Employees International Union Local 2001 as the sole and exclusive bargaining agent for all full-time and part-time secretarial, clerical, and library employees as set forth in Decision No. 3083 and in Decision No. 3094, excluding department heads, supervisors, and all others excluded by the Municipal Employees Relations Act (hereinafter referred to as “the Act”) for the purpose of bargaining with respect to wages, hours, and other terms and conditions of employment as mandated by the Act.

ARTICLE 2 Appointments and Vacancies

SECTION 2.1 The Town shall electronically post notices of all newly established positions within the bargaining unit and notices of vacancies within the bargaining unit which it wishes to fill ~~on official boards in each department for a period of two (2) weeks.~~ Prior to any external posting, such notice will be posted internally to the bargaining unit for a period of five (5) business days and shall be provided by email to all bargaining unit employees. Such notice shall specify the title and salary range of the position, the nature of the work to be performed, the requisite qualifications, including experience for the position, and the closing date for receiving applications. Any employee who meets the minimum qualifications may submit his or her application to the Town. ~~Nothing contained herein shall prohibit simultaneous outside advertisement of the position.~~

SECTION 2.2 Whenever the application of any bargaining unit member is rejected, the ~~First Selectman~~ Town Manager, or designee, shall give written notice to the applicant of the reason of such rejection. The applicant may grieve, but not arbitrate, such rejection, provided however, the applicant has the right to grieve and arbitrate the Town’s ultimate selection.

SECTION 2.3 Appointments to vacant bargaining unit positions shall be made on the basis of qualifications, skill and ability, suitability, work experience and work record. ~~Internal bargaining unit applicants who are qualified for vacant positions shall be appointed over outside applicants.~~ Where an external is more qualified than an internal town candidate, the external candidate may be offered the position. Otherwise, the position shall be offered to the internal candidate. Where qualifications, skill and ability, suitability, work experience and work record are relatively equal among two or more internal bargaining unit applicants, seniority shall be the determining factor in appointment. Junior employees cannot grieve the selection of a more senior employee.

SECTION 2.4 Probationary Period For securing the most effective adjustment of a newly hired individual and for determining that an employee's work meets required standards, all initial appointments are for a probationary period not to exceed six (6) months. In case of extended documented illness, the probationary period for a new employee may be extended to encompass six (6) months of actual work time.

Any bargaining unit member or member of another CSEA bargaining unit who has completed her or his regular probationary period in a position within the bargaining unit and who voluntarily transfers or is promoted to a different position either in the bargaining unit or in another CSEA bargaining unit shall serve a probationary period of ~~two up to four~~ ~~two~~ calendar months. If during this probationary period, the employee finds the new position unacceptable or the Town finds the employee unsuited to the new position, such employee shall be returned to the position from which the employee transferred or was promoted. During this period, the vacated position may be filled at the Town's discretion, on a temporary basis.

SECTION 2.5 Evaluation of Performance During the probationary period, the department head shall submit quarterly reports to the ~~First Selectman~~ ~~Town Manager~~ in writing, with a copy to the employee, evaluating the work of the employee. Upon successful completion of the probationary period, the employee shall be given written notice of such with a copy to the Union.

SECTION 2.6 Dismissal During the initial probationary period, a department head may dismiss an employee with approval of the ~~First Selectman~~ ~~Town Manager~~. Dismissal during the probationary period shall be at the discretion of the Town in accordance with the Town Charter and may occur for no reason or for any reason including but not limited to demonstration of inability or unwillingness to perform the duties of the position, lack of dependability, habits which detract from job performances or incompatibility with the supervisor. Notification of such dismissal shall be in writing. Dismissal during the probationary period shall not be subject to grievance and/or arbitration.

SECTION 2.7 Temporary Appointments Temporary appointments may be made when there is a bona fide vacancy which the Town has decided to fill, or when an employee is on extended leave of absence due to illness, leave of absence or other reasons. An appointment to a bona fide vacancy shall be for a period of not more than ~~two (2)~~ ~~three (3)~~ months unless mutually agreed to otherwise.

Qualified bargaining unit employees shall have preference for such appointments, provided that if, in the sole discretion of the Town, the position of a qualified bargaining unit employee would need to be filled during the period of temporary appointment, such employee shall not be eligible for the temporary appointment.

Employees, who are temporarily appointed to a higher classification within the bargaining unit for a full work day, shall be paid as if promoted to the position.

SECTION 2.8 Emergency Appointments The Town, to facilitate the carrying on of public business or avoid loss or serious inconvenience to the public, when an emergency arises which will not permit the appointment of eligible persons, may appoint any qualified person during such emergency for a period of not more than ninety (90) work days unless mutually agreed to otherwise.

Qualified bargaining unit employees shall have preference for such appointments, provided that if, in the sole discretion of the Town, the position of a qualified bargaining unit employee would need to be filled during the period of temporary appointment, such employee shall not be eligible for the temporary appointment.

Employees, who are so appointed to a higher classification within the bargaining unit for a full work day, shall be paid as if promoted to the position.

SECTION 2.9 Notification At the time of appointment or recall from a layoff, a letter signed by the ~~First Selectman~~ Town Manager, or his/her designee, with a copy sent to the collective bargaining unit and the department head, will be prepared indicating the following:

- A. Rate of remuneration
- B. Hours of employment
- C. Flex-time schedule where applicable
- D. A copy of the job description of the position for which he or she has been hired.

ARTICLE 3 Classifications

SECTION 3.1 Classification of Positions All positions substantially similar with respect to duties, responsibilities, authority and character of work shall be included within the same grade and the same schedule of compensation shall apply with equity under like working conditions to all positions in the same grade. No new position shall be allocated to a grade without negotiations and agreement with the Union, although the Town may make a temporary allocation pending negotiations. Position classifications are set forth in Appendix A to this Agreement.

SECTION 3.2 New or Changed Classifications Whenever the Town creates a new job classification or changes an existing job, the Town shall notify the Union. Within seven (7) days following the receipt of the notice, the Union may request and negotiate concerning the appropriate pay rate for such new or changed classification. If the parties are unable to reach an agreement, the Union may submit the issue to arbitration.

SECTION 3.3 Reclassification Positions, the duties of which have been changed materially so as to necessitate reclassification, shall be allocated to a more appropriate grade, whether newly created or currently existing, in the manner set forth in Section 3.1 and 3.2 above.

SECTION 3.4 Re-evaluation Whenever an employee believes that his/her job consistently requires the performance of duties of a specific higher classification for the majority of the workday or if an individual's job has evolved over time to encompass additional duties, either the employee or the Union may request a hearing before the ~~First Selectman~~ Town Manager relative to reclassification of the position in a manner consistent with the provisions of Section 3.1 above. Within ~~thirty (30)~~ ninety (90) calendar days of receiving the request, the ~~First Selectman~~ Town Manager or designee shall meet with the employee and the Union, conduct a reclassification review and analysis and render a decision; ~~hold a hearing and shall render a decision within ten (10) days following the hearing.~~ If more than

ninety (90) calendar days is needed to conduct the reclassification review and analysis, the timeframe may be extended upon mutual agreement of the Town and the Union. If the reclassification is granted, the change shall be retroactive to the date the request was received by the Town Manager's Office. If the matter remains unresolved following the decision of the ~~First Selectman~~ Town Manager or designee, the matter may be pursued through the contractual grievance and arbitration procedures. Requests in accordance with this provision may not be made more than once in a two (2) year period regarding a specific position.

SECTION 3.5 Part-Time Employees

A. Part-time employees hired prior to the effective date of this Agreement and working less than seventeen and a half (17.5) hours on an annualized basis shall be reclassified to Grade T3 in lieu of paid vacation, holiday, or personal days. The parties have entered into a separate Memorandum of Understanding concerning the implementation of this change for current employees. Part-time employees hired after the effective date of this Agreement and working less than seventeen and a half (17.5) hours on an annualized basis shall be classified as Grade T3, Step 1. All such employees shall be entitled to excused unpaid time off to be calculated in accordance with the vacation and holiday provisions for part-time employees working seventeen and a half (17.5) hours or more on an annualized basis as set forth in this Agreement.

B. The reclassification of these positions shall not be used for the justification of a re-evaluation request.

C. Part-time employees are not entitled to Step increases.

ARTICLE 4 Wages and Compensation

SECTION 4.1

A. Wage Rates and Steps

The wage rates for full time employees (for the purpose of this Article, those employees who are regularly scheduled to work at least seventeen and one-half hours per week) shall be set forth in Appendix B of this Agreement. The wage rates for part-time employees (for the purposes of this Article, those employees who are not regularly scheduled to work at least seventeen and one-half hours per week) shall be set forth in Appendix B of the Agreement. There shall be a ten step pay plan as set forth in Appendix B.

B. Wage Increases

1. Effective July 1, 2019, the rates of pay for all bargaining unit employees shall be increased by 2.25%.
2. Effective July 1, 2020, the rates of pay for all bargaining unit employees shall be increased by 2.35%.

3. On or after July 1, 2021 the rates of pay for all bargaining unit employees shall be increased by 2.35%.

4. On or after July 1, 2022 the rates of pay for all bargaining unit employees shall be increased by 2.25%.

The negotiated general wage increases shall apply retroactively for (1) employees on the payroll at the time of the ratification; (2) any employee who retired prior to the ratification; and (3) and employees who voluntarily resigned with five (5) or more years of service with the Town.

C. Step Movement

Each full-time employee as defined above shall receive a step increase on their anniversary date of hire, or, if applicable, their anniversary date in a promotional position, and such payments as appropriate shall be retroactive to the effective date under the contract.

SECTION 4.2 Rate of Pay on Transfer or Demotion When an employee is transferred from a position in one grade to a position in the same grade at the same level, he/she continues to be paid at the same rate of pay. When an employee is demoted to a lower grade, his/her salary shall be set at the step in the lower grade which is closest to, but does not exceed the former rate of pay.

SECTION 4.3 Rate of Pay on Promotion When an employee is promoted, his/her rate of pay shall be in accordance with Appendix B on an appropriate step representing at least a five percent (5%) increase.

SECTION 4.4 Starting Rate on Return from Military Service Any employee who leaves the Town service to enter the Armed Forces shall be reinstated to the extent required by state and federal law.

SECTION 4.5 Reserve Duty Advance payment of salary is allowed to an employee called for Reserve Duty with the understanding that the employee will reimburse the Town the amount paid to him/her for Reserve Duty; such reimbursement amount is not to exceed the amount of advanced pay. The employee must sign an agreement to reimburse the Town the amount of his/her military pay if he/she wishes the Town to provide his regular pay prior to his/her submission of a military pay voucher. Normal payroll deductions and Town contributions for insurance purposes are continued to cover such periods.

SECTION 4.6 Payment Employees shall be paid on a weekly basis, and ~~the town will continue to provide direct deposit of paychecks~~ all employees will be required to utilize direct deposit.

SECTION 4.7 Authorized Leave When absent because of authorized sick, vacation, or business leave, each employee is paid at the regular rate.

SECTION 4.8 Absence Without Leave An employee absent without authorized leave shall forfeit his or her pay for the entire duration of such absence and will be subject to disciplinary action up to and including dismissal.

SECTION 4.9 Payroll Deductions - Credit Union - Employees are eligible to join the Dutch Point Credit Union and to request from the Finance Department that deductions be made from paychecks and automatically be deposited in their Credit Union accounts.

SECTION 4.10 Rate of Pay on Recall

A. When an employee is recalled from layoff to a position in the same grade as the employee held prior to layoff, the employee shall be paid at the rate for the step the employee held prior to being laid off.

B. When an employee is recalled from layoff to a position in a grade higher than the employee held prior to layoff, the employee shall be paid at the same step the employee held in the lower class in the higher classification.

C. When an employee is recalled from layoff to a position in a grade lower than the employee held prior to layoff, the employee shall be paid as if demoted to the lower grade from the step the employee held prior to being laid off.

**ARTICLE 5
Hours and Conditions of Employment**

SECTION 5.1 Attendance All departments shall maintain weekly attendance records for all employees.

SECTION 5.2 Hours of Work -- ~~The normal work week for full time employees in the Assessor's Office, the Building Department, the Computer Department, the Finance Department, the Planning Department, Social Services, the Senior Center, the Tax Department and the Town Clerk's Office shall consist of 35 hours per week as follows: nine and a half (9.5) hours on Monday, seven (7) hours Tuesday through Thursday and four and a half (4.5) hours on Friday. For all other employees covered by this Agreement, the normal work week shall consist of 35 hours per week in five (5) consecutive days, seven (7) hours per day, exclusive of an unpaid hour for lunch, except for the Administrative Secretary I in Culture, Parks, and Recreation whose hours shall consist of forty (40) hours exclusive of an unpaid hour for lunch. During the term of this agreement the Town and the Union agree to discuss a possible change in the hours of work to a 4 ½ day work week for Town Hall and Social Services.~~ Work schedules shall be maintained as follows:

~~**A. Part-time Library employees:** The Town shall schedule part-time Library employees in accordance with the needs of the Town as determined by the department heads at their sole discretion. Part-time employees shall not be guaranteed either a fixed schedule or a fixed number of hours of work per day or week. When hired, part-time employees shall be given a range of five hours for as the regular number of hours per week. Work schedules for part-time employees shall be posted at least two weeks prior to the first day of the work week. Extra hours opportunities shall be offered on a voluntary basis and may be assigned to employees who have previously performed the same or similar work. Where two or more employees volunteer for the extra hours, the hours shall be assigned on a rotating seniority basis. If there~~

~~are no volunteers, the Town may assign extra hours on a rotating seniority basis starting with the least senior part-time employee.~~

~~B. Thirty five (35) hours per week employees assigned to Town Hall shall normally work Monday through Friday as set forth above. Notwithstanding the preceding, the Town reserves the right to implement an extended hours program and shall negotiate with the Union over the impact of its decision.~~

~~C. Work schedules for full-time Library employees shall be continued in accordance with current practice.~~

~~C. The Administrative Secretary I in Culture, Parks, and Recreation shall be scheduled to work Monday through Friday, 8:00 a.m. to 5:00 p.m., with a one (1) hour unpaid for lunch.~~

~~D. The Administrative Secretary I in the WPCF shall be scheduled to work Monday through Friday, 7:30 to 3:00 p.m. with a one half hour unpaid lunch.~~

- A. The normal work week for full-time employees located at Eno Memorial Hall and Town Hall (with the exception of the Finance Department) shall consist of 35 hours per week as follows: nine and a half (9.5) hours on Monday, seven (7) hours Tuesday through Thursday and four and a half (4.5) hours on Friday.
- B. The normal work week for full-time employees in the Finance Department shall consist of 40 hours per weeks as follows: ten and a half (10.5) hours on Monday, eight (8) hours Tuesday through Thursday and five and a half (5.5) hours on Friday.
- C. The normal work week for full-time employees in the Police Department shall consist of 35 hours, 7 hours per day.
- D. The normal work week for full-time employees in the Culture, Parks and Recreation Department, Public Works Department, and Water Pollution Control shall consist of 40 hours per week, 8 hours per day.
- F. The normal work week for full-time employees at the Library shall consist of 35 hours per week, 7 hours per day.
 - i. **Part-time Library employees:** The Town shall schedule part-time Library employees in accordance with the needs of the Town as determined by the department heads at their sole discretion. Part-time employees shall not be guaranteed either a fixed schedule or a fixed number of hours of work per day or week. When hired, part-time employees shall be given a full-time equivalent status based on the number of hours budgeted for the position ~~range of five hours for as the regular number of hours per week~~. Work schedules for part-time employees shall be posted at least two weeks prior to the first day of the work week. Extra hours opportunities shall be offered on a voluntary basis and may be assigned to employees who have previously performed the same or similar work. Where two or more employees volunteer for the extra hours, the hours shall be assigned on a rotating seniority basis. If there are no volunteers, the Town may assign extra hours on a rotating seniority basis starting with the least senior part-time employee.

SECTION 5.3 Call Back If an employee is given less than 24 hours' notice that such employee must return to work at a time which is not contiguous with the employee's regular start or finish times, such employee shall be paid a minimum of four (4) hours pay or pay for the actual hours worked, whichever is greater.

SECTION 5.4 Payment for Hours Worked and Overtime Non-exempt employees shall be paid their regular straight time hourly rate for all hours worked in any work week up to forty (40) hours per week. With the approval of the employee's immediate supervisor, full-time employees regularly working 35 hours per week, may accrue hour for hour compensatory time ~~off may be taken within the same work week for hours worked in excess of seven on any day~~ in lieu of straight time pay for hours worked above thirty five (35) in one week and up to forty (40) hours in one week. Employees shall be paid at a rate of time and one-half for all hours actually worked in the work week in excess of forty (40) hours, or with their supervisor's approval, may accrue comp time at a rate of one and a half times (1 ½) their rate of pay in lieu of overtime pay.

~~Employees shall be paid their regular straight time hourly rate for all hours worked in any work week up to forty (40) hours per week. With the approval of the employee's immediate supervisor, hour for hour compensatory time off may be taken within the same work week for hours worked in excess of seven on any day. Employees shall be paid at a rate of time and one half for all hours actually worked in the work week in excess of forty (40) hours.~~

Non-exempt full-time employees shall be paid at the rate of double time for hours worked on a Sunday or a holiday. To be eligible for double time, an employee must be requested or required by the Department Head to work the Sunday or holiday.

SECTION 5.5 Compensatory Time

In lieu of overtime compensation, compensatory time off will be offered to non-exempt employees at the rate of time and one-half subject to the following provisions:

- A. A maximum of ~~ninety seventy (90 70)~~ hours of compensatory time for 35 hour per week employees and a maximum of eighty (80) hours of compensatory time for 40 hour per week employees ~~(sixty (60) hours of work at the overtime rate)~~ may be earned and accumulated in each fiscal year and must be used by the employee within the same fiscal year in which the compensatory time was earned, otherwise the time will be paid out to the employee annually in July.
- B. Requests ~~for compensatory time off~~ to utilize earned compensatory time shall be made by the employee to their supervisor in accordance with the Town's leave request practices. ~~will be granted by mutual agreement between the employee and his/her immediate supervisor;~~
- C. ~~Upon termination of employment, all unused compensatory time shall be paid out to the employee at their current rate of pay.~~
~~An employee who has accrued compensatory time off shall, upon termination of employment, be paid for unused compensatory time at the higher of either his/her~~

~~regular final rate or the average regular rate received by the employee during the last three (3) years of employment.~~

SECTION 5.6 Reporting Pay

A. Any employee who reports to a meeting and who was not notified prior to the regular close of Town Hall business that such a meeting was canceled, shall be paid for all hours worked but not less than two hours pay or \$48, whichever is greater, even if such meeting is canceled.

B. An employee who was scheduled to work at a meeting and was notified prior to the close of Town Hall business on the day of the meeting, that the meeting was canceled shall not receive Reporting Pay.

C. An employee who reports to a meeting and the meeting is less than (2) hours shall receive Reporting Pay. The meeting shall include the time spent recording the meeting and transcription of the minutes thereof.

Section 5.7 **Flex Time** Employees may, upon approval of their Department Director, flex their schedule in order to accommodate programs/work obligations that occur in the evenings or on the weekends.

Employees who use flex time shall work a minimum of their approved hours.

Section 5.8 Remote Work Employees may apply to the Town Manager for a set schedule remote work or situational/intermittent remote work. In assessing the request, the Town Manager or his/her designee shall consider input from the employee's supervisor and the Department Head, and may consider other information the Town Manager deems relevant to responding to such requests. The Town Manager/designee may deny or modify such requests for bona fide operational reasons. Denials of remote work requests shall not be subject to grievance/arbitration procedures.

ARTICLE 6 Leaves of Absence

SECTION 6.1 Sick Leave When it is necessary for any employee to take sick leave due to a non-occupational illness or disability, the salary of bargaining unit employees shall be continued for a period not to exceed six (6) months.

A. Notification of Illness In order to be paid for sick leave, an employee must notify his department head as soon as possible but not later than within one (1) hour of the time the employee is due to report for duty.

B. Use of Sick Leave Sick leave shall not be considered a privilege to be used at any employee's discretion, but shall be allowed only in the following cases:

1. Personal illness or physical incapacity

2. Enforced quarantine of the employee in accordance with community health regulations.
3. Family illness or physical incapacity for which employee may apply up to five (5) paid sick leave days and may use up to an additional five (5) unpaid leave days. An employee may, at his/her discretion, use other accrued leaves for family illness or incapacity.
4. Any other reason specifically permitted under applicable State and/or Federal statutes, including but not limited to the State of Connecticut's Public Act 11-52.

C. Medical Reporting Requirements The Town may require a doctor's certificate or other proof of illness after three (3) consecutive days of sick leave or in case of suspected abuse where the employee has been warned in accordance with the Disciplinary Action article. The doctor's certificate will include anticipated length of an employee's absence, date employee can safely return to work, and any physical limitations imposed by the illness.

When the Town believes it is necessary in order to assess the merits of a request for extended sick leave, the Town may require an employee requesting such leave to submit medical certification in the form that is provided for under the Family and Medical Leave Act of 1993.

Medical certificates shall be kept as part of an employee's medical record file. The parties consider medical records to be confidential and not subject to public disclosure unless so ordered by a non-appealable order of a court of competent jurisdiction.

D. Medical Appointments Medical appointments that cannot be scheduled outside the employee's regular work day may be scheduled during work time with prior approval of his/her supervisor as follows:

1. If the appointment is less than one-half (1/2) day, the time may be made up within the payroll period or may be charged to accrued leave.
2. If the medical appointment is longer than one-half (1/2) day, the time may be charged to accrued leave.
3. Medical appointments may be taken at the end of the workday in lieu of a lunch break.

SECTION 6.2 Family and Medical Leave Act Employees may be eligible for unpaid FMLA leave in accordance with federal law. As part of the leave allowed under the law, employees must exhaust applicable paid time off which time off shall be credited toward the FMLA leave allowance, except at the employee's option, he/she may save up to two (2) weeks of vacation. Entitlement to such leave shall be computed utilizing a rolling twelve-month period measured backward from the date leave is used.

SECTION 6.3 Occupational Injury Leave Injury leave as distinguished from sick leave means paid leave given to an employee because of the absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his/her duties.

The Town will supplement for a period not to exceed six (6) months the payments made under Workers' Compensation Insurance so that the employee will receive his/her normal weekly pay for the period of time he/she is on injury leave.

SECTION 6.4 Personal Leaves of Absence The First Selectman Town Manager upon recommendation of the department head may grant leaves of absence when necessary, with or without pay, up to a maximum of sixty (60) working days. The Board of Selectmen may grant leaves of absence for periods longer than two (2) months. An approved leave of absence will have no effect on the employee's benefits or length of service.

SECTION 6.5 Bereavement Leave The Town allows up to five (5) days off, with pay, for death of a spouse, parent, child, step-child or grandchild; up to three (3) days off, with pay, for death of a parent-in-law, sibling or grandparent and one (1) day off for the death of the employee's niece, nephew, aunt or uncle. ~~Employees may request additional time off for attendance at a funeral not provided for herein. Such time off may be without pay~~ Bereavement leave is to cover time actually lost during the normal work week when the employee is grieving and/or making arrangements for or attending the funeral/memorial service. Funeral leave is generally not intended for additional family gatherings or services in addition to a funeral/memorial service that may be held at a future date after the funeral/memorial service.

