



# 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 24, 2019 – 6:00 p.m.

### PLEDGE OF ALLEGIANCE

### PUBLIC HEARING

- a) Proposed Ordinance – Election of Alternates to the Planning and Zoning Commissions

### PUBLIC AUDIENCE

### PRESENTATION

- a) Proclamation for LGBTQ Pride Month

### FIRST SELECTMAN'S REPORT

### TOWN MANAGER'S REPORT

### SELECTMEN ACTION

- a) Tax Refund Requests
- b) Proposed Ordinance – Election of Alternates to the Planning and Zoning Commissions
- c) Transfer Station Operation Agreement
- d) Vacation Carryover Requests
- e) Proposed Resolution to Encourage the Public to Take Preventive Measures from Feeding Wildlife
- f) Proposed Sale of Tax Liens: Halmar, Inc., Parcel on Hopmeadow Street, Map H02, Block 403, Lot 1A
- g) Proposed Town Manager Goals July 1, 2019 – June 30, 2020

### APPOINTMENTS AND RESIGNATIONS

- a) Appointment of Paul Kelley to Technology Task Force
- b) Appointment of Thomas Potter to Retirement Plan Sub-Committee
- c) Tourism Committee Composition and Appointment

### REVIEW OF MINUTES

- a) Regular Meeting of June 10, 2019



**SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS**

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

**COMMUNICATIONS**

- a) S&P Bond Rating Report, dated June 7, 2019
- b) Memo from T. Piazza re: Sewer Use Increase, dated June 20, 2019
- c) Memos from A. Meriwether and T. Piazza re: Bid Waiver Notification, dated June 18 and June 12, 2019
- d) Memo from M. Capriola re: Town Manager's Performance Review Timeline, dated June 20, 2019

**ADJOURN**



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Tax Refund Requests
2. **Date of Board Meeting:** June 24, 2019
3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager; Colleen O'Connor, Tax Collector  
*Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**  
If the Board of Selectmen supports approving the tax refunds as presented, the following motion is in order:

*Move, effective June 24, 2019 to approve the presented tax refunds in the amount of \$7,568.99, and to authorize Town Manager, Maria E. Capriola, to execute the tax refunds.*

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

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

6. **Financial Impact:**  
The aggregate amount of all tax refunds as presented is \$7,568.99. The attachment dated June 24, 2019 has a detailed listing of all requested tax refunds.
7. **Description of Documents Included with Submission:**
  - a) Requested Tax Refunds, dated June 24, 2019

REQUESTED TAX REFUNDS  
JUNE 24, 2019

	BILL NUMBER	TAX	INTEREST	TOTAL
<b>List 2016</b>				
ARI Fleet LT OR	16-03-50603	\$544.67		\$544.67
<b>Total 2016</b>		<b>\$544.67</b>	<b>\$0.00</b>	<b>\$544.67</b>
<b>List 2017</b>				
Honda Lease Trust	17-03-58456	\$211.09		\$211.09
Honda Lease Trust	17-03-58519	\$315.55		\$315.55
Toyota Lease Trust	17-03-69006	\$138.61		\$138.61
Toyota Lease Trust	17-03-69007	\$413.92		\$413.92
Toyota Lease Trust	17-03-69013	\$205.77		\$205.77
Toyota Lease Trust	17-03-69034	\$370.40		\$370.40
Toyota Lease Trust	17-03-69058	\$142.11		\$142.11
Toyota Lease Trust	17-03-69067	\$68.90		\$68.90
Toyota Lease Trust	17-03-69073	\$220.34		\$220.34
Toyota Lease Trust	17-03-69080	\$127.11		\$127.11
Toyota Lease Trust	17-03-69084	\$95.13		\$95.13
Toyota Lease Trust	17-03-69103	\$482.93		\$482.93
Toyota Lease Trust	17-03-69113	\$167.35		\$167.35
Toyota Lease Trust	17-03-69123	\$538.33		\$538.33
Toyota Lease Trust	17-03-69135	\$138.25		\$138.25
Toyota Lease Trust	17-03-69141	\$138.39		\$138.39
Toyota Lease Trust	17-03-69148	\$49.57		\$49.57
Toyota Lease Trust	17-03-69156	\$275.67		\$275.67
Toyota Lease Trust	17-03-69157	\$148.67		\$148.67
Toyota Lease Trust	17-03-69158	\$127.11		\$127.11
Toyota Lease Trust	17-03-69160	\$59.40		\$59.40
Toyota Lease Trust	17-03-69164	\$206.94		\$206.94
Toyota Lease Trust	17-03-69169	\$228.61		\$228.61
Toyota Least Trust	17-03-69178	\$1,019.40		\$1,019.40
Toyota Lease Trust	17-03-69200	\$347.37		\$347.37
Toyota Lease Trust	17-03-69203	\$138.25		\$138.25
Toyota Lease Trust	17-03-69207	\$237.09		\$237.09
Toyota Lease Trust	17-03-69219	\$317.40		\$317.40
Honda Lease Trust	17-03-71384	\$94.66		\$94.66
<b>Total 2017</b>		<b>\$7,024.32</b>	<b>\$0.00</b>	<b>\$7,024.32</b>
<b>TOTAL 2016</b>		<b>\$544.67</b>	<b>\$0.00</b>	<b>\$544.67</b>
<b>TOTAL 2017</b>		<b>\$7,024.32</b>	<b>\$0.00</b>	<b>\$7,024.32</b>
<b>TOTAL ALL YEARS</b>		<b>\$7,568.99</b>	<b>\$0.00</b>	<b>\$7,568.99</b>



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Ordinance – Election of Alternates to the Planning and Zoning Commissions

2. **Date of Board Meeting:** June 24, 2019

3. **Individual or Entity Making the Submission:**  
Maria E. Capiola, Town Manager *Maria E. Capiola*

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

The Board of Selectmen has two options for action regarding the Proposed Ordinance on the Election of Alternates to the Planning and Zoning Commissions 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 24, 2019 to table the proposed Ordinance on the Election of Alternates to the Planning and Zoning Commissions to the next regularly scheduled Board of Selectmen meeting on July 8, 2019.*

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

*Move, effective June 24, 2019 to adopt the proposed Ordinance on the Election of Alternates to the Planning and Zoning Commissions 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 June 10<sup>th</sup> meeting the Board of Selectmen set a public hearing for the proposed ordinance tonight, June 24<sup>th</sup>. Due to a scrivener's error, the text outlining the number of alternates elected to the Planning Commission and the Zoning Commission was omitted during the last Charter revision. The attached draft ordinance is intended to clean up any perceived ambiguity regarding the number of alternate members elected to these commissions (attached). The number of alternates elected to the Zoning Board of

Appeals need not be listed in the Charter or by ordinance as this is covered by state statute.

A second hearing must be held if substantive changes are made to the ordinance (as determined by Town Counsel). Once the ordinance is passed, it must be filed with the Town Clerk and posted in its entirety or in summary form within 10 days after final passage. The Board of Selectmen would have to approve use of a summary. The ordinance would become effective on the twenty-first day after final publication.

The Town Attorney has prepared the proposed ordinance as presented.

**6. Financial Impact:**

None

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

- a) Proposed Ordinance Regarding the Election of Alternates to the Planning and Zoning Commissions

**TOWN OF SIMSBURY**

**PROPOSED ORDINANCE**

**Election of Alternates to the  
Planning and Zoning Commissions**

Section 1. Zoning Commission Alternates

There shall be three (3) alternates to the Zoning Commission elected in accordance with Section 302 of the Simsbury Town Charter. Alternate Members shall, when seated as herein provided, have all the powers and duties set forth in the Town Charter, general statutes or any special act for the Zoning Commission and its members. Alternates may attend all meetings and executive sessions of the Zoning Commission. Zoning Commission Alternates shall be electors and shall not be members of the Zoning Board of Appeals or the Planning Commission. Alternates shall be designated by the Chairman of the Commission, or their designee, to act in the absence of Regular Members according to a policy to be adopted by the Commission.

Section 2. Planning Commission Alternates

There shall be three (3) alternates to the Planning Commission elected in accordance with Section 302 of the Simsbury Town Charter. Alternative Members shall, when seated as herein provided, have all the powers and duties set forth in the Town Charter, the general statutes or any special act for the Planning Commission and its members. Alternates may attend all meetings and executive sessions of the Planning Commission. Planning Commission Alternates shall be electors and shall not be members of the Zoning Board of Appeals or the Zoning Commission. Alternates shall be designated by the Chairman of the Commission, or their designee, to act in the absence of Regular Members according to a policy to be adopted by the Commission.

**Effective Date:** \_\_\_\_\_

**Public Hearing:** \_\_\_\_\_

**Adopted:** \_\_\_\_\_

**Published:** \_\_\_\_\_

**Town Clerk Attest:** \_\_\_\_\_



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Transfer Station Operation Agreement
2. **Date of Board Meeting:** June 24, 2019
3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager; Tom Roy, Director of Public Works  
*Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**  
If the Board of Selectmen supports executing an agreement with Paine's Inc. to operate the Town's Bulky Waste (Transfer Station) Facility, the following motions are in order:  
  
*Move, effective June 24, 2019 to approve the Bulky Waste (Transfer Station) Operation Agreement as presented and authorize Town Manager Maria E. Capriola to execute the agreement.*  
  
*Further move, effective July 1, 2019 to adopt the Bulky Waste (Transfer Station) Fee Schedule as presented.*
5. **Summary of Submission:**  
For many years, Simsbury has contracted out the daily operation of our Bulky Waste (Transfer Station) Facility. The current 5-year contract with Paine's Inc. is due to expire and as such a Request for Proposals was issued on May 15, 2019. Staff advertised the request through the CT Department of Administrative Services as well as sending notification to all registered trash haulers operating in Simsbury. One proposal was received from Paine's.  
  
It was determined by staff that the proposal received by Paine's was a responsible bid. The vendor has provided a good and satisfactory level of service regarding the operation of the Transfer Station in the past. It is recommended that we enter into a three year agreement with two one year renewal options.  
  
The Town Attorney has reviewed the attached proposed agreement.
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 b indicates; the fee schedule remains in place until revised or rescinded. The annual permit fee would increase from \$10.00 to \$20.00.

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

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

- a) Memo from T. Roy re: Simsbury's Bulky Waste Facility, dated June 7, 2019
- b) Transfer Station Fee Schedule: Current (dated 2014) v. Proposed (dated 2019)
- c) Draft Bulky Waste Transfer Station Operation Agreement
- d) June 4, 2019 Bid Proposal



# Town of Simsbury

66 TOWN FOREST ROAD, WEST SIMSBURY, CONNECTICUT 06092

~ Department of Public Works ~

## **Memorandum: Simsbury's Bulky Waste Facility**

**To:** Maria Capriola, Town Manager  
**CC:** Board of Selectmen  
**From:** Thomas J. Roy, Director of Public Works  
**Date:** June 7, 2019

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On May 15, 2019 we issued a request for proposals for the operation of the Town's bulky waste facility on Wolcott Road. On June 4, 2019 we received one proposal from Paine's Inc. of East Granby, CT. As you know, Paine's is the vendor who holds the current contract.

In reviewing Paine's proposal, we find their fees have increased minimally but remain fair and reasonable for the services they provide. They have provided excellent service to the Town of Simsbury for the past 3 years since gaining the contract in 2014.

I recommend entering into an additional, 3-year contract with Paine's for the operation of the bulky waste facility in accordance with the Town's RFP and the June 4, 2019 submittal from Paine's.

Please let me know if you agree with this recommendation and I will work with the Town Attorney on the preparation of a new contract.

**BULKY WASTE AND RECYCLING TRANSFER FACILITY OPERATIONS - PAINE'S**

			<b>2014</b>		<b>2019</b>
		<b>Unit</b>	<b>Unit Cost</b>		<b>Unit Cost</b>
<b>Item</b>					
<b>Vehicle Class</b>					
Full Automobile		vehicle	\$ 18.00		\$ 30.00
Auto, Station Wagon, Van		vehicle	\$ 26.00		\$ 30.00
Small Pickup Truck, 2-wheel light trailer		vehicle	\$ 26.00		\$ 40.00
large pickup truck, tag-along trailer		vehicle	\$ 26.00		\$ 60.00
<b>Weight of Load</b>					
Weight of Load		n/a			
<b>Volume of Load</b>					
Volume of Load					
<b>Items</b>					
Tires - Auto, Motorcycle		ea	\$ 5.00		\$ 7.00
Tires - Truck, Bus, 4wheel drive		ea	\$ 10.00		\$ 12.00
Tires - Off-road equipment		ea	\$ 30.00		\$ 32.00
Appliances with freon or equivalent		ea	\$ 25.00		\$ 25.00
Brush, limbs, clean wood		cy	\$ 17.00		\$ 20.00
Logs		cy	\$ 30.00		\$ 30.00
Shingels and roofing		cy	\$ 37.00		\$ 40.00
<b>List Additional Fees</b>					
wood chips			\$ 5.00		\$ 5.00
propane tanks			\$ 5.00		\$ 5.00
crib mattress			\$ 10.00		\$ 10.00
full mattress			\$ 15.00		\$ 15.00
king/queen mattress			\$ 20.00		\$ 20.00
scrap metal, paper, cardboard, recycling, motor oil plastics					
Permit(annual)		ea	\$ 10.00		\$ 20.00
6 month permit		ea	\$ 10.00		\$ 10.00
one week permit		ea	\$ 5.00		\$ 5.00
small single item up to 1/3 cy		ea	\$ 10.00		\$ 12.00
large single item up to 2/3 cy		ea	\$ 16.00		\$ 18.00
<b>Optional items</b>					
msw					
scrap metal - single item		item	\$ 5.00		\$ 5.00
scrap metal - pickup truck		ea	\$ 10.00		\$ 10.00
Senior Discount - small items up to 1/3cy		1/3 c.y.	\$ (4.00)		\$ (5.00)

## **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 \_\_\_ 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, MPA  
Its Town Manager  
Duly Authorized.

**OPERATOR:**  
PAINE'S INC.

By: \_\_\_\_\_  
Its \_\_\_\_\_,  
Duly Authorized.



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June 4, 2019

Town of Simsbury  
Ms. Amy Meriwether  
Finance Director  
933 Hopmeadow Street  
Simsbury, CT 06070-0495

RE: RFP for Bulky Waste Transfer Facility Operations

Dear Ms. Meriwether:

Paine's Incorporated appreciates the opportunity to submit a proposal for the facility operation needs of the Town of Simsbury. We have completely reviewed the request for proposal prepared by the Town and are confident that we at Paine's will meet and continue to exceed the Town's needs and expectations.

Our knowledgeable and experienced professionals are always available to answer any questions about your needs today as well as discuss your waste disposal and recycling options of tomorrow. Paine's continues to be willing to discuss modifications or changes that are mutually beneficial to both parties.

Thank you for this opportunity to serve the Town of Simsbury's needs. If you should have any questions regarding this proposal, please feel free to contact us at (860) 844-3000.

In conclusion, as a family owned and operated company for four (4) generations and over 90 years, Paine's has always put the customers' needs first. We accomplish this by being accountable for our actions, dependable with our service and through just plain simple courtesy to each and every customer. We look forward to continuing to work with the Town of Simsbury on this important service provided to the residents.

*"Because Service Matters"*

Sincerely,

Julie Paine-Miller  
Vice President

# PAINE'S MISSION STATEMENT



PAINE'S HAS THE SAME VALUES AS WE HAVE FOR 90 YEARS:

TREAT CUSTOMERS AND EMPLOYEES WITH RESPECT.

PROVIDE EXCELLENCE IN SERVICE, SATISFACTION AND VALUE.

Town of Simsbury  
Request for Proposals  
Bulky Waste Transfer Facility Operations

**2.0 Submission Requirements:**

**Pages 6, 7 & 8**

**1. Principals:**

Michael R. Paine, Sr.

72 Holcomb Street, Simsbury, CT  
President, Paine's Incorporated, employed at Paine's Incorporated since June, 1972. active in NW&RA, formally National Solid Waste Management Association, National Board of Governors, Chairman, CT Chapter chairman

Julie Paine-Miller

14 North Road, East Granby, CT  
Vice President, Paine's Incorporated, employed at Paine's since 2005. Julies is 4<sup>th</sup> generation at Paine's and is actively involved in the daily operations of the company.

**2. Experience:** Paine's is currently involved in and has assisted in these similar operations:

Town of Cornwall	Transfer/Recycle	Gordon Ridgway (860) 672-4959
Town of East Granby	Transfer/Recycle	Jim Hayden (860) 653-2576
Town of North Canaan	Transfer/Recycle	Charles Perotti (860) 824-3142
Town of Norfolk	Transfer/Recycle	Matthew Riiska (860) 542-5829
Town of Simsbury	Simsbury Bulky Waste Facility	Tom Roy (860) 658-3222
Town of Wethersfield	Transfer/Recycle	Heather Vargas (860) 721-2877

**3. Fee Schedule:** Please see attached fee schedule and PROPOSAL FORM regarding the fees and acceptable materials. The fee charged to the users will be based upon volume of incoming material. The method will be based either upon cubic yard, (3 feet x 3 feet x 3 feet = 1 cubic yard), or a single item charge.





- Tires                      Bob's Tires
- Snowplowing              Simscroft Echo

15. **Proposal Package:** Enclosed. Please see submission package.

16. **Certificate of Non-Collusion:** Enclosed. Please see submission package.

17. **Violations Disclosures:** Paine's has not had any notices of CT DEP/Federal EPA violations or fines, OSHA violations or fines or State/Federal tax law violations or liens in the last three (3) years.

**Additional Information:**

Paine's 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 Swap Shack at no charge.

Paine's agrees to let the Town dispose of small quantities, (not to exceed 1 ton/month) of bulky waste at no charge. 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.

For material delivered and disposal paid by the Town Social Service Dept. for needy residents, Paine's will charge disposal at the senior discount rate.

If the Town's permit allows, Paine's would like to open a dialogue with the Town of Simsbury to discuss the feasibility for residents to deliver acceptable compostable food waste at the Simsbury Bulky Waste Facility.

In the event Paine's needs to request any fee change, the appropriate paperwork will be filed with the Finance Director and then approved by the Board of Selectmen.

**Facilities Registered under DEEP's Construction and Operation of a Commercial Facility for  
the Management of Recyclable Materials and Certain Solid Wastes**

**"Commercial General Permit"**

Revised 01-24-2019

The following Facilities are currently registered under the Department's Commercial "General Permit" (GP)

<b>Company</b>	<b>Authorization(s)</b>	<b>Facility Address</b>	<b>Town</b>	<b>Contact</b>	<b>Phone</b>
Acorn Trading Park	<u>Clean Wood, Leaves and Grass</u>	845 Carrington Rd.	Bethany	Theron Simons	203-509-1288
Advanced Construction and Tree Removal LLC	<u>Clean Wood, Leaves and Grass</u>	87 Boardman Rd.	New Milford	Joe Quaranta	860-355-3222
All Regional Recyclers of Wood, LLC	<u>Clean Wood, Leaves and Grass</u>	104 Wooster St.	Bethel	Robert Rybnick, Jr.	203-791-9010
Apothecaries Hall Enterprises, LLC	<u>Clean Wood, Leaves and Grass</u>	166 Windsorville Rd.	East Windsor (Broad Brook)	Kevin Charbonneau	860-528-7551
Arrow Electronics, Inc.	<u>Universal Waste and Compatible Solid Wastes</u>	100 Helmsford Way	Windsor	Josh Constable	860-502-1678
B&L Construction, Inc.	<u>Clean Wood, Leaves and Grass</u>	756 Middlesex Tpke.	Old Saybrook	Allen Hull	860-388-9665
CCJ Green Recycling	<u>Clean Wood, Leaves and Grass</u>	116 Beach Pond Rd.	Voluntown	Belinda Wiese	860-376-9663
Central CT Recycling & Transfer, LLC	<u>Recyclables</u>	22 Burton Dr.	Cheshire	Bonnie Wallinger	203-272-1992 203-727-4039
Central CT Resource Recovery, LLC	<u>Clean Wood, Leaves and Grass</u> <u>Construction &amp; Demolition</u> <u>Recyclables</u>	65 Triano Drive	Southington	Ralph Holyst	860-426-8583
Connecticut Oil Recycling Services, LLC	<u>Recyclables</u>	27 Mill Street	Middletown	David Favale	860-347-7979
CWPM, LLC	<u>Clean Wood, Leaves and Grass</u> <u>Construction &amp; Demolition</u>	20 Lorenz Industrial Pkwy	Ledyard	Carl Oberg	860-747-1335

Company	Authorization(s)	Facility Address	Town	Contact	Phone
	<u>Recyclables</u>				
CWPM, LLC	<u>Clean Wood, Leaves and Grass</u> <u>Construction &amp; Demolition</u> <u>Recyclables</u>	45 Fourth Street	New London	Carl Oberg	860-747-1335
D.W. Transport & Leasing, Inc	<u>Clean Wood, Leaves and Grass</u>	33-38 Pequot Rd	Uncasville	David Waddington	860-848-1692
F. E. Crandall	<u>Recyclables</u>	21 Lorenz Industrial Pkwy	Ledyard	Frank Crandall	860-536-0657
Ferris Mulch Products, LLC	<u>Clean Wood, Leaves and Grass</u>	77 Turkey Plain Road	Bethel	Percy Ferris	203- 223-4544
F&G, LLC	<u>Recyclables</u>	260 Railroad Hill Street	Waterbury	John Pizzimenti	860-745-3215
G&G Earth Materials, LLC	<u>Recyclables</u>	200 Damascus Rd.	Branford	Ron Ghiroli	203-488-1573
GER, Inc	<u>Clean Wood, Leaves and Grass</u>	2 Old Nod Rd.	Clinton	Jennifer Damon	203-375-7962
Greater Bridgeport Community Enterprises, Inc	<u>Recyclables</u>	459 Iranistan Avenue	Bridgeport	Adrienne Farrar Houel	203-212-3860
Green Hills Recycling & Landscaping Products, LLC	<u>Clean Wood, Leaves and Grass</u>	264 Ruby Road	Willington	Michelle Maglieri	860-648-2247
Harvest New England	<u>Clean Wood, Leaves and Grass</u>	232 Colt Highway	Farmington	Chris Field	860-674-8855 x-304
Incorporated Industries, LLC	<u>Clean Wood, Leaves and Grass</u>	180 West Newberry Rd.	Bloomfield	Ken Ouellette	860-242-0150
Infoshred, LLC	<u>Recyclables</u> <u>Universal Waste and Compatible Solid Wastes</u>	3 Craftsman Road	East Windsor	Michael LeClair	860-627-5800

<b>Company</b>	<b>Authorization(s)</b>	<b>Facility Address</b>	<b>Town</b>	<b>Contact</b>	<b>Phone</b>
Kurt Lenahan	<u>Clean Wood, Leaves and Grass</u>	Toddy Hill Rd	Newtown	Kurt Lenahan	203-648-2592
Murphy Road Recycling, LLC	<u>Recyclables</u>	1300 Seaview Avenue	Bridgeport	John Pizzimenti	860-745-3215
Murphy Road Recycling, LLC	<u>Recyclables</u>	182 Danbury Road	New Milford	John Pizzimenti	860-745-3215
Newberry Road Enterprises, LLC	<u>Clean Wood, Leaves and Grass</u>	68 Newberry Rd.	East Windsor	Steve Dearborn	860-716-0226
New Haven Waste Recovery Systems, LLC	<u>Clean Wood, Leaves and Grass</u> <u>Construction &amp; Demolition</u> <u>Recyclables</u>	1002 Middletown Avenue	Northford	Dennis Bozzuto	203-484-0281
Nomani Bros.	<u>Recyclables</u>	101 Powdered Metal Rd	North Haven	Salman Nomani	203-919-6891
Paine's Leasing, Inc.	<u>Construction &amp; Demolition</u> <u>Recyclables</u>	54 Floydville Rd.	East Granby	Michael Paine	860-658-9481
Patterson Enterprises, LLC	<u>Clean Wood, Leaves and Grass</u> <u>Construction &amp; Demolition</u> <u>Recyclables</u>	551 Broad Street	Bristol	Mike Patterson	860-302-8598
Running Brook Farms, LLC	<u>Clean Wood, Leaves and Grass</u>	219 Route 80	Killingworth	Scott Papoosha	860-391-5449
Scott Road Holdings, LLC	<u>Clean Wood, Leaves and Grass</u>	80-84 Scott Road	Prospect	Robert Sachs	203-488-3502
Site One Landscape Supply, LLC	<u>Clean Wood, Leaves and Grass</u>	1081 King Street	Greenwich	Joe Cassick	203-712-1122
Soundview Landscape Supply	<u>Clean Wood, Leaves and Grass</u>	50 Industry Dr.	West Haven	Phil Grande	203-931-1230

<b>Company</b>	<b>Authorization(s)</b>	<b>Facility Address</b>	<b>Town</b>	<b>Contact</b>	<b>Phone</b>
Stafford Sand & Gravel, LLC	<u>Clean Wood, Leaves and Grass</u>	156 Cooper Lane	Stafford Springs	Larry Vaughn	860-684-2789
Stillwood Farm	<u>Clean Wood, Leaves and Grass</u>	75 Barrows Rd	Easton	Paul Falco	203-268-8994
Supreme Forest Products, Inc	<u>Clean Wood, Leaves and Grass</u> <u>Construction &amp; Demolition</u> <u>Recyclables</u> <u>Universal Waste and Compatible Solid Wastes</u>	25 Brixton Rd	West Hartford	Kevin Boucher	860-485-0343
Tallon Lumber, Inc.	<u>Clean Wood, Leaves and Grass</u>	Tallon Dr.	North Canaan	Jim Tallon	860-824-0733
Take 2, Inc	<u>Universal Waste and Compatible Solid Wastes</u>	122 Avenue of Industry	Waterbury	Mick Schum	203-286-5757
THAC, LLC aka Belltown Recycling Center	<u>Clean Wood, Leaves and Grass</u> <u>Construction &amp; Demolition</u> <u>Non-RCRA Hazardous Waste and Compatible Solid Wastes</u> <u>Recyclables</u> <u>Universal Waste and Compatible Solid Wastes</u>	25 Old Coach Rd.	East Hampton	Joe Warner	860-267-7140
The Good Earth Tree Care, Inc	<u>Clean Wood, Leaves and Grass</u>	540 Longbrook Avenue	Stratford	Jennifer Damon	203-375-7962

Company	Authorization(s)	Facility Address	Town	Contact	Phone
Villimantic Waste Paper Company, Inc	<a href="#">Recyclables</a>	182 Route 32	North Franklin	Tim DeVivo	860-423-4257
Willimantic Waste Paper Company, Inc	<a href="#">Recyclables</a>	Rogers Road	Norwich	Tim DeVivo	860-423-4257
Windsor Sanitation	<a href="#">Recyclables</a>	33 Mucko Road	Bloomfield	Lucien Cance, Jr	860-688-3955
Winter Bros. Transfer Stations of CT aka Mom & Pop Drop Off Center	<a href="#">Recyclables</a>	307 White Street	Danbury	Bill Aduliet	516-754-9047
Winthrop Construction, LLC	<a href="#">Clean Wood, Leaves and Grass</a>	121 Winthrop Road	Deep River	Nick Olsen	860 322-4562

**Disclaimer:** The Connecticut Department of Energy and Environmental Protection (DEEP) maintains this content on its web site to enhance public access to information and facilitate understanding of waste reduction, reuse and recycling. The DEEP is not recommending these resources over any others and recognizes this may represent only a partial listing of resources.