Nothing herein shall be deemed to prevent an employee from requesting time off without pay for attendance at a funeral/memorial service not provided for herein, and such request shall not be unreasonably denied.

SECTION 6.6 Military Leave The First Selectman Town Manager shall grant Military Leave upon request for active duty in the National Guard or Armed Forces in accordance with state and federal law.

SECTION 6.7 Jury Duty An employee called to jury duty shall notify the Town immediately of his or her selection. Such employee shall continue to be paid his or her regular pay as required under Section 51-247a(a), as is or as amended, of the Connecticut General Statutes. Any employee who is released from jury duty on any given work day is required to report to work if there are four (4) or more hours left in the work day.

SECTION 6.8 Personal Days Full-time employees shall be entitled annually to three (3) personal days which may be used for personal business which cannot be scheduled during non-work hours. Personal days cannot be accumulated from year to year.

ARTICLE 7

Holidays

SECTION 7.1 Paid Holidays

A. The following holidays shall be granted with pay. Part-time employees working less than seventeen and a half (17.5) hours on an annualized basis shall be excused without pay for these holidays based on the calculations set forth in Section D below:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day following Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

One (1) additional floating holiday shall be observed each year which shall be determined by mutual agreement between the employee and his/her supervisor.

- B. When a holiday falls on a Saturday, the preceding Friday shall be the day off and when a holiday falls on a Sunday the following Monday shall be the day off. Exceptions to this section shall be mutually agreed to. When Christmas Eve and/or Christmas Day falls on a weekend, days off shall be scheduled to ensure that employees receive a day off for each holiday.
- C. Attendance on Days Prior to and Immediately after a Holiday - Employees are not paid for holidays unless they work the last scheduled day prior to the holiday and the first scheduled day after the holiday unless such employees are on vacation, or have documented illness or on leave authorized by the [First Selectman/Town Manager](#) or Department Head.
- D. Part-Time Employees- Part-time employees working seventeen and a half (17.5) hours or more on an annualized basis shall receive holiday pay based upon one-fifth (1/5) of their straight time weekly pay for the holiday. It is the intent of parties that part-time employees receive the same weekly pay for weeks in which a holiday falls. If the holiday falls on an employee's regularly scheduled work day, the employee may work additional hours during that week in order to provide for no loss in weekly pay. If the holiday falls on an employee's regularly scheduled day off, the employee may take hours equivalent to the holiday pay on order to provide for the same weekly pay. However, Commission Secretaries are not entitled to holiday pay or time off from work pursuant to this Section.

ARTICLE 8

Vacations

SECTION 8.1 [Employees shall earn paid vacation time for each completed month of service in accordance with the following:](#)

0 to 6 years	.83 days per month
Over 6 and up to	1.25 days per month

<u>and including 10 years</u>	
<u>Over 10 and up to</u>	
<u>and including 15 years</u>	<u>1.46 days per month</u>
<u>Over 15 years to 16 years</u>	<u>1.66 days per month</u>
<u>Over 16 years to 17 years</u>	<u>1.75 days per month</u>
<u>Over 17 years to 18 years</u>	<u>1.83 days per month</u>
<u>Over 18 years to 19 years</u>	<u>1.92 days per month</u>
<u>Over 19 years to 20 years</u>	<u>2.00 days per month</u>
<u>Over 20 years</u>	<u>2.08 days per month</u>

35-Hour Work Week Employees

<u>Length of Continuous Service</u>	<u>Vacation Leave Accrual per Month</u>	<u>Maximum Accrual on November 1st</u>
<u>0 to 6 years</u>	<u>5.83 hours ≈ 0.83 days</u>	<u>140 hours ≈ 20 days</u>
<u>Over 6 and up to and including 10 years</u>	<u>8.75 hours ≈ 1.25 days</u>	<u>175 hours ≈ 25 days</u>
<u>Over 10 and up to and including 15 years</u>	<u>10.50 hours ≈ 1.46 days</u>	<u>196 hours ≈ 28 days</u>
<u>Over 15 years to 16 years</u>	<u>11.67 hours ≈ 1.66 days</u>	<u>210 hours ≈ 30 days</u>
<u>Over 16 years to 17 years</u>	<u>12.25 hours ≈ 1.75 days</u>	<u>217 hours ≈ 31 days</u>
<u>Over 17 years to 18 years</u>	<u>12.83 hours ≈ 1.83 days</u>	<u>224 hours ≈ 32 days</u>
<u>Over 18 years to 19 years</u>	<u>13.42 hours ≈ 1.92 days</u>	<u>231 hours ≈ 33 days</u>
<u>Over 19 years to 20 years</u>	<u>14.00 hours ≈ 2.00 days</u>	<u>238 hours ≈ 34 days</u>
<u>Over 20 years</u>	<u>14.58 hours ≈ 2.08 days</u>	<u>245 hours ≈ 35 days</u>

40-Hour Work Week Employees

<u>Length of Continuous Service</u>	<u>Vacation Leave Accrual per Month</u>	<u>Maximum Accrual on November 1st</u>
<u>0 to 6 years</u>	<u>6.67 hours ≈ 0.83 days</u>	<u>160 hours ≈ 20 days</u>
<u>Over 6 and up to and including 10 years</u>	<u>10.00 hours ≈ 1.25 days</u>	<u>200 hours ≈ 25 days</u>
<u>Over 10 and up to and including 15 years</u>	<u>12.00 hours ≈ 1.46 days</u>	<u>224 hours ≈ 28 days</u>
<u>Over 15 years to 16 years</u>	<u>13.33 hours ≈ 1.66 days</u>	<u>240 hours ≈ 30 days</u>
<u>Over 16 years to 17 years</u>	<u>14.00 hours ≈ 1.75 days</u>	<u>248 hours ≈ 31 days</u>
<u>Over 17 years to 18 years</u>	<u>14.67 hours ≈ 1.83 days</u>	<u>256 hours ≈ 32 days</u>
<u>Over 18 years to 19 years</u>	<u>15.33 hours ≈ 1.92 days</u>	<u>264 hours ≈ 33 days</u>
<u>Over 19 years to 20 years</u>	<u>16.00 hours ≈ 2.00 days</u>	<u>272 hours ≈ 34 days</u>
<u>Over 20 years</u>	<u>16.67 ≈ 2.08 days</u>	<u>280 hours ≈ 35 days</u>

Employees shall earn paid vacation time for each completed month of service in accordance with the following:

SECTION 8.2 Part-Time Employees- Vacation for eligible part-time employees (part-time employees working seventeen and a half (17.5) hours or more on an annualized basis) shall be prorated based upon ~~their full-time equivalent status the number of hours worked weekly compared to the regular work week. For the first year, the employee's monthly accrual shall be based upon the number of hours for which the employee was hired. After the first year, for employees who are not scheduled to work the same hours each week, the employee's monthly accrual shall be based upon the average weekly hours for the previous year. Part-time employees working less than seventeen and a half (17.5) hours on an annualized basis may be excused from work without pay based upon the above vacation time schedule and calculation.~~

SECTION 8.3 Accrual of Vacation Employees shall ~~accrue vacation from date of employment, but are not eligible to take vacation time during the first six months.~~begin accruing vacation time during the month of hire if the hire date is prior to or includes the 15th of the month. Employees shall begin accruing vacation time during the month following the month of hire if the hire date is after the 15th of the month. Employees are not eligible to take vacation time during the first six months of employment.

Employees on an approved continuous period of leave of absence in excess of ninety (90) calendar days shall cease to accrue vacation leave after 90 days until they return to duty.

SECTION 8.4 Credit Upon Termination Employees shall be paid for all accrued vacation at time of termination at the employee's rate of pay at termination.

SECTION 8.5 Carry Over of Vacation

~~Under normal circumstances, vacation earned in one fiscal year shall be used by the end of the next fiscal year. However, under extenuating circumstances, the First Selectman may permit the carry over of up to a maximum of ten (10) days for a period not to exceed six months. Eligible employees may accumulate from year to year a maximum of ten (10) earned vacation days in addition to his/her annual earned vacation leave as defined in the tables in Section 8.1. Any employee with a balance of vacation leave in excess of the maximum accrual amount on November 1st of each year shall forfeit said excess accrual amount. Employees seeking to make a vacation carryover request must do so in writing, have the request signed by their department, and then forward the request to the Town Manager's Office no later than October 15th for review and consideration. Vacation carryovers may be granted for extenuating circumstances that prevented an employee from being able to use their leave during the past year.~~

SECTION 8.6 Payment of Salary in Lieu of Vacation No salary is paid to an employee in lieu of vacation.

SECTION 8.7 Break in Service Vacation time is determined by the length of continuous service with the Town. For purposes of computing vacation time, employees who leave the Town service and who are re-employed within one (1) year shall have their service bridged for purposes of vacation accrual.

SECTION 8.8 Advanced Vacation No employee may take vacation time beyond the amount earned except in the most unusual of circumstances. Requests for advanced vacation will be approved by the First Selectman/Town Manager.

SECTION 8.9 Advanced Vacation Pay In order for employees to receive vacation pay in advance, the Personnel Action Form reporting vacations to be taken must be received in the Finance Department at least one (1) week before the day of last payroll distribution before the start of vacation to allow for the drawing of the check.

SECTION 8.10 Use of Individual Vacation Days Vacation may be taken in single or half-day increments if the employee wishes and it is approved by the department head, but no employee shall be forced to take vacation time in one (1) day increments. Employees are encouraged to take vacation in five (5) day blocks

SECTION 8.11 Holiday Celebrated During Vacation Observed holidays established by this contract are not considered in the computation of vacation credit as a part of the vacation time.

SECTION 8.12 Sickness While on Vacation If an employee becomes ill while on vacation, he/she may charge such illness to sick leave if a medical certificate confirms said illness.

ARTICLE 9 Insurance and Other Benefits

SECTION 9.1 Health Insurance Plan Design The Town offers three two health insurance plan options including a preferred provider organization (PPO) option, a health maintenance organization (HMO) option and a high deductible health plan (HDHP) option including a health savings account (HSA). Effective June 30, 2017 the PPO option will no longer be offered. The plan designs for these options shall be posted in Appendix C of this Agreement. The Town will also provide eligible family members coverage for any employee who elects such coverage. The Town reserves the right to change health insurance carriers provided that coverage under new plans is substantially equivalent equal to and not overall less favorable to Employees to the coverage presently in effect including access to health care providers, and further provided that the Union is notified of the proposed change at least thirty (30) days prior to implementation.

As soon as practicable following implementation of this Agreement, there shall be a one-time special open enrollment period for thirty-one (31) days to give eligible employees the opportunity to consider all three both health insurance plan options and to be held as soon as practicable following implementation of this Agreement.

SECTION 9.2 Health Insurance Plan Employee Contributions: Employees shall pay a percentage of their health insurance cost allocation according to the following schedule and. ~~The~~ Town shall pay the remaining premium costs each year:

A. High Deductible Health Plan (HDHP): 15% for all employees effective July 1, 2015.

B Health Maintenance Organization:

1. ~~Employees currently contributing 15% move to 16% upon implementation of this Agreement; and to 17% effective July 1, 2016.~~ Employees currently contributing 17.5% move to ~~17.5% effective July 1, 2018~~ 19% upon ratification, but no later than January 1, 2022, and 20% on July 1, 2022.
2. ~~Employees currently contributing 17% move to 17.5% upon implementation of this Agreement; and to 18% effective July 1, 2016.~~ Employees currently contributing 18.5% move to ~~18.5% effective July 1, 2018~~ 19% upon ratification, but no later than January 1, 2022 and 20% on July 1, 2022.
3. Employees currently contributing 20% will remain at 20%; and all new employees shall contribute 20%.

C. Preferred Provider Organization:

1. ~~Employees currently contributing 15% move to 16.5% upon implementation of this Agreement; and to 18% effective July 1, 2016.~~
2. ~~Employees currently contributing 17% move to 18.5% upon implementation of this Agreement; and to 20% effective July 1, 2016.~~
3. ~~Employees currently contributing 20% will remain at 20%; and all new employees shall contribute 20%.~~

D. Credit for Declination of Health Care Coverage:

Full-time employees eligible to participate in the Town of Simsbury's health care plans who decline to participate will receive an annual credit of \$2,000 pro-rated and credited on a monthly basis. In the event that an employee experiences a qualifying event and seeks to enroll in the Town's health care plans, and provided that the employee is otherwise eligible to participate in the plans, the credit will be discontinued beginning in the month the enrollment takes place. Employees electing to receive the credit may not participate in the Town's health ~~care program insurance pool~~ through coverage of a spouse or family member. Employees purchasing health insurance through any state health insurance exchange are not eligible to participate in the program. The covered benefits are limited to health benefits only and do not include dental insurance benefits. Payments under this program shall not be retroactive and shall begin upon the effective date of this Agreement.

E. **Health Savings Accounts (HSAs):** For employees enrolled in the HDHP plan, the Town will fund into the employee's Health Savings Account (HSA) the following amounts towards the annual deductible based on the employee's level of coverage (i.e. 1 person, 2 person/family). Effective July 1, 2022, the Town shall contribute fifty (50%) of the \$2,000 or \$4,000 deductible based

on the employee's level of coverage. Two equal payments, in aggregate totaling 50% of the deductible, will be made once in July and once in January.

The amount of the Town's contribution towards the deductible for new hires or employees that enroll in the HDHP plan due to a qualifying event or open enrollment will be prorated based upon the month that coverage in the plan begins. For example, if a new hire enrolls in the plan for single coverage on September 1, 2019, they would receive a pro-rated contribution from the Town for the fiscal year as follows: Annual town contribution amount, divided by twelve months, multiplied by ten months in the plan = total pro-rated contribution ((\$1,200/12)*10) = \$1,000.

F. Management Plans

In an effort to better control costs, the Town will utilize two management programs for both of its insurance plans:

- (1) Pharmacy Management Essential Protection Drug Utilization Management Package
- (2) Health Matters Care Management (from Basic Low) to Preferred Model

SECTION 9.3 Dental Coverage: CIGNA Dental Coverage (~~Group Plan 0320442-03~~) for employees and eligible family members at the premium rates set forth in Section 9.2B above. The Town reserves the right to change dental insurance carriers provided that coverage under the new plan is substantially equivalent to and not overall less favorable to Employees to the coverage presently in effect including access to dental care providers, and further provided that the Union is notified of the proposed change at least thirty (30) days prior to implementation.

SECTION 9.4 Term Life Insurance: Term life insurance (employee only) in the amount of \$5,000 shall be paid by the Town, and up to twice the annual salary of the employee, provided the employee contributes \$.20 per \$1,000 of coverage. Term life insurance is available for full-time employees. As per the provisions of the Life Insurance policy, employees may elect one or two times their base annual earnings provided the employee contributes \$.20 per \$1,000 of coverage. The first \$5,000 of coverage shall be paid by the Town.

SECTION 9.5 Long Term Disability Long Term Disability coverage (employee only) after the six month waiting period, benefits equal to sixty percent (60%) salary shall be paid by the Town. is available to full-time employees. Coverage shall be paid by the Town. An employee who meets the definition of disability and provisions of the LTD policy, as determined by the insurance company, may receive up to 60% of their pre-disability earnings (reduced by deductible income) for the duration that the employee remains disabled. As an insured product, benefits are paid by the insurer. A 180 calendar day waiting period beginning from the date of disability applies before benefits may commence.

Employment may terminate as of the date LTD benefits commence. At the sole discretion of the Town Manager, an extended leave of absence may be granted for extenuating circumstances not to exceed 180 calendar days.

Health, dental and vision benefits will terminate at the end of the month following end of employment or an approved extended leave of absence. Employees will be eligible for COBRA upon termination of coverage.

Life Insurance for employees on disability will terminate as of the date of termination or the end of an extended leave of absence.

SECTION 9.6 Insurance for Certain Part-Time Employees: Part-time employees who work more than 17.5 hours may join the group insurance plans except long-term disability, with the Town paying fifty (50%) of the premiums for the employees, not dependents, of those who choose to join. Dependents may be included in health insurance coverage with the employee paying one hundred percent (100%) of dependent's premium. Part-time employees who work an average of at least thirty (30) hours a week on an annualized basis are entitled to participate in health care options available to full-time employees at the same contribution rates as new employees. Such employees shall be entitled to participate in the Special Open Enrollment described in Section 9.1 above.

SECTION 9.7 Retiree Health Insurance Employees who are eligible and who retire before age 62, with at least a minimum of ten (10) years of continuous eligible service, or at least a minimum of five year (5) years of continuous services for employees hired before October 1, 2021, have the option of remaining on the Town's group health coverage at their own expense. At age 62, the Town begins providing payment for a retired employee's health coverage provided coverage had not been discontinued, and the retiree has at least a minimum of ten (10) years of continuous service, or at least a minimum of five year (5) years of continuous services for employees hired before October 1, 2021,. A retiree who elects to leave the plans may not reenter. If the insurance carrier rejects the continuance of any Simsbury retiree as a member of the group, the Town will not be held liable for continuing in any other manner. Upon reaching age 65, retirees are eligible to elect supplemental insurance coverage. the Town provides supplemental insurance coverage. Those retiring after 1/1/92 will pay 25% of the premium charged to the Town. Retirees pay 100 percent for spouse and dependents' coverage. For retirees enrolled in the HDHP plan, the Town will not make any payment or contribution towards the deductible for that plan.

_____ A Retiree, at his/her own expense, may choose to elect coverage for spouse and dependents in accordance with the plan's rules and regulations. If the retiree dies or otherwise becomes ineligible for coverage, the retiree's spouse and/or dependents shall be granted such continuation rights as COBRA or other state or federal law may provide.

SECTION 9.8 Retiree Dental Insurance: Retired Town employees have the option to remain on the Town's group dental coverage at their own expense and also pay for continuing dental coverage for spouse and dependents. If the Retiree dies or otherwise becomes ineligible for coverage, the Retiree's spouse and/or dependents shall be granted such continuation rights as COBRA or other state or federal law may provide.

SECTION 9.9 Fringe Benefits While on Workers' Compensation or Long Term Disability: During an employee's absence under the Town's disability plan or Workers' Compensation, the Town shall continue to pay its portion of the employee's fringe group benefit plans in which the employee participates. It is the employee's responsibility to continue payment for any contributory portion of benefits.

Health insurance will continue as long as the employee is receiving Workers Compensation, as required by law. Health insurance will continue for employees on an approved long term disability leave of absence, as long as the employee remains in an active status with the Town and has not been separated from service, resigned, or retired. Under these circumstances, the Town shall pay its share of the premium for the employee's health insurance; the employee is responsible for his or her cost share of their health insurance premium. Failure by the employee to pay the employee share of the cost of health insurance shall result in a disruption of health benefits subject to the rights of the employee to continue such coverage pursuant to COBRA.

SECTION 9.10 COBRA Benefits: Federal law requires that employers sponsoring group health insurance plans offer employees and their families the opportunity for continuation coverage at group rates in certain instances where coverage would otherwise end. An employee who loses medical or dental coverage as a result of reduction in hours or termination of employment (other than gross misconduct) may receive continued coverage at their own expense for 18 months; the maximum coverage period is 36 months for any other qualifying event.

SECTION 9.11 Other Post-Employment Benefits (“OPEB”) Trust:

A. Pension-eligible employees hired on or after July 1, 2013 shall contribute two percent (2.00%) of annual base salary each year to the OPEB Trust. Employees shall contribute to the OPEB Trust for a period of 10 years, commencing on their date of hire, to the Town's OPEB Trust. It is the intent of the parties that all successor agreements shall include this contribution provision in order to reflect the 10 year contribution requirement for new hires after July 1, 2013.

B. Commencing on July 1, 2013, Employees hired on or before June 30, 2013 shall contribute the following percentages of annual base salary to the OPEB Trust according to the following schedule:

1. Effective July 1, 2013, one half percent (0.50%);
2. Effective July 1, 2014, one percent (1%);
3. Effective July 1, 2015, one and a half percent (1.5%);
4. Effective July 1, 2016 and thereafter, two percent (2%);
5. Employee contributions shall cease effective July 1, 2023.

BC. Employees hired before October 1, 2021 with less than five (5) years of pension eligible service are not entitled to any retiree health benefit, and is entitled to a one-hundred percent (100%) refund of the employee's OPEB contributions upon separation from employment with the Town. An employee with five (5) years or more of pension eligible service with the Town is entitled to a one hundred percent (100%) refund of the employee's actual contribution only if the employee (1) does not elect retiree health coverage; or (2) is not entitled to retiree health coverage for any other reason.

Employees hired after October 1, 2021 with less than five (5) ten (10) years of pension eligible service is not entitled to any retiree health benefit, and is entitled to a one-hundred percent (100%) refund of the employee's OPEB contributions upon separation from

employment with the Town. An employee with ~~five (5)~~ ten (10) years or more of pension eligible service with the Town is entitled to a one hundred percent (100%) refund of the employee's actual contribution only if the employee (1) does not elect retiree health coverage; or (2) is not entitled to retiree health coverage for any other reason.

D. Once the OPEB Trust is fully funded (as defined by the Town's actuaries), the parties agree to negotiate a potential modification of the OPEB contributions.

SECTION 9.12 Retirement Plans

A. All employees in the bargaining unit who are hired by the Town of Simsbury on or before June 30, 2013 and who meet the eligibility requirements of the plan are covered by the Town's Pension Plan: Town of Simsbury - General Government Employees Retirement Income Plan Number (IN 15526B) which was in effect on July 3, 1992 (as amended).

B. Employee contributions to the Town's Pension Plan shall be as follows, contingent upon the change to pre-tax contributions as set forth in subsection (E) below:

Effective July 1, 2013 increased from two percent (2.00%) to five percent (5.00%) according to the following schedule as follows:

1. Effective July 1, 2013, employees shall contribute two and one half percent (2.50%) of their compensation into the pension plan.
2. Effective July 1, 2014, employees shall contribute three percent (3.00%).
3. Effective and retroactive each July 1 thereafter, employees shall contribute an additional one half percent (0.50%) of their compensation to the pension plan until the Employee contribution reaches five percent (5.00%) of their compensation.

1. Upon ratification, but not later than January 1, 2022, employees hired on or before June 30, 2013 shall contribute six percent (6%) of their compensation to the pension plan.
2. Effective July 1, 2022, employees hired on or before June 30, 2013 shall contribute seven percent (7%) of their compensation to the pension plan.

C. Employees hired on or after July 1, 2013 and before January 1, 2016 shall have the following retirement benefit options:

1. Participation in General Government Defined Benefit Plan: the employee may participate in the Plan provided the employee contributes seven percent (7%) of compensation as defined by the plan. All other provisions of the plan as stated in the plan documents apply.

2. Participation in Defined Contribution Plan: Participation in Defined Contribution Plan: Alternatively, the employee may elect to participate in the defined contribution plan. The Employer shall contribute six percent (6.00%) of the employee's salary to the plan at no cost to the employee. Beginning July 1, 2022, such

employees shall contribute five percent (5%) of their base wages into the Defined Contribution Plan. The Town shall contribute six percent of the employee's base wages to the Defined Contribution Plan on the employee's behalf. The Employee may elect to contribute up to seven (7%) of his/her base wages. If an employee elects to do so, the Town shall match the employee's additional contribution up to a total of seven (7%) percent. Employees have the option of contributing additional amounts into the Town's 457 Plan up to the maximum amount allowable law.

Employees have the option of contributing up to the maximum amount allowable by law.

There shall be a rolling 5 year vesting period for employer contributions, provided that all employer contributions shall vest upon the completion of the fifth year and thereafter. Employees electing the defined contribution plan may not elect to participate in the defined benefit plan at a later date.

3. Employees covered by this provision 9.12(C) shall have the option to convert their plans to the plan options available to employees hired on or after January 1, 2016 as described below.

D. Employees hired on or after January 1, 2016 shall have the following retirement benefit options:

1. Participation in General Government Defined Benefit Plan: the employee may participate in the plan provided the employee contributes ten percent (10%) of compensation as defined by the plan. All other provisions of the plan as stated in the plan documents apply.
2. Participation in Defined Contribution Plan: Alternatively, the employee may elect to participate in the defined contribution plan. subject to the following terms:

<u>Employee Contributions</u>	<u>Employer Contributions</u>	<u>Total Contributions</u>
<u>2% (mandatory)</u>	<u>2%</u>	<u>4%</u>
<u>4% total</u>	<u>7% total</u>	<u>11%</u>
<u>Additional as permitted by law and regulation</u>	<u>No contributions beyond 7% total</u>	

Beginning July 1, 2022 such employees are required to contribute five percent (5%) of base wages into the Defined Contribution plan. The Town shall make a contribution of seven percent (7%) of the employee's base wages. Employees have the option of contributing additional amounts into the Town's 457 Plan up to the maximum amount allowable law.

E. Employees hired on after November 1, 2021 shall have the following retirement benefit options:

1. Participation in the General Government Defined Benefit Plan: the employee may participate in the plan provided the employee contributes ten percent (10%) of compensation as defined by the plan. All other provisions of the plan as stated in the plan documents apply.
2. Participation in the Defined Contribution Plan: Alternatively, the employee may elect to participate in the defined contribution plan.

However, for employees hired after November 1, 2021, Beginning July 1, 2022 such employees shall contribute five percent (5%) of their base wages into the Defined Contribution Plan. The Town shall contribute five percent of the employee's base wages to the Defined Contribution Plan on the employee's behalf. The Employee may elect to contribute an additional two (2%) percent (for a total of up to seven (7%) of his/her base wages). If an employee elects to do so, the Town shall match the employee's additional contribution up to an additional two (2%) percent, for up to a possible total of seven (7%) percent. Employees have the option of contributing additional amounts into the Town's 457 Plan up to the maximum amount allowable law.

F. There shall be a rolling 5 year vesting period for employer contributions, provided that all employer contributions shall vest upon the completion of the fifth year and thereafter. Employees electing the defined contribution plan may not elect to participate in the defined benefit plan at a later date.

G. As soon as reasonably possible after ratification, employee contribution toward the Defined Benefit Plan shall be made on a pre-tax basis.

H. Any employee who retires from Town service, and who utilizes any or all of the 2009-2010 contract year for the purpose of calculating his or her final average earnings, shall be entitled to include an imputed wage increase of three percent (3%) in calculating his or her final average earnings notwithstanding the provision of Article 4 section 1.B.4 subject to applicable limitations imposed by the Internal Revenue Code.

I. Employees and the Union shall have the right to inspect and obtain copies of Plan documents.

- J. Employees will receive a summary plan description 90 days after they begin work, and at least once every four years. Employees will be notified of any substantial Plan changes within 30 days after the effective date of such change.
- K. Each year employees will receive a current annual retirement statement with personalized information.

SECTION 9.13 Deferred Compensation - All employees are eligible to participate in the Deferred Compensation Plan in accordance with applicable federal and state laws.

SECTION 9.14 Credit Union – Employees are eligible to join the Dutch Point Credit Union and to request from the Finance Department that deductions be made from paychecks and automatically be deposited in their Credit Union accounts.

SECTION 9.15 Employee Assistance Program – Employees may participate in the Child and Family Services Employee Assistance Program. Participation is voluntary and confidential. The Town will fund the cost of the program. Nothing contained herein shall prohibit the Town from changing EAP providers.

SECTION 9.16 Health Incentive Program

- A. The Town will introduce an optional wellness program designed to help employees better manage their own health. Employees who choose to participate in the program will receive:
 - 1. a one-time financial incentive payment of \$100 for participating in the wellness program. Participation in the program shall include participation in an onsite confidential health evaluation conducted by the wellness provider (to include provision, by the employee, of a medical history and participation in a blood pressure reading and a blood draw as determined by the wellness provider); and
 - 2. in the second year of the program and all subsequent years covered by this agreement, for those employees who maintain participation in the wellness program and meet the employee-specific health goals established by the wellness program provider, a health care premium rate 2% lower than the applicable premium rate set forth in Section 9.2 of this agreement.
- B. The Town shall not be provided with any employee-specific health, medical or genetic information by the wellness provider. Both the Town and the wellness provider shall comply with all federal and state laws, including but not limited to ADA, GINA, and HIPAA, prohibiting the unauthorized disclosure of employee medical and genetic information. The wellness provider shall be permitted to provide the Town with aggregate data designed to help the Town identify the health needs of the workforce, the need for specific health improvement programs and the measurable return the program offers to the Town and its employees.
- C. Implementation of the proposal is contingent upon participation by a sufficiently large number of Town Employees.

SECTION 9.17 Health Insurance Issues Study Committee

~~The parties shall establish a Health Insurance Issues Study Committee, composed of two (2) members from each bargaining unit and three (3) members of Town management. The charge of the Committee shall be to study current developments in the laws and regulations governing employer provided health insurance plans, alternative delivery models (e.g., private exchanges, public exchanges) and plan options as may be permitted by law, and the implications of the Affordable Care Act, including the "Cadillac" tax for the Town and the membership of the bargaining units. The goal of the Committee includes identification of a mutually acceptable strategy to mitigate the financial impact of the "Cadillac" tax on the Town and its employees. The provisions of this agreement related to medical insurance shall be subject to renegotiation with an effective date for any changes of July 1, 2017. The Committee shall commence its work upon the ratification of this agreement and shall conclude its work in time for the re-opener.~~

ARTICLE 10 Separations

SECTION 10.1 Resignation - An employee in good standing desirous of leaving the Town shall provide a written resignation two (2) weeks before the effective date. Failure to comply with the two (2) weeks notice may be cause for denying future employment with the Town. The ~~First Selectman~~Town Manager may permit a shorter period of notice because of extenuating circumstances. An employee who is leaving will be scheduled with his department head or ~~First Selectman~~Town Manager, or designee, for an exit interview to cover pension benefits, any vacation accrued, continuance of health insurance benefits, reasons for leaving, etc. within two (2) weeks of the submission of the resignation notice.

Employees are normally expected to provide written notice to the Office of ~~First Selectman~~Town Manager of their intention to leave the Town's employment two weeks in advance of their last day of work. This two weeks written notice shall be considered a "working" notice period. It is expected that an employee will be at work during the period of notice.

If, after requesting and being granted vacation leave, a floating holiday, compensatory time, and/or earned days, an employee gives the notice described above and seeks to utilize any of the various types of leave specified above during the "working" notice period, the Town will have the right to reconsider the granting of the leave request, including the withdrawal of a previously approved leave. The Town will have two business days from the Office of ~~First Selectman's~~Town Manager's receipt of the notice described above to reconsider such a leave request.

While the Town has the right to withdraw its approval of leave, there shall be no loss of accrued benefit based upon the Town's subsequent denial of a previously granted request. To the extent the collective bargaining agreement provides for that accrued benefits are to be paid upon termination of employment, the benefits will be paid at the rate in effect on the last day of the notice period.

Following the receipt of the written notice described above, employees' requests for vacation leave, floating holiday, compensatory time and earned days shall be considered by the Town. The Town will have two business days from the Office of ~~First Selectman's~~ Town Manager's receipt of the employee's request to render a decision.

SECTION 10.2 Layoff

A. Definition - A layoff is defined as the involuntary, non-disciplinary separation of an employee from Town service.

B. Order of Layoff – The Town will determine the position or positions within any department which will be subject of a layoff. If there is more than one bargaining unit employee in the position selected for layoff, layoff shall take place in inverse order of seniority.

~~**C. Job Security** – No bargaining unit employee shall be laid off or have his or her hours reduced through June 30, 2010~~

DC. Bumping

1. Full time employees:

Provided that he/she is qualified to perform the work, the least senior employee in the department in the position subject to layoff may displace in the following order:

- a. the least senior probationary employee in a lateral bargaining unit position;
- b. the least senior regular full-time employee occupying a lateral bargaining unit position;
- c. the least senior probationary employee in a lower classified bargaining unit position;
- d. the least senior regular full time employee in a lower classified bargaining unit position;
- e. the least senior part-time employee occupying a lateral bargaining unit position;
- f. the least senior part-time employee in a lower classified bargaining unit position;
- g. the least senior seasonal, temporary, or contractual employee in a lateral bargaining unit position;
- h. the least senior seasonal, temporary, or contractual employee in a lower classified bargaining unit position.

2. **Part-time employees:**

Provided that he/she is qualified to perform the work, the least senior part-time employee in the department in the position subject to layoff may displace in the following order:

- a. the least senior part-time probationary employee in a lateral bargaining unit position;
- b. the least senior part-time employee in a lateral bargaining unit position;
- c. the least senior part-time probationary employee in a lower classified bargaining position;
- d. the least senior regular part-time employee in a lower classified bargaining unit;
- e. the least senior part-time seasonal, temporary, or contractual employee in a lateral bargaining unit position;
- f. the least senior part-time seasonal, temporary, or contractual employee in a lower classified bargaining unit position.

Seniority for part-time employees shall be on pro-rata basis based upon number of hours worked.

ED. **Seniority** – Subject to G below, layoff for two (2) years or less shall not constitute a break in service, provided that no additional seniority shall be accrued during layoff.

FE. **Notice of Layoff** - The Town will make every effort to give at least thirty (30) days prior notice of layoff, except in cases of emergency. It is agreed that in any event the Town will give fourteen (14) days prior notice of layoff, or, in lieu thereof, two (2) weeks pay.

GF. **Re-Employment List** - Recall shall be in inverse order of layoff provided the employee is qualified to perform the work. An employee shall remain on the recall list for a period of two (2) years. Notice of recall to the same or substantially similar position shall be made by certified mail to the employee's address of record, it being agreed that employee must keep the Town informed of address changes. Failure to respond to such notice within the earlier of three (3) working days of receipt of notice or fifteen (15) days after mailing shall constitute a refusal of recall and seniority will be broken as of the date of such refusal. Failure to return to work within the earlier of two (2) weeks after receipt of notice or eighteen (18) days after mailing of such notice shall also constitute refusal of recall and seniority will be broken as of the date of such refusal. No new employee shall be hired into a bargaining unit position until laid off employees eligible for recall and qualified for the position have been offered reemployment.

GH. **Fractionating Bargaining Unit Positions** During the life this agreement, no full-time bargaining unit position shall be fractionated in such manner as to diminish the number of full-time positions for the purposes of reducing employee's wages and benefits.

HI. Reduction in Hours If a full-time employee or regular part-time employee has his/her hours reduced, this reduction shall be considered a layoff for the purposes of this Article.

SECTION 10.3 Death All compensation due in accordance with Section 5.5 and 8.4 is paid to the estate of the employee, except for such sums as by law may be paid to the surviving spouse.

SECTION 10.4 Conditions of Separation At the time of separation and prior to final payment, all records, assets, or other items of Town property in the employee's custody are transferred to his/her department head. Any amount due because of a shortage in the above will be collected through appropriate action.

SECTION 10.5 Payment of Earned Compensation and Leave Upon Separation Employees who leave the Town service shall receive payment for all earned vacation leave and perfect attendance leave.

ARTICLE 11 Disciplinary Action

SECTION 11.1 Disciplinary Action No employee shall be disciplined except for just cause. Ordinarily, disciplinary action for employees is a four-stage process, except in the case of a serious offense. The [First Selectman Town Manager](#) may depart from the following order or omit steps where warranted by the nature of the offense. The four stages are as follows:

A. Oral Reprimand - This is a verbal warning for poor job performance or other problem. The supervisor will outline the specific problem and areas that need to change, may set goals and time frame for performance improvements, if appropriate, and will inform the employee of future disciplinary action in case of continued poor performance or problems. Oral reprimands are documented by the supervisor and placed in the employee's personnel file with a copy to the employee.

B. Formal Reprimand - The supervisor gives the employee a formal reprimand in writing and places it in the individual's personnel file. The written reprimand shall include the date(s) and description of the incidents and statement of further disciplinary action should the situation not improve, and shall be signed by the employee or other witness, with a copy given to the employee.

C. Suspension - The supervisor may remove the employee from his job and suspend him/her with or without pay with the signed approval of the Department Head ~~and First~~ [Selectman Town Manager](#) for a period not to exceed thirty (30) days. A written memorandum will outline the circumstances leading to the suspension and set goals for improvement, if appropriate. It is reviewed with and signed by the employee and permanently placed in the employee's Personnel File and a copy sent to the Union President within one (1) day of issuance.

D. Dismissal or Demotion - If previous discipline has not resulted in the required improvement, or when the misconduct is serious enough to warrant this action, the [First Selectman Town Manager](#) may dismiss or demote the employee. The basis for dismissal or demotion

is summarized in a letter of dismissal or demotion of the employee and a copy of the letter sent to the Union President within one day of issuance.

SECTION 11.2 Prior to a suspension without pay or dismissal or demotion, an employee shall be given the opportunity to attend a predisciplinary hearing before the [First Selectman Town Manager](#), or his/her designee, which shall be informal, at which time the employee shall have the opportunity to present his/her position.

SECTION 11.3 Union Representation - An employee shall be entitled to Union representation upon his/her request at investigations which the employee reasonably believes will result in discipline, at predisciplinary hearings referenced in Section 11.2, at meetings during which discipline is administered and at each step of the grievance procedure. The employee's exercise of this right shall not cause undue delay in any investigation, meeting or hearing.

SECTION 11.4 Complaint Against Employee - No record of complaint against any employee shall be kept in an employee's personnel file unless the affected employee receives a copy of such complaint. An employee shall be given a copy of any complaint which is the basis of any disciplinary action.

A complaint which does not form a basis for disciplinary action shall not be kept in an employee's personnel file.

~~**SECTION 11.5 Employee Compelled to Offer Evidence Against Self** - In the event a grievance concerning an employee's discipline or dismissal goes to arbitration, the Town will not call the grievant as a witness.~~

ARTICLE 12 Grievance and Arbitration Procedures

SECTION 12.1 Definition A grievance is defined to be a dispute or disagreement arising out of any of the following:

- (a) Discharge, involuntary demotion, suspension or other forms of disciplinary action.
- (b) Prohibited discrimination.
- (c) Interpretation or application of specific rules, regulations, or policies of the Town.
- (d) Interpretation or application of a specific provision of this Agreement.
- (e) Job Specification. An employee may grieve that the duties assigned are not normally or reasonably expected to be performed in accordance with the overall job specifications.

SECTION 12.2 Time Limits

A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step is considered as a maximum. The time limit specified may, however, be waived by mutual agreement. This agreement shall be confirmed in writing.

B. If an employee does not file a written grievance at step one of the formal procedure within fifteen (15) working days after the employee knew or can reasonably be expected to have known of the act or condition on which the grievance is based, then the grievance is considered waived.

C. Failure of the aggrieved at any step to appeal a grievance to the next step within the specified time limits is deemed to be acceptance of the last decision rendered.

D. Failure of the Town to render a decision within a specified time limit is deemed to be denial of the grievance submitted, and the aggrieved may proceed to the next step within the time limit which would apply if a written denial had been rendered on the day on which the time period for response expired.

SECTION 12.3 Procedure

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

B. Steps

1. The aggrieved employee shall first notify his/her immediate supervisor and his/her Union representative in writing of the nature and facts of the grievance within fifteen (15) working days after its occurrence. The immediate supervisor shall meet and discuss the grievance with the employee and the Union representative and notify the employee and the Union of his/her decision in writing within six ten (610) working days after the employee notification.

2. If a satisfactory solution is not reached under Step 1 above, the employee or the Union shall submit the nature and facts of his/her grievance in writing to the Department Head within five ten (510) working days of receipt or due date of the decision rendered at Step 1 above. After the Department Head receives such grievance, he/she shall meet as soon as practical and discuss the matter with the concerned parties and shall notify the employee and the Union of the decision in writing within six ten (610) working days of the receipt of the grievance. If the employee's immediate supervisor is the Department Head, he or she proceeds to Step 3.

3. Grievances not settled at the department head level, or for which a reply is not given in the specified time, shall be submitted in writing to the First Selectman Town Manager within five ten (510) working days of receipt or due date of the decision rendered at Step 2 above. Within ten (10) working days after receipt of the grievance, the First Selectman Town Manager shall meet with the employee and/or the Union, and such other persons as the First

Selectman Town Manager deems necessary for the discussion and settlement of the grievance. The First Selectman Town Manager shall render a written resolution of the grievance within ten (10) working days of such meeting its receipt.

4. Grievances that cannot be settled by the First Selectman Town Manager may be submitted to the Personnel Subcommittee for a decision within five (5) working days of receipt or due date of the decision rendered at Step 3. The Personnel Subcommittee shall hear the grievance within thirty (30) days of its receipt of the grievance and shall render its written decision within fifteen (15) days after such hearing.

SECTION 12.4 Arbitration If the Union is not satisfied with the decision of the Personnel Subcommittee, it may appeal the decision to arbitration. Such submission to arbitration shall be made no later than ten (10) working days after receipt or due date of the decision at Step 4, with a simultaneous copy of the submission to the other party. The cost of the arbitration shall be born equally by the parties and both parties shall be bound by the decision of the arbitrator(s), provided however, that the arbitrator(s) may not add to, delete from, or modify in any way the provisions of this Agreement.

In grievances regarding discharge, or for which the Town has a substantial, ongoing, potential financial, liability (in excess of \$5,000), grievance(s) shall be submitted to the American Arbitration Association in accordance with its rules and regulations. Underlying discipline which is part of the basis for a discharge and for which grievances are pending before the Connecticut State Board of Mediation and Arbitration shall be refiled with the American Arbitration Association.

All other grievances shall be submitted to the Connecticut State Board of Mediation and Arbitration in accordance with its rules and regulations.

SECTION 12.5 All grievances initiated by employees regarding decisions or actions made by the First Selectman Town Manager shall be filed at Step 3 of the grievance procedure. Said grievance shall be filed within fifteen (15) working days after the employee knew or can reasonably be expected to have known of the act or condition on which the grievance is based, if not, the grievance is considered waived.

SECTION 12.6 The grievance procedure shall occur during working hours, except for the Personnel Subcommittee, and Union representatives representing employee(s) and/or the Union shall be compensated at their regular salary rate for their attendance during working hours. The time of the meeting with the Personnel Subcommittee shall be mutually agreed to.

ARTICLE 13 Status Changes

SECTION 13.1 Transfers - Employees may be transferred under the following circumstances:

A. On a voluntary basis to fill a vacant position under Section 2.7 and 2.8.

- B. If there are no volunteers in A above, the Town may transfer the least senior qualified employee.
- C. In lieu of layoff, an employee may transfer to a vacant position which he or she is qualified to fill if the town is accepting applications for the position.

SECTION 13.2 Other Status Changes - The Town will use its best efforts to find alternate work for an employee temporarily disabled or who suffers an injury that does not allow him/her to perform usual work. Nothing contained herein shall be construed to require the Town to “make work.”

ARTICLE 14 Management Rights

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, the rights, powers and authority to manage the operations of the Town, whether exercised or not, shall remain solely and exclusively vested by the Town. It shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and the direction of the working forces, including but not limited to the following:

- A. To determine the organization and standards of each department or division and to manage such operations;
- B. To determine the methods and levels of care, maintenance and operation of equipment used for and on behalf of the purposes of the Town;
- C. To establish or continue policies, practices and procedures for the conduct of Town business, including personnel policies, and from time to time, to change or abolish such policies, practices and procedures;
- D. To establish, modify, or discontinue processes or operations;
- E. To establish new or improved methods, procedures, practices, technologies or facilities which the Town may deem to be in its best interest and/or advisable for efficiency of operations and to modify any job description to accommodate such new or improved methods, procedures, practices, technologies or facilities;
- F. To determine the standards of selection for employment, and to determine the number and types of employees required or desired to perform the Town’s operations;
- G. To employ, direct, schedule, assign, appoint, discipline, dismiss, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work, lack of funds or other legitimate reason in the best interest of the Town or any subdivision thereof;

- H. To establish, amend, abolish and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with Town requirements;
- I. To determine the content of job classifications and/or positions and to ensure that incidental duties connected with Town operations, whether enumerated in a job description or not, shall be performed by employees;
- J. To fulfill all of the Town's legal responsibilities.

ARTICLE 15 Union Security

SECTION 15.1 During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union. ~~Any employee who, within thirty (30) days after initial employment in the bargaining unit covered by this Agreement fails to become a member of the union or any employee whose Union membership is terminated for any reason or any employee who resigns from Union membership shall be required to pay an agency service fee under Section Two.~~

SECTION 15.2 Union dues shall be deducted by the Employer from the paycheck of each employee ~~who joins the Union. who signs and remits to the Employer an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.~~ The Union shall serve as the custodian of the union authorization records, which may take the form of a signed form, an electronically signed form, or a recorded voice authorization. Upon membership changes, the Union shall provide the Town with a list of union members for the purpose of deducting dues. In the event an employee disputes his/her membership status, the Town may require proof of membership authorization. ~~The Employer shall deduct the agency service fee from the paycheck of each employee who is required to pay such fee as a condition of employment, provided, however, no such payment shall be required of an employee who objects to payments of such fee based on the tenet of a bona fide religious sect. Employees objecting on religious grounds shall make a monthly contribution to an I.R.S. recognized charity, designated by mutual agreement of the Employer and Union, equivalent to union dues.~~

SECTION 15.3 The amount of dues ~~or agency service fee~~ deducted under this Article, together with a list of employees, shall be remitted to CSEA, Service Employees International Union Local 2001 within a week after the payroll period in which such deduction is made together with a list of employees for whom any such deduction is made or unless agreed to otherwise. Dues ~~or agency service fee~~ shall be deducted on a weekly basis.

SECTION 15.4 The Union shall indemnify the Employer for any liability or damages incurred by the Employer in compliance with this Article.