**PROPOSAL FOR SIMSBURY BULKY WASTE TRANSFER STATION  
OPERATION**

Date June 4, 2019

To: Director of Finance  
Town of Simsbury  
933 Hopmeadow St.  
Simsbury, CT 06070

Sir:

1. Proposal of Paine's, Inc.

(hereinafter called **OPERATOR**), organized and existing under the laws of the State  
of Connecticut doing business as a corporation  
\_\_\_\_\_\*

In compliance with your **Request for Proposal**, dated May, 2019, **Operator** hereby  
proposes to perform all work for the **BULKY WASTE TRANSFER FACILITY  
OPERATIONS** in strict accordance with the **DOCUMENTS**, within the time set  
forth therein, and at the prices shown for each item on the **Proposal Form**.

2. The undersigned **Operator** does hereby declare and stipulate that this proposal is  
made in good faith, without collusion or connection with any other person or persons  
bidding for the same work; that no person or persons other than those named herein  
are interested in this proposal or in the contract proposed to be taken; that no person  
acting for or employed by the Town of Simsbury is directly interested therein, or in the  
supplies or works to which it relates, or in any portion of the profits thereof contrary to  
the ordinances of said Town and laws of the State of Connecticut; that it is made in  
pursuance of and subject to all the terms and conditions of the **Request for Proposal  
Documents and Agreement** pertaining to the work to be done, all of which have been  
examined by the undersigned; that the site of the **facility** has been examined; that it is  
understood that the town, its agents and employees are not to be in any manner held  
responsible for the accuracy of, or bound by, any estimates, subsurface information or  
plan of borings relative to the work and appearing on plans or in the foregoing notice;  
and that all such estimates, etc., are to be considered solely for the purpose of filling  
out and comparing the several proposals.

\* Insert "a corporation", "a partnership", or "an individual" as applicable.

3. The undersigned further agrees, in case of a corporation or fictitious trade name, that an acceptable certificate will be filed showing the proper officer or person authorized to sign said contract.
4. And the undersigned agrees to furnish satisfactory bonds and insurance, and to execute within ten (10) days after satisfactory agreement development, a formal agreement with the Town of Simsbury, for the fulfillment of this proposal, and it is agreed that in case of failure on the part of the undersigned to do so, the Town of Simsbury will consider the **Operator** to have abandoned the agreement.
5. The undersigned **Operator** agrees to abide by the requirements of EXECUTIVE ORDER NO. 11246, as amended.
6. All the various phases of operations enumerated in the detailed proposal Specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the **Operator** under one of the items listed in the Operations Proposal Form, irrespective of whether it is named in said list.
7. Payment for various services will be made directly to the **Operator** by facility users.
8. 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.

**OPERATOR** Paine's, Inc.

Seal, (if a corporation)

BY

Julie Paine-Miller

TITLE

Vice-President

ADDRESS

P. O. Box 307, Simsbury, CT 06070

(Business Address) 54 Floydville Road, East Granby, CT 06026

TELE. (860 ) 844-3000

Subscribed and sworn to before me,

Commissioner of the Superior Court

The signed this 3rd day of

Notary Public

June, 2019

My Commission expires

**MARY A. GIRARD**

**NOTARY PUBLIC**

MY COMMISSION EXPIRES JUNE 30, 2022

-2-

If a Partnership, the partners are:

Full Name	Residence
_____	_____
_____	_____
_____	_____

If a Corporation, the officers are:

Full Name	Residence
<u>Michael R. Paine Sr.</u>	President <u>72 Holcomb St., Simsbury, CT 06070</u>
<u>Michael R. Paine Sr.</u>	Treasurer <u>72 Holcomb St., Simsbury, CT 06070</u>
_____	Directors _____
<u>Julie Paine-Miller</u>	Vice President <u>14 North Road, East Granby, CT 06026</u>
_____	_____

(I/We have)

\*~~(XXXXXX)~~ previously performed work subject to the President's Executive Order Number 11246 or any preceding Executive Order.

Signed   
Julie Paine-Miller  
 Vice President

\*Cross out words not applicable

**PROPOSAL FORM**

Proposed fees may be based on vehicle class, volume, weight, or type of waste; or a combination of methods.

**Vehicle Class**

**Fee Per Vehicle**

Automobile, station wagon, passenger van, SUV:	\$ <u>30.00</u> *
Small pick-up truck (6' long body), 2 wheel light trailer:	\$ <u>40.00</u> *
Large Pick-up truck (8' long body), tag-along trailer:	\$ <u>60.00</u> *

\*See attached Fee Schedule

**Weight of Load**

**Fee Per Unit of Weight (pound,ton)**

\$ N/A per \_\_\_\_\_

**Volume of Load**

**Fee Per Unit of Volume (Cu.ft., Cu.yd.)**

\$ Varies\*\* per cubic yard

\*\*depends on the material type

**Items**

<b><u>Tires:</u></b> Automobile & motorcycle	\$ <u>7.00</u> each off rim
Truck, bus, & 4-wheel drive	\$ <u>12.00</u> each off rim
Off-road equipment	\$ <u>32.00</u> each off rim
<b><u>Appliances with Freon or equivalent:</u></b>	\$ <u>25.00</u> each
<b><u>Brush, limbs and clean wood (specify any cost per unit):</u></b>	\$ <u>20.00</u> per cubic yard
<b><u>Logs (specify any cost per unit):</u></b>	\$ <u>20.00</u> per cubic yard
<b><u>Shingles and roofing (specify any cost per unit):</u></b>	\$ <u>40.00</u> per cubic yard

\* \* \* \* \*

**List fees, if any, for additional items required to be handled**

<b><u>Item</u></b>	<b><u>Cost per Unit</u></b>
<u>Automobile &amp; motorcycle tire on rim</u>	\$ <u>17.00</u> per each
<u>Truck, bus &amp; 4 wheel drive tire on rim</u>	\$ <u>22.00</u> per each
<u>Off road equipment tires on rim</u>	\$ <u>42.00</u> per each
<u>Propane Tanks 30 lbs.</u>	\$ <u>10.00</u> per each

**PROPOSAL FORM**

Page 2

**List fees for optional items that Operator may offer to handle:**

<u>Item</u>	<u>Cost per Unit</u>
Propane Tanks 40 lbs. _____	\$ 20.00 per each
Heavily soiled or wet mattress/box springs _____	\$ 30.00 per piece
_____	\$ _____ per _____
_____	\$ _____ per _____

\* \* \* \* \*

**Submission Requirements**

Submit responses to information requested in "**SUBMISSION REQUIREMENTS**" section of RFP on separate sheets of paper and attach to this Proposal Form.

**Alternates**

If the operator wishes to submit proposals to receive other types of materials and/or materials from other Towns, the types of materials and other Towns shall be clearly identified. If different fee schedules result from these alternatives, the fees shall be specified.

end



# Town of Simsbury

033 WOLFMEADOW STREET P O BOX 495

## SIMSBURY BULKY WASTE FACILITY 66 WOLCOTT ROAD PROPOSED TOWN APPROVED FEE SCHEDULE

HOURS: Wednesday and Saturdays from 8:00 am – 3:00 pm  
PLEASE ARRIVE BY 2:45 PM

Permit Fee for 12 months (July 1 – June 30).....\$20.00  
One Week Permit.....\$ 5.00

Single small items up to 1/3 c.y ..... \$ 5.00/each item-SENIOR CITIZEN\*\*

\*\* (65 years or older – documentation required)

Single small items up to 1/3 c.y ..... \$12.00/each item

Large single item up to 2/3 c.y ..... \$18.00/each item

Automobile station wagon, passenger van, SUV ..... \$30.00/load

Small pick-up truck, 2 wheel light trailer: ..... \$40.00/load

Large pick-up truck/tag-along trailers ..... \$60.00/load

Loose Brush ..... \$20.00/c.y

Shingles/Roofing Materials ..... \$40.00/c.y.^

Tires off rim– Auto Size ..... \$ 7.00/each

Tires off rim– Truck Size ..... \$12.00/each

Tires off rim – Off Road ..... \$32.00/each

Appliances with Freon/CFU's ..... \$25.00/each

Propane Tanks 20 lbs – must be empty ..... \$ 5.00/each

Scrap Metal & White Goods– Single Item ..... \$ 5.00/each

Scrap Metal & White Goods– Pick-up Load ..... \$10.00

Mattresses\*\*\*

Crib ..... N/C

Full ..... N/C

Queen/King ..... N/C

\*\*\*Wet, heavily soiled mattress/box spring will be accepted at \$30.00 per piece. Mattress/box spring not accepted if infested with bed bugs

### NO CHARGE FOR THE FOLLOWING RECYCLABLE ITEMS EXCEPT PERMIT FEE

NEWSPAPER  
AUTOMOTIVE BATTERIES  
CANS  
LEAVES\*  
PAINT

MAGAZINES  
MOTOR OIL  
JARS  
ELECTRONICS\*

JUNK MAIL  
PLASTIC #'S 1 through 7  
GRASS CLIPPINGS\*  
MATTRESSES

### Special Conditions

\*NO PERMIT FEE FOR THESE ITEMS

\*\*Senior Citizen – 65 or older – documentation required – Single item only

^^Shingles/Roofing material delivered ONLY in automobiles, Pick-up trucks and self unloading trailers – **NO COMMERCIAL LOADS**

Limbs/logs/clean lumber: MAX length 6 ft: MAX diameter 3 ft.

Stumps: MAX diameter 3 feet

### Method of Measurement

1 c.y = 1 cubic yard = 3 feet x 3 feet x 3 feet = 27 c.f.

This Fee Schedule has been developed so that bulky waste disposal and recycling services can continue to be offered to Simsbury residents. Recycling drop off remains free with the purchase of the annual permit.

The reasons for these changes reflect environmental permit conditions and the costs associated with handling, shipping and disposal of bulky waste. In order to control your costs, recycle all appropriate material and dispose any non-recyclable material in your curbside container that will fit. If you have any questions, please contact Paine's, Inc. at (860) 844-3000.



# Town of Simsbury

66 TOWN FOREST ROAD, WEST SIMSBURY, CONNECTICUT 06092  
Phone (860) 658-3222 Fax (860) 408-5416 E-mail [troy@simsbury-ct.gov](mailto:troy@simsbury-ct.gov)

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

## LEGAL NOTICE REQUEST FOR PROPOSALS

The Town of Simsbury is accepting sealed proposals from individuals or firms for the full operating responsibilities, including supplying all labor, materials and equipment for the operation of the Bulky Waste and Recycling Transfer Facility at 66 Wolcott Road in Simsbury. A complete bid package is available on line at: <https://www.simsbury-ct.gov/finance/pages/public-bids-and-rfp>

Inspection of the site is by appointment only and should be arranged through the Town of Simsbury Public Works Department at (860)658-3222.

To be considered, sealed proposals labeled "Bulky Waste and Recycling Transfer Facility Operations" shall be received by the office of the Finance Director, 933 Hopmeadow Street, Simsbury, CT 06070 no later than 10:00am on Tuesday June 4, 2019.

Thank you,

A handwritten signature in black ink that reads "Thomas J. Roy". The signature is written in a cursive style.

Thomas J. Roy, PE  
Director of Public Works

***REQUEST FOR PROPOSAL***

***FOR***

***BULKY WASTE TRANSFER FACILITY OPERATIONS***

***66 WOLCOTT ROAD  
SIMSBURY, CONNECTICUT***

***MAY 2019***

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## **1.0 GENERAL INFORMATION**

The Town of Simsbury is accepting sealed proposals for the operation of a Bulky Waste Transfer Facility on Town property located at 66 Wolcott Road, Simsbury, CT. The selected **Operator** must be prepared to take over all operations on August 1, 2019.

The **Operator** shall be required to receive bulky waste and MSW reject items and transfer that waste to an approved licensed disposal facility. Waste shall be accepted from, at least, the classes of vehicle types, as described in the Request for Proposal. The **Operator** may process clean lumber, brush, logs, and stumps on site, with a detailed program to dispose of the processed wood materials. The **Operator** may earn and retain any revenue from the sale of scrap metal and used motor oil.

The **Operator** shall pay the utility companies for all utility services at the site; utility accounts will be transferred to the **Operator**. The **Operator** may use Town owned buildings or portions of the buildings, as agreed upon by the Town.

The Town shall continue to operate a recycling operation for loose and bagged leaves. While the Town, or its contractor, will be responsible for these recycling operations, the **Operator** shall arrange its operations in a cooperative manner with the Town so as not to interfere with recycling operations.

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.

The Town may dispose of small quantities (not to exceed 1 ton/month) of bulky waste and MSW reject items at the **Operator's facility**, at no charge to the Town. The Swap Shack operated by Town volunteers may dispose of up to three cubic yards of materials per month at no cost.

Inspection of the site may be arranged by contacting Thomas J. Roy, P.E., Director of Public Works, at (860)658-3222. Please note that all equipment on site is owned by the current operator, including the compactor. Any questions about this project should be directed to: Mr. Thomas J. Roy, Director of Public Works by fax (860) 408-5416, or by mail to the Department of Public Works, 933 Hopmeadow Street, Simsbury, CT 06070. To receive consideration, such questions must be received at least five (5) business days before the established date for receipt of proposals. No oral interpretations shall be made to any respondent as to the meaning of any of the proposal documents. Every request for an interpretation shall be made in writing.