SECTION 15.5 Union Business Leave Members of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for Union business, such as attending labor

conventions and educational conferences, provided that the total leave for the bargaining unit for the purpose set forth in this section shall not exceed thirty-six (36) hours in any fiscal year. Such hours are not cumulative from year to year. Union leave may be taken in increments of one (1) hour. The Union shall endeavor to give as much advance notice as possible before such leave is taken.

SECTION 15.6 Employee Bulletin Board The town will provide bulletin board space for Union notices in each work location.

ARTICLE 16 Nondiscrimination

~~The parties herein agree that neither shall discriminate against any employee on the basis of race, color, religious creed, sex, age, national origin, marital status, lawful political activity, ancestry, sexual orientation, present or past history of mental disorder, mental retardation, learning disability or physical disability, including but not limited to blindness, except for bona fide occupational qualifications.~~

The Parties herein agree that neither shall discriminate against any employee, except on the basis of bona fide occupational qualifications.

The Parties herein agree that neither shall discriminate against any employee on the basis of race, color, national origin, creed, religion, sex, age, marital status, sexual orientation, genetic makeup, gender identity or expression, military service and veteran's status, disability, political affiliations, union membership, or any other protected class. Any employee who files a grievance alleging breach of this provision may pursue that grievance through Step 3 or through the administrative processes provided under state or federal law, but may not pursue the same claim in multiple forums. An employee, however, shall not be precluded from seeking a remedy in multiple forums based upon the same nucleus of operative facts provided that the elements of the claim are different.

The Parties herein agree that neither shall retaliate against any employee who, acting in good faith, reports alleged violations of this Article or who participates in internal or external investigations related to alleged violations of this Article 16.

ARTICLE 17 Professional Development

SECTION 17.1 Tuition Reimbursement – Provided that the employee seeking reimbursement has been given prior written approval, employees will be reimbursed by the Town for any job related course or training program in accordance with the following conditions:

- A. Request in writing to the department head Town Manager's Office stating the name of the course and cost, including the cost of required study materials.
- B. ~~Prior approval by the department manager and First Selectman.~~

- BE.** No more than two (2) courses per year unless the course or training is required by the Town.
- CD.** Course must be work-related or considered an asset to the job function.
- DE.** Course must be successfully completed for reimbursement, a 'C' level grade or above or certificate to prove completion.
- EF.** The maximum reimbursement shall be the rate charged at the University of Connecticut.

The Town will reimburse the full cost for employee's attendance at workshops, conferences, seminars, and other training which is required by the Town or is approved in advance by the employee's department manager.

SECTION 17.2 Professional Dues The Town will continue to pay dues to the same extent it is doing so now.

SECTION 17.3 Individualized Professional Development Plans - In conjunction with the annual Performance Review process, each employee will be encouraged to develop an individualized Professional Development Plan.

ARTICLE 18 Mileage Reimbursement

If the Town does not provide a vehicle required for use in the performance of a Town duty or function, an employee shall be reimbursed at the IRS rate for use of his/her personal vehicle and in accordance with Town procedure as may be amended from time to time.

ARTICLE 19 Applicability

SECTION 19.1 Personnel Rules and Regulations The Personnel Rules and Regulations of the Town of Simsbury shall remain in full force and effect unless superseded by a specific provision of this Agreement.

SECTION 19.2 Rights and Benefits All prior rights and benefits not specifically mentioned in this Agreement shall remain in effect unless negotiated by the parties.

SECTION 19.3 Contract Negotiations Two (2) members of the Union's negotiating committee shall be released with full pay to attend negotiating sessions held during working hours provided that nothing contained herein shall be construed to require negotiations to take place during regular working hours.

ARTICLE 20 Health and Safety

SECTION 20.1 Safe Workplace - The Town will endeavor to provide a safe and healthy work environment. The Union agrees to bring to the attention of the Town any safety conditions within the working environment which it perceives to be unsuitable. Safety issues may be submitted to the joint Union/Management Safety Committee and may also be processed through the contractual grievance procedure but may not be submitted to arbitration.

SECTION 20.2 Labor/Management Committee - A Joint Union/Management Safety Committee shall be established to investigate, discuss and develop recommendations regarding specific safety and health matters including working conditions relative to video display terminals.

The Committee shall be comprised of two (2) representatives from each of the three bargaining units represented by CSEA, Local 2001. Management may appoint no more than an equal number of representatives to the Committee.

The Committee shall have regular quarterly meetings.

ARTICLE 21 Miscellaneous

SECTION 21.1 Orientation and Training - The Union will provide each new employee with a copy of the collective bargaining agreement then in force. During the first three days of employment the Town shall, upon request of the new employee or the union, authorize a meeting of up to one hour between the new employee and an officer designated by the union for the purpose of reviewing contractual benefits. The meeting shall afford new employees the opportunity to meet with the union prior to deciding upon any contractual benefit options. Employees participating in such a meeting shall be paid.

ARTICLE 22 Duration

SECTION 22.1 Except where an effective date is otherwise specified, this Agreement shall become effective upon the implementation date set forth in the Statute.

SECTION 22.2 This Agreement shall remain in full force and effect through and including June 30, 2019, except with respect to the following:

- A. Article 9, Section 9.11, Other Post Employment Benefits (“OPEB”) Trust, will remain in full force and effect until June 30, 2023; and it is the parties’ intent in accordance with Section 9.10(a) to extend beyond this date for all employees hired after July 1, 2013.
- B. Article 9, Section 9.12.B., Pension Plans, will remain in full force and effect until June 30, 2019.

Town of Simsbury

Simsbury Secretarial, Clerical and Library
Town Employee's Association, CSEA,
Service Employees International Union
Local 2001

Maria E. Capriola
Town Manager

Nicole Sisk
President

Date: _____

Date: _____

Frank Pizarro
Union Representative

Date: _____

APPENDIX A

SECRETARIAL, CLERICAL AND LIBRARY TOWN EMPLOYEES	
POSITION SCHEDULE	
Grade	Job Title
T1	Friendly Visitor Assistant
T2	Cashier Clerk Circulation Library Services Assistant (Adult, Children) Assistant (Part-time)
T3	Circulation Library Services Assistant (Adult, Children) Clerk Circulation Assistant (Adult, Children) Library Clerk (Part-Time) Library Clerk
T4	Assessor's Clerk Building and Land Use Department Clerk Police Clerk Receptionist/Telephone Console Attendant Senior Center Assistant Tax Clerk
T5	Accounts Payable Clerk Assistant Town Clerk I Library Technical Assistant - Support Services
T6	Accounts Clerk/Secretary Administrative Secretary I—Building Administrative Secretary I – Culture, Parks & Recreation, 35 hours Human Services Aide—Social Services <u>Social Services Assistant</u> Administrative Secretary I – Library Administrative Secretary I—Public Works Administrative Secretary I—WPCF Commission Clerk Library Technician Head of Circulation Police Records Clerk Finance Specialist
T7	Administrative Secretary II – Engineering (Part-time) Assessor's Aide <u>Assistant Town Clerk I</u> <u>Assistant Town Clerk II</u>
T8	Administrative Secretary II – Police Administrative Secretary II – Public Works, 40 hours <u>Administrative Secretary II– WPCF, 40 hours</u>
T10	Building Department Specialist Land Use Specialist

APPENDIX B

CSEA: SECRETARIAL, CLERICAL & LIBRARY WAGE SCHEDULE

CSEA: Secretarial, Clerical & Library - Wage Tables FY20-FY23

Effective and Retroactive to July 1, 2019

2.25% G.W.I

STEPS

GRADE		1	2	3	4	5	6	7	8	9	10
1	HOURLY	20.10	20.53	20.94	21.36	21.79	22.20	22.67	23.11	23.55	24.03
2	HOURLY	20.96	21.39	21.81	22.27	22.71	23.17	23.63	24.10	24.60	25.10
3	HOURLY	21.91	22.38	22.82	23.28	23.74	24.22	24.71	25.20	25.70	26.22
4	HOURLY	22.92	23.38	23.84	24.33	24.80	25.31	25.81	26.33	26.86	27.38
5	HOURLY	23.93	24.43	24.90	25.40	25.92	26.42	26.96	27.49	28.04	28.59
6	HOURLY	25.04	25.54	26.06	26.56	27.09	27.64	28.18	28.78	29.33	29.91
7	HOURLY	26.20	26.68	27.23	27.78	28.33	28.90	29.48	30.06	30.68	31.28
8	HOURLY	27.33	27.87	28.43	28.99	29.59	30.17	30.77	31.39	32.03	32.65
9	HOURLY	28.55	29.11	29.70	30.30	30.89	31.52	32.14	32.79	33.45	34.12
10	HOURLY	29.86	30.46	31.05	31.68	32.33	32.95	33.62	34.29	34.99	35.68

Effective July 1, 2020

2.35% G.W.I

STEPS

GRADE		1	2	3	4	5	6	7	8	9	10
1	HOURLY	20.58	21.01	21.43	21.86	22.30	22.72	23.20	23.65	24.11	24.60
2	HOURLY	21.45	21.89	22.33	22.79	23.25	23.71	24.19	24.66	25.18	25.69
3	HOURLY	22.43	22.90	23.36	23.82	24.30	24.79	25.29	25.79	26.30	26.83
4	HOURLY	23.46	23.93	24.40	24.90	25.38	25.90	26.41	26.95	27.49	28.03
5	HOURLY	24.49	25.01	25.48	25.99	26.53	27.04	27.59	28.14	28.70	29.26
6	HOURLY	25.63	26.14	26.67	27.19	27.73	28.29	28.84	29.46	30.02	30.61
7	HOURLY	26.81	27.31	27.87	28.43	28.99	29.58	30.17	30.76	31.40	32.01
8	HOURLY	27.97	28.53	29.09	29.67	30.29	30.88	31.49	32.13	32.78	33.42
9	HOURLY	29.22	29.80	30.40	31.01	31.61	32.26	32.90	33.56	34.24	34.92
10	HOURLY	30.56	31.17	31.78	32.42	33.09	33.73	34.41	35.10	35.82	36.52

Effective July 1, 2021

2.35% G.W.I

STEPS

GRADE	1	2	3	4	5	6	7	8	9	10
1 HOURLY	21.06	21.50	21.93	22.37	22.83	23.26	23.74	24.21	24.67	25.17
2 HOURLY	21.95	22.41	22.85	23.33	23.79	24.27	24.76	25.24	25.77	26.29
3 HOURLY	22.95	23.44	23.91	24.38	24.87	25.37	25.88	26.39	26.92	27.46
4 HOURLY	24.01	24.49	24.98	25.49	25.98	26.51	27.03	27.58	28.14	28.68
5 HOURLY	25.07	25.59	26.08	26.60	27.15	27.67	28.24	28.80	29.37	29.95
6 HOURLY	26.23	26.76	27.30	27.82	28.38	28.95	29.52	30.15	30.73	31.33
7 HOURLY	27.44	27.95	28.52	29.10	29.67	30.28	30.88	31.49	32.14	32.76
8 HOURLY	28.63	29.20	29.78	30.37	31.00	31.60	32.23	32.88	33.55	34.21
9 HOURLY	29.90	30.50	31.11	31.74	32.36	33.02	33.67	34.34	35.04	35.74
10 HOURLY	31.28	31.90	32.53	33.18	33.87	34.52	35.22	35.93	36.66	37.38

Effective July 1, 2022

2.25% G.W.I

STEPS

GRADE	1	2	3	4	5	6	7	8	9	10
1 HOURLY	21.53	21.99	22.43	22.88	23.34	23.78	24.28	24.75	25.23	25.74
2 HOURLY	22.45	22.91	23.36	23.85	24.33	24.81	25.31	25.81	26.35	26.88
3 HOURLY	23.47	23.97	24.45	24.93	25.43	25.94	26.47	26.99	27.52	28.08
4 HOURLY	24.55	25.04	25.54	26.06	26.56	27.11	27.64	28.20	28.77	29.33
5 HOURLY	25.63	26.17	26.67	27.20	27.76	28.30	28.88	29.45	30.03	30.63
6 HOURLY	26.82	27.36	27.92	28.45	29.02	29.60	30.19	30.83	31.42	32.04
7 HOURLY	28.06	28.58	29.16	29.76	30.34	30.96	31.58	32.19	32.86	33.50
8 HOURLY	29.27	29.85	30.45	31.05	31.69	32.31	32.95	33.62	34.31	34.97
9 HOURLY	30.58	31.18	31.81	32.46	33.09	33.76	34.43	35.12	35.83	36.54
10 HOURLY	31.98	32.62	33.26	33.93	34.63	35.30	36.01	36.73	37.48	38.22



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Successor Collective Bargaining Agreement Between the Town and CSEA Supervisors, July 1, 2019 – June 30, 2023
2. **Date of Board Meeting:** June 13, 2022
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
The Board of Selectmen has three options as follows:
 - **Option A** is to vote to authorize the Town Manager to execute the proposed successor collective bargaining agreement as presented.
 - If the Board is dissatisfied with the proposed successor collective bargaining agreement, **Option B** would be to reject the agreement as presented. If the Board rejects the agreement, the matter shall be returned to management and the union for continuation of the interest arbitration process.
 - **Option C** would be to take no action on the agreement, in which case the agreement would become effective after a 30 day period.

Since the contract was negotiated in good faith, I recommend Option A. If the Board of Selectmen supports adopting the successor collective bargaining agreement as presented, the following motion is in order:

Move, effective June 13, 2022, to authorize Town Manager Maria E. Capriola to execute the proposed successor Collective Bargaining Agreement between the Town of Simsbury and CSEA Supervisors, July 1, 2019 – June 30, 2023, which shall enter into effect retroactively from July 1, 2019 and expire on June 30, 2023.

5. **Summary of Submission:**
Staff has negotiated a proposed successor collective bargaining agreement with the CSEA Supervisors unit. The Board of Selectmen is the ratification body for the town and the Town Manager must be authorized by the Board to sign and execute the agreement. The Union has ratified the agreement.

Highlights of the proposed agreement are as follows:

- Duration
 - 4 years – July 1, 2019 through June 30, 2023

- General Wage Increases
 - FY 20: 2.25%
 - FY 21: 2.35%
 - FY 22: 2.35%
 - FY 23: 2.25%
- New hires will need to have ten years of continuous eligible service to be eligible for retiree medical insurance coverage. Existing employees remain eligible after five years of continuous eligible service
- Contributions for employees participating in the defined benefit plan will increase by 1% to 6% of salary upon contract ratification and by another 1% to 7% of salary on July 1, 2022
- Health insurance plan management changes allow for both pharmacy and medical management
- Medical insurance co-pays have increased
- Language was updated throughout the document, including changing First Selectmen to Town Manager to reflect the current form of government, clarification of leave accruals, and other housekeeping items

6. Financial Impact:

The CSEA Supervisors union represents 8 full-time employees. When factoring in the general wage increase, step increases, payroll taxes, pension, and other benefits the total contract reflects an increase of \$40,844 or 3.79% for FY20, \$33,891 or 3.02% for FY21, \$26,349 or 2.28% for FY22, and \$33,659 or 2.85% for FY23.

State-wide, we are seeing negotiated settlements during the life of this contract award (average) general wage increases in the 2.20%-2.30% range, comparable to what has been negotiated.

7. Description of Documents Included with Submission:

- a) Total Contract Cost Analysis
- b) Tentative Agreement between the Town of Simsbury and CSEA Supervisors, July 1, 2019 – June 30, 2023

Total Estimated Contract Cost - Supervisors

	Total Base Salaries	FICA/Medicare	Workers' Comp	LTD	Life Insurance	Pension ¹		Health Insurance		Total	% Change
						Employer Costs	Increased Employee Contributions	Employer Share	Plan Design Changes ²		
Baseline (FY19)	\$ 755,370	\$ 57,786	\$ 17,600	\$ 2,697	\$ 3,852	\$ 104,799	\$ -	\$ 137,565	\$ -	\$ 1,079,669	
FY20 - 2.25% GWI	\$ 774,033	\$ 59,214	\$ 18,035	\$ 2,763	\$ 3,948	\$ 107,349	\$ -	\$ 155,212	\$ -	\$ 1,120,554	3.79%
FY21 - 2.35% GWI	\$ 796,073	\$ 60,900	\$ 18,549	\$ 2,842	\$ 4,060	\$ 110,308	\$ -	\$ 161,714	\$ -	\$ 1,154,445	3.02%
FY22 - 2.35% GWI	\$ 818,585	\$ 62,622	\$ 19,073	\$ 2,922	\$ 4,175	\$ 113,313	\$ (1,610)	\$ 161,714	\$ -	\$ 1,180,794	2.28%
FY23 - 2.25% GWI	\$ 842,728	\$ 64,469	\$ 19,636	\$ 3,009	\$ 4,298	\$ 116,327	\$ (3,293)	\$ 176,268	\$ (8,988)	\$ 1,214,453	2.85%

1 - Town contribution to general government plan, based on 7/1/20 valuation, is 21.08% of current payroll.

2 - Estimated costs savings associated with the implemented of plan management changes (pharmacy management/drug utilization; medical management). Assumes no change in enrollment, cost share, or HSA contributions.

AGREEMENT BETWEEN

**THE SIMSBURY ADMINISTRATIVE
& PROFESSIONAL **SUPERVISORS**' TOWN EMPLOYEES
ASSOCIATION
CSEA, SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 2001**

AND

THE TOWN OF SIMSBURY

July 1, ~~2015~~ 2019 — June 30, ~~2019~~ 2023

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PREAMBLE

This Agreement is made and entered into by and between the Town of Simsbury (hereinafter referred to as “the Town” or “the Employer”) and the Simsbury Administrative and Professional Supervisors’ Employees Association, CSEA, Service Employees International Union Local 2001 (hereinafter referred to as “the Union”).

ARTICLE 1 Recognition

SECTION 1.1 The Town of Simsbury recognizes The Simsbury Administrative & Professional Supervisors’ Employees Association, CSEA, Service Employees International Union Local 2001 as the sole and exclusive bargaining agent for all full-time administrative and professional employees who occupy positions covered by this Agreement (see Appendix A for covered positions), excluding department heads, supervisors (except those set forth in the Appendix), members of the Police Department, and all others excluded by the Municipal Employee Relations Act (hereinafter referred to as “the Act”), for the purpose of bargaining with respect to wages, hours and other terms and conditions of employment as mandated by the Act.

ARTICLE 2 Appointments and Vacancies

SECTION 2.1 The Town shall **electronically** post notices of all newly established positions within the bargaining unit and notices of vacancies within the bargaining unit which it wishes to fill ~~on official boards in each department for a period of two (2) weeks.~~ **Prior to any external posting, such notice will be posted internally to the bargaining unit for a period of five (5) business days and shall be provided by email to all bargaining unit employees.** Such notice shall specify the title and salary range of the position, the nature of the work to be performed, the requisite qualifications, including experience for the position, and the closing date for receiving applications. Any employee who meets the minimum qualifications may submit his or her application to the Town. ~~Nothing contained herein shall prohibit simultaneous outside advertisement of the position.~~

SECTION 2.2 Appointments shall be made on the basis of qualifications, skill, and ability, work experience and work record.

SECTION 2.3 Probationary Period

- A. **Newly Hired or Newly Transferred Into Bargaining Unit Position** For securing the most effective adjustment of an individual newly hired or newly transferred from outside the bargaining unit to a position within the bargaining unit and for determining that such employee’s work meets required standards, all

such appointments are for a probationary period normally not to exceed one year but no less than six (6) months. In case of extended illness, the **First Selectman Town Manager** may extend the probationary period.

B. Transferred or Promoted From Another Bargaining Unit Position

Any bargaining unit member who completed his or her regular probationary period in a position within the bargaining unit and who voluntarily transfers or is promoted to a different position within the bargaining unit shall serve a probationary period of ~~sixty (60) workdays~~ up to four (4) calendar months. If, during this probationary period, the employee finds the new position unacceptable or the Town finds the employee unsuited to the new position, such employee shall be returned to the position from which the employee transferred or was promoted, presuming such position still exists. During this period, the vacated position, if it still exists, may be filled at the Town's discretion, on a temporary basis. If the vacated position has been eliminated, the Town will make reasonable efforts to transfer the affected employee to a vacant position which it wishes to fill and for which the employee is qualified.

SECTION 2.4 Evaluation of Performance During the probationary period, the department head shall submit quarterly reports to the **First Selectman Town Manager** in writing, with a copy to the employee, evaluating the work of the employee. Upon successful completion of the probationary period, the employee shall be given written notice of such with a copy to the Union.

SECTION 2.5 Dismissal During the initial probationary period, a department head may dismiss an employee with approval of the **First Selectman Town Manager**. Dismissal during the probationary period shall be at the discretion of the Town in accordance with the Town Charter and may occur for no reason or for any reason including but not limited to demonstration of inability or unwillingness to perform the duties of the position, lack of dependability, habits which detract from job performances or incompatibility with supervisor. Notification of such dismissal shall be in writing. Dismissal during the probationary period shall not be subject to grievance and/or arbitration.

SECTION 2.6 The Town may authorize the appointment of any qualified person to a position to prevent stoppage of public business or loss or serious inconvenience to the public. Such appointment shall be valid for the duration of the emergency without regard to any applicable rules set forth in this Agreement.

SECTION 2.7 Notification. At the time of appointment or recall from a layoff, a letter signed by the **First Selectman Town Manager** or his/her designee with a copy sent to the collective bargaining unit and the department head, will be prepared indicating the following:

- A. Rate of Remuneration
- B. Hours of employment
- C. Flex-time schedule where applicable

- D. A copy of the job description of the position for which he or she has been hired.

ARTICLE 3 Classifications

SECTION 3.1 Classification of Positions All positions substantially similar with respect to duties, responsibilities, authority and character of work shall be included within the same grade and the same schedule of compensation shall apply with equity under like working conditions to all positions in the same grade. No new position shall be allocated to a grade without negotiations and agreement with the Union, although the Town may make a temporary allocation pending negotiations.

SECTION 3.2 All positions are classified and defined as follows:

- A. Full time: A full-time employee is one employed for a minimum of 40 hours per week on a yearly basis, and is entitled to fringe benefits in accordance with this Agreement.
- B. Part-time: A part-time employee is one employed for a fixed number of hours, but less than 40 hours per week, on a yearly basis. Such employee may be paid on an hourly or salaried basis and is entitled to fringe benefits only to the extent set forth in this Agreement.

SECTION 3.3 Reclassification The Town reserves the right to determine the content of any job and to modify job descriptions accordingly. Positions, the duties of which have been changed materially so as to necessitate reclassification in the discretion of the Town, shall be allocated to a more appropriate grade, whether newly created or currently existing, in the manner set forth in Section 3.1 and 3.2 above.

Whenever an employee believes that his/her job consistently requires the performance of duties of a specific higher classification for the majority of the workday or if an individual's job has evolved over time to encompass additional duties, either the employee or the Union may request a hearing before the ~~First Selectman~~ Town Manager relative to reclassification of the position in a manner consistent with the provisions of Section 3.1 above. Within ~~thirty (30)~~ ninety (90) calendar days of receiving the request, the ~~First Selectman~~ Town Manager or designee shall meet with the employee and the Union, conduct a reclassification review and analysis, and render a decision, ~~hold a hearing and shall render a decision within ten (10) days following the hearing.~~ If more than ninety (90) calendar days is needed to conduct the reclassification review and analysis, the timeframe may be extended upon mutual agreement of the Town and the Union. If the reclassification is granted, the change shall be retroactive to the date the request was received by the Town Manager's Office. If the matter remains unresolved following the decision of the ~~First Selectman~~ Town Manager or designee, the matter may be pursued through the contractual grievance and arbitration procedures. Requests in accordance with this provision may not be made more than once in a two (2) year period regarding a specific position.