The Town will respond to all appropriate questions received via an addendum available to all prospective proposers. Such addenda will become part of this Request for Proposals and the resulting contract. At least two (2) days prior to the receipt of proposals, the Town will post a copy of any addenda to its website, located at:

<https://www.simsbury-ct.gov/finance/pages/public-bids-and-rfp>. It shall be the responsibility of each Respondent to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

Any Proposal may be withdrawn prior to the scheduled time for the opening of Proposals or authorized postponement thereof. Any Proposal received after the time and date specified shall not be considered. No prospective **Operator** may withdraw a Proposal within 30 days after the actual date of the opening thereof.

The Town of Simsbury reserves the right to waive any informality in or to reject any or all Proposals or to accept any Proposal which, in their opinion, is in the best interest of the Town of Simsbury whether or not such proposal has the lowest fee schedule. The Contractor must be responsible and qualified and have previously done work of a similar nature.

The Town may make such investigations as it deems necessary to determine the ability of the Prospective **Operator** to perform the work, and the Prospective **Operator** shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any Proposal if the evidence submitted by, or investigation of such Prospective **Operator** fails to satisfy the Town that such Prospective **Operator** is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

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 named 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 acceptable Bond (or Bonds) in such form and sum as may be satisfactory to the Town. The premiums on such Bond shall be paid by the **Operator**. If the **Operator** fails to provide or maintain adequate bonding, the agreement will be considered abandoned.

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, Damage, 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 there from; 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 of damages, compensation or benefits payable by or for the **Operator** or any **Subcontractor** under Workman's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

The Town, within ten (10) days of receipt of the acceptable 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 the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Town.

The Agreement contains the provisions required for the operation of the Facility. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the **Operator** or relieve them from fulfilling any of the conditions of the Agreement.

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

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 they will be deemed to be included in the Agreement the same as though herein written out in full. The Operator shall comply with all provisions of the Connecticut DEEP permit for the operation of this facility DEEP Permit No. 1280909-PO.

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

The information contained in this RFP was compiled from various sources. It shall be the responsibility of the prospective **Operator** to ascertain the accuracy of the information as it may relate to specific proposals. The Town of Simsbury shall not be responsible for inaccurate information.

## **2.0 SUBMISSION REQUIREMENTS**

A sealed Proposal must be submitted on or before **Tuesday, June 4, 2019** to:

Ms. Amy Meriwether, Finance Director  
Town of Simsbury  
933 Hopmeadow Street  
Simsbury, CT 06070-0495

Each Proposal must contain the following:

1. **Principals** -The names, addresses and qualification credentials of the prospective **Operator** (individuals and all officers for that company and subcontractors).
2. **Experience** - List of similar operations, including name of facility, location, contact person and telephone number.
3. **Fee Schedule** - A fee schedule shall be submitted for, at least, the following classes of vehicles and/or items. Fees may be based on vehicle type, size of load, or weight of load.
  - a. Automobile, station wagon, large SUV and passenger mini van
  - b. Small pickup truck (6' long body) and 2-wheel light trailer
  - c. Large pick-up truck (8' long body) and tag-along trailers
  - d. Tires
  - e. Automotive batteries
  - f. Used motor oil
  - g. Appliances with freon, or similar coolant
  - h. Shingles and roofing materials
  - i. White goods and scrap metal

The Fee Schedule must clearly define the method of applying fees (vehicle class, size of load or weight of load) to vehicles or to items including any permit fees charged to residents. If load size or load weight is to be used, the means of determining size or weight shall be described. The facility does not have a scale, if weight is to be used the **Operator** will be responsible for providing a suitable scale

If the **Operator** chooses to accept larger size vehicles and/or other items, a detailed description of the vehicles and items, along with the fee schedule shall be submitted.

4. **Methods of Handling** - The equipment proposed to be used to handle and transfer bulky waste must be specified. The **Operator** must be prepared to use permanent equipment, as specified in the CT DEEP for the operation of this facility. The **Operator** shall supply and operate sufficient transfer equipment such that undue delay is not created for users.

5. **Transfer Station Operation Personnel** - The **Operator** must specify whether or not the responsible operation personnel possess Connecticut DEP 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.

6. **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.
7. **Disposal Sites** - The **Operator** shall identify facilities that are proposed to receive bulky waste and MSW rejects. Evidence shall be submitted which verifies that such facilities are approved, by the appropriate State agency, for receiving the bulky waste and MSW rejects. Monthly reports shall be submitted from each such facility, identifying types and amounts of materials received.
8. **Special Conditions** - The **Operator** shall clearly describe any responsibilities of the Town of Simsbury. If there are any time limits, such as duration of interim **Operators**, time to convert to permanent operations, and minimum length of agreement, then these time limits shall be clearly stated.
9. **Town Charges to Operator** - The intent is that the Town will provide **NO** personnel or equipment for use by the Operator.
10. **Site Conditions** - The **Operator** shall be responsible for snow plowing, ice control, sweeping and general orderliness of the transfer facility. 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.
11. **Use of Town Buildings at site** -The **Operator** shall specify if Town buildings, completely or partially, are proposed to be utilized in the Bulky Waste Transfer facility operations.
12. **Time of Agreement** - The agreement for the operation of this facility shall be for a two year period with the option for three separate one year extensions if mutually agreeable to both parties, allowing for a maximum contract term of five years. Fees will be reviewed on an annual basis and may be modified based on mutual agreement and the approval of the Board of Selectmen.
13. **Communications with Users** - The **Operator** shall have a staffed office where users can obtain information and shall have a recorded information line concerning bulky

waste transfer facility operating hours and fees. The **Operator** shall clearly describe how these requirements will be met.

14. **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.
15. **Proposal Package** - The prospective **Operator** shall sign the submission package, print/type name and title of signer, provide the address of the individual or firm, and provide a telephone number of the individual or firm's office.
16. **Certificate of Non-Collusion** - The prospective **Operator** shall submit a Certificate of Non-Collusion with the corporate seal, and notarized.
17. **Violations Disclosure** - Each individual or firm, which is submitting a proposal, shall be prepared to disclose any current, or from the past 3 years, notice of:
  - CT DEP/Federal EPA violations or fines
  - OSHA violations or fines
  - State/Federal tax law violations or liens

Unsatisfactory records, in the opinion of the Simsbury's Board of Selectmen shall result in an individual's or firm's proposal being eliminated from further consideration.

Convictions of any individual or firm's principals of a felony or misdemeanor for having intentionally, knowingly, or with criminal negligence violated State or Federal environmental law or permits shall result in an individual's or firm's proposal being eliminated from further consideration.

### **3.0 OPERATION GUIDELINES**

The facility shall be operated, at a minimum, on Wednesday and Saturday from 8 am to 3 pm. The **Operator** shall indicate if additional open days will be provided.

Only waste generated from within the Town of Simsbury is proposed to be received at the transfer facility. If the **Operator** plans to receive waste from outside Simsbury, the other towns to be served shall be specified and the types of materials to be received from these other town shall be specified. Sources and types of waste to be received must be specifically approved by the Simsbury Board of Selectmen.

As a minimum, the classes of vehicles and items to be received shall be as specified in this Request for Proposal. Additional classes of vehicles and other items may be received at the option of the **Operator**. The **Operator** shall identify any additional vehicle classes and materials.

All equipment and operations shall be in compliance with the DEEP Transfer Station Permit.

The **Operator** shall be permitted to charge a fee, as established on the fee schedule for an annual permit and a one day permit. **Operator** shall make reasonable efforts to verify all permit holders are current residents of Simsbury.

The selected **Operator** shall provide a Certificate of Insurance and proof of Workers Compensation coverage.

The Town will maintain a Transfer Station Permit from the Connecticut DEEP. The **Operator** shall be named as the responsible party on this permit, shall be prepared to submit required information to the State and shall comply with all requirements of the permit. The **Operator's** personnel shall possess, or obtain, the required certificates and all of the **Operator's** equipment shall be in compliance with the permit.

The operator will be responsible for any on-site equipment, transfer equipment, equipment maintenance and related cost.

The Operator may develop a set of rules for the facility. Such rules shall be subject to the approval, modification and/or rejection by the Town of Simsbury's Board of Selectmen, or their designee, whose action will not be unreasonably withheld.

The **Operator** shall maintain daily records and shall provide, to the Town, monthly reports for all recycled, transferred and processed materials. Reports shall specify, at least, that information required under CT DEEP Permit No. 12801167-MTSGP, paragraph 12.

All facilities that the **Operator** proposes to utilize for Bulky Waste and MSW Reject disposal shall be approved by the appropriate State agency and shall remain approved, and in compliance with State regulations.

No on-site processing of Bulky Waste and MSW Rejects shall be allowed, except for brush, branches, logs, clean lumber or stump processing; or other specific processing that may be authorized by the Town and by the appropriate State agencies. The **Operator** shall be responsible for obtaining any required permits.

The **Operator** shall comply in all respects with the Equal Employment Opportunity Act. Each **Operator** with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the **Operator** does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and target dates to assure the implementation of equal employment. Each contractor with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, or age. Findings of non-compliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of the agreement.

The **Operator** shall participate in collection of paints and stains via the PaintCare program. Participation shall include all necessary coordination and training.

The **Operator** shall participate in collection of mattress and box springs in accordance with CT Public Act 13-42 and the Mattress Recycling Council. Residents holding a valid landfill permit shall be allowed to dispose of mattress at no cost.

The **Operator** shall participate in the CT DEEP E-Waste recycling program and collect electronics covered under this program at no cost to all Simsbury residents – a landfill permit is not required for disposal of E-Waste under this program.

Insurance shall be provided by the **Operator**, at its own expense, as specified on the following page.

#### **4.0 INSURANCE REQUIREMENTS**

The firm must carry insurance under which the Town is named as an additional insured, as follows:

Such insurance must be by insurance companies licensed to write such insurance in Connecticut against the following risks with the following minimum amounts and minimum durations.

- A. Workman's Compensation, as required by State Statute.
- B. Public Liability, Bodily Injury Liability and Property Damage Liability as follows:
  - Injury or death of one person: \$1,000,000
  - Injury to more than one person in a single accident: \$1,000,000
  - Property damage in one accident: \$1,000,000
  - Property damage in all accidents: \$1,000,000
- C. Automobile and Truck (Vehicular) Public Liability, Bodily Injury Liability and Property Damage Liability as follows:
  - Injury or death of one person: \$1,000,000
  - Injury to more than one person in a single accident: \$1,000,000
  - Property damage in one accident: \$1,000,000
  - Property damage in all accidents: \$1,000,000

Insurance under B and C above must provide for a 30 day notice to the Town of cancellation/or restrictive amendment.

Insurance under B and C above must be for the whole duration of the contract and for twelve (12) months after acceptance of the project by the Town.

Subcontractors must carry A, B, and C in the same amounts as above for the duration of the project and until acceptance by the Town.

Certificates of insurance must be submitted to the Director of Public Works prior to the signing of the contract and within ten days of notification of award of contract. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Director of Public Works shall be notified and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Director of Public Works.

Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful and substantial breach of this contract.

## **5.0 OPERATOR SELECTION GUIDELINES**

**Qualification** - Each individual or firm, which is submitting a proposal, shall be prepared to show evidence of having satisfactorily carried out similar work, or shall submit a complete plan of organization, equipment and financing. Inability to do either to the satisfaction of the Simsbury Board of Selectmen shall result in an individual's or firm's proposal being eliminated from further consideration.

**Fee Schedule** - Selection of an **Operator** shall give consideration to the proposed fee schedule for the minimum classes or vehicles and items that must be received and transferred, at the facility.

Other services beyond the minimum required will also be considered in the overall evaluation of a prospective **Operator**.

**Agreement** - An agreement will be negotiated with the selected **Operator**. If an agreement cannot be acceptably concluded within thirty (30) days, the negotiations will be terminated. This deadline period may be extended only by the Town and only for good cause.

**Presentation** - The prospective **Operator** may be requested to make a formal presentation to the Board of Selectmen.

## **6.0 AVAILABLE INFORMATION**

The following information is available on the town's website under BIDS and RFP's:

1. Quarterly Reports for the past year as submitted to the DEEP. These reports provide general information on the types of waste and recyclables accepted at the facility.
2. Stormwater Pollution Prevention Plan for the facility at 66 Town Forest Road.
3. DEEP Permit for Facility: 12801167-MTSGP

**PROPOSAL FOR SIMSBURY BULKY WASTE TRANSFER STATION  
OPERATION**

Date \_\_\_\_\_

To: Director of Finance  
Town of Simsbury  
933 Hopmeadow St.  
Simsbury, CT 06070

Sir:

1. Proposal of \_\_\_\_\_

(hereinafter called **OPERATOR**), organized and existing under the laws of the State

of \_\_\_\_\_ doing business as \_\_\_\_\_

\_\_\_\_\_\*

In compliance with your **Request for Proposal**, dated \_\_\_\_\_, **Operator** hereby proposes to perform all work for the **BULKY WASTE TRANSFER FACILITY OPERATIONS** in strict accordance with the **DOCUMENTS**, within the time set forth therein, and at the prices shown for each item on the **Proposal Form**.

2. The undersigned **Operator** does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work; that no person or persons other than those named herein are interested in this proposal or in the contract proposed to be taken; that no person acting for or employed by the Town of Simsbury is directly interested therein, or in the supplies or works to which it relates, or in any portion of the profits thereof contrary to the ordinances of said Town and laws of the State of Connecticut; that it is made in pursuance of and subject to all the terms and conditions of the **Request for Proposal Documents and Agreement** pertaining to the work to be done, all of which have been examined by the undersigned; that the site of the **facility** has been examined; that it is understood that the town, its agents and employees are not to be in any manner held responsible for the accuracy of, or bound by, any estimates, subsurface information or plan of borings relative to the work and appearing on plans or in the foregoing notice; and that all such estimates, etc., are to be considered solely for the purpose of filling out and comparing the several proposals.