ARTICLE 4
Wages and Compensation

SECTION 4.1 Wage Rates The wage rates for full-time employees shall be set forth in Appendix B of this Agreement.

SECTION 4.2 Placement on Pay Plan: Employees shall continue to move through the steps on the pay plan set forth in Appendix B as described below.

SECTION 4.3 Compensation

1. Wage Increases:

1. Effective July 1, 2019, the rates of pay for all bargaining unit employees shall be increased by 2.25%.
2. Effective July 1, 2020, the rates of pay for all bargaining unit employees shall be increased by 2.35%.
3. On or after July 1, 2021 the rates of pay for all bargaining unit employees shall be increased by 2.35%.
4. On or after July 1, 2022 the rates of pay for all bargaining unit employees shall be increased by 2.25%.

The negotiated general wage increases shall apply retroactively for (1) employees on the payroll at the time of the ratification; (2) any employee who retired prior to the ratification; and (3) and employees who voluntarily resigned with five (5) or more years of service with the Town.

~~(a) Effective July 1, 2015, and retroactive thereto, there shall be a two and a quarter percent (2.25%) general wage increase.~~

~~(b) Effective July 1, 2016, there shall be a two and a quarter percent (2.25%) general wage increase.~~

~~On or after January 1, 2017 the parties shall meet to negotiate any adjustments to wages for the duration of this Agreement.~~

2. Step Increases:

- (a) ~~Effective July 1, 2015, and retroactive thereto, e~~Each full-time employee shall receive one (1) step increase of one percent (1%) on their anniversary date of hire, or, if applicable, their anniversary date in a promotional position until said employee has reached top step.

~~(b) Effective July 1, 2016, each full time employee shall receive one (1) step increase of one percent (1%) on their anniversary date of hire, or, if applicable, their anniversary date in a promotional position until said employee has reached top step.~~

3. Merit Bonuses:

- (a) The members of the bargaining unit shall receive a merit bonus based on their ~~2014-2015~~ annual performance review as follows:
- i. Employees at the top of the pay scale receiving a performance rating of “Superior Performance” shall receive a one-time lump sum cash bonus, not to be included in the Employee’s annual base salary, in the amount of two percent (2.00%) of their annual base salary for ~~the~~ Fiscal Year ~~2015~~ of their review, to be paid on and retroactive to June 30, ~~2015~~ of the review year. Employees at the top of the pay scale receiving a performance rating of “Competent” shall receive a one-time lump sum cash bonus, not to be included in the Employee’s annual base salary, in the amount of one percent (1.00%) of their annual base salary for Fiscal Year ~~2015~~ of their review, to be paid on and retroactive to June 30, ~~2015~~ of the review year.
 - ii. Employees not at the top of the pay scale receiving a performance rating of “Superior Performance” shall move up one (1) step on the pay scale and receive a one-time lump sum cash bonus, not to be included in the Employee’s annual base salary, in the amount of one percent (1.00%) of their annual base salary for ~~the~~ Fiscal Year ~~2015~~ of the review, to be paid on and retroactive to June 30 ~~of the review year, 2015~~. Employees not at the top of the pay scale receiving a performance rating of “Competent” shall receive a one-time lump sum cash bonus, not to be included in the Employee’s annual base salary, in the amount of one percent (1.00%) of their annual base salary for ~~the~~ Fiscal Year ~~2015~~ of their review to be paid on and retroactive to June 30 ~~of the review year, 2015~~.
- ~~(b) The members of the bargaining unit shall receive a merit increase based on their 2015-2016 performance review as follows:~~
- ~~i. Employees at the top of the pay scale receiving a performance rating of “Superior Performance” shall receive a one time lump sum cash bonus, not to be included in the Employee’s annual base salary, in the amount of two percent (2.00%) of their annual base salary for Fiscal Year 2016, to be paid on June 30, 2016. Employees at the top of the pay scale receiving a performance rating of “Competent” shall receive a one time lump sum cash bonus, not to be included in the Employee’s annual base salary, in~~

~~the amount of one percent (1.00%) of their annual base salary for Fiscal Year 2016 to be paid on June 30, 2016.~~

- ~~ii. Employees not at the top of the pay scale receiving a performance rating of "Superior Performance" shall move up one (1) step on the pay scale and receive a one time lump sum cash bonus, not to be included in the Employee's annual base salary, in the amount of one percent (1.00%) of their annual base salary for Fiscal Year 2016 to be paid on June 30, 2016. Employees not at the top of the pay scale receiving a performance rating of "Competent" shall receive a one time lump sum cash bonus, not to be included in the Employee's annual base salary, in the amount of one percent (1.00%) of their annual base salary for Fiscal Year 2016 to be paid on June 30, 2016.~~

SECTION 4.4 Starting Rate on Return from Military Service Any employee who leaves the Town service to enter the Armed Forces shall be reinstated to the extent required by state and federal law.

SECTION 4.5 Entry Salary Rate The entry salary during the probationary period may be ninety percent (90%) of the prevailing rate for experience within that job grade for the Town of Simsbury.

SECTION 4.6 Entrance Salary Rate Under normal circumstances, the entrance rate of pay for a grade shall be offered for recruitment purposes and shall normally be paid upon appointment to the grade except as provided in Section 4.3 above. The ~~First Selectman~~ **Town Manager** may approve initial compensation at a rate higher than the minimum rate of pay for the grade when the needs of the service make such action necessary, provided that:

- A. The qualifications of the applicant are outstanding in relation to those of competing applicants, and the applicants employment cannot be obtained at the minimum rate; or
- B. There is a shortage of qualified applicants available at the minimum rate of pay.

SECTION 4.7 Rate of Pay on Transfer or Demotion When an employee is transferred from a position in one grade to a position in the same grade at the same level, he/she continues to be paid at the same rate, if such transfer is made at the discretion of the Town. When such transfer is made at the request of an employee for any reason including the avoidance of layoff or when an employee is demoted to a lower grade, his/her salary shall be set at a rate in a lower grade which provides appropriate compensation for the work assigned.

SECTION 4.8 Rate of Pay on Promotion ~~When an employee is promoted, his/her rate of pay shall be advanced to the new pay range.~~ When an employee is promoted to a classification with a higher base maximum rate, the beginning rate shall be at the lowest step in the higher range that will provide an increase of at least 6% over the rate received prior to

promotion, provided the new range will permit such an increase. If the pay range for the classification does not allow for a 6% increase. The increase shall be the highest rate available in the pay range for that class.

SECTION 4.9 Rate of Pay on a Temporary Reassignment Employees who are temporarily promoted or assigned to a vacant position, and are fulfilling all of the qualifications of that position, may have adjustment of pay, where there is a reassignment of a period of at least sixty (60) calendar days, Pay will be adjusted in accordance with the Town's Pay Policy. Temporary promotions shall not exceed one year.

SECTION 4.10 Reserve Duty Advance payment of salary is allowed to an employee called for Reserve Duty with the understanding that the employee will reimburse the Town the amount paid to him/her for Reserve Duty; such reimbursement amount is not to exceed the amount of advanced pay. The employee must sign an agreement to reimburse the Town the amount of his/her military pay if he/she wishes the Town to provide his regular pay prior to his/her submission of a military pay voucher. Normal payroll deductions and Town contributions for insurance purposes are continued to cover such periods.

SECTION 4.11 Payment Employees shall be paid on a weekly basis, and ~~the town will continue to provide direct deposit of paychecks~~ all employees will be required to utilize direct deposit.

SECTION 4.12 Authorized Leave When absent because of authorized sick or vacation leave, each employee is paid at the regular rate.

SECTION 4.13 Absence Without Leave An employee absent without authorized leave shall forfeit his or her pay for the entire duration of such absence and will be subject to disciplinary action up to and including dismissal.

SECTION 4.14 Payroll Deductions Credit Union Employees are eligible to join the Dutch Point Credit Union and to request from the Finance Department that deductions be made from paychecks and automatically be deposited in their Credit Union accounts.

SECTION 4.15 Rate of Pay on Recall

A. When an employee is recalled from layoff to a position in the same grade as the employee held prior to layoff, the employee shall be paid at the rate for the step the employee held prior to being laid off.

B. When an employee is recalled from layoff to a position in a grade higher than the employee held prior to layoff, the employee shall be paid at the same step the employee held in the lower class in the higher classification.

C. When an employee is recalled from layoff to a position in a grade lower than the employee held prior to layoff, the employee shall be paid as if demoted to the lower grade from the step the employee held prior to being laid off.

ARTICLE 5
Hours and Conditions of Employment

SECTION 5.1 Attendance All departments shall maintain weekly attendance records for all employees and furnish reports monthly of such attendance to the ~~First Selectman~~ [Town Manager](#).

SECTION 5.2 Hours of Work

A. It is agreed that the working relationship between the Town and Association members shall be based upon principles of professionalism. It is expected that employees covered by this Agreement shall normally work a minimum of forty (40) hours per week and are required to work for as many hours as may be required to satisfactorily perform their job duties without regard to hours per day, week, or month. Recognizing that employees covered by this Agreement are exempt under applicable state and federal law, it is expected that such employees will schedule their own work in such manner as to effectively and efficiently complete assignments in a timely manner consistent with the Town's operational requirements. It is agreed that the working relationship between the Town and the Association members shall be based upon principles of professionalism and that neither party shall engage in "clock watching."

During the term of this agreement the Town and the Union agree to discuss a possible change in the hours of work to a 4 ½ day work week for Town Hall and Social Services.

B. Monday Evening Office Hours.

The offices of the Assessor's Office, the Building Department, the Computer Department, the Finance Department, the Planning Department, Social Services, the Senior Center, the Tax Department and the Town Clerk's Office will be open on Mondays from 8:30 a.m. until 7:00 p.m.

SECTION 5.3 Job Sharing Employees may submit proposals for job sharing agreements. Such agreements are subject to approval by the Town and the Union.

SECTION 5.4 Compensatory Time & Recognition of Extraordinary Circumstances Exempt employees shall not accrue compensatory time off. Employees covered by this agreement shall be considered exempt employees under applicable state and federal law consistent with Section 5.2, Hours of Work, Sub-Section A, and are not required to track or report their hours of work.

The Town and the Union recognize that there are extraordinary circumstances, including but not limited to circumstances declared as Emergencies by the Town, where certain exempt employees perform well above and beyond their regular position requirements. When the ~~Director~~ [employee's supervisor](#) determines that an employee has performed above and beyond

position requirements, the ~~Director-employee's supervisor~~ and the affected employee shall meet to discuss the employee's option of either accruing ~~compensatory additional~~ paid time off above and beyond any other time off provided for in this agreement, or being paid an additional amount. The Town Manager shall review the recommendation. The decision to grant a bonus shall be in the sole discretion of the Town Manager and may not be grieved by the employee or the Union. Such compensatory time shall not be accrued in excess of bonus may not exceed forty (40) hours per fiscal contract year. Alternatively, the employee may elect to receive the bonus in a cash payment equal to the value of the additional PTO. Such compensatory time shall not be accrued in excess of forty (40) hours per contract year. Alternatively, the employee may elect to be paid a bonus not to exceed one percent (1%) of his/her annual salary for any given contract year. An employee who is not satisfied with the outcome of this process may appeal to the Director of Administrative Services whose decision shall be final, binding and not subject to the grievance procedure.

SECTION 5.5 Outside Employment Outside employment is not encouraged for full-time employees, however, any employee of the Town who engages in additional employment outside his or her official working shall give, within thirty (30) days of commencing such outside employment, written, acknowledged notice of such outside employment to the ~~First~~ **Selectman Town Manager**. Any employee who engages in employment outside of his regular working hours is subject to call to perform his regular Town duties first. Any employee whose work performance is adversely impacted by outside employment shall be subject to discipline.

Section 5.6 Remote Work Employees may apply to the Town Manager for a set schedule remote work or situational/intermittent remote work. In assessing the request, the Town Manager or his/her designee shall consider input from the employee's supervisor, and may consider other information the Town Manager deems relevant to responding to such requests. The Town Manager/designee may deny or modify such requests for bona fide operational reasons. Denials of remote work requests shall not be subject to grievance/arbitration procedures.

ARTICLE 6 Leaves of Absence

SECTION 6.1 Sick Leave When it is necessary for any employee to take sick leave due to a non-occupational illness or disability, the salary of bargaining unit employees shall be continued for a period not to exceed six (6) months upon the approval of the ~~First-Selectman~~ **Town Manager** and based on the nature of the disability or illness and the service record of the employee, and the recommendation of an attending physician. A paid sick leave up to one month's pay may be granted to probationary employees. Notwithstanding the foregoing, employees hired after July 1, 2001, shall be eligible to accrue sick leave at the rate of one and one-quarter (1.25) days per month to a maximum of fifteen (15) days per year. Unused sick leave may be accumulated to a maximum of one-hundred ~~twenty five (125)~~ thirty (130) days. In order to accrue sick leave during any month, the employee must be on the active payroll for at least half of the month or to be on an authorized paid leave of absence. No compensation shall be paid for unused sick leave upon retirement or otherwise leaving Town employment. The Town

may require a second opinion from a Town chosen physician. Sick leave shall be subject to the following conditions:

A. **Notification of Illness**: In order to be paid for sick leave, an employee must notify his department head within two (2) hours of the time the employee is due to report for duty, unless otherwise specified by the department head.

B. **Use of Sick Leave**: Sick leave shall not be considered a privilege to be used at any employee's discretion, but shall be allowed only in the following cases:

1. Personal illness or physical incapacity, resulting from causes beyond the employee's control, for which compensation is not payable by any employer under the terms of the Workers' Compensation Act of the State of Connecticut. An employer who is injured while engaged in outside employment, or who suffers any occupational illness attributed thereto is not eligible for sick leave.
2. Enforced quarantine of the employee in accordance with community health regulations.
3. Family illness or physical incapacity for which employee may apply up to five (5) paid sick leave days and may use up to an additional five (5) unpaid leave days. An employee may, at his/her discretion, use other accrued leaves for family illness or incapacity.
4. Any other reason specifically permitted under applicable State and/or Federal statutes, including but not limited to the State of Connecticut's Public Act 11-52.

C. **Abuse of Sick Leave Privilege**: Abuse of sick leave privilege is considered sufficient cause for denial of additional paid leave per the provisions of subsection D below and for discipline up to and including dismissal.

D. **Medical Reporting Requirements**:

1. The Town may require a doctor's certificate or other proof of illness after three (3) consecutive days of sick leave or in the case of suspected abuse where the employee has been warned in accordance with the Disciplinary Action article. The doctor's certificate will include anticipated length of an employee's absence, date employee can safely return to work, and any physical limitations imposed by the illness.
- ~~2. Non-consecutive Sick Leave Absences—After five (5) nonconsecutive occurrences of sick leave in any twelve (12) month period, the department head may require a doctor's certificate for future sickness if it appears that there has been an abuse of sick leave. Additional paid sick days must be~~

~~request from and approved by the department head and the First Selectman.~~

32. When the Town believes it is necessary in order to assess the merits of a request for extended sick leave, the Town may require an employee requesting such leave to submit medical certification in the form that is provided for under the Family and Medical Leave Act of 1993.
43. Medical certificates shall be kept as part of an employee's medical record file. The parties consider medical records to be confidential and not subject to public disclosure unless so ordered by a non-appealable order of a court of competent jurisdiction.

E. On any occasion when the Town requires medical examination by a physician of its choice, it shall pay for such examination.

F. Exempt Employees may schedule his/her own work in such manner as to work a minimum of his/her approved hours, and such schedule shall be approved by the employee's supervisor. If the employee's schedule cannot be modified to accommodate the medical appointment, the appointment may be charged to accrued sick leave.

SECTION 6.2 Family and Medical Leave Act Employees may be eligible for unpaid FMLA leave in accordance with federal law. As part of the leave allowed under the law, employees must exhaust applicable paid time off which time off shall be credited toward the FMLA leave allowance, except at the employee's option, he/she may save up to two (2) weeks of vacation. Entitlement to such leave shall be computed utilizing a rolling twelve-month period measured backward from the date leave is used.

SECTION 6.3 Occupational Injury Leave Injury leave as distinguished from sick leave means paid leave given to an employee because of the absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his/her duties.

The Town will supplement for a period not to exceed six (6) months the payments made under Workers' Compensation Insurance so that the employee will receive his/her normal weekly pay for the period of time he/she is on injury leave.

SECTION 6.4 Personal Leaves of Absence The ~~First Selectman~~ Town Manager upon recommendation of the department head may grant leaves of absence when necessary, with or without pay, up to a maximum of two months. The Board of Selectmen, upon recommendation of the department head and approval of the First Selectmen, may grant leaves of absence when necessary, with or without pay, for periods longer than two months. An approved leave of absence will have no effect on the employee's benefits or length of service.

SECTION 6.5 Bereavement Leave

The Town allows up to five (5) days off, with pay, for death of a spouse, parent, child, step-child or grandchild; up to three (3) days off, with pay, for death of a parent-in-law, sibling or grandparent and one (1) day off for the death of the employee's niece, nephew, aunt or uncle. ~~Employees may request additional time off for attendance at a funeral not provided for herein. Such time off may be without pay or charged to accrued leave. Such leave shall not be unreasonably denied.~~ Bereavement leave is to cover time actually lost during the normal work week when the employee is grieving and/or making arrangements for or attending the funeral/memorial service. Funeral leave is generally not intended for additional family gatherings or services in addition to a funeral/memorial service that may be held at a future date after the funeral/memorial service.

Nothing herein shall be deemed to prevent an employee from requesting time off without pay for attendance at a funeral/memorial service not provided for herein, and such request shall not be unreasonably denied.

SECTION 6.6 Military Leave The ~~First Selectman~~ Town Manager shall grant Military Leave upon request for active duty in the National Guard or Armed Forces in accordance with state and federal law.

SECTION 6.7 Jury Duty An employee called to jury duty shall notify the Town immediately of his or her selection. Such employee shall continue to be paid his or her regular pay as required under Section 51-247a(a), as is or as amended, of the Connecticut General Statutes. Any employee who is released from jury duty on any given work day is required to report to work if there are four or more hours left in the work day.

SECTION 6.8 Personal Days Employees shall be entitled annually to three (3) personal days which may be used for personal business which cannot be scheduled during non-work hours. Personal days cannot be accumulated from year to year.

ARTICLE 7 Holidays

SECTION 7.1 Paid Holidays

A. The following holidays shall be granted with pay:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day following Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

B. One (1) additional floating holiday shall be observed each year which shall be determined by mutual agreement between the employee and his/her supervisor.

C. When a holiday falls on a Saturday, the preceding Friday shall be the day off, and when a holiday falls on a Sunday the following Monday shall be the day off. Exceptions to this section are at the discretion of the ~~First Selectman~~ Town Manager. When Christmas Eve and/or Christmas Day falls on a weekend, days off shall be scheduled to ensure that employees receive a day off for each holiday.

D. Attendance on Days Prior to and Immediately after a Holiday - Employees are not paid for holidays unless they work the last scheduled day prior to the holiday and the first scheduled day after the holiday unless such employees are on vacation, or have documented illness or on leave authorized by the ~~First Selectman~~ Town Manager or Department Manager.

**ARTICLE 8
Vacations**

SECTION 8.1 - Employees shall earn paid vacation time for each completed month of service in accordance with the following:

~~0 to 6 years — .83 days per month
 Over 6 and up to and including 10 years — 1.25 days per month
 Over 10 and up to and including 15 years — 1.46 days per month
 Over 15 years to 16 years — 1.66 days per month
 Over 16 years to 17 years — 1.75 days per month
 Over 17 years to 18 years — 1.83 days per month
 Over 18 years to 19 years — 1.92 days per month
 Over 19 years to 20 years — 2.00 days per month
 Over 20 years — 2.08 days per month~~

35-Hour Work Week Employees

Length of Continuous Service	Vacation Leave Accrual per Month	Maximum Accrual on November 1st
0 to 10 years	8.75 hours ≈ 1.25 days	175 hours ≈ 25 days
Over 10 and up to and including 15 years	10.50 hours ≈ 1.46 days	196 hours ≈ 28 days
Over 15 years to 16 years	11.67 hours ≈ 1.66 days	210 hours ≈ 30 days
Over 16 years to 17 years	12.25 hours ≈ 1.75 days	217 hours ≈ 31 days
Over 17 years to 18 years	12.83 hours ≈ 1.83 days	224 hours ≈ 32 days
Over 18 years to 19 years	13.42 hours ≈ 1.92 days	231 hours ≈ 33 days

Over 19 years to 20 years	14.00 hours ≈ 2.00 days	238 hours ≈ 34 days
Over 20 years	14.58 hours ≈ 2.08 days	245 hours ≈ 35 days

40-Hour Work Week Employees

Length of Continuous Service	Vacation Leave Accrual per Month	Maximum Accrual on November 1st
0 to 10 years	10.00 hours ≈ 1.25 days	200 hours ≈ 25 days
Over 10 and up to and including 15 years	12.00 hours ≈ 1.46 days	224 hours ≈ 28 days
Over 15 years to 16 years	13.33 hours ≈ 1.66 days	240 hours ≈ 30 days
Over 16 years to 17 years	14.00 hours ≈ 1.75 days	248 hours ≈ 31 days
Over 17 years to 18 years	14.67 hours ≈ 1.83 days	256 hours ≈ 32 days
Over 18 years to 19 years	15.33 hours ≈ 1.92 days	264 hours ≈ 33 days
Over 19 years to 20 years	16.00 hours ≈ 2.00 days	272 hours ≈ 34 days
Over 20 years	16.67 ≈ 2.08 days	280 hours ≈ 35 days

~~For purposes of vacation, the Town reserves the right to exercise discretion in crediting Employees in Salary Grade A-4 or above (including the First Selectman), with “service” time to include time accumulated in the same or similar positions with other employers, when previous experience is a prerequisite for employment. The First Selectman may recommend exceptions to this policy to the Board of Selectman. The amount of such additional “service” time shall be negotiated with the employee by the Personnel Committee at the time of hiring and noted in personnel records.~~

SECTION 8.2 ~~Employees shall accrue vacation from date of employment, but are not eligible to take vacation time during the first six months.~~begin accruing vacation time during the month of hire if the hire date is prior to or includes the 15th of the month. Employees shall begin accruing vacation time during the month following the month of hire if the hire date is after the 15th of the month. Employees are not eligible to take vacation time during the first six months of employment.

Employees on an approved continuous period of leave of absence in excess of ninety (90) calendar days shall cease to accrue vacation leave after 90 days until they return to duty.

SECTION 8.3 Employees shall be paid for all accrued vacation at time of termination at the employee’s rate of pay at termination.

SECTION 8.4 ~~Under normal circumstances, vacation earned in one fiscal year shall be used by the end of the next fiscal year. However, under extenuating circumstances, the First Selectman may permit the carry-over of up to a maximum of ten (10) days for a period not to exceed six months.~~Eligible employees may accumulate from year to year a maximum of ten (10) earned vacation days in addition to his/her annual earned vacation leave as defined in the tables in Section 8.1. Any employee with a balance of vacation leave in excess of the maximum

accrual amount on November 1st of each year shall forfeit said excess accrual amount. Employees seeking to make a vacation carryover request must do so in writing, have the request signed by their department, and then forward the request to the Town Manager's Office no later than October 15th for review and consideration. Vacation carryovers may be granted for extenuating circumstances that prevented an employee from being able to use their leave during the past year.

~~Upon the implementation of the new accrual system, employees will be credited with all accrued vacation time. Notwithstanding the above section, employees may carry over this time for a period not to exceed twelve months.~~

SECTION 8.5 Break in Service Vacation time is determined by the length of continuous service with the Town. For purposes of computing vacation time, employees who leave the Town service and who are re-employed within one year shall have their service bridged for purposes of vacation accrual.

SECTION 8.6 Advance Vacation No employee may take vacation time beyond the amount earned except in the most unusual of circumstances. Written requests for advance vacation will be approved at the discretion of the ~~First Selectman~~ Town Manager.

SECTION 8.7 Use of Individual Vacation Days Employees are encouraged to take vacation in five day blocks. Vacation may be taken in single or half-day increments if the employee wishes and it is approved by the department manager, but no employee shall be forced to take vacation time in one day increments.

SECTION 8.8 Crediting Vacation Time to Sick Leave In the event an employee's sick leave is exhausted, earned vacation time may be credited to sick leave.

SECTION 8.9 Payment of Salary in Lieu of Vacation No salary shall be paid to an employee in lieu of vacation, since the purpose of a vacation is rest and relaxation.

SECTION 8.10 Holiday Celebrated During Vacation Observed holidays established herein shall not be considered in the computation of vacation credit as a part of the vacation time.

SECTION 8.11 Sickness While on Vacation An employee who becomes ill while on vacation may not charge such illness to sick leave, unless a medical certificate confirms said illness.

SECTION 8.12 Advanced Vacation Pay In order for employees to receive vacation pay in advance, the Personnel Action Form reporting vacations to be taken must be received in the Finance Department at least one week before the day of last payroll distribution before the start of vacation to allow for the drawing of the check.

ARTICLE 9 Insurance and Other Benefits

SECTION 9.1 –Health Insurance Plan Design: The Town offers ~~three~~ **two** health insurance plan options including ~~a preferred provider organization (PPO) option,~~ a health maintenance organization (HMO) option and a high deductible health plan (HDHP) option including a health savings account (HSA). ~~Effective June 30, 2017 the PPO option will no longer be offered.~~ The plan designs for these options shall be posted in Appendix C of this Agreement. The Town will also provide eligible family members coverage for any employee who elects such coverage. The Town reserves the right to change health insurance carriers provided that coverage under new plans is **substantially equivalent** ~~equal~~ **to and not overall less favorable to Employees to the** coverage presently in effect including access to health care providers, and further provided that the Union is notified of the proposed change at least thirty (30) days prior to implementation.

As soon as practicable following implementation of this Agreement, there shall be a one-time special open enrollment period for thirty-one (31) days to give eligible employees the opportunity to consider **both health insurance** plan options ~~and to be held as soon as practicable following implementation of this Agreement.~~

SECTION 9.2 Health Insurance Plan Employee Contributions: Employees shall pay a percentage of their health insurance cost allocation according to the following schedule. The Town shall pay the remaining premium costs each year:

- A. **High Deductible Health Plan (HDHP):** 15% for all employees ~~effective July 15, 2015.~~
- B. **Health Maintenance Organization (HMO):**
 - 1. ~~Employees currently contributing 15% move to 16% upon implementation of this Agreement; and to 17% effective July 1, 2016.~~ Employees currently contributing 17.5% move to ~~17.5% effective July 1, 2018~~ 19% upon ratification, but no later than January 1, 2022, and 20% on July 1, 2022.
 - 2. ~~Employees currently contributing 17% move to 17.5% upon implementation of this Agreement; and to 18% effective July 1, 2016.~~ Employees currently contributing 18.5% move to ~~18.5% effective July 1, 2018~~ 19% upon ratification, but no later than January 1, 2022, and 20% on July 1, 2022.
 - 3. Employees currently contributing 20% will remain at 20%; and all new employees shall contribute 20%.
- C. **Preferred Provider Organization:**
 - 1. ~~Employees currently contributing 15% move to 16.5% upon implementation of this Agreement; and to 18% effective July 1, 2016.~~

~~2. Employees currently contributing 17% move to 18.5% upon implementation of this Agreement; and to 20% effective July 1, 2016.~~

~~3. Employees currently contributing 20% will remain at 20%; and all new employees shall contribute 20%.~~

D. Credit for Declination of Health Care Coverage:

Full-time employees eligible to participate in the Town of Simsbury's health care plans who decline to participate will receive an annual credit of \$2,000 pro-rated and credited on a monthly basis. In the event that an employee experiences a qualifying event and seeks to enroll in the Town's health care plans, and provided that the employee is otherwise eligible to participate in the plans, the credit will be discontinued beginning in the month the enrollment takes place. Employees electing to receive the credit may not participate in the Town's health ~~care program~~ insurance pool through coverage of a spouse or family member. Employees purchasing health insurance through any state health insurance exchange are not eligible to participate in the program. The covered benefits are limited to health benefits only and do not include dental insurance benefits. Payments under this program shall not be retroactive and shall begin upon the effective date of this Agreement.

E. Health Savings Accounts (HSAs): For employees enrolled in the HDHP plan, the Town will fund into the employee's Health Savings Account (HSA) the following amounts towards the annual deductible based on the employee's level of coverage (i.e. 1 person, 2 person/family). Effective July 1, 2022, the Town shall contribute fifty percent (50%) of the \$2,000 or \$4,000 deductible based on the employee's level of coverage. Two equal payments, in aggregate totaling 50% of the deductible, will be made once in July and once in January.

The amount of the Town's contribution towards the deductible for new hires or employees that enroll in the HDHP plan due to a qualifying event or open enrollment will be prorated based upon the month that coverage in the plan begins. For example, if a new hire enrolls in the plan for single coverage on September 1, 2019, they would receive a pro-rated contribution from the Town for the fiscal year as follows: Annual town contribution amount, divided by twelve months, multiplied by ten months in the plan = total pro-rated contribution (($\$1,200/12$)*10) = \$1,000.

F. Management Plans

In an effort to better control costs, the Town will utilize two management programs for both of its insurance plans:

- (1) Pharmacy Management Essential Protection Drug Utilization Management Package
- (2) Health Matters Care Management (from Basic Low) to Preferred Model

SECTION 9.3 Dental Coverage: ~~CIGNA~~ Dental Coverage (~~Group Plan 0320442-03~~) for employees and eligible family members at the premium rates set forth in Section 9.2B above. The Town reserves the right to change dental insurance carriers provided that coverage under the new plan is substantially equivalent to and not overall less favorable to Employees to the coverage presently in effect including access to dental care providers, and further provided that the Union is notified of the proposed change at least thirty (30) days prior to implementation.

SECTION 9.4 Life Insurance: Term life insurance (employee only) in the amount of \$10,000 shall be paid by the Town, and up to twice the annual salary of the employee, provided the employee contributes \$.20 per \$1,000 of coverage.

SECTION 9.5 Long Term Disability Long Term Disability coverage (employee only) ~~after the six month waiting period, benefits equal to sixty percent (60%) salary shall be paid by the Town.~~ is available to full-time employees. Coverage shall be paid by the Town. An employee who meets the definition of disability and provisions of the LTD policy, as determined by the insurance company, may receive up to 60% of their pre-disability earnings (reduced by deductible income) for the duration that the employee remains disabled. As an insured product, benefits are paid by the insurer. A 180 calendar day waiting period beginning from the date of disability applies before benefits may commence.

Employment may terminate as of the date LTD benefits commence. At the sole discretion of the Town Manager, an extended leave of absence may be granted for extenuating circumstances not to exceed 180 calendar days.

Health, dental and vision benefits will terminate at the end of the month following end of employment or an approved extended leave of absence. Employees will be eligible for COBRA upon termination of coverage.

Life Insurance for employees on disability will terminate as of the date of termination or the end of an extended leave of absence.

SECTION 9.6 Retiree Health Insurance:

Employees who are retirement eligible and who retire before age 62, ~~with at least a minimum of ten (10) years of continuous eligible service,~~ or at least a minimum of five year (5) years of continuous services for employees hired before October 1, 2021, have the option of remaining on the Town's group health coverage at their own expense. At age 62, the Town begins providing payment for a retired employee's health coverage provided coverage had not been discontinued, and the retiree has at least a minimum of ten (10) years of continuous service, or at least a minimum of five year (5) years of continuous services for employees hired before October 1, 2021,. ~~Those A retiree who elects to leave the plans may not reenter. If the insurance carrier rejects the continuance of any Simsbury retiree as a member of the group, the Town will not be held liable for continuing in any other manner.~~ Upon reaching age 65, retirees are eligible to elect supplemental insurance coverage. ~~the Town provides supplemental insurance coverage.~~

Those retiring after 1/1/92 will pay 25% of the premium charged to the Town. Retirees pay 100 percent for spouse and dependents' coverage. For retirees enrolled in the HDHP plan, the Town will not make any payment or contribution towards the deductible for that plan.

A Retiree, at his/her own expense, may choose to elect coverage for spouse and dependents in accordance with the plan's rules and regulations. If the retiree dies or otherwise becomes ineligible for coverage, the retiree's spouse and/or dependents shall be granted such continuation rights as COBRA or other state or federal law may provide.

SECTION 9.7 Retired Employees – Dental Retired Town employees have the option to remain on the Town's group dental coverage at their own expense and also pay for continuing dental coverage for spouse and dependents.

SECTION 9.8 Fringe Benefits While On Workers' Compensation or Long Term Disability During an employee's absence under the Town's disability plan or Workers' Compensation, the Town shall continue to pay its portion of the employee's fringe group benefit plans in which the employee participates. It is the employee's responsibility to continue payment for any contributory portion of benefits.

Health insurance will continue as long as the employee is receiving Workers Compensation, as required by law. Health insurance will continue for employees on an approved long term disability leave of absence, as long as the employee remains in an active status with the Town and has not been separated from service, resigned, or retired. Under these circumstances, the Town shall pay its share of the premium for the employee's health insurance; the employee is responsible for his or her cost share of their health insurance premium. Failure by the employee to pay the employee share of the cost of health insurance shall result in a disruption of health benefits subject to the rights of the employee to continue such coverage pursuant to COBRA.

SECTION 9.9 COBRA: Federal law requires that employers sponsoring group health insurance plans offer employees and their families the opportunity for continuation coverage at group rates in certain instances where coverage would otherwise end. An employee who loses medical or dental coverage as a result of reduction in hours or termination of employment (other than gross misconduct) may receive continued coverage at their own expense for 18 months; the maximum coverage period is 36 months for any other qualifying event.

SECTION 9.10 Other Post Employment Benefits ("OPEB") Trust:

A. Pension-eligible employees ~~hired on or after July 1, 2013~~ shall contribute two percent (2.00%) of annual base salary each year to the OPEB Trust. Employees shall contribute to the OPEB Trust for a period of 10 years, ~~commencing on their date of hire, to the Town's OPEB Trust. It is the intent of the parties that all successor agreements shall include this contribution provision in order to reflect the 10-year contribution requirement for new hires after July 1, 2013.~~

~~B. Commencing on July 1, 2013, Employees hired on or before June 30, 2013 shall contribute the following percentages of annual base salary to the OPEB Trust according to the following schedule:~~

- ~~1. Effective July 1, 2013, one half percent (0.50%);~~
- ~~2. Effective July 1, 2014, one percent (1%);~~
- ~~3. Effective July 1, 2015, one and a half percent (1.5%);~~
- ~~4. Effective July 1, 2016 and thereafter, two percent (2%);~~
- ~~5. Employee contributions shall cease effective July 1, 2023.~~

~~BC.~~ Employees hired before October 1, 2021 with less than five (5) years of pension eligible service are not entitled to any retiree health benefit, and is entitled to a one-hundred percent (100%) refund of the employee's OPEB contributions upon separation from employment with the Town. An employee with five (5) years or more of pension eligible service with the Town is entitled to a one hundred percent (100%) refund of the employee's actual contribution only if the employee (1) does not elect retiree health coverage; or (2) is not entitled to retiree health coverage for any other reason.

Employees hired after October 1, 2021 with less than ~~five (5)~~ ten (10) years of pension eligible service is not entitled to any retiree health benefit, and is entitled to a one-hundred percent (100%) refund of the employee's OPEB contributions upon separation from employment with the Town. An employee with ~~five (5)~~ ten (10) years or more of pension eligible service with the Town is entitled to a one hundred percent (100%) refund of the employee's actual contribution only if the employee (1) does not elect retiree health coverage; or (2) is not entitled to retiree health coverage for any other reason.

D. Once the OPEB Trust is fully funded (as defined by the Town's actuaries), the parties agree to negotiate a potential modification of the OPEB contributions.

SECTION 9.11 Pension Plan

A. ~~All~~E**mployees in the bargaining unit who are hired by the Town of Simsbury on or before June 30, 2013** and who meet the eligibility requirements of the plan are covered by the Town's Pension Plan: Town of Simsbury - General Government Employees Retirement Income Plan Number (IN 15526B) which was in effect on July 3, 1992 (as amended).

~~B. For employees hired before July 1, 2013, Effective July 1, 2013 employee contributions to the Town's Pension Plan shall be increased from two percent (2.00%) to five percent (5.00%) according to the following schedule:~~

- ~~1. Effective July 1, 2013, employees shall contribute two and one half percent (2.50%) of their compensation into the pension plan.~~

~~2. — Effective July 1, 2014, employees shall contribute three percent (3.00%).~~

~~3. — Effective and retroactive each July 1 thereafter, employees shall contribute an additional one half percent (0.50%) of their compensation to the pension plan until the Employee contribution reaches five percent (5.00%) of their compensation.~~

2. — Upon ratification, but not later than January 1, 2022, employees shall contribute six percent (6%) of their compensation to the pension plan.

Effective July 1, 2022, employees shall contribute seven percent (7%) of their compensation to the pension plan.

C. **Employees hired on or after July 1, 2013 and before January 1, 2016** shall have the following retirement benefit options:

1. **Participation in General Government Defined Benefit Plan:** The employee may participate in the Plan provided the employee contributes seven percent (7%) of compensation as defined by the plan. All other provisions of the plan as stated in the plan documents apply.

2. **Participation in Defined Contribution Plan:** Alternatively, the employee may elect to participate in the defined contribution plan. ~~The Employer shall contribute six percent (6.00%) of the employee's salary to the plan at no cost to the employee.~~ Beginning July 1, 2022 such employees shall contribute five percent (5%) of their base wages into the Defined Contribution Plan. The Town shall contribute six percent (6%) of the employee's base wages to the Defined Contribution Plan on the employee's behalf. The Employee may elect to contribute up to seven (7%) of his/her base wages. If an employee elects to do so, the Town shall match the employee's additional contribution up to a total of seven (7%) percent. Employees have the option of contributing additional amounts into the Town's 457 Plan up to the maximum amount allowable law.

~~Employees have the option of contributing up to the maximum amount allowable by law.~~

There shall be a rolling 5 year vesting period for employer contributions, provided that all employer contributions shall vest upon the completion of the fifth year and thereafter. Employees electing the defined contribution plan may not elect to participate in the defined benefit plan at a later date.

3. Employees covered by this provision 9.12(C) shall have the option to convert their plans to the plan options available to employees hired on or after January 1, 2016 as described below.

D. **Employees hired on or after January 1, 2016** shall have the following retirement benefit options:

1. Participation in General Government Defined Benefit Plan: the employee may participate in the plan provided the employee contributes ten percent (10%) of compensation as defined by the plan. All other provisions of the plan as stated in the plan documents apply.
2. Participation in Defined Contribution Plan: Alternatively, the employee may elect to participate in the defined contribution plan. **subject to the following terms:**

Employee Contribution	Employee Contribution	Total Contributions
2% (mandatory)	2%	4%
4% total	7% total	11%
Additional as permitted by law and regulation	No contributions beyond 7% total	

Beginning July 1, 2022, such employees are required to contribute five percent (5%) of base wages into the Defined Contribution plan. The Town shall make a contribution of seven percent (7%) of the employee's base wages. Employees have the option of contributing additional amounts into the Town's 457 Plan up to the maximum amount allowable law.

E. Employees hired after November 1, 2021 shall have the following retirement benefit options:

1. Participation in General Government Defined Benefit Plan: the employee may participate in the plan provided the employee contributes ten percent (10%) of compensation as defined by the plan. All other provisions of the plan as stated in the plan documents apply.
2. Participation in Defined Contribution Plan: Alternatively, the employee may elect to participate in the defined contribution plan. Beginning July 1, 2022 such employees shall contribute five percent (5%) of their base wages into the Defined Contribution Plan. The Town shall contribute five percent of the employee's base wages to the Defined Contribution Plan on

the employee's behalf. The Employee may elect to contribute an additional two (2%) percent (for a total of up to seven (7%) of his/her base wages). If an employee elects to do so, the Town shall match the employee's additional contribution up to an additional two (2%) percent, for up to a possible total of seven (7%) percent. Employees have the option of contributing additional amounts into the Town's 457 Plan up to the maximum amount allowable law.

- G. There shall be a rolling 5 year vesting period for employer contributions to the Defined Contribution Plan, provided that all employer contributions shall vest upon the completion of the fifth year and thereafter. Employees electing the defined contribution plan may not elect to participate in the defined benefit plan at a later date.
- H. As soon as reasonably possible after ratification, employee contribution toward the Defined Benefit Plan shall be made on a pre-tax basis.
- I. Any employee who retires from Town service, and who utilizes any or all of the 2009-2010 contract year for the purpose of calculating his or her final average earnings, shall be entitled to include an imputed wage increase of three percent (3%) in calculating his or her final average earnings notwithstanding the provision of Article 4 section 1.B.4 subject to applicable limitations imposed by the Internal Revenue Code.
- J. Employees and the Union shall have the right to inspect and obtain copies of Plan documents.
- K. Employees will receive a summary plan description 90 days after they begin work, and at least once every four years. Employees will be notified of any substantial Plan changes within 30 days after the effective date of such change.
- L. Each year employees will receive a current annual retirement statement with personalized information.

SECTION 9.12 Deferred Compensation All employees are eligible to participate in the Deferred Compensation Plan in accordance with applicable federal and state laws.

SECTION 9.13 Employee Assistance Program Employees may participate in the Employee Assistance Program. Participation is voluntary and confidential. The Town will fund the cost of the program. Nothing contained herein shall prohibit the Town from changing EAP providers.

SECTION 9.14 Health Incentive Program

- A. The Town will introduce an optional wellness program designed to help employees better manage their own health. Employees who choose to participate in the program will receive:

1. A one-time financial incentive payment of \$100 for participating in the wellness program. Participation in the program shall include participation in an onsite confidential health evaluation conducted by the wellness provider (to include provision, by the employee, of a medical history and participation in a blood pressure reading and a blood draw as determined by the wellness provider); and
2. In the second year of the program and all subsequent years covered by this agreement, for those employees who maintain participation in the wellness program and meet the employee-specific health goals established by the wellness program provider, a health care premium rate 2% lower than the applicable premium rate set forth in Section 9.2 of this agreement.

B. The Town shall not be provided with any employee-specific health, medical or genetic information by the wellness provider. Both the Town and the wellness provider shall comply with all federal and state laws, including but not limited to ADA, GINA, and HIPAA, prohibiting the unauthorized disclosure of employee medical and genetic information. The wellness provider shall be permitted to provide the Town with aggregate data designed to help the Town identify the health needs of the workforce, the need for specific health improvement programs and the measurable return the program offers to the Town and its employees.

C. Implementation of the proposal is contingent upon participation by a sufficiently large number of Town Employees.

~~SECTION 9.15 Health Insurance Issues Study Committee~~

~~The parties shall establish a Health Insurance Issues Study Committee, composed of two (2) members from each bargaining unit and three (3) members of Town management. The charge of the Committee shall be to study current developments in the laws and regulations governing employer provided health insurance plans, alternative delivery models (e.g., private exchanges, public exchanges) and plan options as may be permitted by law, and the implications of the Affordable Care Act, including the "Cadillac" tax for the Town and the membership of the bargaining units. The goal of the Committee includes identification of a mutually acceptable strategy to mitigate the financial impact of the "Cadillac" tax on the Town and its employees. The provisions of this agreement related to medical insurance shall be subject to renegotiation with an effective date for any changes of July 1, 2017. The Committee shall commence its work upon the ratification of this agreement and shall conclude its work in time for the re-opener.~~

ARTICLE 10 Separations

SECTION 10.1 Resignation - An employee in good standing desirous of leaving the Town shall provide a written resignation two (2) weeks before the effective date. Failure to comply with the notice requirement may be cause for denying future employment with the

Town. The ~~First Selectman~~ Town Manager may permit a shorter period of notice because of extenuating circumstances. An employee who is leaving will be offered an interview with scheduled with his department head or First Selectman the Town Manager, or his/her designee, for an exit interview to cover pension benefits, any vacation accrued, continuance of health insurance benefits, reasons for leaving, etc. within two (2) weeks of the submission of the resignation notice.

Employees are normally expected to provide written notice to the Office of ~~First Selectman~~ Town Manager of their intention to leave the Town's employment two weeks in advance of their last day of work. This two weeks written notice shall be considered a "working" notice period. It is expected that an employee will be at work during the period of notice.

If, after requesting and being granted vacation leave, a floating holiday, compensatory time, and/or earned days, an employee gives the notice described above and seeks to utilize any of the various types of leave specified above during the "working" notice period, the Town will have the right to reconsider the granting of the leave request, including the withdrawal of a previously approved leave. The Town will have two business days from the Office of ~~First Selectman~~ Town Manager's receipt of the notice described above to reconsider such a leave request.

While the Town has the right to withdraw its approval of leave, there shall be no loss of accrued benefit based upon the Town's subsequent denial of a previously granted request. To the extent the collective bargaining agreement provides for that accrued benefits are to be paid upon termination of employment, the benefits will be paid at the rate in effect on the last day of the notice period.

Following the receipt of the written notice described above, employees' requests for vacation leave, floating holiday, compensatory time and earned days shall be considered by the Town. The Town will have ~~two~~ five business days from the Office of ~~First Selectman~~ Town Manager's receipt of the employee's request to render a decision.