\* Insert "a corporation", "a partnership", or "an individual" as applicable.

3. The undersigned further agrees, in case of a corporation or fictitious trade name, that an acceptable certificate will be filed showing the proper officer or person authorized to sign said contract.
4. And the undersigned agrees to furnish satisfactory bonds and insurance, and to execute within ten (10) days after satisfactory agreement development, a formal agreement with the Town of Simsbury, for the fulfillment of this proposal, and it is agreed that in case of failure on the part of the undersigned to do so, the Town of Simsbury will consider the **Operator** to have abandoned the agreement.
5. The undersigned **Operator** agrees to abide by the requirements of EXECUTIVE ORDER NO. 11246, as amended.
6. All the various phases of operations enumerated in the detailed proposal Specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the **Operator** under one of the items listed in the Operations Proposal Form, irrespective of whether it is named in said list.
7. Payment for various services will be made directly to the **Operator** by facility users.
8. 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.

**OPERATOR** \_\_\_\_\_  
Seal, (if a corporation)  
BY \_\_\_\_\_  
TITLE \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
(Business Address) \_\_\_\_\_  
\_\_\_\_\_  
TELE. ( ) \_\_\_\_\_

If a Partnership, the partners are:

Full Name

Residence

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---

---

---

If a Corporation, the officers are:

Full Name

Residence

---

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---

---

President \_\_\_\_\_

Treasurer \_\_\_\_\_

Directors \_\_\_\_\_

(I/We have)

\*(I/We have not) previously performed work subject to the President's Executive Order  
Number 11246 or any preceding Executive Order.

Signed \_\_\_\_\_

\_\_\_\_\_

\*Cross out words not applicable

**PROPOSAL FORM**

Proposed fees may be based on vehicle class, volume, weight, or type of waste; or a combination of methods.

<u>Vehicle Class</u>	<u>Fee Per Vehicle</u>
Automobile, station wagon, passenger van, SUV:	\$ _____
Small pick-up truck (6' long body), 2 wheel light trailer:	\$ _____
Large Pick-up truck (8' long body), tag-along trailer:	\$ _____

<u>Weight of Load</u>	<u>Fee Per Unit of Weight (pound,ton)</u>
	\$ _____ per _____

<u>Volume of Load</u>	<u>Fee Per Unit of Volume (Cu.ft., Cu.yd.)</u>
	\$ _____ per _____

<u>Items</u>	
<u>Tires:</u> Automobile & motorcycle	\$ _____ each
Truck, bus, & 4-wheel drive	\$ _____ each
Off-road equipment	\$ _____ each
<u>Appliances with Freon or equivalent:</u>	\$ _____ each
<u>Brush, limbs and clean wood (specify any cost per unit):</u>	\$ _____ per _____
<u>Logs (specify any cost per unit):</u>	\$ _____ per _____
<u>Shingles and roofing (specify any cost per unit):</u>	\$ _____ per _____

\* \* \* \* \*

**List fees, if any, for additional items required to be handled**

<u>Item</u>	<u>Cost per Unit</u>
_____	\$ _____ per _____

**PROPOSAL FORM**

Page 2

**List fees for optional items that Operator may offer to handle:**

<u>Item</u>	<u>Cost per Unit</u>
_____	\$ _____ per _____

\* \* \* \* \*

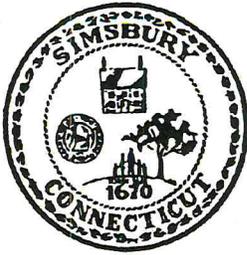
**Submission Requirements**

Submit responses to information requested in “**SUBMISSION REQUIREMENTS**” section of RFP on separate sheets of paper and attach to this Proposal Form.

**Alternates**

If the operator wishes to submit proposals to receive other types of materials and/or materials from other Towns, the types of materials and other Towns shall be clearly identified. If different fee schedules result from these alternatives, the fees shall be specified.

end



# Town of Simsbury

66 TOWN FOREST ROAD  
Phone (860) 658-3222

WEST SIMSBURY, CONNECTICUT 06092  
Facsimile (860) 408-5416

Public Works Department

## ADDENDUM #1 TO REQUEST FOR PROPOSALS BULKY WASTE AND RECYCLING TRANSFER FACILITY

The following responses are made in response to written questions received. All responses are intended to clarify the original document and are **NOT** intended to replace any portion of the RFP, unless specifically noted.

1. Will the RFP be publicly read and available for public review at the time of the RFP opening?

*Yes.*

### 2. Submission Requirements:

- a. Item 7 Disposal Sites:

States monthly reports shall be submitted from each facility receiving material for disposal. Reports are currently provided to the Town by the Operator specifying types of loads and disposal sites used. Will that still be acceptable to the Town?

*Yes*

- b. Item 10 Site Conditions:

What is required of the Operator for site maintenance under the facility storm water permit?

*Compliance with SWPPP, Section 4.1, Good Housekeeping.*

- c. Item 13 Communications with Users:

Will it be acceptable to the Town for the Operator to have a recorded message that directs residents to the Town's website for hours of operations and fees for the Simsbury Bulky Waste Facility?

*Yes*

### 3. Additional Data 3:

- a. Section 1.1 of the Stormwater Pollution Prevention Plan (SWPPP):

This section references the Parks and Golf Service Facility located at 76 Hop Brook Road in Simsbury. Should it reference the Simsbury Bulky Waste Facility located at 66 Wolcott Road, Simsbury?

*Yes. The Simsbury Bulky Waste/Recycling Facility is located at 66 Wolcott Road, Simsbury, CT 06070. The Parks & Golf Facility was listed in error.*

The bid opening will remain as scheduled at 10:00 a.m., June 4, 2019, at 933 Hopmeadow Street, Simsbury, CT 06070.



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Vacation Carryover Requests

2. **Date of Board Meeting:** June 24, 2019

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

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

If the Board of Selectmen supports approving the vacation carryover requests, the following motion is in order:

*Move, effective June 24, 2019, to approve the vacation carryover requests as presented in the table below and requiring Selectmen action. Further stipulate that the approved excess vacation days must be used on or before December 31, 2019. Any unused approved excess vacation days still on the books as of January 1, 2020 will be forfeited. Should the employee leave service for any reason, including but not limited to retirement or resignation, they will not be paid out for the approved unused excess vacation days authorized by the Board of Selectmen.*

5. **Summary of Submission:**

Pursuant to our Union contracts and Personnel Rules and Regulations, vacation carryover requests in excess of ten days must be reviewed and approved or denied by the Board of Selectmen. Most recently two requests were approved at the June 10, 2019 Board of Selectmen meeting. It is standard practice for vacation carryover requests of up to ten days to be reviewed and approved or denied by the Chief Executive.

Unlike the rest of our workforce, per Section 9.10.C of the Personnel Rules and Regulations the Town Manager's (formerly First Selectman) carryover, even if it is fewer than 10 days, must be approved by the Board of Selectmen. As a matter of good practice, I have the Deputy Town Manager review and sign off on my leave request forms and my leave is tracked in a manner consistent with our workforce. I have scheduled time off in July and August.

Due to a vacancy at the Library Ms. Ray (Head of Adult Services) was unable to fully utilize her earned vacation time; she plans to utilize the excess time prior to October 1. Preparation for Mr. Thibeault's (Recreation Supervisor) summer season was busy and therefore he was unable to use the hours he is requesting; he plans to utilize the excess time by the end of August. Mr. Casiano (Parks Superintendent) was unable to use all of his accrued time due to a heavy workload, particularly with spring athletic field and

park preparations; he plans to utilize the excess time before August 1<sup>st</sup>. Mr. Berg (Sr. Crew Leader) has an upcoming scheduled vacation and he plans to use his time in the first two weeks of July.

The vacation carryover requests are as follows:

<b>Name of Staff</b>	<b>Vacation Carryforward Request CEO/Department Head Approval</b>	<b>Vacation Carryforward Request Amount Needing BOS Approval</b>	<b>Total Vacation Carryforward Total Request</b>
Maria Capriola	N/A	17.23 hours	17.23 hours
Susan Ray	80 hours	23.04 hours	103.04 hours
John Thibeault	70 hours	14 hours	84 hours
Orlando Casiano	80 hours	40 hours	120 hours
James Berg	80 hours	76 hours	156 hours

If the Board of Selectmen supports granting the excess vacation carryover requests above the normally permitted ten days, I would recommend you do so with the following caveats:

- The approved excess vacation days must be used on or before December 31, 2019. Any unused approved excess vacation days still on the books as of January 1, 2020 will be forfeited.
- Should an employee leave service for any reason, including but not limited to retirement or resignation, they will not be paid out for the approved unused excess vacation days.

**6. Financial Impact:**

There is no direct financial impact associated with staff carrying forward the requested earned vacation time.

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

None



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Resolution to Encourage the Public to Take Preventive Measures from Feeding Wildlife
2. **Date of Board Meeting:** June 24, 2019
3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager; Eric Wellman, First Selectmen; Sean Askham, Selectman and Public Safety Liaison *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**  
If the Board of Selectmen is supportive of formally encouraging the public to take preventive measures from feeding wildlife, the following motion is in order:  
  
*Move, effective June 24, 2019, to formally encourage residents to take preventive measures from feeding wildlife. More specifically, residents are encouraged to:*
  - *not use bird feeders, particularly during warmer months;*
  - *not leave trash outside overnight or unsecured on the morning of trash pick-up;*
  - *not intentionally feed wildlife.*
5. **Summary of Submission:**  
As you know from data provided to you in your March 11, 2019 packet, our Town is experiencing significant growth in calls for service related to bear activity. To help deter problematic bear and other wildlife activity, residents are encouraged to:
  - not use bird feeders, particularly during warmer months;
  - not leave trash outside overnight or unsecured on the morning of trash pick-up;
  - not intentionally feed wildlife.

The Public Safety Sub-Committee reviewed the bear population referral from the Board of Selectmen at their June 20<sup>th</sup> meeting. The Committee supports the Board's efforts in educating the public about the negative impacts of unintentionally and intentionally feeding wildlife.

Staff from the Police Department will be assisting with a public education campaign regarding this topic later this year. Last fall, the Town distributed tips for preventing bears from rummaging through trash receptacles and our Animal Control Officer participated in a bear forum to educate members of the public on bear safety tips.

We will continue to share data and information regarding this topic and our bear population with the Farmington Valley Collaborative and DEEP officials as it becomes available.

**6. Financial Impact:**

Indirect costs will be incurred for staff time dedicated to information dissemination activities.

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

None



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Sale of Tax Liens: Halmar, Inc., Parcel on Hopmeadow Street, Map H02, Block 403, Lot 1A
2. **Date of Board Meeting:** June 24, 2019
3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**  
If the Board of Selectmen supports selling the tax liens for this parcel as presented, the following motion is in order:

*Move, effective June 24, 2019 to adopt the attached resolution to sell and assign the tax liens pursuant to CGS Section 12-19h in order to resolve the tax arrearage associated with the Halmar, Inc. parcel on Hopmeadow Street, Map H02, Block 403, Lot 1A.*

5. **Summary of Submission:**

The parcel on Hopmeadow Street, Map H02, Block 403, Lot 1A, which is a portion of a larger developed property located at 1 Salmon Brook Street in Granby, was originally included in the tax sale list. Based on the circumstances, the property owner has offered to purchase the tax liens under General Statutes Section 12-195h to resolve the tax arrearage.

This parcel is not developable. For the 2004-2007 tax years, the assessment on the Simsbury portion was \$4,510. For the tax years 2008-2012, the assessment increased to \$59,140 based on a town-wide revaluation. For the 2013 tax year, the assessment was set at \$49,670 based on that year's revaluation assessment. For the 2014-2018 tax years, the assessment was reduced to \$8,830. Throughout this time, there were no physical changes to the parcel.

In reviewing the assessment history, it became clear that the revaluations in 2008 and 2013 wrongly valued the parcel as "buildable" in Simsbury. A correction was made in 2014 to more accurately reflect the value of the parcel as a remnant of the Granby parcel that happens to be located in Simsbury by virtue of the Town line running through the Granby property.

The owner's representative would like to clear up the tax arrearage. He has paid the taxes for the 2004-2007 tax years. He is willing to pay a corrected amount for the 2008-2018 tax years if the balance owed is reduced to an amount that accurately reflects its value in those Grand List years.

The Town Attorney has prepared the attached resolution.

**6. Financial Impact:**

Under current law, the Assessor cannot make a correction on prior Grand List years except within three years of the due date of tax. Instead, the tax liens may be sold for the 2008 to 2013 tax years (Grand List years 2007 to 2012) for the amount that would have been due (including interest) had the mistake not occurred. The Assessor has calculated that amount to be \$3,603.55.

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

- a) Proposed Resolution - Sale of Tax Liens: Halmar, Inc., Parcel on Hopmeadow Street, Map H02, Block 403, Lot 1A
- b) Halmar, Inc. Property Assessment Analysis

**RESOLUTION**

**Sale of Tax Liens:  
Halmar, Inc. Parcel on  
Hopmeadow Street, Map H02, Block 403, Lot 1A**

**WHEREAS**, Halmar, Inc., 522 Salmon Brook Street, Granby, Connecticut owns the above-described parcel (“the Parcel”) located in Simsbury, Connecticut; and

**WHEREAS**, the Parcel is that portion of the Halmar property located at 1 Salmon Brook Street, Granby, Connecticut that is situated in the Town of Simsbury; and

**WHEREAS**, because the Parcel is located in Simsbury, it is included on the Simsbury Grand List as a taxable parcel; and

**WHEREAS**, the Parcel is not a buildable lot, has no road access in Simsbury and is contributory land to the Granby property; and

**WHEREAS**, for Grand List years 2003 through 2006, the Simsbury taxes due on the Parcel ranged from \$158 to \$172 per year; and

**WHEREAS**, as a result of the town-wide revaluation of the 2007 Grand List, the taxes increased to \$1,812, which was the result of a classification error; and

**WHEREAS**, for the 2013 Grand List, the error was corrected and the taxes were reduced to \$338 per year; and

**WHEREAS**, the property taxes for the 2003 to 2006 Grand List years have been paid in full; and

**WHEREAS**, Brian Pierce of Pierce Construction (Pierce) operates his business at the 1 Salmon Brook Street, Granby location; and

**WHEREAS**, Pierce desires to pay the corrected taxes, interest and fees for the 2007 through 2017 Grand List years to bring the account current; and

**WHEREAS**, Simsbury Tax Assessor has calculated the corrected taxes, interest and fees due and owing for the 2007 through 2012 Grand Lists to be \$3,603.55.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The Simsbury Board of Selectmen approves the sale and assignment of the 2007 through 2012 Grand List tax liens for the Parcel as provided by law to Pierce for \$3,603.55; and
2. The Town Attorney is authorized to prepare all required documents to consummate the sale and assignment; and
3. The Town Manager is authorized to execute all documents necessary to complete the sale and assignment; and
4. The sale and assignment is contingent on Pierce or the Property Owner bringing all taxes for the Parcel current through July 1, 2019.

**Halmar Hypothetical Tax 2007-2012 Lists**

<b>Fiscal Year Beginning July 1 of:</b>	<b>Assessment List of October 1:</b>	<b>Town</b>	<b>Fire District</b>	<b>Total</b>	<b>revaluation</b>	<b>Actual Assessment</b>	<b>Hypothetical Assessment</b>	<b>Town Tax 7/1</b>	<b>Town Tax 1/1</b>	<b>Fire District Tax 7/1/</b>	<b>Total Tax</b>	<b>Months</b>	<b>Interest to 6/30/2019 on First Installment</b>	<b>Months</b>	<b>Interest to 5/31/2019 on Second Installment</b>	<b>Months</b>	<b>Interest to 6/30/2019 on Fire District</b>	<b>Total Interest</b>	<b>Lien Fees</b>	<b>Total That would be Due to Town as Illustrated</b>	<b>Actual Total Due to Town as of May 2019</b>
2008	2007	29.60	1.05	30.65	*	59,140	7,390	\$109.37	\$109.37	\$7.76	\$226.50	132	\$216.55	126	\$206.71	131	\$15.25	\$423.26	\$24.00	\$666.00	\$5,260.58
2009	2008	30.10	1.05	31.15		59,140	7,390	\$111.22	\$111.22	\$7.76	\$230.20	120	\$200.20	114	\$190.19	119	\$13.85	\$390.39	\$24.00	\$658.44	\$4,901.53
2010	2009	30.55	1.03	31.58		59,140	7,390	\$112.88	\$112.88	\$7.61	\$233.37	108	\$182.87	102	\$172.71	107	\$12.21	\$355.58	\$24.00	\$625.16	\$4,649.26
2011	2010	30.86	1.02	31.88		59,140	7,390	\$114.03	\$114.03	\$7.54	\$235.60	96	\$164.20	90	\$153.94	95	\$10.74	\$318.14	\$24.00	\$588.48	\$4,367.65
2012	2011	31.37	1.03	32.40		59,140	7,390	\$115.91	\$115.91	\$7.61	\$239.43	84	\$146.05	78	\$135.61	83	\$9.47	\$281.66	\$24.00	\$554.56	\$4,105.48
2013	2012	37.29	1.22	38.51	*	49,670	6,210	\$115.79	\$115.79	\$7.58	\$239.16	72	\$125.05	66	\$114.63	71	\$8.07	\$239.68	\$24.00	\$510.91	\$3,765.45
								\$679.20	\$679.20	\$45.86	\$1,404.26		\$1,034.92		\$973.79		\$69.59		\$144.00	<b>\$3,603.55</b>	\$27,049.95



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Town Manager Goals July 1, 2019 – June 30, 2020

2. **Date of Board Meeting:** June 24, 2019

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

4. **Action Requested of the Board of Selectmen:**  
If the Board of Selectmen is supportive of the Town Manager's goals as presented, the following motion is in order:

*Move, effective June 24, 2019, to adopt the Town Manager's Goals for July 1, 2019 – June 30, 2020 as presented.*

*Further move that the Personnel Sub-Committee assist with prioritizing the goals.*

5. **Summary of Submission:**  
Concepts related to the proposed goals were discussed at the Personnel Sub-Committee meeting on June 13<sup>th</sup>. These goals provide an important framework for me and the organization to focus our efforts for the upcoming year. The goals are broken down into categories such as Human Resources & Labor Relations, Economic Development, Financial Management, and Special Projects. When developing this list, I also considered the Board of Selectmen's adopted goals and economic development priorities. I recognize that while the list is ambitious, it provides a framework for work that will be performed in the coming years.

Committee members have not yet had the opportunity to provide assistance in prioritizing the goals. If the Board would like to proceed with prioritization of the goals, the Personnel Sub-Committee can assist with that task at their July 11<sup>th</sup> meeting.

6. **Financial Impact:**  
None

7. **Description of Documents Included with Submission:**  
a) Draft Town Manager Goals, July 1, 2019 – June 30, 2020  
b) Board of Selectmen 2018-2019 Goals



# Town of Simsbury

## Town Manager Goals, July 1, 2019 – June 30, 2020 *Adopted XXX, 2019 by Board of Selectmen*

### Human Resources/Labor Relations

<i>Priority</i>	<i>Goal</i>
	Complete negotiations for successor collective bargaining agreements with: IBPO pension agreement (police); AFSCME (parks and public works), dispatchers, and all 3 unions represented by CSEA. Implement wage, benefits, and other ratified changes.
	Conduct second annual leadership retreat. Research and conduct other professional development opportunities for small group/departmental work (funds permitting). Identify customer service training for staff.
	Review and revise personnel and administrative policies. Finalize FOIA policy for the town, FOIA form, and centralized process for handling requests.
	Issue a RFQ for defined contribution and deferred compensation administrative services. If a new vendor is selected, proceed with implementation.
	Issue a RFQ for pension counsel.
	Issue a RFQ for pension and OPEB actuarial services.

### Economic Development

<i>Priority</i>	<i>Goal</i>
	Support the work of the Economic Development Commission.
	Conduct visitations and outreach with the business community. Continue quarterly business roundtable events. Implement annual business visitations with large employers and taxpayers.
	Assist special villages with initiatives related to special events, infrastructure improvements, and economic development.
	Research tax increment financing (TIF) districts. Present findings to Economic Development Commission. Pending feasibility of a TIF(s) for Simsbury, proceed to make recommendations to the Board of Selectmen.
	Research business incentives, policies, and programs. Present findings to Economic Development Commission. Provide recommendations for updates to our existing Business Development Incentive Policy and process.
	Conduct planning studies of downtown properties identified by the Charrette as underutilized (funds permitting).



# Town of Simsbury

## **Financial Management**

### *Priority*

### *Goal*

Prepare and submit FY 20/21 operating and capital budgets in accordance with Charter timeline requirements. Continue to refine and develop our budgeting process for the CNR Fund (capital projects under \$250,000).

Implement a new financial management and human resources software system.  
Implement electronic timekeeping and leave accruals for our workforce.

Assist in revising our Debt Management Policy.

Continue to update the budget document to reflect GFOA recommended best practices for budget document presentation.

Complete a cost recovery and community use analysis of the Parks and Recreation Department. Support work group to review recommendations from the analysis.  
Implement recommendations as feasible.

## **Special Projects**

### *Priority*

### *Goal*

Negotiate and update the operations agreement between the Town of Simsbury and the Simsbury Meadows Performing Arts Center, Inc.

Complete the parks and open space master plan.

Update our open space stewardship and acquisition policies. Begin to develop open space land management policies and updates to our agricultural leases.

Complete the new Park at 1 Old Bridge Road in a manner that is both financially responsible and consistent with the approved concept plans.

Establish a capital project for a potential splash pad project. Support and coordinate fundraising and planning efforts.

Conduct Phase II for the public safety radio system feasibility study. Begin preparing the project for referendum.

Evaluate opportunities for sharing resources with the Board of Education, starting with Information Technology. Formally document existing shared service arrangements with the BOE.

Issue a RFQ for the Town Facilities Master Plan. Begin study.

Submit a proposal to the Board of Selectmen to create a senior services volunteer driving program to expand resources for our senior transportation network.

**2018-2019 BOARD OF SELECTMEN GOALS - ADOPTED 11/26/18**

Topic Area	Goals	Prioritization	Short-Term or Long-Term	Strategic or Administrative
<b>Financial Management</b>	● Invest in modern financial management systems to improve processes, accountability, and reporting	High	Short-Term	Administrative
<b>Financial Management</b>	● Improve transparency in financial reporting; implement regular reporting from Director of Finance	Medium	Short-Term	Administrative
<b>Financial Management</b>	● Increase coordination with BOE - explore areas for further collaboration, possible shared services	Medium	Long-Term	Strategic
<b>Infrastructure</b>	● Invest in north end (i.e. Wagner parcel)	Medium	Long-Term	Strategic
<b>Financial Management</b>	● Evaluate tax rate, overall spending	Medium	Short-Term	Strategic
<b>Financial Management</b>	● Capital projects management - improve tracking and monitoring; discuss role of Public Building Committee and Town Manager	Medium	Short-Term	Administrative
<b>Financial Management</b>	● Establish performance measurements, benchmarking metrics to assist with long range planning	Medium	Long-Term	Administrative
<b>Maintaining Quality of Life/Community Character</b>	● Explore opportunities for people on fixed incomes to stay in town; focus on "age friendly" community	Medium	Long-Term	Strategic
<b>Maintaining Quality of Life/Community Character</b>	● Maintain balance between development and rural community character, sense of place	Medium	Long-Term	Strategic
<b>Maintaining Quality of Life/Community Character</b>	● Preservation of open space, development of assets that highlight community character (e.g. tobacco barns, covered bridges, etc.)	Medium	Long-Term	Strategic
<b>Infrastructure</b>	● Identify a solution for the Curtiss Park - Tariffville bike path connector	Medium	Short-Term	Strategic
<b>Infrastructure</b>	● Improve cell service coverage on Route 10; explore potential locations for new towers	Medium	Short-Term	Strategic
<b>Transportation</b>	● Volunteer driver program for seniors, disabled residents	Medium	Long-Term	Administrative
<b>Financial Management</b>	● Communicate Town Manager's role in processes and relationship with boards and commissions	Low	Short-Term	Strategic
<b>Recreation</b>	● Expand aquatics resources - splash pad, fountain, large wading pool, pool access for adults	Low	Long-Term	Administrative
<b>Recreation</b>	● Conduct analysis of special revenue fund	Low	Short-Term	Administrative
<b>Infrastructure</b>	● Explore potential for co-working space, incubator space	Low	Long-Term	Strategic
<b>Infrastructure</b>	● Invest in utilities, underground infrastructure	Low	Long-Term	Strategic
<b>Financial Management</b>	● Increase transparency of anticipated use of grant funding and adequately budget local matches	Low	Short-Term	Administrative
<b>Maintaining Quality of Life/Community Character</b>	● Identify role for fostering culture, supporting cultural events	Low	Long-Term	Strategic
<b>Recreation</b>	● Explore possibility for disc golf course	Low	Long-Term	Administrative
<b>Recreation</b>	● Expand athletics field resources (coordinate with BOE); multi-use fields	Low	Long-Term	Administrative
<b>Infrastructure</b>	● Address traffic flow on Route 10/Weatogue	Low	Long-Term	Administrative
<b>Transportation</b>	● Increased bus service; explore opportunities for fixed route service	Low	Long-Term	Administrative
<b>Maintaining Quality of Life/Community Character</b>	● Facilitate and support work of non-profits and community groups	Not Ranked	Long-Term	Strategic
<b>Infrastructure</b>	● Pursue streetscape funding for north end	Not Ranked	Long-Term	Administrative



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Appointment of Paul Kelley to the Technology Task Force
2. **Date of Board Meeting:** June 24, 2019
3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager; Melissa Appleby, Deputy Town Manager  
*Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**  
If the Board of Selectmen supports the recommendation from the Personnel Sub-Committee to appoint Paul Kelley to the Technology Task Force, the following motion is in order:  
  
*Move, effective June 24, 2019 to appoint Paul Kelley (R) to the Technology Task Force with a term expiring December 2, 2019.*
5. **Summary of Submission:**  
At the May 13, 2019 Board of Selectmen meeting the Board voted to accept the resignation of Dennis Kearns from the Technology Task Force.  
  
Per Town Charter, the person appointed by the Board of Selectmen to fill Mr. Kearns's seat must be from the same political party, in this case a Republican. The Personnel Sub-Committee interviewed applicants on June 13<sup>th</sup> with assistance from Mike Doyle, Chair of the Technology Task Force.  
  
Mr. Kearns's term was set to expire on December 2, 2019; if Mr. Kelley is appointed to fill his vacancy he will have the same expiration date.  
  
Mr. Kelley has over 35 years of experience as a systems/business analyst and has experience in network and computer hardware areas. His volunteer application is attached.
6. **Financial Impact:**  
None
7. **Description of Documents Included with Submission:**
  - a) Paul Kelley Technology Task Force Application



**Simsbury, CT**  
933 Hopmeadow Street

Phone: (860) 658-3200

## Volunteer Form

*Good Government Starts with You*

**Date Submitted:** May 10, 2019

**Name:** Paul W Kelley

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Party Affiliation:** R

**Current Occupation/Employer:** Retired

**Narrative:** Over 35 years as a systems/business analyst in the property/ casualty and group health industries.

Specifically, elicited business requirements for automated systems, supporting claim processing, data warehouses and marts, including network and computing hardware and infrastructure.

Currently, retired from private industry.

Member of Simsbury Volunteer Fire Co.

**Board(s) / Committee(s):** \_\_\_ TECHNOLOGY TASK FORCE



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

- Title of Submission:** Recommended Nomination of Thomas Potter to the Retirement Plan Sub-Committee
- Date of Board Meeting:** June 24, 2019
- Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager *Maria E. Capriola*

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

If the Board of Selectmen supports the recommendation from the Personnel Sub-Committee to nominate Thomas Potter for the Retirement Plan Sub-Committee, the following motion is in order:

*Move, effective June 24, 2019 to nominate Thomas Potter (U) for appointment by the Board of Finance to the Retirement Plan Sub-Committee as a community member at-large for a two year term.*

5. **Summary of Submission:**

The Retirement Plan Sub-Committee was formed to fulfill the duties of the Board of Finance in maintaining the Town pension and OPEB funds. According to the Charter, "The Board of Finance shall supervise and maintain the Town pension and other post-employment benefit funds in accordance with rules and regulations contained in agreements between the Town employees and the Town of Simsbury and or the Board of Education regarding pension and other post-employment benefits. The Board of Finance shall, after consultation with the Board of Education and the Board of Selectmen, ensure the pension funds are prudently invested and shall also supervise and maintain the Retiree Benefit Fund established pursuant to the Town code of ordinances and designate the annual contribution to be made to insure said pension and post-employment funds."

The Sub-Committee consists of two members of the Board of Selectmen, two members of the Board of Education, two members of the Board of Finance, and two community members at-large. Earlier this year, Selectman Chris Kelly was appointed Chair, and Board of Finance member Kevin Prell was appointed Vice Chair. The Sub-Committee meets on a quarterly basis and is staffed by the Finance Director, School Business Manager, and the Town Manager's Office. Based on the recently adopted Memorandum of Understanding regarding the Retirement Plan Sub-Committee, the Board of Selectmen is responsible for providing recommendations to the Board of Finance for community member at-large appointments.

Mr. Thomas Potter is being recommended to fill the remaining community member at-large vacancy. Mr. Potter is a Chartered Financial Analyst who is currently managing over \$2 Billion in tax exempt bonds at his job.

**6. Financial Impact:**

None

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

a) Thomas Potter Volunteer Form



**Simsbury, CT**  
933 Hopmeadow Street

Phone: (860) 658-3200

## Volunteer Form

*Good Government Starts with You*

**Date Submitted:** May 17, 2019

**Name:** Thomas L Potter

[REDACTED]

[REDACTED]

[REDACTED]

**Party Affiliation:** U

**Current Occupation/Employer:** Portfolio Manager/ Aetna

**Narrative:** I would like to volunteer to serve on the Retirement Plans Sub-Committee. I would dedicate the time required to serve on the Committee.

I hold a Bachelor of Science in Business Administration with a concentration in Finance from the State University at Albany (SUNY Albany). I am a Chartered Financial Analyst (CFA). I am currently responsible managing over \$2 billion in tax exempt bonds and over \$1.5 billion in US Treasury and agency bonds for Aetna, an affiliate of CVS. My investment experience combined with my knowledge of issues facing local and state municipalities throughout the country provide me with the skill that fit well with the Retirement Plans Sub-Committee.

**Board(s) / Committee(s):** RETIREMENT PLANS SUB-COMMITTEE



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Tourism Committee Composition and Appointment

2. **Date of Board Meeting:** June 24, 2019

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

Maria E. Capriola, Town Manager *Maria E. Capriola*

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

If the Board of Selectmen supports sending a referral to the Tourism Committee regarding its membership composition, the following motion is in order:

*Move, effective June 24, 2019 to respectfully request of the Tourism Committee a review of their membership composition. The purpose of this referral is to seek the Commission's viewpoint on its ideal number of total members. A referral response is respectfully requested by July 31, 2019.*

5. **Summary of Submission:**

The Tourism Committee has a vacancy due to a resignation of a member last fall. Per Town Charter, a person appointed by the Board of Selectmen to fill the vacant seat must be from the same political party, in this case a Democrat. The vacant term is set to expire on December 2, 2019.

Currently, the committee database maintained by the Town Clerk's Office denotes 12 membership slots for this Committee. At the time of its establishment in 1994, the total number of members for the Committee was not identified. Through staff research we have determined that the Tourism Committee has had a fluctuating number of members appointed throughout the years. The original committee in April of 1994 had 16 appointments, while only 11 members followed through and took the oath for official membership (required at that time). It is recommended that a referral be made to the Tourism Committee for the purpose of determining an ideal number of total members for that Committee.

The Republican Town Committee is recommending the appointment of Ms. Jennifer Leimbach to the Tourism Committee. If Ms. Leimbach is appointed to the Tourism Committee, the membership slots will increase from 12 to 13. The Board could opt to take action on this matter this evening, or table the appointment recommendation until the referral response from the Tourism Committee is received.

6. **Financial Impact:**

None

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

a) Biography of J. Leimbach

**Background:**

Jennifer has been with ESPN since 2015. She is currently a Manager in the Events Production Department. She came to our attention after filling out a Volunteer Form on the Town Website. Originally from Maryland she has been in Simsbury for two years and owns her home on Old Farms Road. She is interested in helping the Tourism Committee.

## **CALL TO ORDER**

The Regular Meeting of the Board of Selectmen was called to order at 6:00p.m. in the Main Meeting Room of the Simsbury Town Offices. Present were: Deputy First Selectman Christopher Kelly; Board members Sean Askham, Michael Paine, Cheryl Cook and Chris Peterson. Absent was First Selectman Eric Wellman. Others in attendance included: Town Manager Maria Capriola; Deputy Town Manager Melissa Appleby; Culture, Parks and Recreation Director Tom Tyburski; Director of Planning Mike Glidden; Town Engineer Jeff Shea; and other interested parties.

## **PLEDGE OF ALLEGIANCE**

Everyone stood for the Pledge of Allegiance.

## **PUBLIC AUDIENCE**

Joan Coe, 26 Whitcomb Drive, spoke about the possibility of the soccer field moving, the barn on the triangle, blighted structures, a Police investigation, Simsbury Farms, Simsbury Meadows, e-cigarette marketing, and solar panels, and other issues.

## **PRESENTATIONS**

### **a) 1<sup>st</sup> Annual Tourism Committee Award**

Ms. Avery, Vice Chairperson and Co-Secretary of the Tourism Committee said they began in 1994 and this is the first Town award they have given out. These people are being recognized for all their hard work in bringing in the amazing Johnson Sculptures. She awarded the First Annual Tourism Committee Award to Ferg Jansen and Lisa Gray.

Mr. Jansen said it is one thing to have a good idea, but it takes many others to make it happen. He and Ms. Gray thanked the Tourism Committee for this Award.

Mr. Kelly noted that both Ferg Jansen and Lisa Gray also won a Hometown Hero Award tonight.

### **b) Farmington Valley Health District Five-Year Strategic Plan**

Mr. Kelly said the purpose of the five year strategic plan is to improve and expand the district's community health efforts, pursue national accreditation, and to align the services to meet the ten statutorily required mandates for local health departments according to Section 19a 207a of the Connecticut General Statutes.

Ms. Capriola said this plan was discussed during budget season.

Mr. Kilbon, Chair of the Farmington Valley Health District Board and Jennifer Kertanis, Director of the Farmington Valley Health District made their presentation.

Mr. Kilbon spoke about what's changed since 2009 with statutory mandates and Connecticut Laws that were adopted in 2014. They want to be the premiere health district in the State. He said they cannot meet demands without organizational changes including additional staffing.

Ms. Kertanis spoke about essential services and what the FVHD needs to do now. The Board has chosen to be proactive in meeting statutory mandates, fiduciary responsibilities, accountability, aligning resources and strategic objectives, etc.

### **FIRST SELECTMAN’S REPORT**

Deputy First Selectman, Kelly, reviewed the First Selectman’s Report.

### **TOWN MANAGER’S REPORT**

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

Ms. Cook made a motion to amend the agenda to add an appointment to the Tourism Committee under Appointments and Resignations. Mr. Peterson seconded the motion. All were in favor and the motion passed.

### **SELECTMEN ACTION**

#### **a) Tax Refund Requests**

Mr. Askham made a motion, effective June 10, 2019, to approve the presented tax refunds in the amount of \$1,035.62 and to authorize Town Manager, Maria E. Capriola, to execute the tax refunds. Mr. Paine seconded the motion. All were in favor and the motion passed.

#### **b) Vacation Carryover Requests**

Ms. Capriola noted that Mr. Roy’s time has changed from 8 days to 3 days now.

Mr. Askham made a motion, effective June 10, 2019, to approve the vacation carryover requests, as amended in the table and requiring Selectmen action. Further stipulate that the approved excess vacation days must be used on or before December 31, 2019. Any unused approved excess vacation days still on the books as of January 1, 2020 will be forfeited. Should the employee leave service for any reason, including but not limited to retirement or resignation, they will not be paid out for the approved unused excess vacation days authorized by the Board of Selectmen. Ms. Cook seconded the motion. All were in favor and the motion passed.

#### **c) Delegation of Open Space Stewardship and Land Management Duties**

Ms. Capriola said the Board of Selectmen reviewed the request from the Open Space Committee to delegate the duties for open space stewardship and land management to them. These duties are currently held by the Conservation Commission, and the Board voted to refer consideration of the Committee’s request to the Conservation Commission. The Board received a Town Attorney opinion on this issue.

Ms. Cook made a motion, effective June 10, 2019, to delegate advisory duties related to the supervision and management of open space, including but not limited to stewardship and land management, to the Open Space Committee and to rescind those responsibilities from the Conservation Commission. Mr. Askham seconded the motion. All were in favor and the motion passed.

#### **d) Proposed Ordinance Regarding the Election of Alternates to the Planning and Zoning Commissions**

Ms. Capriola said, due to a scrivener’s error, the text outlining the number of alternates elected to the Planning Commission and the Zoning Commission was omitted during the Charter revision. The Town Attorney drafted an ordinance to clean up any perceived ambiguity regarding these numbers.

Ms. Cook made a motion to schedule a Public Hearing for 6:00 p.m. at the Board of Selectmen’s Regular Meeting on June 24, 2019 to solicit public comment on the proposed Ordinance regarding the Election of Alternates to the Planning and Zoning Commissions. Mr. Paine seconded the motion. All were in favor and the motion passed.

**e) Simsbury High School Roof Replacement Project**

Ms. Capriola said this action is required to authorize the Board of Education to apply for a Connecticut school construction grant for the partial roof replacement project at Simsbury High School. Also, a referral of this project to the Public Building Committee and authorization of preparation of schematic drawings and specifications must be made.

Ms. Askham made a motion;

- 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 a grant for the Simsbury High School Partial Roof Replacement Project.”
- b. **“RESOLVED** that the Board of Selectmen hereby establishes the permanent Public Building Committee As the building committee to the proposed Simsbury High School Partial Roof Replacement Project.”
- c. **“RESOLVED** that the Board of Selectmen authorizes the preparation of schematic drawings and outline specifications for the proposed for the proposed Simsbury High School Partial Roof Replacement Project.”

Ms. Cook seconded the motion. All were in favor and the motion passed.

**APPOINTMENTS AND RESIGNATIONS**

**a) Resignation of Brian Doonan from Simsbury Housing Authority**

Ms. Cook made a motion, effective June 10, 2019, to accept the resignation of Brian Doonan (D) as a regular member of the Simsbury Housing Authority retroactive to May 28, 2019 with thanks. Mr. Askham seconded the motion. All were in favor and the motion passed.

**b) Appointment of Sarah Summa to the Tourism Committee**

Mr. Paine made a motion, effective June 10, 2019, to appoint Sarah Summa (R) to the Tourism Committee with a term to expire on December 2, 2019. Mr. Peterson seconded the motion. All were in favor and the motion passed.

**REVIEW OF MINUTES**

**a) Regular Meeting of May 29, 2019**

There were no changes to the Regular Meeting Minutes of May 29, 2019, and, therefore, the minutes were adopted.

**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) **Welfare** – there was no report at this time.
- d) **Public Safety** – Mr. Askham said there will be a Public Safety meeting Thursday, June 20<sup>th</sup> at 7:00 a.m. in the Main Meeting Room. Discussions will include bears and a traffic advisory update as well.
- e) **Board of Education** – there was no report at this time.

**COMMUNICATIONS**

**a) Connecticutmag.com, “A Day in Simsbury,” by Erik Ofgang, June 2019**

The Board thought this was a very interesting article.

**ADJOURN**

Mr. Askham made a motion to adjourn at 7:20 p.m. Ms. Cook seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio  
Clerk

**Summary:**

**Simsbury, Connecticut; General  
Obligation**

**Primary Credit Analyst:**

Steven E Waldeck, Boston (1) 617-530-8128; [steven.waldeck@spglobal.com](mailto:steven.waldeck@spglobal.com)

**Secondary Contact:**

Victor M Medeiros, Boston (1) 617-530-8305; [victor.medeiros@spglobal.com](mailto:victor.medeiros@spglobal.com)

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Rationale

Outlook

Related Research

## Summary:

# Simsbury, Connecticut; General Obligation

### Credit Profile

US\$8.365 mil GO bnds ser 2019 due 06/15/2029

*Long Term Rating*

AAA/Stable

New

Simsbury GO bnds iss ser 2017 due 07/15/2027

*Long Term Rating*

AAA/Stable

Affirmed

## Rationale

S&P Global Ratings assigned its 'AAA' rating and stable outlook to Simsbury, Conn.'s series 2019 general obligation (GO) bonds and affirmed its 'AAA' rating, with a stable outlook, on the town's existing GO debt.

The town's full-faith-and-credit pledge secures the bonds.

We understand officials plan to use series 2019 bond proceeds, roughly \$8.4 million, to finance various school and general-purpose capital improvement projects.

We rate the town higher than the nation because we believe Simsbury can maintain better credit characteristics than the nation in a stress scenario based on its predominantly locally derived revenue base and our view that pledged revenue supporting bond debt service is at limited risk of negative sovereign intervention. In fiscal 2018, local property taxes generated 85% of town revenue, which demonstrated a lack of dependence on central government revenue. (For further information, please see our criteria, titled "Ratings Above The Sovereign: Corporate And Government Ratings—Methodology And Assumptions," published Nov. 19, 2013, on RatingsDirect.)

The rating reflects our opinion of the town's:

- Very strong economy, with access to a broad and diverse metropolitan statistical area (MSA);
- Very strong management, with strong financial policies and practices under our Financial Management Assessment (FMA) methodology;
- Strong budgetary performance, with operating surpluses in the general fund and at the total governmental-fund level in fiscal 2018;
- Very strong budgetary flexibility, with available fund balance in fiscal 2018 at 16% of operating expenditures;
- Very strong liquidity, with total government available cash at 18.9% of total governmental-fund expenditures and 3.7x governmental debt service, and access to external liquidity we consider strong;
- Very strong debt-and-contingent-liability position, with debt service carrying charges at 5.1% of expenditures and net direct debt that is 29% of total governmental-fund revenue, as well as low overall net debt at less than 3% of market value and rapid amortization, with all debt scheduled to be retired within 10 years; and
- Strong institutional framework score.

### **Very strong economy**

We consider Simsbury's economy very strong. The town, with an estimated population of 24,952, is in Hartford County in the Hartford-West Hartford-East Hartford MSA, which we consider broad and diverse. The town has a projected per capita effective buying income at 179% of the national level and per capita market value of \$139,836. Overall, market value has grown by 1.1% during the past year to \$3.5 billion in fiscal 2020. County unemployment was 4.2% in 2018.

Simsbury is about 11 miles northwest of Hartford, where many residents commute into for employment. The town is a wealthy, residential community with a small commercial and industrial sector. Residential properties account for 77% of the property tax base, followed by commercial and industrial properties at almost 10% each. Leading town employers include:

- Simsbury School District,
- Ensign-Bickford,
- Wings Media Group,
- Everest Global, and
- McClean Home Care.

There are currently multiple residential and commercial developments underway, including several multifamily apartment and condominium projects that range from 50-200 units each. Management expects these and other developments to continue to grow the tax base and support economic activity. Therefore, we expect the town's economy will likely remain very strong.

### **Very strong management**

We view the town's management as very strong, with strong financial policies and practices under our FMA methodology, indicating financial practices are strong, well embedded, and likely sustainable.

Simsbury's budgetary assumptions are conservative, coupled with the use of a five-year historical trend analysis when developing the budget. Management also makes quarterly reports on budget-to-actual results and holdings and earnings to the town board. Management also maintains a formal long-term five-year financial plan and five-year capital improvement plan (CIP) with identified funding sources. Furthermore, the town has formal investment- and debt-management and reserve policies; the debt policy limits debt service to 5%-7% of expenditures, and the reserve policy calls for maintaining available reserves at no less than 10% of expenditures. The town has adhered to these policies during the past three fiscal years.

### **Strong budgetary performance**

Simsbury's budgetary performance is strong, in our opinion. The town had operating surpluses at 2.4% of expenditures in the general fund and 3.4% of expenditures across all governmental funds in fiscal 2018.

Fiscal 2018 results include adjustments for recurring transfers and one-time capital expenditures paid for with bond proceeds. The town consistently maintained strong financial performance during the past five fiscal years.

Management primarily attributes the fiscal 2018 general fund surplus to positive variances in budget-to-actual results

for revenue and expenditures due to conservative budgeting. Officials report higher-than-budgeted buildings permit fees and property tax revenue. In addition, there were no significant unexpected expenses; snow-and-ice-removal costs came in underbudget.

Officials are projecting to end fiscal 2019 with a \$430,000 surplus. Management mainly attributes this surplus to cost savings due to strong property tax collections and higher-than-budgeted state aid.

The board of finance has adopted the fiscal 2020 \$101.2 million budget, a 3.5% increase over fiscal 2019. Based on recent performance, we expect the town will likely continue to make the necessary budgetary adjustments to maintain stable financial operations; therefore, we expect budgetary performance will likely remain strong. Property taxes generate 79% of general fund revenue followed by intergovernmental aid at 18%.

### **Very strong budgetary flexibility**

Simsbury's budgetary flexibility is very strong, in our view, with available fund balance in fiscal 2018 at 16% of operating expenditures, or \$16.7 million.

Available reserves include committed fund balance management could make available with board approval. The town has grown reserves to, what we consider, very strong levels during the past fiscal years. For fiscal 2019, management is projecting a reserve increase of about \$430,000. Management adheres to its formal reserve policy of maintaining available reserves at a minimum 10% of expenditures. Therefore, we expect budgetary flexibility will likely remain very strong.

### **Very strong liquidity**

In our opinion, Simsbury's liquidity is very strong, with total government available cash at 18.9% of total governmental-fund expenditures and 3.7x governmental debt service in fiscal 2018. In our view, the town has strong access to external liquidity if necessary.

We believe Simsbury's frequent debt issuance, including GO bonds, supports its strong access to external liquidity. The town mainly invests in certificates of deposit, mutual funds, and highly rated federal government securities. In addition, the town does not currently have any contingent-liquidity risks from financial instruments with payment provisions that change upon the occurrence of certain events. We expect liquidity will likely remain very strong because we do not expect any significant cash deterioration.

### **Very strong debt-and-contingent-liability profile**

In our view, Simsbury's debt-and-contingent-liability profile is very strong. Total governmental-fund debt service is 5.1% of total governmental-fund expenditures, and net direct debt is 29% of total governmental-fund revenue. Overall net debt is low at 1% of market value and all direct debt is scheduled to be repaid within 10 years, which are, in our view, positive credit factors.

With this issuance, Simsbury will have about \$36 million of total direct debt outstanding. Officials could issue about \$18 million of additional debt for various capital projects, including school renovations and other capital projects, as part of the CIP.

Simsbury's combined required pension and actual other-postemployment-benefits (OPEB) contribution totaled 2.3% of

## Summary: Simsbury, Connecticut; General Obligation

total governmental-fund expenditures in fiscal 2018: 1.3% represented required contributions to pension obligations and 1% represented OPEB payments. The town made its full annual required pension contribution in fiscal 2018.

Simsbury contributes to three locally administered pension plans: the general government plan for municipal employees, a police pension plan, and a board of education plan for school department employees other than teachers. The town's combined net pension liability for all three plans totaled \$16.7 million at June 30, 2018. The police plan is 85% funded while the general government plan is 79% funded and the board of education plan is 77% funded.

Simsbury also offers OPEB to eligible retirees. At June 30, 2018, the latest actuarial valuation, the unfunded liability totaled \$6 million with a funded ratio of 72%. The town's OPEB trust fund totaled \$15.4 million in fiscal 2018. Based on currently funded ratios and management's prefunding of OPEB, we view retirement costs and long-term liabilities as manageable.

### Strong institutional framework

The institutional framework score for Connecticut municipalities is strong.

## Outlook

The stable outlook reflects S&P Global Ratings' opinion of Simsbury's very strong economy, supported by its access to the Hartford MSA. In our opinion, very strong management; debt-and-contingent-liability profile; and budgetary flexibility, which we expect management will likely maintain through stable financial operations, further support the rating. Therefore, we do not expect to change the rating within the two-year outlook period.

Although unlikely, if budgetary performance were to deteriorate, leading to reserve drawdowns, we could lower the rating.

## Related Research

- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Incorporating GASB 67 And 68: Evaluating Pension/OPEB Obligations Under Standard & Poor's U.S. Local Government GO Criteria, Sept. 2, 2015
- 2018 Update Of Institutional Framework For U.S. Local Governments

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at [www.standardandpoors.com](http://www.standardandpoors.com) for further information. Complete ratings information is available to subscribers of RatingsDirect at [www.capitaliq.com](http://www.capitaliq.com). All ratings affected by this rating action can be found on S&P Global Ratings' public website at [www.standardandpoors.com](http://www.standardandpoors.com). Use the Ratings search box located in the left column.

## Summary: Simsbury, Connecticut; General Obligation

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# Town of Simsbury

## Water Pollution Control

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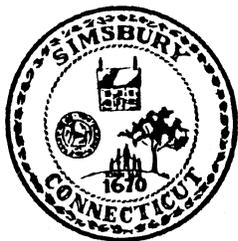
### Memorandum

**To:** Maria Capriola, Town Manager  
**From:** Anthony Piazza, Superintendent  
**CC:** Tom Roy, Public Works Director  
**Date:** June 20, 2019  
**Re:** Sewer Use increase

---

At their meeting on Thursday, June 13, 2019, the Water Pollution Control Authority held a public hearing to review a change to the Sewer Use Charge from \$352/EDU (equivalent dwelling unit) to \$360/EDU for residential customers and from \$4.46/CCF to \$4.56/CCF for non-residential customers beginning in Fiscal Year 2019/2020.

The motion was approved by the authority to increase the sewer use rates as listed above. This equates to a 2% increase in the sewer use rates for the new fiscal year. The Simsbury sewer use rates still remain substantially lower than surrounding communities.



# Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

**To:** Board of Selectmen  
**From:** Amy Meriwether, Finance Director; Maria Capriola, Town Manager  
**Date:** June 18, 2019  
**Re:** WPCA Bid Waiver Request

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The Town of Simsbury's purchasing policy states a request for qualification along with a request for proposal shall be issued for professional service contracts in excess of \$50,000. On June 12, 2019, the Finance Director received a request for waiver of the above bid procedures from Anthony Piazza, Superintendent of the WPCA. In accordance with the Town's purchasing policy, bid procedures may be waived upon the approval of both the Finance Director and Town Manager.

The attached memorandum prepared by the Superintendent of the WPCA outlines the projects included in the bid waiver request and justification for the bid waiver request. If the bid waiver request were approved, it would provide the Town with the following benefits:

1. Significant costs savings related to the project of approximately \$100,000
2. Eliminate duplication of work as AECOM (requested vendor) has already provided the majority of the analysis for the required work in past studies
3. Eliminate use of staff time in completing three different RFQ's/RFP's for three different projects that have common components

For these reasons, the Finance Director and Town Manager have determined a bid waiver to be appropriate under these circumstances. This memo serves as formal notification of an approved bid waiver request in accordance with Town policy that all bid waiver approvals be reported to the Board of Selectmen for transparency purposes.

# Town of Simsbury

## Water Pollution Control

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### Memorandum

**To:** Maria Capriola, Town Manager; Amy Meriwether, Director of Finance  
**Cc:** Tom Roy, Director of Public Works  
**From:** Anthony Piazza, Superintendent  
**Date:** June 12, 2019  
**Re:** Bid Waiver Request

---

The Water Pollution Control Authority currently has three capital projects that would require the hiring of a consultant. They are as follows:

1. Evaluate the existing dike protection system around the Water Pollution Control Facility. Budget \$75,000
2. Evaluate the need for a facility modification for removal of phosphorous from the plant effluent. Budget \$ 150,000
3. Update the Water Pollution Control Plan and Facilities Plan. The current plans were last updated in 1984 and 1999 respectively. Budget \$100,000

AECOM has provided a scope for all three projects to be completed at the same time with a contract value of \$152,684. Since this is a contract for professional services, it falls under the provisions of Purchasing Policy section A161-11. That section requires that all contracts for professional services in excess of \$50,000 are required to go out for Request for Qualifications

The WPCA has used AECOM for these projects in the past, most recently during the plant upgrade in 2006. The new projects would be an update of the existing documents and plans already created by AECOM. A majority of the analysis required for this work has been completed over the past several years by AECOM during the flow and load study. Using this information and the studies performed for the plant upgrade, AECOM would be able to complete the plan updates and evaluations at a cost savings of approximately \$100,000.

All projects have common aspects, bidding each item separately would increase the costs since and work would be duplicated.

For this reason, the WPCA is requesting a bid waiver to allow AECOM to update the existing studies and plans.



# Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

## MEMORANDUM

**To:** Board of Selectmen Members  
**From:** Maria Capriola, Town Manager  
**Date:** June 20, 2019  
**Subject:** Town Manager's Performance Review Timeline

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Following discussion with the Personnel Sub-Committee, the following timeline is planned for the Town Manager FY 18/19 Performance Review Process:

- July 12, 2019: the Town Manager submits an update on progress towards the prior year's goals. The Town Manager will also complete a self-review.
- July 13<sup>th</sup> through July 26, 2019: the Board of Selectmen completes a review review of the Town Manager utilizing an online tool.
- July 27<sup>th</sup> through August 11, 2019: the First Selectman prepares a draft review based on responses received from the online review. The Personnel Sub-Committee assists with this draft.
- August 12, 2019: the Board of Selectmen meets and reviews the report drafted by the First Selectman.
- September 9, 2019: the Board of Selectmen meets with the Town Manager to discuss the review.

Should any Board members have concerns on the proposed timeline please let me know and we can work to amend the dates and/or tasks presented above. For reference, the performance review instrument will be the same as the one used last year.