SECTION 10.2 Layoff

- A. **Definition** A layoff is defined as the involuntary, non-disciplinary separation of an employee from Town service.
- B. **Order of Layoff** No full-time employee in a position selected for layoff shall be laid off if the Town retains a part-time, seasonal, temporary, contractual, or probationary employee in the position. If there is more than one employee in the position selected for layoff, layoff shall take place in inverse order of seniority.
- C. ~~**Job Security** No bargaining unit employee shall be laid off or have his or her hours reduced through June 30, 2010~~
- ~~D.~~ **Bumping** A full-time employee subject to layoff may displace a less senior

employee in a lower classified bargaining unit position provided he/she is qualified to perform the work. A full-time employee subject to lay-off may displace a part-time, seasonal, temporary, contractual, or probationary employee in a lower classified bargaining unit position provided he/she is qualified to perform the work.

ED. **Seniority** Layoff for two years or less shall not constitute a break in service nor shall it result in a loss of seniority, provided however that no additional seniority shall be accrued during layoff.

EE. **Notice of Layoff** The Town will make every effort to give at least thirty days prior notice of layoff, except in cases of emergency. It is agreed that in any event the Town will give fourteen days prior notice of layoff, or, in lieu thereof, two weeks pay.

EG. **Re-employment List** Recall shall be in inverse order of layoff provided the employee is qualified to perform the work. An employee shall remain on the recall list for a period of two years. Notice of recall to the same or substantially similar position shall be made by certified mail to the employee's address of record, it being agreed that the employee must keep the Town informed of address changes. Failure to respond to such notice within the earlier of three working days of receipt of notice or fifteen days after mailing shall constitute a refusal of recall and seniority will be broken as of the date of such refusal. Failure to return to work within the earlier of two weeks after receipt of notice or eighteen days after mailing of such notice shall also constitute refusal of recall and seniority will be broken as of the date of such refusal. No new employee shall be hired into a bargaining unit position until laid off employees eligible for recall and qualified for the position have been offered reemployment.

EG. **Fractionating Bargaining Unit Positions** During the life this agreement, no full-time bargaining unit position shall be fractionated in such manner as to diminish the number of full-time positions for the purposes of reducing employee's wages and benefits.

EH. **Reduction in Hours** If a full-time employee has his/her hours reduced, this reduction shall be considered a layoff for the purposes of this Article.

SECTION 10.3 Death All compensation due in accordance with Section 8.3 is paid to the estate of the employee, except for such sums as by law may be paid to the surviving spouse.

SECTION 10.4 Conditions of Separation - At the time of separation and prior to final payment, all records, assets, or other items of Town property in the employee's custody are transferred to his/her department head. Any amount due because of a shortage in the above will be collected through appropriate action.

SECTION 10.5 Payment of Earned Compensation and Leave Upon Separation
Employees who leave the Town service shall receive payment for all earned vacation leave.

ARTICLE 11
Disciplinary Action

SECTION 11.1 Disciplinary Action - No employee shall be disciplined except for just cause. Ordinarily, disciplinary action for employees is a four-stage process, except in the case of a serious offense. The **First Selectman Town Manager** may depart from the following order or omit steps where warranted by the nature of the offense. The four stages are as follows:

A. Oral Reprimand - This is a verbal warning for poor job performance or other problem. The supervisor will outline the specific problem and areas that need to change, may set goals and time frame for performance improvements, if appropriate, and will inform the employee of future disciplinary action in case of continued poor performance or problems. Oral reprimands are documented by the supervisor and placed in the employee's personnel file with a copy to the employee.

B. Formal Reprimand - The supervisor gives the employee a formal reprimand in writing and places it in the individual's personnel file. The written reprimand shall include the date(s) and description of the incidents and statement of further disciplinary action should the situation not improve, and shall be signed by the employee or other witness, with a copy given to the employee.

C. Suspension The supervisor may remove the employee from his job and suspend him/her with or without pay with the signed approval of the Department Head and **First Selectman Town Manager** for a period not to exceed thirty (30) days. A written memorandum will outline the circumstances leading to the suspension and set goals for improvement, if appropriate. It is reviewed with and signed by the employee and permanently placed in the employee's Personnel File and a copy sent to the Union President within one day of issuance.

D. Dismissal or Demotion If previous discipline has not resulted in the required improvement, or when the misconduct is serious enough to warrant this action, the **First Selectman Town Manager** or Board of Selectmen when appropriate, may dismiss or demote the employee. The basis for dismissal or demotion is summarized in a letter of dismissal or demotion of the employee and a copy of the letter sent to the Union President within one day of issuance.

SECTION 11.2 Prior to a suspension without pay or dismissal or demotion, an employee shall be given the opportunity to attend a pre-disciplinary hearing before the **First Selectman Town Manager**, or his/her designee, which shall be informal, at which time the employee shall have the opportunity to present his/her position.

ARTICLE 12
Grievance and Arbitration Procedures

SECTION 12.1 Definition A grievance is defined to be a dispute or disagreement arising out of any of the following:

- A. Discharge, involuntary demotion, suspension or other forms of disciplinary action.
- B. Prohibited discrimination.
- C. Interpretation or application of specific rules, regulations, or policies of the Town.
- D. Interpretation or application of a specific provision of this Agreement.
- E. Job Specification. An employee may grieve that the duties assigned are not normally or reasonably expected to be performed in accordance with the overall job specifications.

SECTION 12.2 Time Limits

A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step is considered as a maximum. The time limit specified may, however, be waived by mutual agreement. This agreement shall be confirmed in writing.

B. If an employee does not file a written grievance at step one of the formal procedure within fifteen (15) working days after the employee knew or can reasonably be expected to have known of the act or condition on which the grievance is based, then the grievance is considered waived.

C. Failure of the aggrieved at any step to appeal a grievance to the next step within the specified time limits is deemed to be acceptance of the last decision rendered.

D. Failure of the Town to render a decision within a specified time limit is deemed to be denial of the grievance submitted, and the aggrieved may proceed to the next step within the time limit which would apply if a written denial had been rendered on the day on which the time period for response expired.

SECTION 12.3 Procedure

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

B. Steps

1. The aggrieved employee shall first notify his/her immediate supervisor and his/her Union representative in writing of the nature and facts of the grievance within fifteen (15) working days after its occurrence. The

immediate supervisor shall meet and discuss the grievance with the employee and the Union representative and notify the employee and the Union of his/her decision in writing within ~~six (6)~~ten (10) working days after the employee notification.

2. If a satisfactory solution is not reached under Step 1 above, the employee or the Union shall submit the nature and facts of his/her grievance in writing to the Department Head within ~~five (5)~~ten (10) working days of receipt or due date of the decision rendered at Step 1 above. After the Department Head receives such grievance, he/she shall meet as soon as practical and discuss the matter with the concerned parties and shall notify the employee and the Union of the decision in writing within ~~six (6)~~ten (10) working days of the receipt of the grievance. If the employee's immediate supervisor is the Department Head, he or she proceeds to Step 3.
3. Grievances not settled at the Department Head level, or for which a reply is not given in the specified time, shall be submitted in writing to the ~~First Selectman~~ Town Manager within ~~five (5)~~ten (10) working days of receipt or due date of the decision rendered at Step 2 above. Within ten (10) working days after receipt of the grievance, ~~the First Selectman~~ Town Manager shall meet with the employee and/or the Union, and such other persons as the ~~First Selectman~~ Town Manager deems necessary for the discussion and settlement of the grievance. The ~~First Selectman~~ Town Manager shall render a written resolution of the grievance within ten (10) working days of such meeting ~~its receipt~~.

SECTION 12.4 Arbitration If the Union is not satisfied with the decision of the Personnel Subcommittee, it may appeal the decision to arbitration. Such submission to arbitration shall be made no later than ten (10) working days after receipt or due date of the decision at Step 4, with a simultaneous copy of the submission to the other party. The cost of the arbitration shall be born equally by the parties and both parties shall be bound by the decision of the arbitrators, provided however, that the arbitrators may not add to, delete from, or modify in any way the provisions of this Agreement.

In grievances regarding discharge, or for which the Town has a substantial, ongoing, potential financial, liability (in excess of \$5,000), grievances shall be submitted to the American Arbitration Association in accordance with its rules and regulations. Underlying discipline which is part of the basis for a discharge and for which grievances are pending before the Connecticut State Board of Mediation and Arbitration shall be refiled with the American Arbitration Association.

All other grievances shall be submitted to the Connecticut State Board of Mediation and Arbitration in accordance with its rules and regulations.

SECTION 12.5 All grievances initiated by employees regarding decisions or actions made by the **First-Selectman Town Manager** shall be filed at Step 3 of the grievance procedure. Said grievance shall be filed within fifteen (15) working days after the employee knew or can reasonably be expected to have known of the act or condition on which the grievance is based, if not, the grievance is considered waived.

SECTION 12.6 Grievances regarding the dismissal of employees whose appointment and removal is subject to the recommendation of the **First-Selectman Town Manager** and approval of the Board of Selectman shall be filed at Step 4 of the grievance procedure. Said grievance shall be filed within fifteen (15) working days after the employee knew or can reasonably be expected to have known of the act or condition on which the grievance is based, if not, the grievance is considered waived.

SECTION 12.7 The grievance procedure shall occur during working hours, except for the Personnel Subcommittee, and Union representatives representing employees and/or the Union shall be compensated at their regular salary rate for their attendance during working hours.

ARTICLE 13 Status Changes

SECTION 13.1 Transfers - Employees may be transferred under the following circumstances:

- A. On a voluntary basis to fill a vacant position under Section 2.7 and 2.8.
- B. If there are no volunteers in A above, the Town may transfer the least senior qualified employee.
- C. In lieu of layoff, an employee may transfer to a vacant position which he or she is qualified to fill if the town is accepting applications for the position.

SECTION 13.2 Other Status Changes The Town will use its best efforts to find alternate work for an employee temporarily disabled or who suffers an injury that does not allow him/her to perform usual work. Nothing contained herein shall be construed to require the Town to “make work.”

ARTICLE 14 Management Rights

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, the rights, powers and authority to manage the operations of the Town, whether exercised or not, shall remain solely and exclusively vested by the Town. It shall have the sole and unquestioned right, responsibility and prerogative of management of

the affairs of the Town and the direction of the working forces, including but not limited to the following:

- A. To determine the organization and standards of each department or division and to manage such operations;
- B. To determine the methods and levels of care, maintenance and operation of equipment used for and on behalf of the purposes of the Town;
- C. To establish or continue policies, practices and procedures for the conduct of Town business, including personnel policies, and from time to time, to change or abolish such policies, practices and procedures;
- D. To establish, modify, or discontinue processes or operations or to establish or discontinue their performance by Town employees;
- E. To establish new or improved methods, procedures, practices, technologies or facilities which the Town may deem to be in its best interest and/or advisable for efficiency of operations and to modify any job description to accommodate such new or improved methods, procedures, practices, technologies or facilities;
- F. To determine the standards of selection for employment, and to determine the number and types of employees required or desired to perform the Town's operations;
- G. To employ, direct, schedule, assign, appoint, discipline, dismiss, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work, lack of funds or other legitimate reason in the best interest of the Town or any subdivision thereof
- H. To establish, amend, abolish and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with Town requirements;
- I. To determine the content of job classifications and/or positions and to ensure that incidental duties connected with Town operations, whether enumerated in a job description or not, shall be performed by employees;
- J. To fulfill all of the Town's legal responsibilities.
- K. To establish contracts or subcontracts for municipal operations and services, upcoming including work currently or customarily performed by members of any bargaining unit if comparable work can otherwise be done more economically, efficaciously, efficiently, or expeditiously.

The Town shall not exercise its rights in an arbitrary, discriminatory or capricious manner. When practicable, the Town shall give the Association prior notice of change to policies, practices, procedures and changes to job descriptions. When required by law, the Town shall negotiation with the Association regarding the impact of changes in policies, practices, procedures, and job descriptions that have substantial effect upon the terms and conditions of employment of bargaining unit members.

ARTICLE 15

Union Security

SECTION 15.1 During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union. ~~Any employee who, within thirty (30) days after initial employment in the bargaining unit covered by this Agreement fails to become a member of the union or any employee whose Union membership is terminated for any reason or any employee who resigns from Union membership shall be required to pay an agency service fee under Section Two.~~

SECTION 15.2 Union dues shall be deducted by the Employer from the paycheck of each employee ~~who joins the Union. who signs and remits to the Employer an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.~~ The Union shall serve as the custodian of the union authorization records, which may take the form of a signed form, an electronically signed form, or a recorded voice authorization. Upon membership changes, the Union shall provide the Town with a list of union members for the purpose of deducting dues. In the event an employee disputes his/her membership status, the Town may require proof of membership authorization. ~~The Employer shall deduct the agency service fee from the paycheck of each employee who is required to pay such fee as a condition of employment, provided, however, no such payment shall be required of an employee who objects to payments of such fee based on the tenet of a bona fide religious sect. Employees objecting on religious grounds shall make a monthly contribution to an I.R.S. recognized charity, designated by mutual agreement of the Employer and Union, equivalent to union dues.~~

SECTION 15.3 The amount of dues ~~or agency service fee~~ deducted under this Article, together with a list of employees, shall be remitted to CSEA, Service Employees International Union Local 2001 within a week after the payroll period in which such deduction is made together with a list of employees for whom any such deduction is made or unless agreed to otherwise. Dues ~~or agency service fee~~ shall be deducted on a weekly basis.

SECTION 15.4 The Union shall indemnify the Employer for any liability or damages incurred by the Employer in compliance with this Article.

ARTICLE 16 Nondiscrimination

~~The parties herein agree that neither shall discriminate against any employee on the basis of race, color, religious creed, sex, age, national origin, marital status, lawful political activity, ancestry, sexual orientation, present or past history of mental disorder, mental retardation, learning disability or physical disability, including but not limited to blindness, except for bona fide occupational qualifications.~~

The Parties herein agree that neither shall discriminate against any employee, except on the basis of bona fide occupational qualifications.

The Parties herein agree that neither shall discriminate against any employee on the basis of race, color, national origin, creed, religion, sex, age, marital status, sexual orientation, genetic makeup, gender identity or expression, military service and veteran's status, disability, political affiliations, union membership, or any other protected class. Any employee who files a grievance alleging breach of this provision may pursue that grievance through Step 3 or through the administrative processes provided under state or federal law, but may not pursue the same claim in multiple forums. An employee, however, shall not be precluded from seeking a remedy in multiple forums based upon the same nucleus of operative facts provided that the elements of the claim are different

The Parties herein agree that neither shall retaliate against any employee who, acting in good faith, reports alleged violations of this Article or who participates in internal or external investigations related to alleged violations of this Article 16.

ARTICLE 17 Reimbursement for Courses

SECTION 17.1 Tuition Reimbursement

The following are conditions to reimbursement by the Town for any course or training program:

- A. Request in writing to the ~~department head~~ Town Manager's Office stating the name of the course and cost, including the cost of required study materials.
- ~~B. Prior approval by the Department Head, if applicable, and First Selectman Town Manager.~~
- C. No more than two courses per year, unless the course or training is required by the Town. Reimbursement for a course shall be limited to the cost of a course charged for an in-state student at UCONN.
- D. Course must be work-related or considered an asset to the job function.

- E. Course must be successfully completed for reimbursement, a 'C' level grade or above or certificate to prove completion.
- F. ~~Reimbursement will be at the rate of 100%.~~

SECTION 17.2 Individualized Professional Development Plans In conjunction with the annual Performance Review process, each employee will be encouraged to develop an individualized Professional Development Plan.

ARTICLE 18 Mileage Reimbursement

If the Town does not provide a vehicle required for use in the performance of a Town duty or function, an employee shall be reimbursed at the IRS rate for use of his/her personal vehicle ~~and in accordance with Town procedure as may be amended from time to time.~~

ARTICLE 19 Applicability

SECTION 19.1 Personnel Rules and Regulations The Personnel Rules and Regulations, including Exhibits A-F, adopted by the Board of Selectmen September 14, 2009, shall remain in full force and effect unless superseded by a specific provision of this Agreement.

SECTION 19.2 Contract Negotiations Two members of the Union's negotiating committee shall be released with full pay to attend negotiating sessions held during working hours provided that nothing contained herein shall be construed to require negotiations to take place during regular work hours.

ARTICLE 20 Miscellaneous

SECTION 20.1 Orientation and Training The Union will provide each new employee with a copy of the collective bargaining agreement then in force.

SECTION 20.2 Bulletin Boards The Town will provide bulletin board space for union notice in each work location.

SECTION 20.3 Uniforms The Town shall continue to furnish or provide, at no cost to the employee, all uniforms and safety shoes at the current level. Effective July 1, 1997, all eligible employees will receive one (1) pair of steel-toed shoes up to \$130 per year furnished by the Town.

SECTION 20.4 Vehicles The Highway Superintendent and the Facilities Supervisor shall have use of a town-owned vehicle to commute back and forth from work to home. Town-owned vehicles shall not be used for personal use.

ARTICLE 21
Health and Safety

SECTION 21.1 Health and Safety The Town shall endeavor to provide a safe and healthy work environment. The Union agrees to bring to the attention of the Town any conditions within the working environment which it perceives to be unsuitable and any safety recommendations regarding specific safety and health matters by submitting those issues to the joint Union/Management safety committee which shall be established and operate pursuant to Conn. Gen. Stat. §31-40v, as amended from time to time. The Union may also process health and safety issues through the contractual grievance procedure but may not submit such issues to arbitration.

In the event a Joint Union/Management Safety Committee is established on a Town wide basis, then this bargaining unit shall be entitled to send representatives, appointed by the Union, to said Committee on a proportional basis, but in no event less than one such representative.

ARTICLE 22
Duration

SECTION 22.1 Except where an effective date is otherwise specified, this Agreement shall become effective upon the implementation date set forth in the Statute.

SECTION 22.2 This Agreement shall remain in full force and effect until June 30, 2019, except with respect to the following:

- A. Article 9, Section 9.10, Other Post Employment Benefits (“OPEB”) Trust, will remain in full force and effect until June 30, 2023; and it is the parties’ intent in accordance with Section 9.10(a) to extend beyond this date for all employees hired after July 1, 2013.
- B. Article 9, Section 9.11.B., Pension Plans, will remain in full force and effect until June 30, 2019.

Town of Simsbury

Simsbury Administrative & Professional
Supervisors Town Employee’s Association,
CSEA/SEIU AFL-CIO, LOCAL 2001

~~Lisa L. Heavner~~ Maria E. Capriola
~~First Selectman~~ Town Manager

~~Micheline Lecours-Beek~~ Rachel Gravel
Co-President

~~Orlando Casiano~~ Tony Piazza
Co-President

~~Michael Coogan~~ Frank Pizarro
Union Representative

Date: _____

Date: _____

APPENDIX A Position Schedule

ADMINISTRATIVE, PROFESSIONAL & SUPERVISORS POSITION SCHEDULE	
Grade	Job Title
A5	Head of Children’s Services – Exempt/40 Hours/Week Head of Adult Services – Exempt/40 Hours/Week Head of Borrowing and Technical Services – Exempt/40 Hours/Week
A6	Superintendent of Parks – Exempt/40 Hours/Week Accounting Manager – Exempt/40 Hours/Week
A7	Assistant Finance Director
A8	Director of Social Services – Exempt/40 Hours/Week Deputy Finance Director/Deputy Treasurer – Exempt/40 Hours/Week
A10	Data Processing Information Technology Manager – Exempt/40 Hours/Week WPCA Superintendent – Exempt/40 Hours/Week

[The following individuals have expressed an interested in transferring from the A&P bargaining unit to the Supervisors Unit:](#)

- [1. Town Clerk](#)
- [2. Highway Superintendent](#)
- [3. Building Official](#)
- [4. Assessor](#)
- [5. Golf Course Superintendent](#)
- [6. Facilities Supervisor](#)

APPENDIX B
Pay Plans

CSEA: SUPERVISORS - WAGE TABLES FY20-FY23

EFFECTIVE JULY 1, 2019 (2.25% GWI)

Grades	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
5	75,638	76,395	77,159	77,931	78,709	79,497	80,292	81,094	81,906	82,725	83,551	84,387	85,231	86,084	86,944	87,814	88,693	89,579	90,475	91,379	92,293	93,217
6	80,747	81,554	82,370	83,193	84,026	84,865	85,714	86,572	87,438	88,312	89,195	90,087	90,988	91,897	92,817	93,744	94,682	95,628	96,585	97,551	98,526	99,512
7	85,414	86,268	87,131	88,002	88,882	89,771	90,669	91,576	92,491	93,416	94,350	95,294	96,247	97,210	98,181	99,164	100,154	101,156	102,168	103,189	104,222	105,263
8	90,356	91,260	92,172	93,094	94,025	94,965	95,915	96,873	97,843	98,821	99,810	100,808	101,815	102,834	103,862	104,901	105,950	107,010	108,080	109,160	110,252	111,355
9	95,262	96,215	97,176	98,149	99,130	100,121	101,123	102,133	103,155	104,187	105,229	106,281	107,343	108,417	109,501	110,596	111,703	112,820	113,948	115,088	116,238	117,401
10	100,903	101,911	102,931	103,960	105,000	106,050	107,110	108,182	109,264	110,355	111,459	112,574	113,700	114,837	115,985	117,146	118,316	119,499	120,694	121,901	123,120	124,351

EFFECTIVE JULY 1, 2020 (2.35% GWI)

Grades	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
5	77,416	78,190	78,972	79,762	80,559	81,365	82,179	83,000	83,831	84,669	85,515	86,370	87,234	88,107	88,987	89,877	90,777	91,684	92,601	93,527	94,462	95,407
6	82,645	83,471	84,305	85,149	86,000	86,860	87,729	88,606	89,492	90,387	91,291	92,204	93,126	94,056	94,998	95,947	96,907	97,875	98,855	99,843	100,841	101,851
7	87,421	88,295	89,179	90,070	90,971	91,881	92,800	93,728	94,665	95,611	96,568	97,534	98,508	99,494	100,489	101,494	102,508	103,533	104,569	105,614	106,671	107,737
8	92,479	93,405	94,338	95,282	96,234	97,197	98,169	99,150	100,142	101,144	102,155	103,177	104,208	105,250	106,303	107,366	108,440	109,524	110,619	111,726	112,843	113,971
9	97,500	98,476	99,460	100,455	101,460	102,474	103,499	104,533	105,579	106,635	107,702	108,779	109,866	110,965	112,074	113,195	114,328	115,471	116,626	117,792	118,970	120,159
10	103,274	104,306	105,350	106,403	107,468	108,542	109,627	110,724	111,831	112,949	114,078	115,219	116,372	117,536	118,711	119,898	121,097	122,308	123,531	124,766	126,014	127,274

EFFECTIVE JULY 1, 2021 (2.35% GWI)

Grades	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
5	79,235	80,028	80,828	81,637	82,452	83,277	84,110	84,950	85,801	86,659	87,524	88,400	89,284	90,178	91,078	91,989	92,910	93,839	94,777	95,724	96,682	97,649
6	84,587	85,432	86,286	87,150	88,021	88,901	89,790	90,688	91,595	92,511	93,436	94,371	95,314	96,267	97,230	98,202	99,184	100,175	101,178	102,190	103,211	104,244
7	89,476	90,370	91,275	92,187	93,109	94,040	94,981	95,931	96,889	97,858	98,837	99,826	100,823	101,832	102,850	103,879	104,917	105,966	107,027	108,096	109,178	110,269
8	94,653	95,600	96,555	97,521	98,496	99,481	100,476	101,480	102,495	103,521	104,556	105,601	106,657	107,724	108,801	109,889	110,988	112,098	113,219	114,351	115,495	116,650
9	99,792	100,791	101,797	102,816	103,844	104,882	105,931	106,990	108,060	109,141	110,233	111,335	112,448	113,573	114,708	115,855	117,015	118,185	119,366	120,560	121,766	122,983
10	105,701	106,758	107,826	108,904	109,993	111,093	112,204	113,326	114,459	115,603	116,759	117,927	119,107	120,298	121,501	122,716	123,943	125,182	126,434	127,698	128,975	130,264

EFFECTIVE JULY 1, 2022 (2.25% GWI)

Grades	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
5	81,018	81,828	82,646	83,474	84,307	85,151	86,003	86,862	87,731	88,609	89,494	90,389	91,293	92,207	93,128	94,059	95,001	95,950	96,910	97,878	98,857	99,846
6	86,490	87,354	88,228	89,110	90,002	90,901	91,810	92,729	93,656	94,593	95,538	96,494	97,459	98,433	99,418	100,411	101,416	102,429	103,455	104,489	105,533	106,589
7	91,489	92,403	93,328	94,261	95,204	96,156	97,118	98,089	99,069	100,060	101,061	102,072	103,092	104,124	105,164	106,216	107,278	108,351	109,435	110,528	111,635	112,750
8	96,782	97,751	98,727	99,715	100,712	101,719	102,737	103,763	104,801	105,850	106,909	107,977	109,057	110,148	111,249	112,361	113,486	114,620	115,766	116,924	118,093	119,274
9	102,037	103,058	104,088	105,129	106,180	107,242	108,315	109,397	110,491	111,597	112,713	113,840	114,978	116,128	117,289	118,462	119,647	120,844	122,052	123,273	124,506	125,750
10	108,079	109,160	110,252	111,354	112,468	113,592	114,728	115,876	117,035	118,204	119,386	120,580	121,787	123,005	124,235	125,477	126,731	127,998	129,278	130,571	131,877	133,195



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Recycling Committee Proposal

2. **Date of Board Meeting:** June 13, 2022

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

Maria E. Capriola, Town Manager; Wendy Mackstutis, First Selectman

Maria E. Capriola

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

If the Board of Selectmen supports approving the proposal for creating the Recycling Committee as presented, the following motion is in order:

Move, effective June 13, 2022, to approve the creation of the Recycling Committee as presented.

5. **Summary of Submission:**

In November 2021, the Board of Selectmen sunset the Recycling Committee as it had existed, with the intention that its duties could be incorporated into the broader efforts of the Clean Energy/Sustainability Committees.

The former Recycling Chair has requested that the Recycling Committee be reconstituted. As proposed the Committee's purpose would be limited to coordinating the Swap Shop at the Transfer Station (see attached).

6. **Financial Impact:**

None

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

a) Proposed Purpose and Procedures for the Recycling Committee



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

SIMSBURY RECYCLING COMMITTEE STATEMENT OF PURPOSE AND PROCEDURES *Approved by Board of Selectmen on XXXX - **DRAFT***

1. **Purpose**

The Simsbury Recycling Committee is a temporary committee established to facilitate the operation of the Town's Swap Shop at the Transfer Station. The Committee is responsible for: recruiting, training and scheduling volunteers to staff the Swap Shop; sorting, cleaning, and organizing donated items; maintaining the Swap Shop in good condition; tracking and reporting on usage of the Swap Shop. The goal of the Swap Shop is to encourage reuse of items and reduce the amount of waste generated.

2. **Effective Date**

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

3. **Composition/Voting**

- a) The Recycling Committee shall consist of four (4) members.
- b) Membership shall be comprised of residents from the Simsbury community.
- c) Members of the Committee are appointed by the Board of Selectmen following a recommendation from the Personnel Sub-Committee; members shall have two (2) year terms coterminous with the Board of Selectmen.
- d) The First Selectman or their designee will serve as a liaison to the Committee at the start of each new term.
- e) The Public Works Director/Town Engineer or their designee will be a standing staff liaison.
- f) Staff and the Board of Selectmen liaison are ex-officio members with full participation rights, but are non-voting members and do not count towards the appointed composition of the Committee.
- g) The presence of three (3) members shall constitute a quorum to take action. No action shall become valid unless authorized by a vote of the majority of the total membership present and voting.

4. **Organization**

- a) On or before November 30th of each year, the Committee shall elect from among the appointed members a Chair and Vice Chair.
- b) The Public Works Department will provide administrative and technical support to the Committee.

5. **Meetings**

- a) Meetings shall be held as often as necessary to carry out the purpose and meet established goals, but generally at least twice per year in April and October.

- b) Regular meeting schedules shall be established annually and filed in accordance with Connecticut General Statutes, currently no later than January 31st annually.
- c) Staff will be responsible for coordinating scheduling and cancelling meetings, recording and filing minutes, as well as other duties that may be necessary.
- d) The Committee will adhere to all rules and regulations outlined in the Freedom of Information Act.

6. **Reports**

On or before November 30th of each year, the Committee shall prepare and submit to the Board of Selectmen an annual report of its activities for the past year.

7. **Removal of Members**

- a) Any member who is absent from more than fifty (50) percent of Committee meetings during any twelve (12) month period may be removed, and the vacancy shall be filled as outlined in Section 3c. An exception may be granted by and at the discretion of the Town Manager due to a member's illness or other extenuating circumstances.
- b) Any member may be removed by the Board of Selectmen, upon the recommendation of the Town Manager, for cause. Such member will be afforded an opportunity for a public meeting with the Board of Selectmen prior to a final decision being made regarding their status for removal. The purpose of the public meeting is to give the member an opportunity to be heard in person before the Board of Selectmen prior to a final decision being made.

8. **Commitment of Town Funds**

In the performance of its duties, the Committee shall not incur any expense, or obligate the Town to pay any expense, unless funds have been appropriated by the Town specifically for the use of the Committee and authorized in advance by the Public Works Director/Town Engineer or their designee.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Recycling Committee Appointments

2. **Date of Board Meeting:** June 13, 2022

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

Maria E. Capriola, Town Manager; Wendy Mackstutis, First Selectman

Maria E. Capriola

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

If the Board of Selectmen accepts the recommended appointments, the following motions are in order:

Move, effective June 13, 2022, to appoint Joe Daly as a Regular Member of the Recycling Committee with a term expiring on December 4, 2023.

Move, effective June 13, 2022, to appoint Susan Ray as a Regular Member of the Recycling Committee with a term expiring on December 4, 2023.

Move, effective June 13, 2022, to appoint Mary Turner as a Regular Member of the Recycling Committee with a term expiring on December 4, 2023.

Move, effective June 13, 2022, to appoint Rosemary Fusco as a Regular Member of the Recycling Committee with a term expiring on December 4, 2023.

5. **Summary of Submission:**

The First Selectman has worked with the former chair of the Recycling Committee to identify four previous members of the Committee who are interested in continuing to serve: Mr. Joe Daly (D), Ms. Susan Ray (R), Ms. Mary Turner (R), and Ms. Rosemary Fusco (R).

Appointment terms would be co-terminous with the Board of Selectmen, and would end on December 4, 2023.

6. **Financial Impact:**

None

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

None



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

MEMORANDUM

To: Board of Selectmen
From: Maria Capriola, Town Manager
Cc: George McGregor, Planning Director; Laura Barkowski, Code Compliance Officer; Tom Tyburski, Director of Culture, Parks and Recreation; Nick Boulter, Chief of Police; Chris Davis, Deputy Chief of Police; Greg Samselski, Police Lt.; Tom Roy, Director of Public Works/Town Engineer; Patrick Tourville, Fire Marshal
Date: May 24, 2022
Subject: Administrative Approval of Public Gathering Permits

This memo is to inform the Board of Selectmen of public gathering permits that I have approved via an administrative approval.

Staff from Planning, Police, Culture, Parks and Recreation, Public Works, the Fire District, and the Farmington Valley Health District reviewed the applications to ensure compliance and safety measures were addressed prior to approval. Following completion of that process, the following public gathering permits have been approved by me:

Name of Event	Location	Date	Type
Playstrong Recital	PAC	June 2, 2022	Acro-Fitness Recital
UConn Half Marathon	PAC, throughout town	June 3-4, 2022 (set-up 6/3, event & break-down 6/4)	Running Event
Hopmeadow Nursery School Graduation	PAC	June 3, 2022	Graduation Ceremony
Mainly Marathon	PAC, throughout town	June 5-6, 2022 (set-up 6/5, event & break-down 6/6)	Running Event
Simsbury High School Graduation	PAC	June 10, 2022	Graduation Ceremony

Should you have any questions or concerns about the applications listed above, please contact me so staff and I can help answer those questions.

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 and on Zoom. Present were: First Selectman Wendy Mackstutis; Deputy First Selectman Amber Abbuhl; Board members: Eric Wellman; Sean Askham; and Heather Goetz. Absent was Chris Peterson. Others in attendance include: Town Manager Maria E. Capriola; Deputy Town Manager Melissa Appleby (via Zoom); Director of Community Planning and Development George McGregor; Chairman of Zoning Commission Dave Ryan; Director of Public Works/Town Engineer Tom Roy (by Zoom), and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC HEARINGS

a) Neighborhood Assistance Act Program Proposal

Ms. Appleby said there were three applications as discussed at the last Board meeting – the Simsbury Grange, the Department of Community and Social Services and the Town Manager’s Office. All three are qualifying programs under NAA through the Department of Revenue Services. She said the public hearing is required as part of the process.

After no comments were received, Mr. Askham made a motion to close the Public Hearing at 6:04 p.m. Ms. Goetz seconded the motion. All were in favor and the motion passed.

b) Proposed Amendments to the Solid Waste Ordinance (Chapter 133)

Ms. Capriola said the newspaper in general circulation in our area did not post the legal notice in a timely manner, and, therefore, this hearing is cancelled at this time.

PUBLIC AUDIENCE

- **Participants can address the Board of Selectmen in person at the meeting**
- **Email townmanager@simsbury-ct.gov by noon on Monday, May 23, 2022 to register to address the Board of Selectmen live thru Zoom**
- **Written comments can be emailed to townmanager@simsbury-ct.gov. Written comments will not be read into the record, but forwarded to all Selectmen via email**

Joan Coe, 26 Whitcomb Drive, spoke about the Personnel Sub-Committee meetings, union positions, labor changes, transparency, alcohol, drugs and gambling addictions, Town event rules, the April 18th Zoning meeting and other issues.

PRESENTATIONS

a) LGBTQ+ Pride Month Proclamation, Pride Flag Raising, and Business Friendly Directory

The Board read the following Proclamation:

**Proclamation Recognizing June 2022 as
LGBTQ+ Pride Month in Simsbury**

Whereas, the Town of Simsbury is committed to supporting the visibility, dignity, and equity for everyone in our community and affirms our obligation to protect the most vulnerable among us; and

Whereas, Simsbury recognizes the contributions of LGBTQ residents, students, employees, and business owners to the cultural and civic fabric of our town and remains committed to protecting their civil rights in our unified effort to forge a more open and just society; and

Whereas, advancements have been made with respect to equitable treatment of LGBTQ people throughout the nation, but there continues to be discrimination, injustice and acts of hate making it important for towns like Simsbury to stand up and show support for members of our community who identify as LGBTQ; and

Whereas, Simsbury joins many cities and town across the United States in recognizing and celebrating June as LGBTQ Pride Month as a commitment to standing in solidarity with all LGBTQ+ Americans; and

Whereas, the rainbow flag is widely recognized as a symbol of pride, inclusion, and support for social movements that advocate for LGBTQ people in society; and

Whereas, the Pride Walk along Iron Horse Boulevard serves as Simsbury’s ongoing and unwavering commitment to diversity, equity, and inclusion; and

Whereas, we ask and encourage everyone to reflect on ways we can all live and work together with commitment to mutual respect and understanding; and

NOW, THEREFORE, BE IT RESOLVED that we, Members of the Simsbury Board of Selectmen, hereby proclaim June 2022 Pride Month in the Town of Simsbury, in support of our LGBTQ community, and

BE IT FURTHER RESOLVED that the rainbow flag will be raised on this day, June 4, 2022, recognizing all LGBTQ residents whose influence, advocacy and contributions to our neighborhoods make the Town of Simsbury a vibrant community in which to live, work and play.

IN WITNESS THEREOF, we have placed our signatures and the great seal of the Town of Simsbury.

Dated the 23rd day of May 2022.

Mr. Wellman made a motion, effective May 23, 2022, to endorse a Proclamation in honor of Pride Month. Further move, to authorize the Pride Flag to be raised outside of Town Hall for the month of June 2022. Further move, to authorize the Town of Simsbury to be listed in the Simsbury LGBTQ+ Friendly Business Directory. Ms. Abbuhl seconded the motion. All were in favor and the motion passed.

b) Proclamation for National Public Works Week

The Board read the following Proclamation:

**PROCLAMATION
NATIONAL PUBLIC WORKS WEEK**

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Simsbury; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, who are administrators, laborers, truck drivers, custodians, waste water treatment operators, engineers, supervisors, managers and employees at all levels of government and the private sector, who are responsible for maintaining, rebuilding, improving and protecting our communities’ transportation, environment, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in Simsbury to gain knowledge of and to maintain a progressive interest in and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2022 marks the 62nd annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association, be it now,

RESOLVED, that the Simsbury Board of Selectmen do hereby designate the week of May 15 – 21, 2022 as National Public Works Week; We urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS THEREOF, we have placed our signatures and the great seal of the Town of Simsbury.

Dated the 23rd of May 2022.

Mr. Wellman made a motion, effective May 23, 2022, to endorse a Proclamation in honor of National Public Works Week. Ms. Abbuhl seconded the motion. All were in favor and the motion passed.

Mr. Roy noted that they had a successful open house and Touch a Truck event last week with the Department of Public Works.

c) Proclamation for National Gun Violence Awareness Day

The Board read the following Proclamation:

**Proclamation Recognizing June 3rd, 2022
National Gun Violence Awareness Day**

Whereas, National Gun Violence Awareness Day, also known as #Wear Orange Day, is being recognized on June 3, 2022 to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to reduce gun violence; and

Whereas, every day, 321 people are victims of gun violence in the United States among which 111 people are shot and killed and 210 survive gunshot injuries,

Whereas, in the most recent year of complete data (2020), 45,222 people died from gun-related injuries in the US that included 19,384 that were killed in homicides involving guns and 24, 292 were suicides using a gun, (which makes up the majority of the US gun deaths); and

Whereas, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

Whereas, gun violence prevention is more important than ever as the COVID-19 pandemic continues to exacerbate gun violence after more than two years of increased gun sales, increase calls to suicide and domestic violence hotlines, and an increase in gun violence; and

Whereas, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe; and

Whereas, protecting public safety is the highest responsibility of us as elected officials, and that we trust in our law enforcement officers who know our community best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep our citizens safe, and

Now, therefore, we Members of the Simsbury Board of Selectmen, recognize June 3rd as National Gun Violence Awareness Day in Simsbury and ask that the Town of Simsbury light up Eno Memorial Hall in Orange as our way of #WearingOrange.

IN WITNESS THEREOF, we have placed our signatures and the great seal of the Town of Simsbury.

Dated the 23rd of May 2022.

Mr. Askham made a motion, effective May 23, 2022 to endorse a Proclamation in honor of National Gun Violence Awareness Day. Further move, to authorize Eno Memorial Hall to be lit up in orange on June 3, 2022 in support of National Gun Violence Awareness. Ms. Goetz seconded the motion. All were in favor and the motion passed.

d) Accessing Dwelling Units (ADU) Opt-out Construction

This presentation is informational. The Board may choose to act at a future meeting.

Mr. McGregor spoke about Public Act 21-29. He said the Zoning Commission discussed the opt-out process and decision. He went through the new State law and Zoning regulations and the Board's options. He said the

Commission held several public hearings to get public comment on this process. He said Zoning voted 6-0 to opt-out by resolution on January 2, 2022

Mr. Ryan said they plan to complete the ADU revisions by August 1, 2022 after holding four public hearings. They are also asking the Planning Commission for their advice on this issue.

FIRST SELECTMEN REPORT

First Selectmen, Wendy Mackstutis, reviewed her First Selectmen’s report.

TOWN MANAGER’S REPORT

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

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

- a) **Personnel** – there was no report at this time.
- b) **Finance** – there was no report at this time.
- c) **Public Safety** – Mr. Askham said the next Public Safety meeting will be held on June 16, 2022 at 8:00 a.m. with an ambulance update.
- d) **Board of Education** – there was no report at this time.

Mr. Wellman said the Pollinator Committee is holding quarterly meetings. They have a tentative plan to do a project at the Performing Arts Center.

Mr. Wellman said the Clean Energy Task Force is working on the Sustainable CT certification.

Ms. Abbuhl said she attended the ribbon cutting ceremony at the new food pantry at the Shepard of the Hills Lutheran Church. They are still looking for paper goods, cleaning products, and foods to be dropped off and there is an outside bin.

Mr. Askham said the Public Safety Sub-Committee is meeting on June 16, 2022 at 8 a.m. There will be an ambulance update after an incident including a fire.

Ms. Goetz spoke about an event for A Promise to Jordan, which will holding a book discussion on Wednesday, June 15, 2022 from 6-8pm at the Library.

SELECTMEN ACTION

a) Neighborhood Assistance Act Proposals

Ms. Appleby said that if the Board approves the programs, we will submit to the Department of Revenue Services in advance of the July 1, 2022 deadline.

Ms. Abbuhl made a motion, effective May 23, 2022, to approve the Neighborhood Assistance Act Program applications as presented and to authorize Town Manager Maria E. Capriola to submit the application to the Department of Revenue Services. Further move, to designate Deputy Town Manager Melissa Appleby as the municipal liaison. Mr. Askham seconded the motion. All were in favor and the motion passed.

b) Schedule a Public Hearing for Proposed Amendments to the Solid Waste Ordinance (Chapter 133)

The Public Hearing for proposed amendments to the Solid Waste Ordinance had to be changed due to a newspaper error.

Ms. Abbuhl made a motion, effective May 23, 2022, to set a Public Hearing to receive public comment concerning proposed revisions to Chapter 133 of the Town Code concerning Storage, Collection and Disposal of Solid Waste for 6:00 p.m. on Monday, June 13, 2022. Mr. Wellman seconded the motion. All were in favor and the motion passed.

c) Donation from The Hartford Foundation for Public Giving “Anthony S. and Evelyn L. Hulme Charitable Fund”

Ms. Goetz made a motion to accept a donation from the Hartford Foundation for Public Giving in the amount of \$4,000 for the purpose of supporting our Senior Center programs and activities with our thanks. Ms. Abbuhl seconded the motion. All were in favor and the motion passed.

d) Donation from St. Matthew Lutheran Church in Avon

Mr. Wellman made a motion to accept a donation from St. Matthew Lutheran Church in Avon in the amount of \$2,000 for the purpose of supporting the Simsbury Medical Equipment Loan Locker with our thanks. Ms. Goetz seconded the motion. All were in favor and the motion passed.

e) Temporary Relocation of Latimer Lane Polling Location

Ms. Capriola said because the Town is anticipating moving forward with the Latimer Lane renovations, the polling place will have to be moved to Henry James School, which has a second gym. There will be information sent to residents on this change.

Mr. Askham made a motion to approve the temporary relocation of the Latimer Lane Polling Location to Henry James Memorial School for the November 2022 and 2023 elections. Ms. Goetz seconded the motion. All were in favor and the motion passed.

f) Accreditation Specialist Classification

Ms. Capriola said the Police Commission reviewed the proposed classification, job description and pay range. This is for the 2023 fiscal year and will allow the officer who was working on accreditation to return to patrol duties.

Ms. Abbuhl made a motion, effective May 23, 2022, to create the classification of Accreditation Specialist and to approve the proposed job description as presented. Further move, to establish an hourly rate of pay for the position between \$31.75 – 42.33/hr. Mr. Askham seconded the motion. All were in favor and the motion passed.

g) Information Technology Support Specialist Classification

Ms. Capriola said this new position was also approved at the referendum for the 2023 fiscal year. The IT manager assisted with the drafting of the job description, and the Town Manager’s Office conducted an analysis of pay ranges. The Personnel Sub-Committee recommended approval of the job description and pay range.

Mr. Wellman made a motion, effective May 23, 2022, to create the classification of Information Technology Support Specialist and to approve the proposed job description as presented. Further move, to establish an hourly rate of pay for the position between \$34.74 – 41.52/hr. Mr. Askham seconded the motion. All were in favor and the motion passed.

h) Revisions to Senior Information Technology Analyst Job Description

Ms. Capriola said that this position was reviewed in anticipation of hiring the new IT Support Specialist position. This was reviewed by the IT manager and Town Manager’s Office. The job description was very outdated and required updates to reflect modern practices.

Mr. Askham made a motion, effective May 23, 2022, to approve the revised job title and job description for the Senior Information Technology Analyst position as presented. Ms. Abbuhl seconded the motion. All were in favor and the motion passed.

i) Simsbury Retirement Income Plan Amendment

Ms. Capriola said that this was a proposal raised by the three CSEA units regarding changing pension contributions from post-tax to pre-tax. The amendment was written by labor and pension council and will be implemented on July 1, 2022. There is no financial impact to the Town.

Mr. Askham made a motion, effective May 23, 2022, to adopt the attached resolution as presented to approve Amendment No. 4 to the Town of Simsbury Retirement Income Plan, and to authorize Town Manager Maria E. Capriola to execute the amendments. Ms. Goetz seconded the motion. All were in favor and the motion passed.

APPOINTMENTS AND RESIGNATIONS

a) Resignation of Tim Walczak from the Clean Energy Task Force

Mr. Askham made a motion, retroactive to May 16, 2022, to accept the resignation of Tim Walczak as a Regular Member of the Clean Energy Task Force with our thanks. Mr. Wellman seconded the motion. All were in favor and the motion passed.

b) Proposed Appointments to Various Boards

Mr. Wellman made a motion to appoint Gabriela Sandoval as a Regular Member of the Board of Ethics to fill a vacancy until January 1, 2023. Also, move to appoint Larry Boardman as an Alternate Member of the Zoning Board of Appeals to fill a vacancy until December 4, 2022. Ms. Abbuhl seconded the motions. All were in favor and the motion passed.

REVIEW OF MINUTES

a) May 9, 2022 Regular Meeting

There were no changes to the Regular Meeting Minutes of May 9, 2022, and, therefore, the minutes were adopted.

COMMUNICATIONS

a) Memo from M. Capriola re: Public Gathering Permit, dated May 16, 2022 -there was no discussion at this time.

ADJOURN

Mr. Askham made a motion to adjourn at 7:27 p.m. Ms. Goetz seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk