



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 25, 2018 – 6:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

FIRST SELECTMAN'S REPORT

TOWN MANAGER'S REPORT

SELECTMEN ACTION

- a) Proposed Tax Sale Policy and Appointment of Special Legal Counsel
- b) Acceptance of Emergency Management Performance Grant
- c) Acceptance of Donation from Simsbury Bank for Cadet Program
- d) Police Department Vacation Carryforward Request
- e) Proposed Public Gathering Permit – Dancing Under the Big Top
- f) Proposed Public Gathering Permit – 2018 Tariffville Farmer's Market
- g) Proposed Agreement with CNG for Service Installation
- h) Proposed Water Shortage Ordinance Referrals
- i) Proposed Letter of Support for AARP Age Friendly Community Designation
- j) Proposed Social Services Job Descriptions and Social Worker Classification
- k) Proposed Appointment of Pension Counsel
- l) Proposed Agreement for Shared Deputy Building Official
- m) Consideration of Tax Abatement For C-TEC PPA ISC, LLC



APPOINTMENTS AND RESIGNATIONS

- a) Proposed Appointment of Samuel Ziplow (D) as a Regular Member of the Historic District Commission with an Expiration date of January 1, 2019

REVIEW OF MINUTES

- a) Regular Meeting of June 11, 2018

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

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

COMMUNICATIONS

- a) FY16/17 Annual Report

ADJOURN TO EXECUTIVE SESSION

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

ADJOURN FROM EXECUTIVE SESSION

Possible action

ADJOURN



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Tax Sale Policy and Appointment of Special Legal Counsel
2. **Date of Board Meeting:** June 25, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Colleen O'Connor, Tax Collector
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
The Board has two options for action:
 - *Option A:* The Board can opt to not move forward with a Tax Sale Policy and therefore decline to pursue this matter further.
 - *Option B:* The Board can choose to further consider standards and procedures related to a Tax Sale Policy and appoint special legal counsel to assist with matters related to future tax sales.

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

Move, effective June 25, 2018 to not move forward with a Tax Sale Policy.

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

Move, effective June 25, 2018 to direct staff to develop standards and procedures related to tax sales for consideration by the Board of Selectmen. Further move to appoint the firm of Pullman and Comley LLC as special legal counsel to conduct tax sales for the Town of Simsbury and to authorize Town Manager Maria E. Capriola to execute the engagement letter as presented.

5. **Summary of Submission:**
The Revenue Collector has expressed a desire to engage in tax sales for properties seriously delinquent in their tax payments and/or sewer user fees. I am in concurrence with the Revenue Collector that proceeding with a tax sale is a more equitable means for dealing with properties significantly in arrears for their taxes and/or sewer fees than selecting properties on a case-by-case basis for foreclosure proceedings. Foreclosure proceedings are also lengthy and resource consuming.

Attorney Adam Cohen with Pullman and Comley has expertise in conducting tax sales. He will be in attendance at your June 25th meeting to briefly speak to the topic. A tax sales question and answer sheet is attached to this memorandum.

If the Board is interested in pursuing this matter, staff will work on developing standards and procedures related to tax sales, and will bring forward a detailed Tax Sale Policy to the Board at a future meeting this summer.

Staff has considered possible standards for a Tax Sale Policy, under which accounts would be considered seriously delinquent if:

1. A real estate delinquency on a single parcel is at least 3 Grand Lists late or \$20,000, whichever is first; or
2. A real estate delinquency on a single parcel which is abandoned or any vacant land and one year delinquent regardless of tax amount due; or
3. A sewer use fee or sewer assessment that is 3 years delinquent regardless of the amount due.

If a Tax Sale Policy were to be adopted with the criteria listed above, there are currently 30 properties that would be eligible for a tax sale. 10 of those properties are residential, 16 are parcels that are vacant land, and 4 owe sewer use fees only. If a policy is adopted in the near future, the tax sale would likely occur in late January 2019.

The Town has historically not conducted tax sales. However, the Town experimented with a tax sale in July 2016. The last time we conducted a tax sale was July 2016, which included 6 parcels that were vacant land and 1 vacant house that owed 5 years' worth of taxes. We had no bids on the vacant land. The house sold in the tax sale, but the bank ended up paying the winning bidder back his money plus interest.

If the Board is interested in moving forward with a Tax Sale Policy, staff recommends the appointment of Pullman and Comley LLC as special legal counsel to conduct tax sales for the Town of Simsbury. Attorney Adam Cohen has significant expertise in this subject matter and has represented 80 towns in Connecticut and dozens of districts, sewer commissions, and other municipal entities for tax sales. The Town Attorney has reviewed the attached proposed engagement letter.

6. Financial Impact:

There is currently \$786,446¹ in outstanding property tax collections and \$7,521 in sewer fees for the properties that are eligible for tax sale under the proposed Tax Sale standards. Tax bills due July 1 are not included in the outstanding amount of taxes owed.

The proposed hourly rate for Attorney Cohen is \$400. The Attorney's fees are recouped through sale of the tax delinquent property(ies), as authorized by law.

7. Description of Documents Included with Submission:

- a) Proposed Engagement Letter
- b) Adam Cohen Bio
- c) Tax Sale Questions and Answers, Source: Adam Cohen
- d) Tax Sale Benchmarking Data, 4/16/18

¹ \$295,945 for residential. \$490,501 for vacant parcels (land/homes).



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March 6, 2018

Maria Capriola, Town Manager
Town of Simsbury
933 Hopmeadow Street
Simsbury CT 06070

Re: Town of Simsbury

Dear Ms. Capriola:

You have asked my firm to represent the Town of Simsbury (“you”) in connection with revenue collections. This engagement commences when my firm receives your confirmation of this agreement’s terms.

Client and Scope of Representation. The Town is our client, and no other person or entity. You have asked us to provide you with advice and assistance relating to the collection of delinquent tax, utility, and similar accounts. These collection efforts are expected to primarily include demand letters and property auctions conducted under C.G.S. §§ 12-155 and 12-157, but may also include litigation, bank levies, bankruptcy claims, or other mechanisms as you deem appropriate in consultation with me. You will retain full discretion over which accounts you choose to refer to me for collection. For those accounts, you and the tax collector deputize and authorize us to prepare, sign, and serve demands, warrants, notices, bank account inquiries, and similar documents on the revenue collector’s behalf and to endorse and process the payments we receive for you. You agree to recall all warrants given to marshals, all accounts given to debt collection agencies, and otherwise ensure that no third party will be authorized by you to simultaneously attempt to collect the same delinquencies you refer to me.

Additional Undertakings. If you ask the firm to perform any additional work beyond this engagement, the firm will perform that work upon the same terms as stated in this agreement, unless we have obtained a new engagement agreement from you. Unless specified in this engagement, the firm is not agreeing to provide services for defending any lawsuit brought against you, arbitrations, appeals, bankruptcies, or post-judgment proceedings.

Fees and Expenses. Our fees will be based on the hourly billing rate for each attorney and legal assistant who may work on your matter, except that, in lieu of hourly rates and tracking, our fees related to the tax sale procedure for each property will be fixed by aspect of service according to the standard schedule attached to this letter. We may reduce those fixed fee amounts where we, in our sole discretion, deem it necessary in order to keep the fees reasonable

within applicable ethical rules, but we will not exceed those fee amounts without your advance written approval. Our hourly billing rates for attorneys currently range from \$210 per hour for associates to \$550 per hour for senior partners. My hourly rate currently is \$400. The hourly rate we charge for paralegal assistance currently ranges from \$125 to \$280 per hour. These hourly rates are subject to adjustment on an annual basis to reflect changes in the levels of experience of our attorneys and legal assistants and economic factors affecting the firm.

Recovery of Attorney's Fees and Expenses. By statute, reasonable attorney's fees and collection expenses are chargeable to the delinquent property and its owner. Thus, in most cases, the money recovered offsets these costs completely, so there is no need for us to bill you directly for our services related to municipal revenue collections. We therefore will not issue you bills for these collection services except in the following situations: (1) you ask my firm to represent you in litigation; (2) you decide to acquire delinquent property yourself as the purchaser or otherwise; (3) you decline to follow our advice or you provide us with inaccurate or incomplete information, which results in unrecoverable fees or expenses; or (4) you instruct us to continue pursuing an account after we advise you in writing that full recovery is unlikely. In those cases, and for legal services other than revenue collections, you will be responsible for the fees and costs as stated in the following paragraphs.

Bankruptcy Proceedings. If you ask my firm to represent you in bankruptcy proceedings for which no contested legal briefing or live court hearing is necessary, our legal fee will be 25% of all amounts actually collected through the bankruptcy plan, settlement, or otherwise, plus any out-of-pocket expenses, the remainder of which we will forward to you as the recovery upon the debt. In the event of dismissal of the bankruptcy case or default in the plan or settlement, our fees will revert from that point forward to an hourly calculation collectable from the debtor, fixed rate by tax sale, or as otherwise provided by state law and this engagement agreement. In the event of legal briefing, a live court hearing, or other contested bankruptcy litigation, our fees will revert to an hourly calculation payable by you under normal monthly invoicing. We cannot guarantee that the bankruptcy court will authorize the addition of our fees to the underlying delinquency for reimbursement.

Client Responsibilities. You agree to pay our invoices as provided below except as otherwise provided above. You must also cooperate with us and provide complete and detailed information when requested. You agree to keep us informed of any changes in your contact information. You agree that all necessary approvals for this engagement as may be required by any municipal charter, ordinance, or other regulation have been obtained, and that funding for our services has been allocated under the municipal budget.

We will include in our billings expenses we incur on your matter. Examples of expenses include photocopying, delivery service, computerized research, authorized travel, long distance phone calls, faxes, marshal fees, search and filing fees. Our representation of you may involve the assistance of outside consultants, experts or service providers such as court reporters. These type of expenses must be paid directly by you. If you are unwilling or unable to make

satisfactory arrangements to pay the additional costs of such services, we may not be able to retain such services, even if your matter would benefit therefrom.

Billing. Except as provided in the “*Recovery of Attorney’s Fees and Expenses*” paragraph above, the firm will send you monthly invoices for its services. The firm will charge interest at the rate of 1% per month (12% per annum) on any bills that remain unpaid for more than 60 days. After 60 days, we reserve the right to cease performing services for you, and to seek to withdraw our representation in any court proceeding, until satisfactory payment arrangements have been made.

No Conditions Upon Firm’s Charges. It is expressly understood that your obligations to pay the firm’s billings is not contingent upon: (a) the ultimate resolution of your matter; (b) the amount of money that is in dispute; or (c) the amount of any recovery you receive.

Opinions and Beliefs. By entering into this agreement, you acknowledge that the firm has made no promises or guarantees concerning the outcome of your matter. The outcome of any legal matter, especially negotiations or litigation, can be subject to numerous tangible and intangible factors, rendering predictions impossible. During the course of our representation, we may offer you advice and recommendations. Any statements we make, however, must be considered an expression of opinion only, based upon information available, and should not be construed as a promise or guarantee.

Conflicts. As you might expect, our firm represents clients throughout the State of Connecticut, including municipalities, boards of education, companies, individuals, financial institutions, governmental and quasi-governmental entities and associations that may have interactions with you in civil or criminal matters, not directly related to this representation. Our representation of other clients may include such things as representing a municipal government; representing the board of education; appearances before municipal boards and commissions, pursuing land use applications, and appeals from agency decisions; property valuation appeals; tax refund requests; representing purchasers of municipal obligations; foreclosures of mortgages and liens; and representation of parties in bankruptcy. You agree that we may represent other clients who may be adverse to you, including the debtor or creditor in the same or another bankruptcy or foreclosure matter or other parties in noncollection matters, provided such matters are not substantially related to the matter that we have been engaged to handle for you, and so long as we believe our responsibilities to you would not be materially limited due to such other representation.

State of Connecticut. From time to time, our firm represents the State of Connecticut or some of its agencies on totally unrelated matters. We have determined that any such unrelated matter would not in any way materially limit our representation of you in this matter. If you wish to discuss this further, please feel free to contact me.

Municipal Funds. If we come into possession of municipal funds that we hold for your benefit, you agree in accordance with C.G.S. § 7-402(b) that the firm may designate Bank of

America (where we maintain our Trustee Accounts) as the temporary deposit location for the public funds. You further agree that if the funds are to be held by the firm for less than ninety (90) days, they may be placed in an IOLTA Account, where any interest that accrues does so for the benefit of the indigent. As you know, proceeds from tax sales and other collection proceedings may be subject to certain statutory timelines requiring them to be held by our office for several months. You therefore authorize the Firm to hold all funds in trust, whether arising from debt recoveries, auction overbids, reimbursement of our fees and costs, or otherwise, for so long as may be appropriate to properly administer and complete the relevant transactions. Where a statute requires proceeds to be placed in an interest-bearing account, the Firm will follow that statutory requirement.

Electronic Communications and Confidentiality. We may communicate with you by letter, facsimile, mobile telephone, e-mail or text. If you object to our using any particular type of electronic communication, please let us know immediately and we will utilize our best efforts to honor your request.

By entering into this engagement, you recognize that the traditional rules of confidentiality of communications between a client and its lawyer may be impacted by the provisions of the Freedom of Information Act (“FOIA”). You may for example receive FOIA requests for such things as our communications with you or our billings. Accordingly, our billing time entries may be more circumspect than we might otherwise prepare for a non-governmental client to avoid the disclosure of confidential communications or advice in a billing entry. Further, we suggest you separate our privileged communications to you from records that are otherwise made available for public inspection. If you receive a FOIA request to view our communications, we would be happy to consult with you about the propriety of any disclosures of our communications, but depending upon the circumstances of our retention, the town/district attorney and/or its chief executive officer may have to be consulted as well.

Records Retention. We will retain our records for ten (10) years after the conclusion of this matter. We do not concede that our firm’s records could be deemed “public records” under FOIA. If you desire a longer retention period, then please notify us in writing.

Termination of Engagement. Either you or the firm may terminate our representation of you at any time, by written notice, subject on our part to the Connecticut Rules of Professional Conduct. If you terminate our services, you agree to promptly pay all outstanding fees and expenses. You also agree to pay our fees until such time as any required Motion to Withdraw is granted. The firm reserves the right to terminate your engagement of us if you do not honor this engagement letter, including not paying your bills.

Choice of Law, Venue and Fee Dispute Resolution. The engagement of the firm for this or any subsequent matter shall be governed by the laws of Connecticut. Should there be any dispute about the firm’s representation, the exclusive venue for the resolution of any such controversy shall be a court of competent jurisdiction within Connecticut. Notwithstanding the

foregoing, should any dispute arise over the firm's fees or expenses, or any guaranty thereof, then such dispute shall be resolved by binding arbitration in accordance with the Fee Dispute Resolution Program of the Connecticut Bar Association, found at www.ctbar.org. If this is a commercial matter, you and any guarantor acknowledge the firm shall be entitled to recover its reasonable attorneys' fees and expenses to collect its invoices, whether through court or arbitration proceedings.

This letter agreement contains the entire agreement between you and Pullman & Comley, LLC regarding the requested representation and the fees, charges and expenses to be paid. If you agree with the terms of this letter, then please return a signed copy of this letter by mail, or by e-mail with a PDF attachment to my attention at ajc@pullcom.com. If you have any questions or comments about anything described in this letter, please do not hesitate to call me. On behalf of Pullman & Comley, LLC, I look forward to assisting you.

Sincerely,



Adam J. Cohen

CONSENT TO REPRESENTATION ON STATED TERMS

The undersigned hereby approves and consents to each of the terms and conditions stated above.

The Town of Simsbury

By: _____
Its: Town Manager

Date _____

**FIXED ATTORNEY’S FEE SCHEDULE FOR REPRESENTATION
IN PROPERTY AUCTION MATTERS, PER PROPERTY SLATED**

<u>Service Performed Per Property</u>	<u>Cumulative Fee for accounts under \$5,000</u>	<u>Cumulative Fee for accounts \$5,000-\$50,000</u>	<u>Cumulative Fee for accounts over \$50,000</u>
file open and/or demand letter, process full payoff	\$245.00	\$425.00	\$695.00
slate auction and draft first levy notices	\$695.00	\$895.00	\$1,095.00
analyze title report and issue first levy notices	\$900.00	\$1,550.00	\$1,750.00
issue second levy notices	\$1,050.00	\$1,750.00	\$2,050.00
issue third levy notices	\$1,250.00	\$2,050.00	\$2,450.00
prepare auction paperwork	\$1,500.00	\$2,500.00	\$3,000.00
travel to auction and on-site preparation	\$1,800.00	\$2,800.00	\$3,400.00
conduct auction and prepare post-sale notices, paperwork, and affidavit	\$2,950.00	\$3,950.00	\$4,850.00
process post-auction redemption or deposit court overbid and issue claim rights notice	\$3,450.00	\$4,450.00	\$5,450.00

(All above include routine auction-related communications with client, debtors, lienors, and the public. Each figure includes the fee for all services listed above it; they are not added together.)

process partial payments and administer payment plans	above plus normal hourly rates
postpone/reschedule auctions, process bidder reneges	above plus normal hourly rates
post on-site property auction sign	above plus \$200.00
bankruptcy, probate, or other court/administrative litigation (appearance requires client preapproval)	above plus normal hourly rates and/or bankruptcy contingency
all costs and expenses (postage, photocopies, newspaper advertising, skip trace, mileage, etc.)	above plus actual reimbursal (no markup)

**PULLMAN
& COMLEY, LLC**
ATTORNEYS

Pulling Together. Succeeding Together.



Adam J. Cohen

Member

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Practice Areas

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Adam J. Cohen practices in the area of complex commercial litigation including creditor's rights, defamation, business evictions, consumer credit, and lien foreclosures. He also has considerable experience representing municipal and private communities throughout Connecticut. Adam organizes neighborhood districts, drafts ordinances and bylaws, enforces assessments and modernizes organic documents for municipalities, condominiums and residential associations across the state. He serves as general counsel for the Connecticut Tax Collectors' Association and chairs the firm's Municipal Law and Community Associations section. Adam often lectures officers and managers of towns, tax districts and condominiums on revenue collection strategies and other issues of interest to these communities. Adam is also the legal editor of *Common Interest*, the official magazine of the Connecticut chapter of the Community Associations Institute.

Bar and Court Admissions

Connecticut

U.S. Court of Appeals for the Second Circuit

U.S. District Court, District of Connecticut

Education

Cornell Law School, J.D., *cum laude*, 1998

Vassar College, B.A., *cum laude*, 1995; Phi Beta Kappa

Adam's published works include "Condo Law Revolution," *Common Interest Magazine*; "How to Prepare a Powerful Memo," *(ABA) Student Lawyer Magazine*; "Tax (Not Just Another) Collection: Special Considerations for Recovering Unpaid Municipal Taxes," *Connecticut Lawyer*; "Do-It-Yourself Government: Creating and Understanding Special Taxing Districts," *Connecticut Lawyer* and *Common Interest Magazine*; "Keeping the Promise: Proposed Legislation to Establish Nontransferable Elections Systems in Jurisdictions Covered by Section Four of the Voting Rights Act," *St. Mary's Law Journal*; "Disregarding the Quarrel Heard," *Connecticut Lawyer*; "The Open Door: Will the Right to Die Survive *Washington v. Glucksberg* and *Vacco v. Quill?*," *In the Public Interest*; and numerous articles in bar journals, newsletters, and magazines.

He serves as co-chair of the firm's Recruiting Committee, director of its Summer Associate Program and coordinator of its pro bono outreach programs.

News & Events

[EVENT: Condo & Home Owners Association Insurance & Legal Panel](#)

Publications & Alerts

[The Basics of Condominium Borrowing](#)

Representative Experience

- ▶ Drafts and revises charters, ordinances, rules, and policies for towns, tax districts, municipal boards and governmental authorities
- ▶ Prepares and updates declarations, bylaws, rules, and forms for condominiums, community organizations and residential associations
- ▶ Counsels municipal departments and officials on compliance with the Freedom of Information Act, taxation mechanisms and other statutory mandates
- ▶ Has collected millions of dollars in unpaid taxes and assessments for municipalities and community associations across Connecticut
- ▶ Assists contractors, building material suppliers and subcontractors with mechanic's lien foreclosures and other collections
- ▶ Defends businesses against consumers claims under the Truth in Lending, Fair Credit Billing, FACT, Fair Credit Reporting and Unfair Trade Practice Acts

Professional Affiliations

American Bar Association - Litigation Section

Connecticut Bar Association - Litigation Section

Greater Bridgeport Bar Association

State of Connecticut Judicial Branch Law Library Advisory Committee

Community Involvement

CBA Pro Bono Committee

Appointed by the mayor of Hamden to serve as a founding member of the Hamden Commission on Human Rights and Relations from 2001 to 2003, which monitors and reports on race, gender and similar issues

Graduate of Class 16 of the Bridgeport Regional Business Council's Leadership Greater Bridgeport program

Honors & Awards

Rated AV Preeminent by Martindale-Hubbell

Connecticut Tax Collectors' Association President's Award, March 2013

Named to the *Super Lawyers* "Connecticut Rising Stars" list in the area of Government/Cities/Municipalities in 2010, 2011, 2012 and 2013

"40 Under 40" Business Leaders Award from the *Fairfield County Business Journal*, June 2009

New Leaders of the Law Award for Advocacy from the *Connecticut Law Tribune*, November 2003

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What happens at the auction?

The auction usually takes place at the town hall, municipal office, or the property itself. The notices will specify the location. A sign is posted at the auction explaining the total delinquency, and rules are announced for how the auction will be conducted. The property is then auctioned to the highest bidder. Often, several delinquent properties are auctioned on the same day, one at a time. If the bids are too low, the municipality itself can bid on the property or reschedule the auction.

Who can participate in the auction?

Registration takes place at the time and place of the auction, not before. Any member of the public (other than the owner and encumbrancers) may bid on the property so long as he or she has a nonrefundable deposit in a minimum amount announced by the municipality. The deposit must be in cash or certified funds; personal checks or home equity line checks are not acceptable. Bidders must also bring government-issued ID and be prepared to provide a social security number (if bidding in their own name) or federal tax identification number (if bidding for an entity). Any member of the public may attend and observe the auction, but only those who register can bid.

Can people inspect the property before bidding?

People interested in bidding may research public records like assessment maps, field cards, land records, and similar documents, or look at the property from the road or sidewalk. They may also hire an appraisal service to conduct a curbside value estimate. No one, however, may trespass onto the property itself, or violate the privacy rights of any occupants. The municipality has no power to let interested bidders enter a property being auctioned at any time. (The only exception is that a municipality can authorize ground testing of a property with a known contamination history, with no guarantees as to the environmental condition or whether testing has been or should be done.)

How does the bidding work?

The minimum bid will be an amount determined by the municipality; it is usually the total delinquency including principal, interest, and fees due plus the cost of the auction and any jeopardy acceleration of subsequent installments (see below). Bidding will increase in an orderly fashion and as appropriate to maximize the final price. When someone is declared the highest bidder, he or she submits the deposit and must pay the rest of the bid (also in cash or certified funds) by a fixed deadline. Otherwise, the deposit is forfeited, and the next-highest bid might be accepted instead depending on the rules announced at the auction. All unsuccessful bidders get their deposits back immediately. (Some bidders name themselves as alternative payees – such as, “John Smith OR Pullman & Comley, Trustee” – to simplify getting their money back from their bank.)

What is a “jeopardy acceleration”?

Jeopardy is the acceleration of a tax or other debt owed to the municipality. Although taxes usually become due in separate installments at fixed dates throughout the year, a tax collector who believes that a future installment is unlikely to be paid on time can collect it early. This is often done when an owner has missed several payments in a row, so that future installments can be recovered at the same time as the delinquencies. If budgets or mill rates have not yet been fixed, an estimate is used for the jeopardy amount to be collected, and any balance can be reflected on the next bill.

Where does the money go?

Once paid, the winning bid is immediately used to pay the collection expenses and delinquencies owed in the order required by state law. Any money left over is put into a separate bank account and the municipality keeps the interest it earns. On the other hand, if the winning bid is less than the total delinquency, the owner continues to owe the difference, and the municipality might litigate to collect it, or pursue the person's other income or assets to the extent allowed by law.

What guarantees are given to the auction's highest bidder?

None, other than that the auction is conducted according to the proper legal procedures. The property itself is sold "as is" in every way. There is no guarantee that the property is buildable, up to code, useable for any purpose, or worth the money paid for it. The buyer has sole responsibility to figure out what he or she is getting and to seek out independent legal advice.

What happens after the auction?

After the auction, a notice identifying the highest bidder and price is sent to the owner and everyone else with a recorded interest in the property. This is also published in a local newspaper. The tax collector signs a deed transferring the property to the highest bidder, but holds it in the clerk's office for six months. Nothing else happens during this time. The taxpayer continues to own and use the property; the highest bidder still cannot enter, alter, or sell it. If the highest bidder wants to, he or she may buy insurance to protect the property from fire or loss. (The municipality can give no advice as to whether you should obtain insurance of any kind and cannot recommend any particular insurer.)

When does the highest bidder get title?

Six months after the auction, the deed which the tax collector signed is officially recorded in the land records. The highest bidder owns the property "free and clear" of other liens and encumbrances at that time, except certain kinds such as easements and other taxes. For example, the purchaser would not have to pay off the property's mortgages and judgment liens (unlike in some court foreclosures). The purchaser must pay any taxes and water/sewer charges owed to the municipality conducting the sale which occur after the first sale notice filed in the land records unless they were included in the purchase price. It is solely up to the purchaser to evict any "holdovers" – like the former owner – by legal methods. The purchaser can ask the tax collector to put an affidavit in the land records explaining the details of the tax sale, which may be needed to apply for title insurance.

What about the property's other encumbrancers?

When the highest bidder acquires the property six months after the auction, most other interests in the property are wiped out. This means that mortgages, liens, and other monetary encumbrances – even federal and state liens – the holders of which were notified or aware of the sale will become totally unenforceable against the property and its new owner, except as the notice might otherwise exempt them. The notices might identify additional liens which will survive the auction. If the municipality is holding extra money because the winning bid exceeds the total amount owed, the difference (less any other taxes or debts owed by the same owner) is sent to the local superior court. The former owner and any other person with a recorded interest in the property has 90 days to apply for a share of the money, and the court decides how to distribute it. (The purchaser cannot claim it.)

Tolland Windham County - TAX SALE SURVEY

6/20/2018 9:21

<u>Town/City</u>	<u>Contact</u>	<u>TAX SALE Y/N</u>	<u>TOWN ATTORNEY OR OTHER</u>	<u>ATTORNEY USED</u>	<u>DATE OF LAST OR UPCOMING TAX SALE</u>	<u>COMMENTS ON FEES/COST OF SALE</u>	<u>CRITERIA FOR TAX SALE</u>	<u>WHERE IS CRITERIA POSTED</u>
Canterbury	Natalie Ellston	Y	Town Atty/Myself	Rich Cody	July-15	the highest cost is the time it takes	Three or more years of unpaid taxes	in my head
Chaplin	Gay St Louis	Y	OTHER	Adam Cohen	Postponed	No Cost to the Town	Payment history determines a lot, as well as the tupe of property etc... Mobile Home, residential, vacant land and commercial. Two years is a maximum on non compliance for most properties. Atty Cohen's demand notice are a great tool and most properties are paid through him prior to the tax sale.	Town Hall Bulletin Board
Killingly	Patricia Monahan	Y	Other	Adam Cohen	June-18	aprox \$4,000 per property paid by successful bidder at sale	Properties that are four years or more delinquent.	office policy manual
Pomfret	Pamela Gaumond	Y	Other	Adam Cohen	June-15			
Putnam	Melissa Alden	Y	Other	Adam Cohen	June-18	Adam's fees	The Town and Districts of Putnam use \$5,000.00 and / or 3 years (including current) for its threshold. WPCA criteria is two billing years or \$1,000.00.	Web Page
Somers	Sherri Czyz	Y	Other	Adam Cohen	April-18	Adam's fees	Properties with 2 years delinquent taxes or delinquent taxes in access of	Tax Office P & P Manual
Sterling	Anna Gagner	Y	Other	Adam Cohen	June-18		3 years old or over \$3,000	Policy & Procedure Book
Tolland	Michele Manus	Y	Other	Adam Cohen	Fall 2018		3 Installments or \$10,000 Delinquent	Policy was adopted by the Town Council and is in the minutes as well as our office
Vernon	Terry Hjarne	Y	Other	Adam Cohen		3450-5450 range paid by taxpayer		
Willington	Lisa A. Madden	Y	Other	Adam Cohen	February-18	\$2500-\$3950 Bidder Pays; \$2500 for Town to keep land	For a residential property, if you owe more than \$3,500 or are more than two years in arrears, you will be identified for a tax sale / lien assignment. If the property is abandoned or has no residential dwelling, and you are over one year in arrears, you will be identified for a tax sale/ lien assignment. Commercial properties over one year in arrears will be identified for a tax sale/ lien assignment.	Revenue Web Page
Windham	Gay St Louis	Y	Other	Adam Cohen	1/19/2018	No Cost to Town	Payment history determines a lot, as well as the tupe of property etc... Mobile Home, residential, vacant land and commercial. Two years is a maximum on non compliance for most properties. Atty Cohen's demand notice are a great tool and most properties are paid through him prior to the tax sale.	Town Hall Bulletin Brd
Woodstock	Linda Bernardi	Y	Other	Adam Cohen	September-18	Last sale on April 2016 was paid 2 minutes before opening bid. Adam's fees.	1. Property must be sellable. 2. Real Estate taxes must be delinquent a minimum of 3 years or greater to be considered for Tax Sale. 3. Delinquent Real Estate taxes equal or greater than \$25,000 MAY be considered for Tax Sale earlier than 3 years with no attempts of payments made.	Policy & Procedure book in Office



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Acceptance of Emergency Management Performance Grant
2. **Date of Board Meeting:** June 25, 2018
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 accepting the Emergency Management Performance Grant, the following motion is in order:

Move, effective June 25, 2018 to accept the 2017 Emergency Management Performance Grant in the amount of \$11,987.50 and to authorize Town Manager, Maria E. Capriola to execute all documents related to the grant award.

5. **Summary of Submission:**
Annually, the Town submits a grant application to the state Department of Emergency Services and Public Protection for an Emergency Management Performance Grant. The grant application documents are traditionally prepared by the Fire District, but the municipal CEO is required to execute the grant application and award documents. The Fire District provides Emergency Management services to the Town. Fire Marshal/Administrative Chief Kevin Kowalski currently serves as the Town's Emergency Management Director.

The Town has received notice that it has been awarded a 2017 Emergency Management Performance Grant in the amount of \$11,987.50. In order to receive the funds, the Town Manager must execute the attached grant related documents and receive authorization from the Board of Selectmen to do so.

6. **Financial Impact:**
The Town serves as a pass through for receipt of the grant monies. Once the grant funds are received by the Town, they are then transferred to the Fire District. The grant funds are used to offset the costs of the Emergency Management Director's salary.

The grant requires a local match in the amount of \$11,987.50. The local match is provided by the Fire District, and is indirect. The indirect match of \$11,987.50 reflects part of the Fire District's contribution to Mr. Kowalski's salary.

7. **Description of Documents Included with Submission:**
 - a) Emergency Management Performance Grant Award Letter and Related Documents



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY



June 1, 2018

Ms. Maria Capriola
Town Manager
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070-

Dear Ms. Capriola:

I am pleased to forward for your signature the Emergency Management Performance Grant sub-grant award 017E128A in the amount of **\$23,975.00** (of which **\$11,987.50** is federal funding and **\$11,987.50** is sub-grantee match). The aim of this funding is to assist your community in maintaining a robust local emergency management program.

Please review the award carefully and pay particular attention to the general and special grant conditions. Afterwards, sign and date the award, initial as indicated, and return it to:

William Turley
DEMHS Region 3 Coordinator
William A. O'Neill Armory
360 Broad Street
Hartford, CT 06105-

Consistent with previous years, this sub-grant award is based on your approved grant application and your community's population.

Audit quality documentation of allowable expenditures must accompany reimbursement requests and should be submitted to William Turley, DEMHS Region 3 Coordinator, for processing. Please note that all requests must include an original signature by the local finance director or someone of equal authority on the EMPG SLA Financial Tool.

You will be sent a fully executed copy of the subgrant award for your files. We thank you for your participation in the EMPG program and your community's continued commitment to the protection of our citizens.

Sincerely,

William J. Hackett
Deputy Commissioner
State Emergency Management Director
Department of Emergency Services and Public Protection
Division of Emergency Management and Homeland Security

CC:

Mr. Kevin Kowalski, Emergency Management Director
William Turley, DEMHS Region 3 Coordinator

25 Sigourney Street, 6th floor, Hartford, CT 06106
Phone: 860.256.0800 / Fax: 860.256.0815
An Affirmative Action/Equal Employment Opportunity Employer



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
 DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY



NOTICE OF GRANT AWARD

Purpose: This document is the obligating contract between the Grantor and Grantee.

Signatory: DESPP/DEMHS Deputy Commissioner William J. Hackett or designee.

Authorizing Legislation: Sec. 662 of the Post-Katrina Emergency Management Reform Act of 2006, as amended, (Pub.L.No. 109-295)(6U.S.C. 762); the Robert T.Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub.L.No. 93-288) (42 USC 5121 et.seq);

GRANTEE INFORMATION		GRANT INFORMATION		GRANTOR INFORMATION:	
Grantee:	Town of Simsbury	DEMHS Grant #:	017E128A	Grantor:	DESPP/DEMHS
Address:	933 Hopmeadow Street Simsbury, CT 06070-	Funding Type:	Federal	Unit:	Strategic Planning Comm. Preparedness
FEIN:	066002085	Date of Award:	June 1, 2018	Address:	1111 Country Club Rd. Middletown, CT 06457
DUNS:	060670262	Start Date:	10/1/2017	POC:	William Turley
POC:	Mr. Kevin Kowalski	End Date:	9/30/2018	Phone #:	-000-000-7224
				Email:	william.turley@ct.gov

FUNDING BREAKDOWN (Summary of Attached Budget)

Total Budget:	\$23,975.00	State Match:	\$.00
Total State Funding:	\$.00	Grantee Match:	\$11,987.50
Total Federal Funding:	\$11,987.50		
Federal Awarding Agency:	US DHS	R&D Award (2CFR 200.331):	<u> </u> Yes <u> </u> No
Federal Grant No.:	EMB-2017-EP-00003	CFDA No.:	97.042
Federal Performance Period:	10/01/16-9/30/2018	Grantee Fiscal Year:	July 1 to June 30

SUMMARY DESCRIPTION OF FUNDING

Through this accord, the Town of Simsbury will use grant funding in the amount of **\$11,987.50** from the **2017 Emergency Management Performance Grant** for costs related to supporting all-hazards emergency management mission areas.

AUTHORIZATION OF AGREEMENT

My signature below, for and on behalf of the above named grantee, indicates acceptance of the above referenced award and further certifies that:

- I have the authority to execute this agreement on behalf of the grantee; and the grantee acknowledges that they have read, understand and will comply the attached budgets, general and Special Grant Conditions contained within this grant award package on the following pages.

By: _____
 (Signature of Authorized Officials)

_____ (Date)

 (Printed or Typed Name of Authorized Official)

For the Department of Emergency Services and Public Protection

By: _____
 (Signature of Authorized Officials)

_____ (Date)

DEPUTY COMMISSIONER, William J. Hackett

(Typed Name of Authorized Official)

CORE CT INFORMATION (FOR DESPP OFFICE USE)

Contract #: _____ **PO #** _____ **Receipt Date:** _____

Amount	Fund	Dept.	SID	Program	Account	CH 1	CH 2	Bud Ref	Proj.
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STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY



Federal Assurances and Certifications

The following assurances and federal forms are required by Department of Homeland Security/FEMA and the Connecticut Department of Emergency Services and Public Protection. Form usage is dependent on the project and funding source (*see breakdown below*).

Form Usage Requirements:



FEMA Form 20-16 Summary/Signature Sheet:

This is the signature page for the required assurances. Signature on this form is **REQUIRED** by all subrecipients. The subrecipient should select all that apply and sign.

FEMA Form 20-16A Assurances-Nonconstruction Programs:

This form includes all assurances for non-construction related projects (ie. salary/equipment) and is required when completing such projects with federal funding received in this grant.

FEMA Form 20-16B Assurances-Construction Programs:

This form includes all assurances for construction related projects (ie. EOC Construction) and is required when completing such projects with federal funding received in this subgrant.

FEMA Form 20-16C Certification Regarding Lobbying; Debarment:

This form explains rules regarding lobbying, debarment and other subrecipient responsibility matters. **REQUIRED** by all subrecipients.

OMB SF-LLL Disclosure of Lobbying Activities:

Only required if using federal funds for lobbying purposes.

Please initial here to indicate that you have read and understand these conditions _____
 Federal Assurances and Certifications



U.S. DEPARTMENT OF HOMELAND SECURITY
 FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

O.M.B. No. 1660-0025
 Expires July 31, 2007

FOR
 FY 2017

CA FOR (Name of Recipient)

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

- Part I** FEMA Form 20-16A, Assurances-Nonconstruction Programs
- Part II** FEMA Form 20-16B, Assurances-Construction Programs
- Part III** FEMA Form 20-16C, Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part IV** SF LLL, Disclosure of Lobbying Activities *(If applicable)*

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

 Typed Name of Authorized Representative

 Title

 Signature of Authorized Representative

 Date Signed



NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and maintaining the data needed, and completing and submitting the form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, U.S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington DC 20472. You are not required to complete this form unless a valid OMB control number is displayed in the upper corner on this form. **Please do not send your completed form to the above address.**



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NOTE: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (*including funds sufficient to pay the non-Federal share of project costs*) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4727-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P. L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IV of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912, (42 U.S.C. 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniformed Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.
8. Will comply with provisions of Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principle employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7) the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable with flood insurance purchase requirements of Section 102a of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176 (c) of the Clear Air Act of 1955, as amended (42 U.S.C. Section et seq.); (g) protection underground sources of drinking water under Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the wild and Scenic Rivers Act of 1968 (16 U.S.C. Sections 1271 et seq.) related to protecting components of the national wild and scenic rivers systems.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.



PAPERWORK BURDEN DISCLOSURE NOTICE

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NOTE"
Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain federal assistance awarding agencies may require applicants to certify additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (*including funds sufficient to pay the non-Federal Share of project cost*) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the comptroller General of the United States, and if appropriate, the States, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a paper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict to interest, or personal gain.
8. Will comply with Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's standards for a Merit System of Personnel Administration (5 C.F.R. 900-subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801-et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statues relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sections 794) which prohibits discrimination on the basis of; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-61-7) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the bases of abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the bases of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) and other non-discrimination provisions in the specific statutes(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination Statues(s) which may apply to the application.
11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interest in real property acquired for project purpose regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employment activities are funded in whole or impart with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 27a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for Federally assisted construction subagreements.



14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance in the total cost of insurable construction and acquisition is \$ 10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (E.O.) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management programs developed under the Coastal Zone Management Act of 1973 (16 U.S.C. Sections 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementations Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); (H) Protection of Endangered species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Sections 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 46s-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agencies of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117-1961, as modified (41CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organization" including but not limited to, the "Lobbying Revision" published in vol 49, Federal Register, pages 18260 through 18277 (April 27, 1984).



**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

*O.M.B. No. 1660-0025
Expires July 31, 2007*

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Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

Standard Form-LLL "Disclosure of Lobbying Activities" attached
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its recipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEE OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by;

- (a) Publishing a statement notifying employees that the unlawful manufacture, distributions
- (b) Establishing an on-going drug free awareness program to inform employees about-

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

- (1) Abide by the term of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring on the workplace no later than five calendar days after such convictions;

(e) Notifying the agency, in writing, with 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.



(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or

(2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a),(b),(c),(d),(e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Check If there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.



DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known:</i> Congressional District, <i>if known:</i> 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known:</i>	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i> _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.





State of Connecticut
Department of Emergency Services & Public Protection
Division of Emergency Management & Homeland Security



GENERAL GRANT CONDITIONS

SECTION 1: Use of Grant Funds.

The grantee agrees to expend the grant funds awarded pursuant to this agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as grantee. Grant funds shall not, without advance written approval by DEMHS, be obligated prior to the starting date or subsequent to the termination date of the grant period.

SECTION 2: Fiscal Control.

The grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of grant funds. The grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to insure that expenditures charged to grant activities are made for allowable purposes only.

SECTION 3: Retention of Records and Records Accessibility.

- 3.1. Financial records, supporting documents, statistical records, and all other records pertaining to this grant shall be retained for a period of three years starting from the date of the submission of the final expenditure report, with the following qualifications.
- 3.2. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 3.3. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.
- 3.4. The State or its representatives shall have the right at reasonable hours to examine any books, records and other documents of the grantee or its subcontractors or subgrantees pertaining to work performed under this agreement. The State will give grantee or such subcontractor or sub-grantee at least twenty-four hours notice of such intended examination. At the State's request, the grantee shall provide the State with hard copies of or magnetic tape containing any data or information relating to the State's business, which data or information is in the possession or control of the grantee. The grantee shall incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or sub-grantee relating to this grant.

SECTION 4: Insurance.

The grantee agrees that while performing any service specified in this grant, the grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with the Division of Emergency Management and Homeland Security prior to the performance of services.

SECTION 5: Conflict of Interest.

No person who is an officer, employee, consultant or review board member of the grantee shall participate in the selection, award or administration of a contract, subcontract, subgrant or agreement or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant or review board member or any member of his/her immediate family, or his/her partner, or an organization which employs, or is about to employ any of the above has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employed is related to any of the foregoing persons.

SECTION 6: Reports.

The grantee shall submit such reports as the Division of Emergency Management and Homeland Security shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and sub-grantee packets and budgets. Cash requests may be withheld by the Division of Emergency Management and Homeland Security until complete and timely reports are received and approved.



SECTION 7: Funding Limitation.

Funding of this project in no way obligates the Division of Emergency Management and Homeland Security to fund the project in excess of this grant, beyond the period of this grant, or in future years.

SECTION 8: Revised Budget.

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the grantee agrees to submit to the Division of Emergency Management and Homeland Security a revised budget and budget narrative equal to and in the same distribution as the grant award not later than 30 days after signing of the grant. Cash requests will be withheld until the revision is received and approved.

SECTION 9: Audits.

- 9.1. In accordance with the following conditions, the grantee agrees to conduct and submit to the Division of Emergency Management and Homeland Security a completed audit package with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.
- 9.2. If the grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes (C.G.S.), the grantee is required to submit a State Single Audit Report to the Office of Policy and Management. C.G.S. Section 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the grantee received State Financial Assistance from the Division of Emergency Management and Homeland Security for this grant and it is the only State Financial Assistance that the grantee has received during this fiscal period. The State Single Audit Report should be filed with the Office of Policy and Management no later than six months after the end of the audit period.
- 9.3. If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, and meets the requirements of 2 CFR Part 200, Subpart F- Audit Requirements, the grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as 2 CFR Part 200, Subpart F- Audit Requirements. This requires those state and local governments and non profit organizations which expended a total amount of Federal Financial Assistance equal to or in excess of \$750,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the grantee receives Financial Assistance under only one Federal program. For audit purposes, State or grantee match funds as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

SECTION 10: Unexpended Funds and/or Disallowed Costs.

If project costs are less than the grant, and/or any project costs have been disallowed, the grantee agrees to return the unexpended/disallowed funds to Division of Emergency Management and Homeland Security not later than 60 days following closeout of the grant.

SECTION 11: Nondiscrimination and Affirmative Action.

- 11.1. The grantee agrees and warrants that in the performance of the grant such grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.
- 11.2. The grantee agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such grantee that such disability prevents performance of the work involved.
- 11.3. The grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State Commission on Human Rights and Opportunities.
- 11.4. The grantee agrees and warrants that in the performance of the grant such grantee will not discriminate or



permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

- 11.5. The grantee agrees to provide each labor union or representative of workers with which such grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such grantee has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.
- 11.6. The grantee agrees to comply with each provision of this section and Connecticut General Statute sections 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities pursuant to Connecticut General Statute sections 46a-56, 46a-68e and 46a-68f.
- 11.7. The grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the grantee which relate to the provisions of this section and Connecticut General Statute section 46a-56.
- 11.8. If the grant is a public works contract, the grantee agrees and warrants that the grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- 11.9. Determination of the grantee's good faith efforts shall include but shall not be limited to the following factors: The grantee's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statute section 32-9n; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; and "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
- 11.10. The grantee shall include the provisions of subsections 11.1 to 11.8, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statute section 46a-56; provided, if such grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 11.11 The following subsections are set forth here as required by Section 4a-60a of the Connecticut General Statutes:
 - a) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) the contractor



agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

11.12 The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order

as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

11.13 For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced, and "mental disability means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including but not limited to, a municipality, (2) a quasi-public agency, as defined in CGS Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in CGS Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government as described in the immediately preceding enumerated items (11.1 – 11.12).

SECTION 12: Executive Orders.

12.1. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion. This Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement.

12.2. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This Agreement may be canceled, terminated, or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this Agreement.

12.3. This Agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.



SECTION 13: Americans with Disabilities Act.

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the period of award of the grant. The grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the grantee to satisfy this standard either now or during the period of the grant as it may be amended will render the grant voidable at the option of the State upon notice to the grantee. The grantee warrants that it will hold the State harmless from any liability, which may be imposed upon the State as a result of any failure of the grantee to be in compliance with this Act.

SECTION 14: Independent Contractor.

The grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the grantee will notify the Division of Emergency Management and Homeland Security of the contractor's identity.

SECTION 15: Federal Compliance and Assurances.

- 15.1 If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975 to the effect that, no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.
- 15.2 The grantee will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measurer under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands.

SECTION 16: Non-Supplanting.

- 16.1. If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the grantee agrees that these grant funds will be used so as to supplement and increase, but not supplant, the level of state, local, private and federal funds that would otherwise be made available for this project and to serve this target population, and will in no event replace such state, local, private and federal funds.
- 16.2. The grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. Division of Emergency Management and Homeland Security may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

SECTION 17: Additional Federal Conditions.

If the grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the federal grantor agency to the Division of Emergency Management and Homeland Security and which are hereby made a part of this grant award.

SECTION 18: Indemnification.

The grantee shall indemnify, defend and hold harmless the State and its successors and assigns from and against any and all (1) actions, suits, claims, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising in connection with this Agreement including, but not limited to, acts of commission or omission (collectively, the "Acts") by the grantee or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the grantee is in privity of oral or written contract; (2) liabilities arising in connection with this Agreement, out of the Grantee's Acts concerning its or their duties and obligations as set forth in this Agreement; and (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury, death and/or property damages. The Grantee shall reimburse the State, for any and all damages to the real or personal property of the State caused by the Acts of the Grantee. The State shall give to the grantee reasonable notice of any such Claim. The Grantee shall also use counsel reasonably



acceptable to the State in carrying out its obligations under this section. This Section shall survive the expiration or early termination of this Agreement, and shall not be limited by reason of any insurance coverage.

SECTION 19: Special Grant Conditions.

The grantee agrees to comply with the attached Special Grant Conditions, which have been issued in connection with this specific program, and which are hereby made a part of this award.

Please initial here to indicate that you have read and understand these conditions _____
General Grant Conditions





**UNITED STATES
DEPARTMENT OF HOMELAND SECURITY
2017 EMERGENCY MANAGEMENT PERFORMANCE
GRANT PROGRAM**

2017 Federal Grant Conditions

- I. Whistleblower Protection Act** - All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C.4712, and 10 U.S.C § 2324, 10 U.S.C. §§ 4304 and 4310.
- II. Use of DHS SEAL, Logo and Flags:** All recipients must obtain DHS' approval prior to using the DHS seal(s), logos, crests or reproduction of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- III. USA Patriot Act of 2001:** All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act)* which amends 18 U.S.C. §§ 175-175c.
- IV. Universal Identifier and System of Award Management (SAM)**
All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and the Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.
- V. Reporting of Matters Related to Recipient Integrity and Performance** If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.
- VI. Rehabilitation Act of 1973:** All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- VII. Trafficking Victims Protection Act of 2000:** All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000(TVPA)*, as amended (22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.
- VIII. Terrorist Financing** All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.
- IX. SAFECOM:** All recipients who receive awards made under programs that provide emergency communications equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- X. Reporting Subawards and Executive Compensation** All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.



- XI. Procurement of Recovered Materials** All recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable consistent with maintaining a satisfactory level of competition.
- XII. Patents and Intellectual Property Rights:** Unless otherwise provided by law, recipients are subject to the *Bayh-Dole Act, Pub. L. No. 96-517*, as amended, and codified in *35 U.S.C § 200* et seq. All recipients are subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.
- XIII. Notice of Funding Opportunity Requirements** All of the instructions, guidance, limitations and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the items and in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.
- XIV. Non-supplanting Requirement:** All recipients who receive awards made under programs that prohibit supplanting by law must ensure that the Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- XV. Lobbying Prohibitions:** All recipients must comply with 31 U.S.S. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
- XVI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)** All recipients must comply with the *Title VI of the Civil Right Act of 1964*, (Title V) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance. <https://www.dhs.gov/guidance-published-help-department-supported-orgainzations-provide-meaningfful-access-people-limited> and additional resources on <http://www.lep.gov>.
- XVII. Hotel and Motel Fire Safety Act of 1990:** In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, all recipients must ensure that all conference, meeting, convention or training space funded in whole or in part with Federal Funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.
- XVIII. Fly America Act of 1974:** All recipients must comply with *Preference for U.S. Flag Air Carriers:* (air carriers holding certificates under 49 U.S.C § 41102) for internal air transportation of people and property to the extent that such service is available, in accordance with *the International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C § 40118) and the interpretative guidelines issued by the Comptroller General of the United State in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- XIX. Best Practices for Collection and Use of Personally Identifiable Information (PII):** DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standars on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.
- XX. Americans with Disabilities Act of 1990:** All recipients must comply with the requirements of Titles I, II and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C § 12101-12213)



- XXI. Age Discrimination Act of 1975:** All recipient must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S. C § 6101 et seq.) which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
- XXII. Activities Conducted Abroad:** All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits or approvals are obtained.
- XXIII. Acknowledgement of Federal Funding from DHS:** All recipients must acknowledge their use of federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- XXIV. Federal Leadership on Reducing Text Messaging while Driving** All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513. Including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.
- XXV. Federal Debt Status:** All recipients are required to be non-delinquent in their repayment of any Federal dept. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments. See OMB Circular A-129.
- XXVI. False Claims Act and Program Fraud Civil Remedies:** All recipients must comply with the requirements of 31 U.S.C § 3729 -3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
- XXVII. Energy Policy and Conservation Act:** All recipients must comply with the requirements of 42 U.S.C § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- XXVIII. Education Amendments of 1972 (Equal Opportunity in Education Act) -Title IX** All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) which provides that no person in the United States will on the basis of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F. R. Part 19.
- XXIX. Duplication of Benefits:** Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restriction imposed by Federal statutes, regulations, or terms and conditions of the Federal Awards or other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations or the terms and conditions of the Federal Awards.
- XXX. Drug-Free Workplace Regulations:** All recipients must comply with the *Drug-free Workplace Act of 1988* (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.
- XXXI. Debarment and Suspension:** All recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 and 2 C.F.R. Part 180. These regulations restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
- XXXII. Copyright:** All recipients must affix the applicable copyright notices of 17 U.S. C § § 401 or 402 and an acknowledgement of Governments sponsorship (including award number) to any work first produced under Federal financial assistance awards.



XXXIII. Civil Rights Act of 1968: All recipients must comply with *Title VIII of the Civil Rights Act of 1968*, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color national origin, religion, disability, familial status and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in building with elevators and ground floor units in building without elevators) – be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201)

XXXIV. DHS Specific Acknowledgements and Assurances: All recipients, sub-recipients, successors, transferees and assigns must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts and other documents and sources of information related to the award and permit access to facilities, personnel and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of such proceedings, pending or completed including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 4410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and finding to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

XXXV. Assurances, Administrative Requirements, Cost Principles and Audit Requirements: DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances-Non-Construction Programs or OMB Standard Form 424D Assurances- Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R.3002.

XXXVI. National Environmental Policy Act; All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.



- XXXVII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations:** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- XXXVIII. Civil Rights Act of 1964 – Title VI** All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. part 21 and 44 C.F. R. Part 7.
- XXXIX. Disposition of Equipment Acquired Under the Federal Award:** When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Please initial here to indicate that you have read and understand these conditions _____
2017 Federal Grant Conditions





STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY



Special Grant Conditions

1. The grantee agrees to complete and submit to DEMHS a revised project narrative not later than thirty (30) days after signing this grant award. The grantee must contact DEMHS program staff at 860-685-8038 regarding the required revisions.
2. Specific funding limitations have been applied to this grant. The grantee will complete the Interoperable Communications Request Form and submit it for approval in advance of any purchase of interoperable radio communications equipment. No funds may be expended until approval has been secured.
3. The grantee is required to participate in training session(s) on _____. The grantee must contact _____ to schedule training and determine if there are other technical assistance opportunities.
4. The grantee must submit to DEMHS for review and approval a revised budget itemization for any proposed change 1) which will alter a budget category by more than 10% of the budget category or by more than \$500, whichever is greater; or 2) which places resources in a budget category not previously funded. Significant changes in the use of funds within a budget category, while not requiring a formal budget revision, should be reported to DEMHS by letter.
5. The grantee, including all other recipients of assistance under the grant, whether by contract, subcontract, or subgrant, upon request, agrees to cooperate with research and evaluation efforts of DEMHS or any party designate by DEMHS for such purpose. The grantee further agrees that such cooperation includes but is not limited to: 1) collecting and maintaining project data, including client data, 2) supplying project data to DEMHS or its designee; and 3) permitting access by DEMHS or its designee to any and all project information whether stored by manual or electronic means.
6. All training events, seminars, and conferences must be approved by DEMHS prior to submitting registration for the event. Requests to attend training events must include names of staff, purpose of training, justification/need for training, location, dates, and costs. Staff attending training events may be required to present a summary of the training to DEMHS and/or other grantees.
7. It will be the sole responsibility of the grantee, and its staff, to insure that any report, article, computer program, database, or other product or publication, whether oral or in writing resulting from the performance of duties pursuant to this grant application and grant award, protects the privacy of confidential information and complies with confidentiality and privacy rights and obligations created by any federal and state law, court rules, or rules of professional conduct applicable to the work performed by the grantee.
8. The grantee shall comply with the following statutes and regulations:
 - Section 3789d(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended;
 - Title VI of the Civil Rights Act of 1964, as amended;
 - 28 C.F.R. Part 42, Subparts C, D, E;
 - Section 504, Rehabilitation Act of 1973, as amended (28 C.F.R. Part 42, Subpart G);
 - Title II of the Americans with Disabilities Act, (28 C.F.R. Part 35);
 - Title IX of the Education Amendments of 1972, (28 C.F.R. Part 54);
 - The Age Discrimination Act of 1975, (28 C.F.R. Part 24, Subpart I).

Please initial here to indicate that you have read and understand these conditions _____ 
Special Grant Conditions

9. a) The grantee must obtain DEMHS Training Coordinator approval for all grant-funded training. The DEMHS Training Coordinator can be reached at 860-256-0840. DEMHS training approval and all related documentation for participating staff, including training certificates and time and attendance records must be retained by the sub-grantee in the grant file.
- b) The grantee must obtain Connecticut Intelligence Center (CTIC) Director approval for all grant-funded CTIC training. The CTIC director can be reached at 860-256-0800. DEMHS training approval and all related documentation for participating staff, including training certificates and time and attendance records must be retained by the sub-grantee in the grant file.
- c) The grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This document was prepared under a grant from the Federal Emergency Management Agency's Grant Programs Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the U.S. Department of Homeland Security." The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
- d) The grantee agrees to comply with DEMHS Grant Policy #1 regarding the use of grant funds for overtime and backfill reimbursement, which are limited to the maximum payment of \$200 per person per day.
- e) The grantee agrees to submit to DEMHS upon request project deliverables including but not limited to: plans, evaluations, reports, and research results.
- f) The receipt of EMPG funding brings with it a commitment on the part of the municipality to increase operational capability through the funding of personnel and administrative expenses.
- g) Any individual whose salary is paid on a part-time or full-time basis under the EMPG program shall be placed under the merit system personnel procedures promulgated by and meeting the standards of the Federal Office of Management and Budget
- h) Acceptance of an award under this program, as demonstrated in the execution of this application package and the issuance of a sub-grant by DESPP / DEMHS, constitutes a legally binding agreement, including an agreement to abide by and comply with all relevant and applicable state and federal statutes, regulations and conditions.
- i) The municipality shall submit promptly to DEMHS excerpts of all audit reports prepared in accordance with the Single Audit Act (P.L. 98-502) and/or State statute, sufficient to identify the jurisdiction, the auditor(s) and the period audited, to include all references to funds received from DESPP / DEMHS or the Federal Emergency Management Agency.
- j) As a condition of this subgrant, the subgrantee must be in good standing with the System for Award Management (SAM). Prior to the issuance of a purchase order, the subgrantee's status will be verified. If a subgrantee is on the SAM current exclusion list and is restricted from doing business with the US Federal Government, the purchase order will not be issued and the subgrant will be rescinded.





STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
 DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY



Requesting Reimbursement-EMPG

The following forms and supporting documentation are required for reimbursement under this grant program. The grantee may find these forms on the DESPP/DEMHS website at

<http://www.ct.gov/demhs/cwp/view.asp?a=1910&q=411684&demhsNav=|>

1. Reimbursement Request Data Sheet:

PAGE 1. EMPG REIMBURSEMENT REQUEST DATA SHEET			
SubGrantee Name: Address: Municipality FEIN: Phone Number:	<div style="border: 1px solid black; padding: 5px; text-align: center;"> SPGA UNIT USE ONLY </div>		
SECTION I & II: Reimbursement and Quarterly Information: Please complete one report for the quarters in which you are seeking reimbursement and attach. The financial reports are denoted by quarter in the EMPG Financial Tool .			
Funding Period:			
Amount Seeking Reimbursement: Total: \$ 0.00	1st <input type="checkbox"/> \$ _____	3rd <input type="checkbox"/> \$ _____	Final <input type="checkbox"/>
	2nd <input type="checkbox"/> \$ _____	4th <input type="checkbox"/> \$ _____	
Sub Grant Award Number: 015E__ _A			
1. Please <u>briefly</u> explain your project milestones over the selected quarters. (IE. enhancements of emergency management capabilities in your jurisdiction or new strategies).			
Section III: Documentation: Check all that apply to your program and attach documentation to this form with the corresponding quarters from the EMPG Financial Tool.			
Personnel/Fringe <input type="checkbox"/> Financial system payroll report with the following: <input type="checkbox"/> Employees Name <input type="checkbox"/> Dates of Service <input type="checkbox"/> Check Numbers <input type="checkbox"/> Number of Hours <input type="checkbox"/> Hourly rate <input type="checkbox"/> Actual Fringe <input type="checkbox"/> Identify Payroll codes if other than regular and overtime. <input type="checkbox"/> Submit documentation if fringe is other than the standard rate. <input type="checkbox"/> Stipend: provide copy of check with indication that this is a stipend payment.	Organization/Equipment/Other <input type="checkbox"/> Invoices <input type="checkbox"/> Copy of checks or financial accounting system report with vendor name, invoice number, check number, amount and date. <input type="checkbox"/> If reimbursement documentation does not agree to invoice amount highlight and provide calculation used for reimbursement (ie. Phone bills, reimbursable items on credit cards) <input type="checkbox"/> Mileage: submit completed mileage reporting form or subgrantee (municipal) form with the same information that is on our mileage form.	In-kind <input type="checkbox"/> Volunteer time- In Kind Services Form attached or internal form with the same information <input type="checkbox"/> Donated Equipment: <input type="checkbox"/> Donation Date <input type="checkbox"/> Market value or substantiation <input type="checkbox"/> Description	
For DESPP/DEMHS Use Only Below this point:			
Regional Coordinator Check: <input type="checkbox"/> The grantee has provided the required documentation and project outlays match the documentation provided. <input type="checkbox"/> If equipment has been purchased in excess of \$1,000.00, the Equipment/Property Reporting Form is attached. <input type="checkbox"/> The required reimbursement forms are attached for the quarters seeking reimbursement (EMPG Financial Tool Financial Report) and all documentation has been checked for accuracy) <input type="checkbox"/> All items are allowable under EMPG.			
Signature of Regional Coordinator:	Date:	Signature of Grants Supervisor	Date:
Signature of EMPS:	Date:		
Fund	Dept	SID	Program
			Account
			CH1
			CH2
			Bud Ref
			Project

Please initial here to indicate that you have read and understand these conditions _____

2. EMPG Financial Tool

EMPG Subgrant Budget (Fill In Green Cells Only)		Fiscal Year: 2017	Sub-grantee Name:	Sub-Grant Number:	COST AND PAYMENT INFORMATION				QUARTERLY FINANCIAL REPORT (CLOSEOUT REPORT)				
PER CAPITA AWARD		DATE		PERIOD COVERED		FISCAL QUARTER		DATE					
Total:		PREPARED	THROUGH	FROM	THROUGH	FIRST	DATE	All costs in this report will automatically total your figures based on the various					
Federal Per Capita Share:		11/2016	12/31/17	FEDERAL SHARE	FEDERAL SHARE	DATE	DATE	THIS QUARTER	COMBINED	ALLOCATION	FISCAL USE OR		
Local Match:		PERSONNEL	EQUIPMENT	IN-KIND	OTHER	PAID RECEIPT	PAYMENT	OUTLAYS	OUTLAYS	BALANCE	BUDGET DELT.		
SUBGRANT ALLOCATION		Line Item Descriptions (Required)											
Total:		Use Provide a Line Description of the Item Being Requested for Reimbursement											
Federal Per Capita Share:		Personnel Costs & Benefits (Includes Planning, Training and Exercises)											
Match (Includes In-Kind):		Emergency Management Director (EMD) Salary											
		Percentage of Salary Fringe Benefits:											
		Emergency Management Director (EMD) Stipend											
		Percentage of Stipend Fringe Benefits:											
		Deputy EMD or Support Staff Salary											
		Percentage of Salary Fringe Benefits:											
		Deputy EMD or Support Staff Stipend											
		Percentage of Stipend Fringe Benefits:											
		Total:											
		Organization:											
		Organizational Costs (Phone, Fax, Internet, Cable TV etc.)											
		Total:											
		Equipment:											
		Equipment Costs (T, Radios, Computers Printers Etc.)											
		Total:											
		In-Kind:											
		All In-Kind Costs (Volunteers, Donated New Equipment)											
		Volunteer EMD Enter Total Hours Here:											
		Deputy/Support Staff Enter Total Hours Here:											
		Donated New Equipment											
		Donated New Equipment											
		Total:											
		All Other Costs (Travel, Training, Mileage, Meetings, EOC Activations, Emergency Responses, etc.)											
		Total:											
		TOTAL QUARTERLY AMOUNT EXPENDED (100%)											
		GRANT FUNDING GRAND TOTAL											
		MATCH FUNDING GRAND TOTAL											
		FOR GRANTS/FISCAL USE ONLY											

3. Supporting Documentation and Special Reporting Forms (As Outlined on the Reimbursement Request Data Sheet:

Section III: Documentation: Check all that apply to your program and attach documentation to this form with the corresponding quarters from the EMPG Financial Tool.

Personnel/Fringe	Organization/Equipment/Other	In-kind
<input type="checkbox"/> Financial system payroll report with the following: <ul style="list-style-type: none"> <input type="checkbox"/> Employees Name <input type="checkbox"/> Dates of Service <input type="checkbox"/> Check Numbers <input type="checkbox"/> Number of Hours <input type="checkbox"/> Hourly rate <input type="checkbox"/> Actual Fringe <input type="checkbox"/> Identify Payroll codes if other than regular and overtime. <input type="checkbox"/> Submit documentation if fringe is other than the standard rate. <input type="checkbox"/> Stipend: provide copy of check with indication that this is a stipend payment.	<input type="checkbox"/> Invoices <input type="checkbox"/> Copy of checks or financial accounting system report with vendor name, invoice number, check number, amount and date. <input type="checkbox"/> If reimbursement documentation does not agree to invoice amount highlight and provide calculation used for reimbursement (ie. Phone bills, reimbursable items on credit cards) <input type="checkbox"/> Mileage: submit completed mileage reporting form or subgrantee (municipal) form with the same information that is on our mileage form.	<input type="checkbox"/> Volunteer time- In Kind Services Form attached or internal form with the same information <input type="checkbox"/> Donated Equipment: <ul style="list-style-type: none"> <input type="checkbox"/> Donation Date <input type="checkbox"/> Market value or substantiation <input type="checkbox"/> Description

Please initial here to indicate that you have read and understand these conditions _____
Reimbursement Requirements





**Department of Emergency Services and Public Protection
 Division of Emergency Management & Homeland Security
 1111 Country Club Road
 Middletown, CT 06457**

EQUIPMENT/PROPERTY INVENTORY REPORT

1. Sub-Grantee/Custodial Owner: _____ 4. Period of Award: _____ to _____
 2. Sub-Grant Number: _____ 5. Date of Report: _____
 3. Project Title: _____ 6. Preparer: NAME, PHONE _____

7. Agency ID Number	8. Purchased From	9. Description of Item*	10. Serial Number	11. Location	12. Acquisition Cost	13. Acquisition Date

*** Equipment is defined as assets with a value of \$5,000 or more at the time of acquisition.**

With the completion of this project, I certify that the property described above will remain in the emergency management and homeland security system for purposes consistent with those objectives authorized for support by the state or for other activities currently or previously supported by a Federal agency. When the property is no longer needed as outlined above, I agree to the following disposition procedures: (1) items with a current per unit fair market value of less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency; (2) items with a current per unit fair market value in excess of \$5,000 may be retained or sold, and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment. Seller is also eligible for sale costs; (3) in cases where a grantee or sub-grantee fails to take appropriate disposition actions; the awarding agency may direct the grantee or sub-grantee to take other disposition actions. This report will also be required in electronic format (forms will be available on DESPP/DEMHS website).

Signature: _____
 Project Director or Financial Officer of Record for the Sub-Grantee

 Date

DIRECTIONS FOR THE PROPERTY INVENTORY REPORT

1. Sub-grantee – municipality, regional planning agency, or state agency.
2. Number on the sub-grant award notice.
3. Short or abbreviated title of the project.
4. Beginning and ending dates of the period of award of the grant, as amended (MM/DD/YYYY).
5. Date this form was completed (MM/DD/YYYY).
6. Name and phone number of the person who prepared this report.
7. Inventory number assigned by implementing agency.
8. Company or person who sold you the equipment. Equipment is defined as assets with a value of \$5,000 or more at the time of acquisition.
9. Description of equipment.
10. Serial number assigned to the equipment by the manufacturer, if applicable.
11. Where the equipment is physically located.
12. The cost of the equipment.
13. Date the equipment was purchased.
14. Signature of Project Director or Financial Officer of Record.

*THIS FEDERALLY REQUIRED FORM MUST BE SUBMITTED AT THE CONCLUSION OF THE GRANT AWARD PERIOD.
PLEASE FORWARD THE COMPLETED REPORT TO:*

Department of Emergency Services & Public Protection
1111 Country Club Road, 3rd Floor North
Middletown, CT 06457
Attention: Grant Unit



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Acceptance of Donation from Simsbury Bank for Cadet Program

2. **Date of Board Meeting:** June 25, 2018

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

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports accepting the donation to the Simsbury Police Department's Cadet Program, the following motion is in order:

Move, effective June 25, 2018, to accept a donation from Simsbury Bank in the amount of \$4,000 to be used for the Simsbury Police Cadet Program in the Simsbury Police Department. Further move to recommend to the Board of Finance that the \$4,000 donation be transferred to the Community Policing Special Revenue Fund (Fund 213-42110) and appropriate the use of those funds for the Simsbury Police Cadet Program.

5. **Summary of Submission:**
The Simsbury Police Department has been notified by Simsbury Bank of its intent to donate \$4,000 to the Simsbury Police Cadet Program. Chapter 100 of our Code of Ordinances, "Gift Policy," Section 100-2 "Monetary Donations" states that for donations in excess of \$1,500 they must be accepted by the Board of Selectmen.

The Cadet Program was founded in 2001 and typically consists of classes with a dozen students ranging in age from 14 to 20 years old. This year the program is joined by students from Avon and Canton who are also interested in pursuing careers in law enforcement. The program is run by School Resource Officers Jeremy Cormier and Todd Kushman.

The Simsbury Police Cadet Program allows students to observe how the Simsbury Police Department operates as well as the functions and duties of Simsbury Police Officers. The cadets learn how to interact and communicate with the community and experience ride-alongs, which allow for them to be immersed in real life experiences of Simsbury Police Officers.

Recently, Cadets in the program have been participating in competitions at Cadets Stations Day at The Connecticut Police Academy. Simsbury Cadets have been finishing in the top three of those competitions. The Simsbury Cadet post was awarded first place in Academics at last year's New England Cadet Police Academy. This contribution by

Simsbury Bank will allow the Simsbury Police Cadet Program to continue its success in the community.

6. Financial Impact:

Police Cadet Program expenditures are usually paid for out of the Community Policing Special Revenue Fund or the community policing line item in the Department's operating budget. The Community Policing Special Revenue Fund (account 213-42110) is a fund that the Police Department deposits donations and grants into for the use for community policing specific events and programs such as the Cadet program. The donated funds would be used to offset the costs of cadets' attendance at the Connecticut Cadet Police Academy. Cadets' tuition is usually paid for through a combination of donations, Cadet contributions, and by the Police Department.

7. Description of Documents Included with Submission:

None



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

- Title of Submission:** Police Department Vacation Carryforward Request
- Date of Board Meeting:** June 25, 2018
- Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Nicholas J. Boulter, Police Chief
Maria E. Capriola
- Action Requested of the Board of Selectmen:**

If the Board of Selectmen supports approving the Police Department Vacation Carryforward Request, the following motion is in order:

Move, effective June 25, 2018, to approve the Police Department's Vacation Carryforward request, 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, 2018. Any unused approved excess vacation days still on the books as of January 1, 2019 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 authorized by the Board of Selectmen.

- Summary of Submission:**

Attached you will find a memorandum from Chief Boulter requesting that vacation carryover requests for four sworn personnel in the Police Department be granted. My understanding is that traditionally, vacation carryover requests in excess of ten days have been reviewed and approved or denied by the Board of Selectmen. It is standard practice for vacation carryover requests of up to ten days to be reviewed and approved or denied by the Chief Executive.

The vacation carryover requests are as follows:

Name of Staff	Vacation Carryforward Request (CEO/Department Head Approval)	Vacation Carryforward Request (BOS Approval)	Total Vacation Carryforward Request
Lt. Fred Sifodaskalakis	10 days	9 days	19 days
Acting Lt. Tom Sheehan	10 days	11 days	21 days
Sgt. Matthew Christian	10 days	8 days	18 days
PFC Lauren Devin	10 days	1 day	11 days
PFC Todd Kushman	10 days	9 days	19 days

As outlined in the memorandum from Chief Boulter, you will find that due to the staffing transition related to the Chief's position, along with Lt. Fred Sifodaskalakis' attendance at a 3-month long training session held out-of-state, it was difficult for a number of personnel to take their accrued vacation time due to workload needs. Additionally, it is difficult for staff assigned as school resource officers to take vacations unless it is in conjunction with school holidays and vacation schedules; notably, the upcoming summer months are a time in which the officers assigned as school resource officers are better able to utilize their earned vacation time.

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, 2018. Any unused approved excess vacation days still on the books as of January 1, 2019 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 would be no direct or indirect financial impact associated with the sworn officers taking their earned time. All of the noted officers are on an administrative schedule and we do not backfill for those positions.

7. Description of Documents Included with Submission:

- a) Memo from N. Boulter, re: Vacation Carryover Requests, dated June 15, 2018



Simsbury Police Department

933 Hopmeadow Street

Simsbury, CT 06070



NICHOLAS J. BOULTER
CHIEF OF POLICE

MEMORANDUM

TO: Maria Capriola, Town Manager
FROM: Nicholas J. Boulter, Chief of Police
DATE: June 15, 2018
SUBJECT: Vacation Carryover Requests

I received vacation carryover requests from police department personnel for fiscal year 2018 and there are several requests that exceed 10 days. The following sworn officers submitted requests exceeding 10 days:

Lt. Fred Sifodaskalakis (19 days total)
Acting Lt. Sheehan (21 days total)
Sgt. Matthew Christian (18 total)
PFC Lauren Devin (11 total)
PFC Todd Kushman (19 total)

Based on staffing levels since March 2018, I request that authorization be granted for these officers to carry over the requested additional days.

Former Chief Ingvertsen retired at the end of February 2018, which left the Department (administration in particular) short a member. Lt. Sifodaskalakis was absent for an advanced training class for 3 months starting in mid-February for 3 months, leaving the administration short another member. Because of these absences, Acting Lt. Sheehan and Sgt. Christian (both assigned administrative duties) used their vacation time very sparingly in order to provide as much continuity with administrative responsibilities as possible. PFC Devin is on an administrative schedule and she used her vacation days sparingly during the shortage to minimize the existing stress due to the staff levels.

PFC Todd Kushman is one of the school resource officers. We encourage the school resource officers to use their vacation and compensatory time in conjunction with school holidays and the school schedules, in order to maintain a presence in the schools.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Public Gathering Permit – Dancing Under the Big Top
2. **Date of Board Meeting:** June 25, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Gerard G. Toner, Director of Culture, Parks and Recreation *Maria E - Capriola*

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

If the Board of Selectmen supports approving the public gathering application as presented, the following motion is in order:

Move, effective June 25, 2018 to approve the public gathering application as presented for the Dancing Under the Big Top event and to authorize issuance of the public gathering permit contingent upon the event sponsors receiving final approvals from the Farmington Valley Health District.

5. **Summary of Submission:**

On June 6, a Public Gathering Permit application was received from Missy Dinunno, Executive Director for Simsbury Meadows Performing Arts Center for a proposed event, Dancing Under the Big Top, to be held at the Performing Arts Center on August 9, 2018.

The application and event summary was sent electronically to Lieutenant Fred Sifodaskalakis, Code Enforcement Officer Robin Newton, Public Works Director Tom Roy, Project Administrator Ryan Jefferies, Farmington Valley Health District (FVHD) Supervisor Jason Brown and Simsbury Ambulance Director Mike Delehanty for their input on the event.

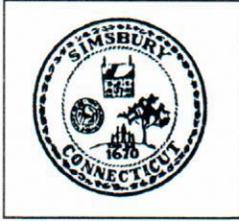
There were no concerns expressed by anyone on the committee and we recommend that this event be approved. Ms. Dinunno will secure all required permits through the FVHD.

6. **Financial Impact:**

None

7. **Documents Included with Submission:**

- a) Event Application and Summary



SIMSBURY ZONING COMMISSION PUBLIC GATHERING PERMIT APPLICATION

Applicant's Name (PRINT): Missy DiNunno
Applicant's Address: 22 Iron Horse Blvd (PO Box 245)
Simsbury, CT 06070
Applicant's Telephone including office, home and cell phone: _____
O: 860-651-4052, C: 203-305-1847
Applicant's emergency Telephone number: 203-305-1847
Email address: missy@simsburymeadowsmusic.com

Property Owner's Name (PRINT): Town of Simsbury
Missy DiNunno, Exec. Dir., SMPAC
Property Owner's Address: 22 Iron Horse Blvd (PO Box 245)
Simsbury, CT 06070

Property Owner's Telephone: 860-651-4052

Property Owner's (Original) Signature giving permission to make this application:
(Use Blue Ink) Missy DiNunno on behalf of SMPAC

Exact Date(s) of proposed Public Gathering: (These dates MUST include all required "set up" and "tear down" time as well as the actual dates of the Public Gathering.)

Exact Time(s)/Date: Begin: 6:00 PM End: 10:00 PM - 8/9/18

*** See attached Event Summary for timeline specifics*

Location of proposed Public Gathering: (Complete Description and marked as shown on attached map): Simsbury Meadows Performing Arts Center

Is the event located on or does it utilize property owned by the Town of Simsbury?
Yes No

If Yes applicant MUST attach a Certificate of Insurance for \$1,000,000 in a form acceptable to the Town Attorney. (See Instruction sheet for directions).

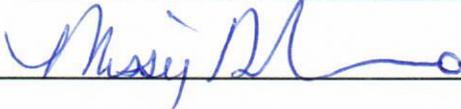
Applicant must attach a complete narrative description of the event. This description MUST include ALL aspects and features of the event. See attached Event Summary

Anticipated Attendance at Public Gathering: 300 (not to exceed 400)

Public Gathering Permit Required Declaration

I declare, under the penalties of revocation of permit and forfeiture of the required Bond, that the information provided on this application is true and correct to the best of my knowledge and belief.

Applicant Name(s) (Printed): Missy DiNunno

Applicant(s) Signature: 

SMPAC Executive Director

Date Signed: 6/6/18

EVENT SUMMARY

DANCING UNDER THE BIG TOP featuring the Clark Eno Orchestra

Thursday, August 9, 2018

(Rain Date: N/A)

Public Gathering Permit Application Submitted: 6/6/18

CONTACT INFORMATION:

Organization	Simsbury Meadows Performing Arts Center Event website: www.simsburymeadowsmusic.com
SMPAC Contact	Missy DiNunno, Executive Director Office: 860-651-4052 Cell: 203-305-1847

TIMELINE:

Thursday, August 9, 2018	
8:00a – 4:00p	Load-in
5:30p	Gates Open
6:00p – 7:00p	Clark Eno Orchestra (CEO) Set 1
7:00p – 7:30p	CEO Break
7:30p – 8:30p	CEO Set 2
8:30p – 9:00p	CEO Break
9:00p – 10:00p	CEO Set 3
10:00p – 12:00p	Load-out

EVENT DETAILS:

Description
Join us at Simsbury Meadows Performing Arts Center for Dancing Under the Big Top. A rain or shine event all happening under a “big top” tent within the front wall of SMPAC, guests are invited to BYO food/drink or purchase a pre-packaged meal and dance the night away to the music of Clark Eno Orchestra. Single ticket and full table packages will be available as noted below.

Ticketing Information	
Price: \$45 single tickets \$320 per table of 8	Point of Sale: On-site at SMPAC, Fitzgerald’s Foods, Online via simsburymeadowsmusic.com

Parking	
Advanced Preparation	Lining required prior to event – Missy to coordinate w/ CP&R
Management	SMPAC to manage
On-site Parking Fee	N/A
VIP Parking	To be designated for sponsors, band, vendors, special guests **List to be provided to parking crew

Expected Attendance	**Figures are estimated and subject to change
Total Attendance Expected	300 (max capacity – 400)

Stage Requirements	**No Stage Use – contained to tent within wall
Lights	Show Lighting to run power, CT Party provides tent lighting
Sound	Provided by Clark Eno Orchestra
Production Setup	CEO self contained

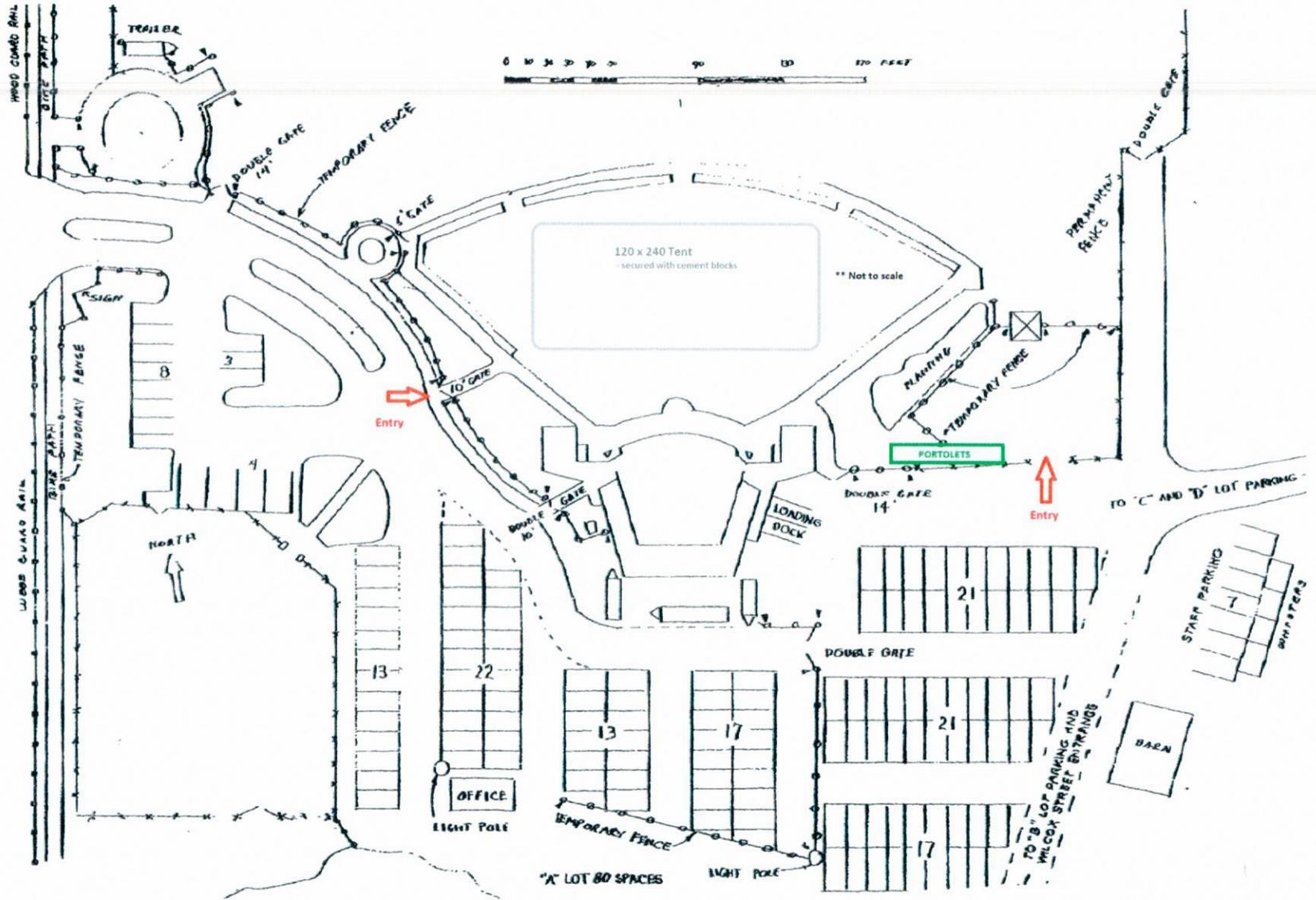
Field Requirements	
Tents	4 30x60 tent frames provided by CT Party Rental to be secured w/ concrete blocks **no staking**
Lights	720 ft globe strink lights
Additional Equipment	50 5' round tables 24'x30' dance floor

Vendor Information	
Merchandise Sales Vendors	N/A
Food Vendors	SMPAC – Standard Beer/Wine/Soda/Water Sales Location – within tent Other Vendors – N/A Patrons will be given option to buy into a pre-packaged meal via a TBD caterer. No cooking or on-site food prep.
Services/Activities	Fred Astaire Dance Studio to perform - <i>tentative</i>

Public Restrooms	
Coordinated by	SMPAC
Units	Standard – 10 Sinks - 2 Accessible - 3 TOTAL - 15
Location	North east field – N/A North west field – N/A South east field (adjacent to parking) – 10/2/3

Security	
Stage Security	N/A
Field Security	N/A
Parking Lot Security	TBD
Overnight Security	N/A
Security Notes	

DANCING UNDER THE BIG TOP
 featuring the Clark Eno Orchestra
 Thursday, August 9, 2018 6:00 PM - 10:00





Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Public Gathering Permit – 2018 Tariffville Farmers Market
2. **Date of Board Meeting:** June 25, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Gerard G. Toner, Director of Culture, Parks and Recreation *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports approving the public gathering application as presented, the following motion is in order:

Move, effective June 25, 2018 to approve the public gathering application as presented for the 2018 Tariffville Farmers Market and to authorize issuance of the public gathering permit contingent upon the event sponsors receiving final approvals from the Farmington Valley Health District and receipt by the town of the event sponsors certificate of insurance.

5. **Summary of Submission:**
On May 22, a public gathering permit meeting was held for an individual interested in securing permission to hold a Farmer's Market utilizing town owned property on the Tariffville Green. The intent is to hold the market on Sunday afternoons during the summer and fall of 2018. Staff is recommending that if approved, the established dates for the permit be Sunday afternoons, June 24 – October 28, 2018. Set-up will be no earlier than 9:00am and breakdown will be completed by 4:00pm. The Farmer's Market will be open to the public from 10:00am to 3pm.

Those attending the public gathering permit meeting included Lieutenant Fred Sifodaskalakis, Code Enforcement Officer Robin Newton, Public Works Director Tom Roy, DPW Project Administrator Ryan Jefferies, and Gerry Toner. Heather Scott attended the meeting to present her proposal to hold a series of Farmer's Markets on the Tariffville Green. Also with her supporting the application were John Nagy and Sheree Landerman-Jablonowski representing the Tariffville Village Association. Members of the Tariffville Village Association have expressed an interest in having more community events in their neighborhood, and I believe this initiative would support that desire as well as economic development in that village. Since this would be the Market's first season, and it is uncertain if a profit would be generated, in an effort to support economic development in that area staff does not recommend developing and charging a fee for the use of the Green at this time.

The major concern raised by the committee was the ability of the area to handle the event parking and subsequent traffic that the event might cause. Ms. Scott subsequently met with many of the abutting landowners who gave permission for their property to be used for parking and that information was shared with Town staff. The official Zoning sign off includes some minor conditions regarding parking, clean up and signage (attached).

Ms. Scott has received an insurance quote (copy provided to the Town) and is prepared to secure the required insurance for the event. The Town would need to be provided with a copy of the certificate of insurance in order for the Tariffville Farmers Market to receive the public gathering permit. She also understands that the Farmington Valley Health District will need to provide permits for all food vendors.

6. Financial Impact:

None anticipated.

7. Description of Documents Included with Submission:

- a) Tariffville Farmers Market Event Proposal
- b) Memo from R. Newton, re: Approval Conditions, dated June 19, 2018
- c) Parking Map
- d) Parking List of Authorized Locations

Seeking Tariffville Farmers Market public gathering permit

Heather Scott [heatherscottone@gmail.com]

Sent: Friday, May 11, 2018 3:14 PM**To:** Toner Gerard**Attachments:** FullSizeRender (1).jpg (25 KB) ; FullSizeRender (2).jpg (26 KB)

Hi Gerry, we spoke on the phone about my organizing a farmers market in Tariffville CT. Thank you so very much for being willing to take this idea to the board next week to expedite getting a public gathering permit. If you have any questions please feel free to phone me on my cell at (212)729-8411.

Brief Summary of Event:

The farmers market would be outside on the town green in Tariffville once a week preferably on Saturdays. We could do it on Sundays if that were better but in has to be consistent in order to draw a nice following. It would go yearly from Spring through Fall. 10am- 4p. As we will be starting late this year we talked about being ready to open by the 2nd week of June which would be Sat. June 9th or Sun. June 10th.. If there is any chance things go so smoothly that we could be open the 1st weekend of June (the 2nd or 3rd) that would be even more ideal for marketing purposes but we will take what we can get:))

At the beginning we will likely have 10- 15 vendors. The 1st map shows a 10 vendor set up. As word spreads the market will grow and we could easily have room for 30 vendors which will draw Simsbury locals as well. A nice size farmers market with food and crafts etc will bring non resident townsfolk as well and garner business to our local establishments like the famous Cracker Barrel Restaurant. Either set up allows plenty of space for people to lounge and eat and enjoy the family entertainment that I will coordinate weekly. Puppet shows, piano, school and community theater etc.

This a great way to get a stronger feeling of community and to help inspire more business' to take root in Tariffville. It's a fun, safe healthy way for families to spend time together & to get to know their neighbors. With all my farmer market experience I am sure I can help make the Tariffville farmers market a fun destination spot.

Always grateful,
Heather Scott



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Office of Community Planning and Development

MEMO

TO: Public Gathering/BOS- Tariffville Farmers Market
From: Robin Newton, Code Compliance Officer
Date: June 19, 2018
RE: Approval Conditions

ZONING APPROVAL CONDITIONS

1. Parking may only be in approved areas with signed permission from the property owners.
2. On street parking may not block the travel portion of the roadway.
3. Signage may only be placed up on the day of the event. Any signage that remains will be subject to removal.
4. Any amplified music must be kept at a reasonable level. If at any time the police department is called for a noise complaint concerning the level of the music/noise, use of the amplifier will cease and not be allowed at any further dates. The amplifier may not be used until after 11:00 a.m.
5. All trash is the responsibility of the Farmers Market organizer to clean up and remove from the site at the end of each day.
6. Restrooms are being provided in a private building. Signage indicating where the location is shall be displayed so that attendees are not accessing surrounding business restrooms.
7. Any vendors involved in food preparation/selling shall check with the Farmington Valley Health District as to any permit requirements.
8. Set up shall start no earlier than 9:00 a.m. and break down shall be completed by 4:00 p.m.
9. The Farmer's Markets hours to be open to the public are 10:00 a.m. – 3:00 p.m.
10. The Farmer's Market dates shall be from June 2018 through October 2018.

Telephone (860) 658-3245
Facsimile (860) 658-3206

An Equal Opportunity Employer
www.simsbury-ct.gov

8:30 – 7:00 Monday
8:30 – 4:30 Tuesday through Thursday
8:30 – 1:00 Friday

Tariffville Farmers Market – Parking List of Authorizations

Parking has been authorized for Every Sunday at this list of businesses:

Location:	Authorized by:
Tariffville School	FORTHCOMING
Village Auto	Chris Plona (service advisor)
Valley Barber Shop	Roland Wolf (owner)
Tariffville Auto	Richard Taylor (owner)
The Cracker Barrel Restaurant	Denise Pasquariello (owner)
Marco's Restaurant	Marco Posadas (owner)
Red Hill Road (private property)	John Nagy (owner)



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Agreement with CNG for Service Installation

2. **Date of Board Meeting:** June 25, 2018

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 public gathering application as presented, the following motion is in order:

Move, effective June 25, 2018 to authorize Town Manager Maria E. Capriola to execute the service installation agreement with CNG as presented.

5. **Summary of Submission:**
Information regarding the natural gas conversion project for Simsbury Farms was provided to you in your May 30, 2018 packet and is attached. In order to proceed with the project the Town needs to execute the attached proposed service installation agreement with CNG.

The proposed agreement was reviewed by the Town Attorney.

6. **Financial Impact:**
CNG estimates based on current usage, the Town will save over \$13,000 annually. The first year will see a savings of approximately \$8,000 due to the one time conversion expense.

7. **Description of Documents Included with Submission:**
a) Proposed Service Installation Agreement with CNG
b) Memo from G. Toner, re: Simsbury Farms Natural Gas Conversion, dated May 21, 2018



Connecticut Natural Gas Corporation
 Attn: Sales, 77 Hartland Street, 4th Floor
 East Hartford, CT 06108



Southern Connecticut Gas Company
 Attn: Sales, 60 Marsh Hill Road
 Orange, CT 06477

COMMERCIAL AND INDUSTRIAL SERVICE INSTALLATION AGREEMENT

APPLICANT INFORMATION						
Company Name		Town of Simsbury	SCG/CNG Account Manager		Michael Borea	
Authorized Representative		Orlando Casiano	Job Category	New Business	Gas Company	OPCO CNG
Title			Business Type		Municipal/Government	
Phone	Office #	(860) 651-3944	Federal Tax ID or SS			
	Cell #	(860) 651-3944	Service Location	Street	100 Old Farms Road	
Email Address		ocasiano@simsbury-ct.gov		City	Simsbury	
Billing Address	Street #	933 Hopmeadow Street		Zip	06092	
	City	Simsbury	Site Contact			
	State, Zip	CT, 06070	Name	Orlando Casiano		
Billing Attention	Name		Property Owner		Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
	Phone		If Not Property Owner Provide Owner contact		Name	
	Email				Phone	
If not fully executed this Commercial and Industrial Service Agreement expires in 30 days as noted by the Contract Expiration Date.			Contract Expiration Date	June 30, 2018	Applicant Initial	

APPLIANCE AND USAGE				
Meter Size	Appliance	Rate	Quantity	Load (CFH)
3000 (100#-6")	Furnace High (750 Hours)	MGS-SE-OFF	2	902.00
3000 (100#-6")	Space Heating	MGS-SE-OFF	2	74.00
3000 (100#-6")	Space Heating	MGS-SE-OFF	3	75.00
3000 (100#-6")	Space Heating	MGS-SE-OFF	6	1,800.00
Total CFH				2,851.00
Applicant responsible for Service trenching				No

APPLIANCE AND USAGE				
Meter Size	Appliance	Rate	Quantity	Load (CFH)
1000 (100#-6")	Furnace Low (380 Hours)	MGS-SE-OFF	1	160.00
1000 (100#-6")	Furnace Low (380 Hours)	MGS-SE-OFF	1	100.00
1000 (100#-6")	Space Heating	MGS-SE-OFF	1	48.00
1000 (100#-6")	Misc. Kitchen Equipment High (1200 Hours)	MGS-SE-OFF	1	561.00
Total CFH				869.00
Applicant responsible for Service trenching				No



Connecticut Natural Gas Corporation
 Attn: Sales, 77 Hartland Street, 4th Floor
 East Hartford, CT 06108



Southern Connecticut Gas Company
 Attn: Sales, 60 Marsh Hill Road
 Orange, CT 06477

APPLIANCE AND USAGE				
Meter Size	Appliance	Rate	Quantity	Load (CFH)
425 (100#-6")	Furnace High (750 Hours)	SGS-SE-OFF	1	381.00
Total CFH				381.00
Applicant responsible for Service trenching				No

Customer required gas pressure: 6" W.C.

Multi-Family Units (Number of individual residential dwellings associated with the meter):

Applicant has read and confirms the appliances and usage section is accurate. **Applicant Initial** _____

NATURAL GAS SERVICE INSTALLATION AGREEMENT TERMS AND CONDITIONS

In this agreement ("Agreement") the customer is referred to as "Applicant" or "Buyer" and The Southern Connecticut Gas ("SCG") or Connecticut Natural Gas Corporation ("CNG"), as applicable, is called ("Seller")

1	INSTALLATION OF GAS SERVICE: Seller agrees to install or have installed gas facilities (i.e., necessary piping and meters) for gas service for the Applicant at the Service Address indicated on the top of this form. Seller agrees that the lawn area will be left level and clean. Final loam, seeding and turf will be the Applicant's responsibility at Applicant's expense. Seller shall provide gas service after the installation of the service lines. Seller is not liable for delays in commencing gas service installation not within its control, such as weather or work stoppage.
2	SERVICE COMMENCEMENT: Natural gas consumption shall be deemed to commence when the facilities necessary for natural gas service are in Seller's sole judgment ready and able to consume natural gas. Once a functioning meter has been installed the Applicant will be subject to all applicable charges including but not limited to demand charges as set forth in the applicable tariff.
3	PAYMENT AND USE OF GAS APPLIANCES: In consideration of Seller's installation of gas services, Applicant agrees to pay the full value of the "Contribution In Aid of Construction" (CIAC) as indicated below plus applicable taxes. Seller agrees to pay any other costs of installation, unless otherwise noted. By signing this agreement Applicant agrees to install and or use gas appliances indicated below, and to begin using them within 90 days of the Service Commencement Date.
4	DEFAULT: If Applicant fails to use any of these appliances listed below, Seller, in its discretion, may charge Applicant for the reasonable cost of installing the gas facilities less the CIAC that the Applicant has already paid.
5	GAS SERVICE: The furnishing of gas service to Applicant under this Agreement will be in accordance with the terms and conditions, rules, regulations, tariffs and rate schedules of Seller which are subject to change and subject to the rules and regulations of the State of Connecticut Public Utilities Regulatory Authority ("PURA").
6	RELOCATION OF SERVICE: If the gas service to be provided involves the relocation of existing services, meters and connections at the Service Location, the cost of replacing all facilities beyond Seller's meter shall be the responsibility of the Applicant. It is further agreed that connection of any Applicant equipment to Seller's new meter shall occur no later than thirty (30) days after the new meter is activated.
7	OWNERSHIP: Ownership of the gas facilities from the main to the gas meter (including the gas meter) shall remain with Seller and shall be maintained by Seller. Applicant has no interest in such gas facilities. All piping and equipment beyond the gas meter shall be furnished, owned and maintained by Applicant.
8	EASEMENT(S): Applicant shall obtain any easement(s), where applicable, in a form satisfactory to Seller before Seller commences constructing and installation of its facilities required to supply natural gas.
9	UNDERGROUND UTILITIES: Prior to construction, Applicant is responsible for clearly marking all existing underground utilities and services on premise. If Seller damages any of Applicant's underground facilities on Applicant's property because Applicant failed to adequately mark them, Seller will not be responsible for costs of repairs.
10	ENVIRONMENTAL CONDITIONS: If in the course of construction of gas facilities at the Service Location, Seller encounters contaminated soil, Applicant shall bear the additional costs of excavating and removing the contaminated soil per Federal and State laws, regulations and agency orders or directives including but not limited to signing any manifest for disposal as the generator of such contaminated soil. Unless Applicant agrees in writing to bear such additional costs, Seller shall have the right to cease its performance and terminate this agreement with no further obligation to Applicant.
11	BINDING EFFECTS: This agreement supersedes any and all agreements, either oral or written, between Applicant and Seller. This agreement may not be assigned nor otherwise transferred by Applicant without the written consent of Seller.
12	CIAC ADJUSTMENT: If, within one (1) year of the effective date of this letter agreement, (a) Applicant has added additional equipment to consume natural gas at the Service Location noted above or (b) a new gas service(s) is/are added directly to and served from a portion of main toward which Applicant paid a CIAC as described below, Applicant may request Seller to recalculate the Applicant CIAC to determine whether Applicant qualifies for a refund of such contribution or portion thereof. It is understood and agreed that any recalculation requested pursuant to this condition, will be made in accordance with Seller's then currently effective new business guidelines to determine the amount of the contribution, if any, to be refunded to the Applicant.



Connecticut Natural Gas Corporation
 Attn: Sales, 77 Hartland Street, 4th Floor
 East Hartford, CT 06108

Southern Connecticut Gas Company
 Attn: Sales, 60 Marsh Hill Road
 Orange, CT 06477

13	INDEMNITY: Applicant agrees to indemnify Seller, its affiliates, successors, assignees and each of its and their shareholders, directors, officers, employees and agents from and against any liability for personal injury or property damage due to Applicants use of property or due to any existing environmental conditions of the property.
14	ROCK OR FROST: If rock or ledge is encountered during the installation requiring extreme excavation (e.g., blasting), the Applicant may be required to pay for such work if billed by Seller to the Applicant. Main and services may not be installed under frost conditions.
Applicant has read and agrees to the Terms and Conditions contained herein. Applicant Initial	

CONTRIBUTION IN AID OF CONSTRUCTION ("CIAC")	
In order to provide natural gas service at the Service Location noted above, Applicant agrees to pay the following amount in aid of constructing certain natural gas facilities by Seller.	\$0.00
<p>This contribution is due and owing upon execution of this agreement and has been calculated based upon the construction schedule, the estimated consumption of natural gas at the Service Location and the consumption of natural gas as the only fuel for the use(s) described in the Equipment and Usage section below. Unless such contribution is received by Seller at the time this agreement is executed, Seller has no obligation to extend its facilities to serve the Service Location and use(s) described herein this document.</p> <p>The CIAC has been calculated using the estimated annual consumption of natural gas at the Service Location and for the use(s) described in the Equipment and Usage section below. It is understood and agreed that (a) if, during any annual period after Seller commences delivery of natural gas to the Applicant, the annual consumption of natural gas by the equipment specified is less than the estimate based on information provided by Applicant to Seller to calculate the contribution and/or (b) Applicant fails to inform Seller of any changes that impact GAS COMPANY's construction cost or the estimated annual natural gas consumption, Applicant agrees to pay Seller upon demand a CIAC utilizing Seller's new business guidelines in effect on the date of this agreement and which are on file with PURA.</p>	

SIGNATURES			
Applicant Signature		GAS COMPANY Signature	
Name and Title		Name and Title	
Date		Date	

If Applicant is not the owner or fully authorized agent of the owner of the premises at the Service Location specified above, this letter agreement shall not be binding on Seller unless and until both Applicant and the owner of the premises agree to all of the terms and conditions set forth herein as evidence by signatures of Applicant and the OWNER on this letter agreement.

OWNERS SIGNATURE (ONLY REQUIRED IF APPLICANT IS NOT THE OWNER OF THE PREMISES)				
I, _____, owner of the premises located at Service Location above, which premises is subject to certain lease with Applicant (the "Lessee") and will be provided with natural gas service in accordance with the terms and conditions set forth above, acknowledge and agree to such terms and conditions; <u>provided, however</u> , that I will not be responsible for any of the Lessee's payment obligations described in the Contribution In Aid of Construction and Security Deposit sections above.				
Landlord Signature		Date		Print Name



Connecticut Natural Gas Corporation
 Attn: Sales, 77 Hartland Street, 4th Floor
 East Hartford, CT 06108



Southern Connecticut Gas Company
 Attn: Sales, 60 Marsh Hill Road
 Orange, CT 06477

APPENDIX A: PREMISE INFORMATION

Meter Location 



Premise Notes: Main extension to three proposed meter locations. Main Rec Building, Clubhouse & Applebarn will each have a gas meter. **Construction not to begin before Labor Day.**

Meter Location: Meter location is a proposed location only based on currently available information and subject to change based final site inspection by Seller.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Culture, Parks and Recreation Department

May 21, 2018

To: Maria Capriola, Town Manager

From: Gerard G. Toner, Director

At their regular meeting on April 27, the Culture, Parks and Recreation Commission addressed the conversion of propane use to natural gas at the Simsbury Farms Recreation Complex. Discussion with Connecticut Natural Gas (CNG) has been ongoing for approximately 15 years regarding the feasibility of running natural gas lines into the Simsbury Farms Recreation Complex.

Due to the lines currently being extended as far as the Southeast corner of the facility and the volume of propane that is used annually, CNG has agreed to initiate this transition. They have indicated that they will require a six to eight week notice to begin work and will complete the process in three to four weeks. We have recommended an early September installation.

CNG estimates that utilizing three meters and based on current usage, the Town will save over \$13,000 annually. The first year will see a savings of approximately \$8,000 due to the one time conversion expense. The attached e-mail from Michael Borea, dated March 20, 2018, outlines the calculation of the cost saving involved in the conversion.

Please contact me for any further information.

RE: Simsbury Parks and Recreation Propane Usage

Michael M Borea [Michael.Borea@uinet.com]

Sent: Tuesday, March 20, 2018 12:12 PM

To: Toner Gerard

Gerry -

As discussed on the phone, below I have listed the summary page of my rate analysis with the estimated annual savings over propane. I used the 18,410 gallons of propane used at a price of \$2.04.

Please let me know if you need anything else on this.

Assuming 3 gas meters:

Estimated Annual Alternative Fuel Cost

Alt Fuel	Annual Cost	
Propane	18,410	Gal's
Alt. Fuel Cost	\$2.04	/Gal
Total Alt Cost	\$37,556.07	

Est. Annual Savings	\$13,829.81	36.824%
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Assuming 4 gas meters:

Estimated Annual Alternative Fuel Cost

Alt Fuel	Annual Cost	
Propane	18,410	Gal's
Alt. Fuel Cost	\$2.04	/Gal
Total Alt Cost	\$37,556.07	

Est. Annual Savings	\$11,066.39	29.467%
---------------------	-------------	---------

Thanks,

Mike

Michael Borea

Commerical & Residential - New Construction, Sales

76 Meadow St 2nd Floor, East Hartford, CT 06108

Telephone 203.795.7603

Fax 860.727.3326

michael.borea@uinet.com

In the interests of the environment,
please print only if necessary and recycle.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Water Shortage Ordinance Referrals
2. **Date of Board Meeting:** June 25, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Michael N. Glidden, Assistant Town Planner; Jerome F. Shea, Town Engineer; Thomas J. Roy, Director of Public Works

Maria E. Capriola

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

If the Board of Selectmen supports sending a referral to a number of agencies to seek feedback on the proposed Water Shortage Ordinance, the following motion is in order:

Move, effective June 25, 2018 to refer the Water Shortage Ordinance to the Planning Commission, the Zoning Commission, the Culture, Parks and Recreation Commission, the Conservation Commission and the Farmington Valley Health District. The purpose of this referral is to seek feedback on the proposed ordinance and to determine whether or not any modifications to the draft ordinance may be needed. Referral responses will be respectfully requested by July 27, 2018.

5. **Summary of Submission:**

A sub-committee of the Board of Selectmen has been reviewing the feasibility of implementing a Water Shortage Ordinance, along with preparing a draft ordinance. The purpose of this ordinance is to protect, preserve and maintain the public health, safety and welfare whenever there is a threatened or critical water shortage in Town due to dry conditions, providing the ability for the town to impose various water use restrictions, and giving the Town the authority to enforce those restrictions.

The Water Shortage Ordinance Sub-Committee reconvened on May 1st and has been meeting regularly since that time. The Sub-Committee members are Chris Kelly and Mike Paine. I assigned Mike Glidden, Assistant Town Planner as staff to the Sub-Committee. Additionally, Tom Roy, Public Works Director, Jeff Shea, Town Engineer, and I have been providing additional staff support to the Sub-Committee. Don Rieger with the Conservation Commission / Inland Wetlands Agency has also been participating in this initiative.

On May 2, 2018, the Sub-Committee met with members of the Tariffville Water Commission to discuss the proposed ordinance. The ordinance was revised to incorporate concerns that members of the Tariffville Water Commission expressed to the Sub-Committee. Coordination with Aquarian and Connecticut Water Company is being led by Tom Roy. As with the Tariffville Water Commission, feedback from these

service providers will be shared and considered for incorporation into the proposed ordinance.

The draft ordinance was last presented to the full Board of Selectmen on January 8, 2018. A substantially revised draft of the ordinance has been prepared and is attached, dated June 21, 2018. The Town Attorney has reviewed the attached draft ordinance. Staff and the Sub-Committee plan to send out a communication to various community stakeholders seeking feedback on the proposed ordinance. Additionally, staff and the Sub-Committee believe it would be prudent to make a formal request to the following agencies seeking feedback on the proposed ordinance: Planning Commission; Zoning Commission; Conservation Commission; Culture, Parks & Recreation Commission; and the Farmington Valley Health District. The Commissions would be asked to present their findings and recommendations to the Town Manager by July 27th. The Town Manager would then coordinate distribution of the received feedback to the Board of Selectmen in advance of your August 13th meeting.

The following tentative timeline is suggested for moving the ordinance forward:

- 6/25 – Draft ordinance submitted to full BOS, formal referral request made to agencies (Planning, Zoning, Conservation, Culture, Parks & Recreation Commission, Health District)
- Week of 6/25 – Correspondence to community stakeholders sent seeking feedback on the draft ordinance
- 7/27 – Referrals due back to BOS
- 8/13 – BOS sets a public hearing date for the ordinance
- 9/10 – BOS holds public hearing on the ordinance
- 9/24 – BOS votes to adopt or reject the ordinance

The ordinance would require the development of a water management plan to be used during a Stage 1 Threatened Water Shortage, in which voluntary conservation measures would be encouraged by the Town. Staff would work to develop a draft water management plan.

The proposed ordinance carries a fine of one hundred dollars (\$100.00) for each violation of a prohibition identified in section 157-4 of the Water Shortage Ordinance. The sample authorized enforcement agent designation letter is consistent with our letter used for designating individuals with the authority to enforce our blight and storm water ordinances. Initially, it is anticipated that several staff members within the Departments of Public Works, Planning and Engineering would be designated to enforce the Water Shortage Ordinance.

Should this ordinance move forward, the proposed date of the public hearing is September 10, 2018, and would be scheduled at the August 13, 2018 Board of Selectmen meeting. Section 404 of the Town Charter sets forth the requirements for a public hearing on and publication of an ordinance. The Board of Selectmen is required to have at least one public hearing on a new or amended ordinance. We are required to give at least 7 days' notice in a newspaper having general circulation in the town. The Town Clerk also posts the notice in a public place, and copies of the ordinance must be available at the Town Clerk's Office. We also post the ordinance on the Town's webpage. A second hearing must be held if substantive changes are made to the ordinance (as determined by Town Counsel).

Once the 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 ordinances would become effective on the twenty-first day after final publication. General Code will assign the Chapter number to this new ordinance.

6. Financial Impact:

Costs associated with staff time to administer and enforce this ordinance would be incurred. However, since we do not have experience administering such an ordinance, the amount of staff time required to do so is unknown.

7. Description of Documents Included with Submission:

- a) Draft Water Shortage Ordinance, dated June 21, 2018
- b) Sample Authorized Enforcement Agent Designation Letter

TOWN OF SIMSBURY
DRAFT Water Shortage Ordinance
Dated June 21, 2018

Sec. 157-1. Authority and Purpose.

The Town of Simsbury, under its powers pursuant to state law, has adopted this ordinance to protect public health and welfare. This ordinance implements the Town's authority to impose water use restrictions, conditioned upon a finding by the Board of Selectmen that a water shortage or state of ground water depletion exists, or upon a state of water use restrictions or a declaration of public drinking water supply emergency issued by the Department of Public Health pursuant to C.G.S. 25-32b.

The purpose of this ordinance is to protect, preserve and maintain the public health, safety and welfare whenever there is in force a finding by the Simsbury Board of Selectmen of a critical water shortage or a declaration by the State of Connecticut of a State Water Use Restriction or State of Public Drinking Water Supply Emergency by providing for enforcement of any duly imposed restrictions, requirements, provisions or conditions imposed by the Town or by the State of Connecticut.

Pursuant to the General Statutes of the State of Connecticut, it is hereby declared to be in the best interest of the public health and safety of the residents and citizens of the Town of Simsbury to assist in regulating and restricting the use of water during a critical water shortage.

Sec. 157-2. Definitions.

(a) When used in this ordinance, unless the context otherwise requires:

(1) Authorized Enforcement Agency: Employees or designees of the town as designated by the Town Manager to enforce this ordinance.

(2) Person: Person shall be construed to mean and include an individual, a corporation, a partnership, a trust, an unincorporated organization, business organization of any kind or any other group or organization.

(3) Town: Town means the Town of Simsbury.

(4) Water: Water means water from water companies, well water and water sources including but not limited to: community water systems, ponds, lakes, streams, rivers, and ground water. Water from rain barrels, cisterns or similar devices are excluded from this ordinance.

(5) Water Company: Water Company means the Aquarion Water Company, Connecticut Water Company or the Tariffville Fire District or their successors and assigns or any other public utility water company providing public water supply in the Town.

(6) Voluntary Conservation Measures: Voluntary Conservation Measures includes any measures recommended by the Board of Selectmen in an effort to reduce water consumption in Simsbury. These are recommendations offered without penalty.

(7) Threatened Water Shortage: Threatened water shortage shall exist whenever the Board of Selectmen, after there has been consultation with the Water Companies and other persons or bodies the Board deems appropriate, determines that the adequacy of the Town water supply to meet the

demands of the Town for health, sanitation and preservation of businesses is threatened. A threatened water shortage will also be referred to as a Stage 1 water shortage.

(8) Critical Water Shortage: Critical water shortage shall exist whenever the Board of Selectmen, after there has been consultation with the Water Companies and other persons or bodies the Board deems appropriate, determines that the water supplies available to the Town are at, or are in danger of reaching levels insufficient to provide for the normal needs of the public health, preservation of human life, sanitation, safety, welfare and economy of the Town. A critical water shortage will also be referred to as a Stage 2 water shortage.

Sec. 157-3. Stage 1, Threatened Water Shortage.

Upon its determination that there is a Stage 1 threatened water shortage, the Board of Selectmen may instruct the Town Manager to prepare and implement a water management plan, or, if such a plan already exists, to update it as necessary. Such water management plan shall address the staffing and processes by which Town staff will address needs occasioned by the threatened water shortage, and its implementation may include, among other activities, consultations with other parties and preparation of recommendations to the Board of Selectmen, including, among other matters, those concerning voluntary water conservation matters.

Sec. 157-4. Stage 2, Critical Water Shortage.

Upon its determination that a Stage 2 critical water shortage exists, and that voluntary conservation measures were implemented and have failed or are deemed inadequate to provide relief for the critical water shortage, the Board of Selectmen after consultation with the Water Companies and other persons or bodies the Board deems appropriate, shall have the power to declare to be unlawful some or all of the following acts, subject to such reasonable and necessary exceptions as determined by the Board of Selectmen to be in the public interest. Such action shall be effective upon publication pursuant to §157-5 of this Chapter:

- (a) Using water to sprinkle, water or irrigate any plants, lawns, grass, ground covers, vines, flowers, shrubbery, trees or any other vegetation unless necessary to sustain food crops, crops for harvest or stocks of a business inventory;
- (b) Using water for private and/or public recreational, ornamental or decorative purposes, including but not limited to fountains, pools or ponds;
- (c) Using water to wash or clean motor vehicles or trailers unless done as a means of livelihood at a commercial facility. This restriction shall not apply to vehicles required by law to be washed or cleaned for sanitary, health or safety reasons;
- (d) Using water to wash or flush sidewalks, driveways, pavements, porches or other outdoor surfaces;
- (e) Using water to wash the outside of buildings or structures;
- (f) Using water to wash or clean windows unless done as means of livelihood and only then by washing or cleaning exclusively from a bucket or container of three (3) gallons capacity or less;
- (g) Using water from fire hydrants, other than for health or safety;

(h) Permitting exterior water supply lines to remain in a state of disrepair, resulting in the escape of water;

(i) Operating an air-conditioning device or system using water as a coolant unless the same shall be of the water recirculating type;

(j) Such other uses and activities as the Board of Selectmen shall declare following public comment at a noticed meeting of the Board of Selectmen.

The Board of Selectmen may phase in the restrictions to tailor them according to the severity and nature of the critical water shortage.

Sec. 157-5. Notice of Water Use Restrictions.

If the Board of Selectmen imposes restrictions under §157-4 or modifies existing restrictions to make them stricter or more inclusive, it shall notify the Connecticut Department of Public Health and the Connecticut Department of Energy and Environmental Protection in writing within fourteen (14) days of the effective date of the restrictions or changes. The Board of Selectmen shall give public notice of such restrictions or changes before they become effective.

Sec. 157-6. Exceptions, Application for Waiver.

Any water users that consider the restrictions, as imposed, to adversely affect their livelihood, publicly or privately held capital assets, health or sanitation, may make written application for a waiver. Any such application shall be directed to the attention of the Board of Selectmen, which shall refer the application, within three (3) business days, to the Farmington Valley Health District with the request that it make a recommendation, within three (3) business days if possible, as to whether a waiver should be granted. Following receipt of the recommendation, the Board of Selectmen may make a determination to approve or deny the waiver request. The Board of Selectmen may opt to delegate to Town staff the decision whether to approve or deny a waiver request.

Whenever the Board of Selectmen, or Town staff exercising delegated authority, shall make an exception pursuant to §157-4 it may attach reasonable conditions.

Sec. 157-7. Use of Water to Maintain Health Standards.

The Farmington Valley Health District shall have the authority to permit a reasonable use of water in any case necessary to maintain adequate health and sanitation standards.

Sec. 157-8. Violations and Penalties.

Whenever the authorized enforcement agency determines that a person has violated an enacted prohibition as identified in 157-4 during a Stage 2 critical water shortage, the authorized enforcement agency is authorized to issue a fine to the violator in the amount of one hundred dollars (\$100.00) for each offense. Each violation of a separate section shall be considered a separate offense and shall not merge with a violation of any other section. Any violation continued more than one (1) day shall constitute a separate offense for each day such violation continues. The Town of Simsbury shall consult with Water Companies to ensure residents are not penalized by multiple entities for the same offenses.

Sec. 157-9. Appeals.

Any person receiving a fine may appeal the determination of the authorized enforcement agency. The notice of appeal must be received in writing and filed with the Town Clerk's Office within ten (10)

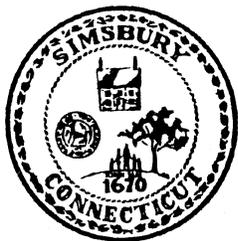
business days from receipt of the notice of the fine. For this purpose, notice shall be deemed received three (3) calendar days from the date of the notice. Hearing on the appeal before the Hearing Officer shall take place within thirty (30) business days from the date of receipt of the notice of appeal. The decision of the Hearing Officer shall be final.

Sec. 157-10. Termination of Prohibitions.

Any actions of the Board of Selectmen taken under this Chapter shall continue in effect until the Board of Selectmen determines that there is no continuing need for restrictions. The Board of Selectmen shall review any finding of a water shortage or state of ground water depletion at least every thirty (30) days from the date of the initial finding. The Board of Selectmen shall cause notice of the various terminations to be published in the manner provided for in §157-3.

Sec. 157-11. Invalidity.

If any part, subsection, sentence, clause, phrase or other portion of this Chapter is, for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed to be a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

Sent via E-Mail

July XX, 2018

[Name]

[Position Title]

Re: Designation as Authorized Enforcement Agent – Water Shortage Ordinance

Dear [Name],

This letter is to designate you as an Authorized Enforcement Agent of the Town of Simsbury's Water Shortage Ordinance in accordance with Chapter 157 of the Code of the Town of Simsbury. Chapter 157, Section 2 indicates that this designation is to be given by the Town Manager. As an Authorized Enforcement Agent, you are granted the authority to enforce the ordinance, including the ability to issue fines in accordance with Section 8 – Violations and Penalties.

Thank you for serving in this capacity.

Regards,

Maria E. Capriola
Town Manager



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Letter of Support for AARP Age Friendly Designation
2. **Date of Board Meeting:** June 25, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Kristen Formanek, Director of Social and Community Services *Maria E. Capriola*

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the Aging and Disability Commission's request to pursue the AARP Age Friendly Community Designation, the following motion is in order:

"Move, effective June 25, 2018 to support the Aging and Disability Commission's request to pursue the AARP Age Friendly Community Designation and to authorize Town Manager Maria E. Capriola to issue the letter of support as presented."

5. **Summary of Submission:**
The Aging and Disability Commission has expressed an interest in pursuing a designation from AARP as an "Age Friendly Community." Ed LaMontagne, Chair of the Aging and Disability Commission conducted a presentation regarding the Age Friendly Community Designation to the Board of Selectmen at your May 14, 2018 meeting.

The application for an Age Friendly Community Designation requires a letter of commitment from the Community Executive. The letter of commitment must address the following content: establishing mechanisms to involve older people; a baseline assessment of the age-friendliness of the community; the development of a community-wide action plan based on the findings of the assessment; and identification of indicators so progress can be monitored against the action plan². A sample letter of commitment provided by AARP is included as an attachment.

The Town Manager directed Social Services staff to research the level of staff support and financial resources that would be needed to support both the application and implementation processes; background information was shared with the Board of Selectmen at your June 11, 2018 meeting. Additionally, Kristen Formanek, Director of Social and Community Services and I met with the Aging and Disability Commission on June 12, 2018. At that meeting, we reviewed current special projects and initiatives underway at the Social Services Department through the end of the calendar year (attached). Staff also expressed a desire to pursue Senior Center accreditation, and that we viewed that as a building block towards preparing for the AARP Age Friendly

² Source: AARP website

Community Designation. The Commission expressed a willingness to do hands-on work related to the Age Friendly Community Designation application process, and also seemed understanding that we do not currently have staff capacity or allocated town resources for this initiative.

If the Board of Selectmen is supportive of the Aging and Disability Commission working towards pursuing the AARP Age Friendly Community Designation, the Board of Selectmen should authorize the Town Manager to issue a letter of commitment. I would assign the Department of Social and Community Services as lead staff assigned to support the initiative, but with the understanding that staff resources are not available through the end of the calendar year, and on a limited basis until the later part of 2019 (due to the Director's time commitment towards pursuing her licensed clinical social worker (LCSW) designation).

6. Financial Impact:

Since staff time to support the application and implementation processes is not yet known, it is difficult to estimate the cost associated with staff hours needed to support the endeavor. Additionally, financial resources may need to be allocated to follow through with implementation of the required community assessment and action plan; if consulting services or other financial resources will be needed, the Town Manager will initially address that through FY 19/20 budget development.

7. Description of Documents Included with Submission:

- a) Proposal for Establishing Simsbury as an Age Friendly Community
- b) Proposed Letter of Commitment, Town of Simsbury
- c) Sample Letter of Commitment, Austin, TX
- d) Memo from M. Capriola, re: Update on Social Services Projects and Initiatives, dated June 12, 2018
- e) Memo from K. Formanek, re: AARP Age Friendly Community Designation, dated May 29, 2018

PROPOSAL FOR ESTABLISHING SIMSBURY AS AN AGE-FRIENDLY COMMUNITY

BACKGROUND

AARP Livable Communities

As the U.S. population ages and people stay healthy and active longer, communities must adapt.

Well-designed, livable communities promote health and sustain economic growth, and they make for happier, healthier residents – of all ages.

The AARP Network of Age Friendly Communities is an affiliate of the World Health Organization's Age Friendly Communities Program, an international effort launched in 2006 to help cities prepare for rapid population aging. AARP's participation in the program advances efforts to help people live easily and comfortably in their homes and communities as they age. Only two cities in Connecticut, Greenwich and Newtown, have this designation. Glastonbury is in the process of applying.

Benefits of Membership

1. Access to a global network of participating communities, as well as aging and civil society experts.
2. Access to key information about the program, such as the latest news and information about best practices, events, results, challenges and new initiatives
3. Opportunities for other cities, both domestic and international
4. Mentoring and peer review by member cities
5. Public recognition of the community's commitment to become more age-friendly

What membership means is that a community's elected leadership has made the commitment to actively work toward making their town, city or county a great place for people of all ages.

There is no fee to join the AARP Network of Age-Friendly Communities.

The 8 Domains of Livability

The World Health Organization has identified eight domains of livability that influence the health and quality of older adults.

- Outdoor Spaces and buildings
- Transportation
- Housing
- Social participation
- Respect and social inclusion
- Civic participation and employment
- Communication and information
- Community support and health services

PROCESS

Step One: Getting started

1. Obtain the political commitment of the community's elected officials
2. Organize stakeholders
3. Conduct assessments to identify needs
4. Establish an advisory committee that includes older adults

Step Two: Planning (Year 1-2)

1. Establish a way to involve older persons in all stages of the age-friendly cities and communities process, such as creating a citizen's advisory group or age friendly committee.
2. Conduct a comprehensive and inclusive baseline assessment of the age-friendliness of the community.
3. Develop a three- year community-wide action plan based on assessment findings.
4. Identify indicators to monitor progress against this plan.

Step Three: Implementation (Year 3-4)

1. Write the action plan report
2. Monitor Progress

Step Four: Evaluation (Year 4-5)

1. Monitor Progress

For more information: <http://www.aarp.org/livable-communities>



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

June 25, 2018

To whom it may concern,

The Town of Simsbury, Connecticut is eager to join the growing list of AARP Network of Age-Friendly States and Communities. At their June 25, 2018 Board of Selectmen meeting, the Board of Selectmen have authorized me, the Town Manager, to issue this letter of commitment.

This will be an initiative of our Aging and Disability Commission. The commission consists of 12 regular members and 4 alternates serving in an advisory capacity to the Board of Selectmen. The Commission will be taking the lead on this cause; they are led by Chair Ed LaMontagne. Mr. LaMontagne can be reached by phone at (860) 658-1147 or by email at simsburyha@comcast.net. The Town's primary staff contact for this initiative is our Director of Community and Social Services, Kristen Formanek. Kristen can be reached by phone at (860) 658-3283 or by email at kformanek@simsbury-ct.gov. I am also available to assist in answering questions. I can be reached at (860) 658-3230 or townmanager@simsbury-ct.gov.

The Town of Simsbury recognizes the quick growth in the world's aging population and the challenges that may come along with reaching certain ages. The Town would like to express its commitment to the four areas that the AARP is looking for in its Network of Age-Friendly Communities. Simsbury will commit itself to: establishing mechanisms to involve older generations; a baseline assessment of the age-friendliness of the community; the development of a community-wide action plan based on the findings of the assessment; and identification of indicators so progress can be monitored against the action plan.

Sincerely,

Maria E. Capriola

Maria E. Capriola
Town Manager



City of Austin

Mayor Lee Leffingwell · 301 Willie Nelson Boulevard, Austin, Texas 78701 · www.mayorleffingwell.com
Office (512) 974-2250 · Fax (512) 974-2337 · Lee.Leffingwell@austintexas.gov

December 12, 2012

Mr. Bob Jackson
AARP Texas State Director
98 San Jacinto Blvd. Suite 750
Austin, TX 78701

Dear Mr. Jackson:

On behalf of the City of Austin, we are excited about the opportunity to join with AARP Texas and the World Health Organization (WHO) to become an Age-Friendly Community. Along with other selected communities in the nation, Austin is committed to promoting policies to make American cities friendly to aging populations.

The Austin-Round Rock metropolitan area is the nation's 3rd fastest growing community of people aged 65 and older. We are the nation's #1 fastest growing population of people between the ages of 55 and 64.

To address our changing demographics, our community has recently convened a Task Force on Aging comprised of a diverse group, including executives from non-profit providers, funding agencies, policy makers, and academia. Our goal is to ensure our aging neighbors have the resources to be healthy, independent and integrated into community life.

As a participant in the national network of communities, it is the intent of the City of Austin to:

- Include the active engagement of older adults in the Task Force.
- Secure a council resolution to work toward become age-friendly.
- Establish a Plan of Action that responds to the needs identified by older adults in the community.
- Commit to measuring activities, reviewing action plan outcomes and reporting on them publicly.

We look forward to working with AARP Texas staff and volunteers to ensure our community has the appropriate infrastructure in place so we can all age with dignity.

Sincerely,


Lee Leffingwell
Mayor



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

MEMORANDUM

To: Aging and Disability Commission
From: Maria Capriola, Town Manager
Cc: Kristen Formanek, Director of Social Services
Date: Tuesday, June 12, 2018
Subject: Update on Social Services Projects and Initiatives

The following is an outline of current Social Services special projects and initiatives underway, primarily for summer and fall 2018. In addition to the special initiatives, staff continues to provide direct-service work to our clients and manage our existing programs and day-to-day operations.

- I. Renovations to Eno Memorial Hall (Summer 2018).
 - a. Kitchen, bathrooms, and pending the availability of funds, acoustical and sound improvements to the auditorium.
 - b. Temporary impact on programs, including relocation, etc.
- II. Addition of new social worker position (Summer/Fall 2018).
 - a. Preparation of job description, compensation (early summer).
 - b. Recruitment for position (mid to late summer).
 - c. Onboarding and training of selected candidate (Fall 2018).
 - d. Reorganization of duties and updates to job descriptions for outreach worker and Director (Summer 2018).
 - e. Physical office space coordination including moves to accommodate new staff member (Summer/Fall 2018).
- III. Director's pursuit of licensure [LCSW] (Summer 2018 – estimated conclusion 18 months later).
- IV. Training of staff member to be a CHOICES counselor.
- V. Selection of and training for new trustees for our Trusts (Summer/Fall 2018).
- VI. Updating Juvenile Review Board purpose and membership composition (Summer/Fall 2018).
- VII. Truancy requirements for the JRB (review is ongoing).
- VIII. Updates to outreach program for seniors that have had medical calls for service to their homes to ensure compliance with HIPPA (review is ongoing).
- IX. Staff's interest in considering a Senior Center accreditation process – to assist with long-term goal of achieving new or renovated Senior Center.



Town of Simsbury

754 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Community and Social Services Department

MEMORANDUM

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

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

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

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

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

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

FK /csb



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Social Services Job Descriptions & Social Worker Classification
2. **Date of Board Meeting:** June 25, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Kristen Formanek, Director of Social and Community Services *Maria E. Capriola*

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

If the Board of Selectmen supports the changes in job descriptions for the Director of Social and Community Services and the Coordinator of Elderly Outreach, the following motion is in order:

Move effective, June 25, 2018 to approve the proposed modifications to the job description for the Director of Social and Community Services and the Coordinator of Elderly Outreach Services as presented.

If the Board of Selectmen supports the creation of the Community Social Worker classification, the following motion is in order:

Move, effective June 25, 2018 to approve the creation of the position classification of Community Social Worker and the job description as presented. Further move to approve an annual salary range for the Community Social Worker position of \$55,000 - \$70,000 (MSW level) or \$45,000-\$60,000 (BSW level), which may be amended from time to time through resolutions of the Board of Selectmen.

5. **Summary of Submission:**

Attached please find proposed changes to the existing job description for the following positions in the Social and Community Services Department:

- Social and Community Services Director
- Coordinator of Elderly Outreach Services (Outreach Worker)

The proposed modifications are minor in scope, and are mostly reflective of duties being assigned and reassigned to staff due to the upcoming addition of a new social worker position for the Department. The Director of Social and Community Services was involved in preparing the revisions. There are no proposed changes in job titles or pay ranges at this time.

Attached please find a proposed job description and salary range for the newly established social worker position in Social and Community Services. Funds have been

budgeted in FY 18/19 for this new position. The Director of Social and Community Services was involved in preparing the job description. Staff in the Town Manager's Office prepared the salary benchmarking analysis and reviewed it with the Director.

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

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

The Personnel Committee reviewed and endorsed the proposed job descriptions, social worker classification, and salary ranges for the social worker position at their June 21, 2018 meeting.

6. Financial Impact:

Adequate funds are budgeted in the FY 18/19 Social Services department budget to support hiring a social worker within the presented salary ranges. It is anticipated that a new social worker would be hired and begin work in the fall following a recruitment that occurs this summer.

7. Description of Documents Included with Submission:

- a) Proposed Job Description – Director of Social and Community Services
- b) Proposed Job Description – Coordinator of Elderly Outreach Services
- c) Proposed Job Description – Community Social Worker
- d) Social Worker Salary Analysis

TOWN OF SIMSBURY

Title: Director of Community and Social Services **Grade:** A-8

FLSA: EXEMPT **Date:** ~~July 31, 2017~~

June 21, 2018

POSITION DESCRIPTION

GENERAL SUMMARY:

Performs a variety of administrative, professional and supervisory work in overseeing the operations of the Social Services Department. Responsible for the development and maintenance of programs for: adult care and welfare; child care and welfare; mental health, developmental and addiction services; counseling; veteran affairs; financial, medical and energy assistance; transportation and such additional related programs as may be offered by the Town of Simsbury.

SUPERVISION RECEIVED:

Receives general direction from the Chief Executive Officer of the Town of Simsbury.

SUPERVISION GIVEN:

Supervises the operation of the Senior Center and all Social Services functions.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS:

- Plans, supervises and evaluates the delivery of Social Services for the Town including transportation programs, the Senior Center, Senior Outreach, Counseling, Financial and Medical Assistance, Energy Assistance, Food Programs and the Renter's Rebate Program.
- Researches and evaluates short and long term social service needs of the Town; develops related program goals and recommends program development; reviews proposed and adopted local, State and Federal legislation and assesses potential impact on department programming and operations.
- Develops policies and procedures for the Social Services Department as necessary to ensure efficient operation.
- Ensures compliance with local, State and Federal law governing department programs and activities.
- Maintains financial and statistical records and prepares monthly, quarterly and annual reports for social programs; directs the development and maintenance of systems and records that provide for the evaluation, control, and documentation of department activities and programs.
- Responsible for confidentiality of data.
- Prepares and administers capital and annual operating budgets; develops and implements department goals and strategies on an annual basis.
- Assists in the preparation, review and administration of vendor contracts and agreements.

- Develops Social Services programming and assists with the development of Senior Center programming; works closely with other Town departments to develop joint programming opportunities; promotes and publicizes programs and activities.
- Directs and supervises the selection, training, assignment, scheduling, evaluation and discipline of department employees; administers personnel rules and regulations and collective bargaining agreements for department employees.
- Serves on local boards and committees and represents the Town at such meetings; develops and maintains contacts with various state, regional and local social service agencies.
- Serves as staff to Fair Rent Commission, the Community For Care Committee and Public Safety Committee.
- Serves as Chairman of Simsbury's Juvenile Review Board and the Youth Advisory Board, [and/or supervises designated Social Worker](#).
- Responds to emergency calls (particularly police and fire referrals) outside of working hours.
- Directs, reviews, drafts as necessary, and approves grant applications, including but not limited to the Youth Service Bureau and CASAC; administers grants received.
- Provides youth services for the Town through Youth Service Bureau, [and/or supervises designated Social Worker](#).
- Provides brief counseling to Simsbury residents.
- Conducts interviews, determines eligibility and authorizes grants for financial and medical assistance, energy assistance, food programs and private funds.
- Provides housing assistance to residents.
- [Assists in obtaining](#) shelter for homeless individuals and families; interprets State and Federal regulations governing eligibility and grants, methods of payment and legal rights.
- Represents Town in all Evictions/Ejectments and takes possession of all property taken by State Marshal; ~~mediates landlord/tenant complaints~~.
- [Serves as the Town's Fair Housing Officer](#).
- Serves as Town's Veteran Service Contact.
- Manages Emergency Shelter when needed.
- Provides crisis intervention.
- Responsible for all private funds, trusts and donations, and reports to Probate Court annually.
- Contracts with local therapists for the Family Therapy Program.
- Accepts referrals from schools, churches, private agencies and hospitals.

ADDITIONAL JOB FUNCTIONS:

- Perform all related work as needed or as assigned.

MINIMUM QUALIFICATIONS:

Education & Experience:

- The skills and knowledge required would generally be acquired with a Master's Degree in Social Work (LMSW) and two years of experience in municipal social services work.
- Experience in running a social service program a plus.

Knowledge, Skill and Ability:

- Thorough knowledge of human services programs.
- Knowledge of Federal, State, and community resources and programs.
- Ability to effectively communicate orally and in writing.
- Thorough ability to follow oral and written instructions and to maintain information in confidence.
- Ability to supervise.
- Strong knowledge of current office technology, including but not limited to Microsoft Office, Excel and PowerPoint.
- Thorough ability to perform administrative procedures.

Additional Eligibility Requirements:

- Valid, active Motor Vehicle Operator's license required.

Required Physical and Mental Health Effort and Environmental Conditions:

- Must be able to sit at a desk or stand and work continuously for extended periods of time.
- Ability to talk and hear.
- Ability to use and operate objects, tools, or controls and reach with hands and arms.
- Specific vision abilities required by this job include close vision and the ability to adjust vision.
- Works in office setting subject to continuous interruptions and background noises.
- Includes exposure to video display terminals on a daily basis.
- Ability to move reports and office equipment by exerting up to ten (10) pounds of force.
- Ability to file letters, correspondence, reports, etc. in file cabinet drawers ranging in height from 1' to 6' from the floor.
- Ability to handle stressful situations.
- Ability to move throughout town buildings and sites.
- Ability to operate a motor vehicle.
- This position occasionally requires long hours beyond those scheduled hours, including evening and weekend work as job duties demand. Additional hours, including nights, may be required for emergencies and program coverage.

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

EEOC STATEMENT:

It is the policy of the Town of Simsbury to provide equal employment opportunity to all persons regardless of age, color, national origin, citizenship status, physical or mental disability, race, religion, creed, gender, sex, sexual orientation, gender identity and/or expression, genetic information, marital status, status with regard to public assistance, veteran status, or any other characteristic protected by federal, state or local law. In addition, the Town of Simsbury will provide reasonable accommodations, that do not present an undue hardship, for qualified individuals with disabilities.

Town of Simsbury

TITLE: Coordinator of Elderly Outreach Services **GRADE:** T-4

DEPARTMENT: Social Services

DATE: ~~September 12, 2005~~
June 21, 2018

POSITION DESCRIPTION:

Under the general supervision and direction of the Social Services Director, independently responsible for administration of the Friendly Visitor Program and providing outreach services to senior residents and their families.

ESSENTIAL FUNCTIONS:

- ~~Recruits, interviews, trains and matches volunteers with homebound clients~~
- ~~Makes~~ Conducts initial assessments of all client referrals and provides follow-up visits as needed.
- Provides information and support to homebound residents and their families on a broad range of community resources.
- ~~Makes~~ Conducts home visits and outreach as needed.
- Provides CHOICES counseling to eligible residents. Maintains CHOICES certification and attends appropriate trainings.
- ~~Works closely with other Social Services staff and community agencies, such as the Visiting Nurse Association, McLean Home, and senior housing staff, and police.~~
Collaborates with staff, community partners and area agencies to deliver and connect social services programs to seniors.
- Coordinates health related and educational support groups.
- ~~Makes~~ Conducts follow up telephone calls on all senior citizen related medical calls for service in Simsbury ~~Police medically aided reports.~~
- ~~Makes~~ Conducts assessments of at risk elderly living situations.
- Manages database of at risk elderly and offers services to them.
- Ensures that all at risk elderly have been contacted prior to a significant weather event or potential emergency situation to ensure that their needs are met. Conducts follow-up post-storm events as needed.
- Promotes Friendly Visitor Program within community.
- Matches volunteers with homebound clients. Monitors volunteers and their respective visitee/client.
- Works closely with Probate Court to establish Conservatorships.
- Identifies home care needs and makes recommendations to appropriate agency. Coordinates home care services when needed.
- Maintains confidential data, case records, and statistics. Prepares reports and case files.
- Performs other related duties as assigned.

ADDITIONAL DUTIES:

- Answers telephone and/or provides office coverage.
- Assists with special departmental programs as needed.
- May perform additional tasks and duties as requested.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to give clear, concise written and oral instructions.
- Knowledge of and sensitivity to seniors and physically and mentally challenged and their abilities and limitations.
- Ability to work independently with minimum supervision.
- Ability to work cooperatively with others.
- Knowledge of state and federal programs for the elderly and physically and mentally challenged.
- Knowledge of community resources.
- Knowledge of area nursing homes and their admission criteria.
- Ability to engage others with open-minded questioning.
- Ability to monitor new issues and techniques appropriate to elderly services and outreach programs.
- Ability to assign, train and supervise staff and volunteers.
- Ability to maintain harmonious relationships with other employees, department officials and the public.
- Ability to deal in friendly, effective and impartial manner with volunteers, staff and the public in person and via the telephone.
- Ability to learn to operate data and word processing computer.
- Knowledge and ability to analyze problems and to develop and implement programs to address these problems.
- Knowledge and ability in computer databases for data management, planning analysis and report preparation.
- Ability to use computer to access, process and retrieve information contained in file records and computer databases.

REQUIRED PHYSICAL AND MENTAL EFFORT AND ENVIRONMENTAL CONDITIONS:

- Works in office setting subject to continuous interruptions and background noises.
- Ability to move throughout Town Hall and other Town buildings and sites and access client's homes, which may include climbing stairs.
- Ability to operate a motor vehicle.
- Employee is occasionally required to sit; climb; and talk or hear.
- Must be able to sit at a desk or stand and work continuously for extended periods of time.
- Ability to carry reports and office equipment weighing up to 25 pounds.
- Ability to file letters, correspondence, reports, etc. in file cabinet drawers ranging from 1' to 7' from the floor.
- Ability to get into and out of an automobile.

REQUIRED MINIMUM QUALIFICATIONS:

Skills and knowledge required would generally be acquired with an Associate's Degree from an accredited college in social, human services or a related field with a minimum of two years of experience; or a Bachelor's Degree from an accredited college in social work, human services or a related field with a minimum of four months of experience. ~~is preferred. Some experience with elderly is desirable.~~ Bachelor's degree is preferred. Municipal experience and experience working with the elderly population are desirable.

LICENSE OR CERTIFICATE:

Valid Motor Vehicle Operator's License.

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

TOWN OF SIMSBURY - **DRAFT**

TITLE: Community Social Worker

DATE: June xx, 2018

DEPARTMENT: Community and Social Services

SALARY RANGE: \$55,000 - \$70,000 (MSW)
\$45,000 - \$60,000 (BSW)

AFFILIATION: Unaffiliated (Non-Union)

FLSA STATUS: Exempt. 35 hours per week (regular work schedule)

POSITION DESCRIPTION:

Performs responsible social work involving case management, outreach, program development and implementation, and group work. Through delivery of social services, works with clients, volunteers, and community contacts to improve economic, social, and emotional stability for residents. Provides social services and related programs to the Town's youth and families. Receives supervision and direction from the Director of Community and Social Services.

ESSENTIAL JOB FUNCTIONS:

- Provides case management, needs assessment, information and referral to departmental clients. Conducts group work.
- Screens for and assists clients in completing applications for federal, state, and local assistance programs.
- Screens for client eligibility for local food assistance programs; meets with clients during intake and processes applications.
- Assists in the coordination and delivery of local food programs, holiday programs, and other department sponsored programs.
- Conducts home visits and outreach as needed.
- Provides coordination of social services for youth and their families.
- Coordinates the activities of and provides services through the Youth Service Bureau. Ensures compliance with local, state and federal law governing Youth Service Bureau programs and activities.
- Provides programs and services to prevent and alleviate substance abuse.
- Assists in the development and implementation of social services related programs. Collaborates with community partners and area agencies to deliver social services programs.
- Maintains confidential data, case records, and statistics. Prepares reports and case files.
- Assists in the preparation of grant applications. Assists in the administration of grant awards. Ensures compliance with grant requirements.
- Coordinates department volunteer program, providing orientation, training, and on-going supervision of volunteers.
- Maintains volunteer record keeping and communications systems and organizes annual volunteer recognition.

- Procures contracted services in accordance with town policies and procedures and monitors contractor performance.
- Staffs advisory committees and boards as assigned.
- Supervises social work interns as assigned.

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

ADDITIONAL JOB FUNCTIONS:

- May perform additional tasks and duties as assigned.

MINIMUM QUALIFICATIONS:

Education & Experience:

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

Knowledge, Skills and Abilities:

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

Additional Eligibility Requirements:

- Valid, active Motor Vehicle Operator’s license required.
- If the selected candidate has a master’s degree in social work, they must maintain their social worker licensure (LMSW). If a selected candidate with a master’s degree in social work does not have licensure at the time of hire, they must obtain their licensure within twelve (12) months from their date of hire.

Required Physical and Mental Health Effort and Environmental Conditions:

- Must be able to sit at a desk or stand and work continuously for extended periods of time.
- Ability to talk and hear.
- Ability to use and operate objects, tools, or controls and reach with hands and arms.

- Specific vision abilities required by this job include close vision and the ability to adjust vision.
- Works in office setting subject to continuous interruptions and background noises.
- Includes exposure to video display terminals on a daily basis.
- Ability to move reports and office equipment by exerting up to ten (10) pounds of force.
- Ability to file letters, correspondence, reports, etc. in file cabinet drawers ranging in height from 1' to 6' from the floor.
- Ability to handle stressful situations.
- Ability to move throughout town buildings and sites.
- Ability to operate a motor vehicle.
- This position occasionally requires long hours beyond those scheduled hours, including evening and weekend work as job duties demand. Additional hours, including nights, may be required for emergencies and program coverage.

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

EEOC STATEMENT:

It is the policy of the Town of Simsbury to provide equal employment opportunity to all persons regardless of age, color, national origin, citizenship status, physical or mental disability, race, religion, creed, gender, sex, sexual orientation, gender identity and/or expression, genetic information, marital status, status with regard to public assistance, veteran status, or any other characteristic protected by federal, state or local law. In addition, the Town of Simsbury will provide reasonable accommodations, which do not present an undue hardship, for qualified individuals with disabilities.

Social Worker MSW						
Adjusted Annual Salary						
	Hourly Rate Min.	Hourly Rate Max	Adjusted 35 Hr Min	Adjusted 35 Hr Max	Adjusted 40 Hr Min	Adjusted 40 Hr Max
Bloomfield	\$ 38.17	\$ 47.80	\$ 69,471.00	\$ 86,988.00	\$ 79,395.43	\$ 99,414.86
Enfield		\$ 31.29		\$ 56,942.00		\$ 65,076.57
Farmington	\$ 35.19	\$ 45.16	\$ 64,042.00	\$ 82,183.00	\$ 73,190.86	\$ 93,923.43
Glastonbury	\$ 30.36	\$ 37.97	\$ 55,255.20	\$ 69,105.87	\$ 63,148.80	\$ 78,978.13
Newington	\$ 26.53	\$ 50.15	\$ 48,282.00	\$ 91,273.00	\$ 55,179.43	\$ 104,312.00
South Windsor	\$ 30.85	\$ 51.52	\$ 56,152.13	\$ 93,759.87	\$ 64,173.87	\$ 107,154.13
West Hartford	\$ 37.61	\$ 46.47	\$ 68,458.00	\$ 84,578.00	\$ 78,237.71	\$ 96,660.57
Windsor	\$ 27.64	\$ 38.70	\$ 50,312.50	\$ 70,437.50	\$ 57,500.00	\$ 80,500.00
Mean	\$ 32.34	\$ 43.63	\$ 58,853.26	\$ 79,408.40	\$ 67,260.87	\$ 90,752.46
Median	\$ 30.85	\$ 45.81	\$ 56,152.13	\$ 83,380.50	\$ 64,173.87	\$ 95,292.00

Social Worker BSW						
Adjusted Annual Salary						
	Hourly Rate Min.	Hourly Rate Max	Adjusted 35 Hr Min	Adjusted 35 Hr Max	Adjusted 40 Hr Min	Adjusted 40 Hr Max
Bloomfield	\$ 35.95	\$ 45.01	\$ 65,423.00	\$ 81,914.00	\$ 74,769.14	\$ 93,616.00
Glastonbury	\$ 28.93	\$ 36.17	\$ 52,653.07	\$ 65,829.87	\$ 60,174.93	\$ 75,234.13
Newington	\$ 19.72	\$ 35.97	\$ 35,889.00	\$ 65,468.00	\$ 41,016.00	\$ 74,820.57
South Windsor	\$ 25.00	\$ 25.00	\$ 45,500.00	\$ 45,500.00	\$ 52,000.00	\$ 52,000.00
Windsor	\$ 23.62	\$ 31.88	\$ 42,981.81	\$ 58,025.44	\$ 49,122.07	\$ 66,314.79
Mean	\$ 26.64	\$ 34.81	\$ 48,489.38	\$ 63,347.46	\$ 55,416.43	\$ 72,397.10
Median	\$ 25.00	\$ 35.97	\$ 45,500.00	\$ 65,468.00	\$ 52,000.00	\$ 74,820.57



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Appointment of Pension Counsel

2. **Date of Board Meeting:** June 25, 2018

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 staff's recommendation to appoint Murtha Cullina LLP as pension counsel, the following motion is in order:

"Move, effective June 25, 2018 to appoint the firm of Murtha Cullina LLP as pension counsel for the Town of Simsbury through December 2nd, 2019, with the understanding that staff has the option to conduct an RFQ for retirement plan counsel after June 30, 2018. Further move to authorize Town Manager Maria E. Capriola to execute the engagement letter as presented."

5. **Summary of Submission:**

Erek Sharp, the town's pension (retirement plan) counsel, formerly with Wiggin and Dana LLP, began work at Murtha Cullina LLP the week of June 18, 2018. The Town was notified of this on June 11th. When the town appoints legal counsel, we appoint a firm, not an individual.

The practice of the town has been to appoint labor counsel to a term that coincides with a Board of Selectmen term. On December 4, 2017 the Board of Selectmen appointed Wiggin and Dana LLP as retirement plan counsel for two years. It is staff's recommendation that we rescind the appointment of Wiggin and Dana LLP and that we move to Murtha Cullina LLP to retain Attorney Erek Sharp as pension counsel.

This has happened three times recently, with special land use counsel (January 2018), pension counsel (April 2017), and labor counsel (April 2018) switching firms. In each instance, the town followed counsel to their new firm.

The Town Attorney has reviewed the attached proposed engagement letter.

The Board of Selectmen's December 4th motion provided staff "with the option to conduct RFPs after June 30, 2018." At this time staff does not have plans to issue a RFQ for pension counsel.

6. **Financial Impact:**

The proposed hourly rate will remain the same, \$346.50.

7. Description of Documents Included with Submission:

e) Proposed Engagement Letter

EREK M. SHARP
203.772.7772 DIRECT TELEPHONE
860.240.5747 DIRECT FACSIMILE
ESHARP@MURTHALAW.COM

June 19, 2018

By E-Mail

Maria E. Capriola, M.P.A.
Town Manager
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070

Re: Legal Representation

Dear Maria:

Thank you for selecting Murtha Cullina LLP for legal representation. I will serve as your primary contact at our firm. This letter and the enclosed Standard Terms of Engagement for Legal Services will describe the basis on which our firm will provide legal services.

Client. As we have discussed, our client will be the Town of Simsbury (“the Town”). We understand that our primary contacts with the Town in this matter will be you and Eric Gomes.

Scope of Representation. You have asked us to represent the Town in connection with general advice and counsel related to certain pension and benefits plans maintained by the Town. We would also be pleased to represent the Town in other matters subject to our agreement in writing.

Billing. We will bill for our services on an hourly basis. Our fees will be based on the amount of time spent on the matter by lawyers and paralegals multiplied by their individual hourly billing rates for the matter. I will both supervise this matter and be primarily responsible for completing related work (although other attorneys or paralegals may be assigned to work on your matter from time to time). My contact information can be found above. As discussed, my current hourly rate for work performed in connection with this matter is \$385, subject to a discount of ten percent (10%) for an effective hourly rate of \$346.50. Our billing rates are subject to change from time to time, usually at the beginning of the calendar year. In performing legal services in this matter, we may also incur costs for which the Town will be responsible.

Murtha Cullina LLP
265 Church Street
New Haven, CT 06510
T 203.772.7700
F 203.772.7723

June 19, 2018

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We will send bills monthly for fees and costs. Payment of our bills is due upon receipt. If our bills are not timely paid, we reserve the right to terminate our representation by sending you written notice.

Additional information about these subjects and other important matters appears in the enclosed Standard Terms of Engagement for Legal Services, which are incorporated as part of this letter and which you should review before agreeing to our engagement.

Please indicate your acceptance of the terms of this letter and the Standard Terms of Engagement for Legal Services by signing and returning a copy of this letter.

We are honored that you have entrusted this matter to our firm. If at any time you have questions about the progress of your matter, the way in which it is being staffed or any other issue, please contact me right away. We look forward to working with you.

Very truly yours,



Erek M. Sharp

Enclosure

AGREED TO AND ACCEPTED:

Town of Simsbury

By: _____

Its: _____

Date: _____

Standard Terms of Engagement for Legal Services

This document sets forth the standard terms of engagement of Murtha Cullina LLP (“we,” “us,” or “the Firm”) as attorneys for the client identified in the accompanying engagement letter (“you”). The engagement letter sets forth specific terms, and those terms control if the engagement letter conflicts with these standard terms. The following standard terms are an integral part of our agreement with you. Therefore, we ask that you review this document carefully and contact us promptly if you have any questions. We suggest that you retain this document in your file.

Whom We Represent

We represent you in this engagement. Unless we say so in our engagement letter or unless we agree later in writing, we do not represent anyone else. If you want us to represent others, please talk to us about that, and if there is no conflict or other obstacle, we will provide you with a new engagement letter that identifies whom we represent.

Potential Conflicts

The Firm represents many other clients. Because we do not represent affiliates or family members who are not specifically identified as clients in the engagement letter, for conflict of interest purposes, we may represent another client with interests adverse to any such affiliate or family member without obtaining your consent.

In addition, it is possible that during the time we are representing you some of our present or future clients may have disputes with you. You agree that we may represent a party with interests directly adverse to yours, so long as that adverse representation is not substantially related to the matters we have been engaged to handle on your behalf, and so long as we believe that our responsibilities to you and the other client would not be materially limited by the concurrent representations. We agree that, in such circumstances, we will inform you of the concurrent representations and our conclusion regarding the potential conflict. We further agree that your prospective consent to these concurrent representations shall not apply if, as the result of our representation of you, we have obtained proprietary or other confidential, non-public information that, if known to another client, could be used by the client in another matter to your material disadvantage.

How Fees Are Established

Unless an alternative fee agreement has been made with you in the engagement letter, we will bill you based on the amount of time spent by attorneys and paralegals in rendering necessary services in the matter multiplied by their individual hourly billing rates for the matter. We record the time spent on your work, including conferences

(both in person and over the telephone), negotiations, factual and legal research and analysis, litigation, document preparation and revision, travel on your behalf, and other related matters. We record our time in units of tenths of an hour. The hourly rates of our lawyers and paralegals are adjusted annually to reflect current levels of legal experience, changes in overhead costs, and other relevant factors.

We are sometimes requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter that is billed on an hourly basis. When possible, we furnish such an estimate based upon our professional judgment, but when we do so it is always with the understanding that it is not a maximum or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

Costs

As part of our representation, we may incur outside costs or internal expenses on your behalf, and these must be paid by you on a timely basis. Whenever such costs are incurred, we itemize and bill them. It is the general policy of the Firm to bill for all costs incurred for outside vendors, experts and consultants, online research, court and agency fees, process server fees, photocopying of over 100 pages, courier services, overnight delivery services, transcripts, witness fees, and travel expenses. We generally request that outside service providers directly bill our clients for individual charges in excess of \$500, or we may forward the provider's invoices for such charges to the client for direct payment. We will not advance payment of individual charges of over \$2,500. We do not charge for long distance telephone calls, faxes, routine postage, and photocopying of under 100 pages.

Billing Arrangements and Terms of Payment

We bill you on a regular basis, ordinarily each month, for both fees and costs. Payment is due upon receipt. Billing on a transactional matter cannot be postponed until closing without our prior written agreement.

Interest on unpaid fees and disbursements may be assessed at the maximum rate permitted by state law but not exceeding one percent per month, beginning 30 days after the date of the bill.

If your account becomes delinquent, you agree to bring the account current promptly. If the delinquency continues and you do not arrange satisfactory payment terms, we will withdraw from the representation (subject to the approval of a court or other tribunal, if necessary) and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees, and reasonable attorneys' fees.

Wire Instructions

Clients are able to make payments through wire transfer.

Bank Name: Webster Bank

Account Name: Murtha Cullina LLP – Hartford IOLTA Account

Account Number: 0010455166

ABA Number: 211170101

Swift Code (Foreign Wires): WENAUS31

Termination

You may terminate our representation at any time by notifying us in writing.

Subject to the rules of professional responsibility in the jurisdictions in which we practice, we may withdraw from representation if you fail to abide by these standard terms of engagement or the terms of the engagement letter, if you misrepresent or fail to disclose material facts, if you fail to respond to communications from us or to provide us with current information about how to contact you, or due to a conflict of interest with another client. We try to identify in advance and discuss with our client any situation that may lead to our withdrawal and, if withdrawal becomes necessary, we will promptly give you written notice of our withdrawal. We will not withdraw unless withdrawal can be accomplished in accordance with the applicable rules of professional conduct.

The termination of our services does not affect your responsibility for payment of fees for legal services rendered and costs incurred before termination and in connection with an orderly transition of the matter.

Conclusion of Representation; Retention and Disposition of Documents

Unless previously terminated, our representation of you for a matter concludes upon our sending our final statement for services rendered for that matter.

At your request, your papers and property will be returned to you upon receipt of payment for outstanding fees and costs. We may retain copies pertaining to the matter for our files. Any documents retained by the Firm may be transferred to the persons responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us

June 19, 2018

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within a reasonable time after conclusion of a matter. We may also transfer the information on the documents to electronic media.

In retaining and disposing of documents and other records, we will be guided by the Firm's Policy on Records Management. Under that policy, most records in a matter will be returned to you or destroyed within 10 years after we have concluded our representation in that matter.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Agreement for Shared Deputy Building Official
2. **Date of Board Meeting:** June 25, 2018
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 to renew the contract with the Town of Bloomfield for the shared Deputy Building Official position, the following motion is in order:

Move, effective June 25, 2018 to approve the "Agreement for Shared Professional Services - Deputy Building Official" with a term of July 1, 2018 through June 30, 2019 and to authorize Town Manager Maria Capriola to execute the agreement.

5. **Summary of Submission:**

The shared Deputy Building Official position is a joint initiative between the Towns of Simsbury and Bloomfield to meet the service needs of both towns' building departments. The current agreement was approved by the Simsbury Board of Selectmen and Bloomfield Town Council in the spring of 2017. The recruitment was conducted and Dwight Carlson began working as the Deputy Building Official on February 26, 2018.

Under the terms of the Agreement, Simsbury is the sole employer of the Deputy Building Official and uses the position for approximately 54% of the work week. The Deputy Building Official's services are contracted to Bloomfield for the balance of the work week. We budget the full salary for this position in the Building Department full-time salary line, and reimbursements from Bloomfield are received as revenue to the General Fund (this revenue is budgeted under Charges for Goods and Services).

Both towns have expressed a desire to continue this arrangement. Our FY 18/19 budget includes the relevant salary under the Building Department with the corresponding revenue offset budgeted under General Fund Revenue.

6. **Financial Impact:**

The Town of Bloomfield is charged approximately 46% of the cost of this position, including benefits. Per the agreement, Simsbury invoices Bloomfield on a quarterly basis according to the "all in" hourly rate, which includes salary, health insurance, and other employee benefits. We budget the full salary for this position in the Building

Department full-time salary line, and reimbursements from Bloomfield are received as revenue to the General Fund (this revenue is budgeted under Charges for Goods and Services).

7. Description of Documents Included with Submission:

- a) Proposed Agreement for Shared Professional Services - Deputy Building Official

AGREEMENT FOR SHARED PROFESSIONAL SERVICES
DEPUTY BUILDING OFFICIAL

THIS AGREEMENT is made this ___ day of _____, 2018, by and between the **TOWN OF SIMSBURY**, a municipal corporation chartered under the laws of the State of Connecticut (hereinafter referred to as "Simsbury"), and the **TOWN OF BLOOMFIELD**, a municipal corporation chartered under the laws of the State of Connecticut (hereinafter referred to as "Bloomfield").

WHEREAS, Simsbury shall employ a full-time Deputy Building Official (the "DBO") and is willing to make that DBO available for shared services, and;

WHEREAS, Bloomfield requires the services of a DBO on a part-time basis; and

WHEREAS, Simsbury and Bloomfield mutually agree that regional cooperative efforts would benefit both towns;

NOW, THEREFORE, for the promises and consideration hereinafter set forth, Simsbury and Bloomfield do hereby agree as follows:

A. SIMSBURY'S DUTIES AND RESPONSIBILITIES

Simsbury herein agrees:

1. To employ the DBO and maintain all requisite personnel records;
2. To compensate the DBO and provide benefits in accordance with the collective bargaining agreement that governs the DBO's position, including, but not limited to, health insurance benefits;
3. To withhold all requisite federal, state, and local taxes from the DBO's compensation;
4. To provide unemployment compensation insurance and workers' compensation benefits for the DBO and handle any such claims filed by the DBO;
5. To provide overall supervision of the DBO, including issuing any discipline;
6. To make the DBO available to Bloomfield for the purpose of performing the services of a building official pursuant to the provisions of state law for and on behalf of both Simsbury and Bloomfield on a shared-services basis during the regular straight-time work hours of the DBO as set forth in Section C;

7. To provide adequate documentation of time allocation;
8. To address any statements of concern expressed by Bloomfield regarding the DBO's conduct in the performance of duties pursuant to this Agreement;
9. To provide Bloomfield, on a quarterly basis, an invoice for the cost of services provided during the preceding quarter based on the terms of this Agreement; including the "Cost of Services" document attached as Appendix A.

B. BLOOMFIELD'S DUTIES AND RESPONSIBILITIES

10. To appoint Simsbury's DBO as a Bloomfield Assistant Building Official and to notify all appropriate state agencies of the appointment;
11. To reimburse Simsbury, on a quarterly basis, within 30 days of the date of the invoice, for the costs incurred in providing the DBO's compensation, according to the terms set forth herein and in Appendix A.
12. To provide adequate direction as to the specific Building Official functions to be performed on behalf of Bloomfield, but not to exercise supervision and control of the DBO's performance on behalf of Bloomfield. Bloomfield shall immediately inform Simsbury of any perceived performance deficiency or misconduct of the DBO in the performance of the DBO's duties within Bloomfield, and Simsbury shall take any disciplinary action it deems appropriate.
13. To provide any specialized material and identification needed solely for work in Bloomfield such as work space, inspection forms, business cards and communications equipment.
14. To record the hours worked by the DBO in the service of Bloomfield and to provide Simsbury with the record of hours on a bi-weekly basis. To the extent that the DBO uses his/her personal vehicle to provide services to Bloomfield, Bloomfield shall track the total mileage and submit a record of such mileage to Simsbury on a bi-weekly basis for reimbursement of the DBO.

C. SIMSBURY AND BLOOMFIELD AGREE:

The DBO shall provide services as a Building Official in Bloomfield based on an alternating week schedule, providing 14 hours of services to Bloomfield in Week One (7 hours on Wednesday and 7 hours on Thursday) and 18.5 hours of services to Bloomfield in Week Two (7 hours on Wednesday, 7 hours on Thursday, and 4.5 hours on Friday). The DBO will accordingly provide an average of approximately 16.25 hours per week, or approximately 46.4% of the DBO's regular 35 hour work week, performing services as a Building Official in Bloomfield. The DBO shall work

the balance of the 35 hour work week, or approximately 53.6%, as a Deputy Building Official for Simsbury. Simsbury and Bloomfield may modify this schedule at any time and for any length of time, provided the modification is reduced to writing and signed by the parties. Any such modification shall be reflected in the quarterly charges to Bloomfield.

Nothing in this Agreement shall prevent the DBO from combining inspections in a single trip in both towns for the most efficient use of his/her time.

Simsbury and Bloomfield shall make every effort to allocate the DBO's time off from work in a manner consistent with the 46.4% / 53.6% ratio.

The DBO is considered an exempt professional employee who is not eligible for overtime compensation. If the DBO was ever considered eligible for overtime, the DBO shall not be permitted to work more than 40 hours in a work week without the approval of the DBO's Simsbury supervisor. Bloomfield will be notified of any overtime requests. In the event that the DBO is required and permitted to work overtime and to receive premium overtime pay, this additional compensation shall be paid by the town responsible for the additional hours beyond scheduled hours.

D. TERM

1. The term of this Agreement shall begin on July 1, 2018 and shall expire on June 30, 2019. The parties to this Agreement shall meet no later than 2 months prior to its expiration to determine whether to modify and/or renew the Agreement. Any successor agreement must be in writing and signed by the parties.
2. In the event that DBO's appointment or employment is terminated for any reason, either town may terminate this Agreement immediately and/or seek to renegotiate its terms and conditions. Simsbury shall inform Bloomfield prior to Simsbury's appointment of a DBO. Bloomfield shall not have or exercise control over Simsbury's appointment, re-appointment, termination or non-reappointment of the DBO.
3. This Agreement may be terminated by either party as of the next fiscal year in the event of non-appropriation of funds for the position of Building Official in either Simsbury or Bloomfield at the Town Meeting and/or Referendum, or for the non-payment to Simsbury by Bloomfield.
4. Either party to this Agreement may terminate the Agreement at its convenience, and thereafter be relieved of further performance, upon 30 days' notice. Said right to terminate shall be in addition to any other legal right or remedy.
5. In the event of termination, Bloomfield shall, within 30 days following the effective date of termination, pay Simsbury any amounts due and owing pursuant to this Agreement

through and including the effective date of termination.

G. CLAIMS AGAINST BUILDING OFFICIAL

The parties agree that while the DBO is employed by Simsbury, he/she serves both towns. Accordingly, should any claim arise of any sort in connection with the DBO's official actions or omissions on behalf of either town, the town for which the DBO was acting or should have acted shall defend against such a claim, and shall hold the other town harmless, indemnify it and pay legal fees and costs of defense.

H. INSURANCE

1. Both Simsbury and Bloomfield maintain workers compensation insurance. However, for purposes of this Agreement, the DBO is deemed an employee of the Town of Simsbury. In the event of any claim for Workers' Compensation benefits by him/her, he/she shall report these claims to Simsbury, and Simsbury shall respond to these claims regardless of where and when the incident occurred. Bloomfield is responsible for the Workers Compensation premium per the 46.4%/53.6% split.
2. With regard to any other claims that may arise from or out of the DBO's acts or omissions pursuant to this Agreement, the town for which the DBO was assigned to provide services at the time of any act or omission of the DBO shall defend, indemnify and hold harmless the other, including payment of legal fees and expenses. This indemnification, defense and hold harmless obligation shall not be limited by insurance coverage and shall survive the termination or expiration of this Agreement.
3. Bloomfield and Simsbury each agree to obtain a policy of general liability insurance with a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate, a policy of public official's liability insurance with minimum limits of \$1,000,000 per each wrongful act/\$1,000,000 aggregate each wrongful act, auto liability insurance with a minimum limit of \$1,000,000 per occurrence, and excess liability with a minimum limit of \$10,000,000 per each occurrence. The parties agree to provide proof of coverage sufficient to give effect to this agreement, and shall name the other town as additional insured on all policies, with the exception of public official's liability.

I. COOPERATION

The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve the DBO.

J. GENERAL PROVISIONS

1. Building Codes. Each town shall be responsible for providing and maintaining their own Building Code publications and referenced standards in their respective town offices.
2. Amendment. This Agreement may not be modified or terminated orally, and no modification, termination or attempted waiver shall be valid, unless in writing and signed by both towns.
3. Entire Agreement. This Agreement constitutes the complete understanding of the towns with respect to the terms set forth herein and supersedes all prior communications, negotiations and agreements between the towns with respect to the subject matter hereof.
4. Non-Waiver. The performance by either party of its obligations under this Agreement shall not operate in any way as a waiver of non-compliance or breach by the other party.
5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one document.
6. Notices. Any notice required, or which may be given under this Agreement, shall be in writing and either delivered personally, sent by overnight courier or mailed by certified mail, return receipt requested, to the addressee. Such notice shall be deemed given when so delivered personally, or if sent by overnight courier, one (1) business day after the date so sent, or if mailed by certified mail, three (3) business days after the date of mailing, in each case addressed as follows:

If to Simsbury, to:
Amy Meriwether
Director of Finance
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070

If to Bloomfield, to:
Philip Schenck, Jr.
Town Manager
Bloomfield Town Hall
800 Bloomfield Avenue
Bloomfield, CT 06002

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

Signed and Dated: _____

Town of Simsbury

Town of Bloomfield

Maria E. Capriola
Town Manager

Philip K. Schenck, Jr.
Town Manager

APPENDIX A

Service Fee

1. The Service Fee, payable by Bloomfield to Simsbury on a quarterly basis as provided in the Agreement, shall be based on the "All in Hourly Rate" as set forth in the Deputy Building Official – Employer Costs Schedule I attached hereto. The Service Fee shall include all actual hours worked for Bloomfield during the quarter with a guaranteed minimum payment of 7 hours for each actual week (as opposed to a minimum average of 7 hours per week) included in the quarter.
2. The "All in Hourly Rate" may be adjusted during the course of the Agreement to reflect any negotiated changes to the collective bargaining agreement covering the DBO position in Simsbury. It may also be changed to reflect actual health insurance and other elections affecting the "All in Hourly Rate."
3. The Service Fee shall also include the cost of mileage reimbursement for the DBO's use of his/her personal vehicle in the provision of services to Bloomfield at the rate per mile as established by the Internal Revenue Service.

Deputy Building Official - Employer Costs Schedule I FY19

Salary

Base Salary	\$	69,209
FICA/Medicare	\$	5,294
Unemployment Insurance	\$	-
Workers' Compensation	\$	1,613
Salary Subtotal	\$	76,116

Equipment

Phone - service	\$	500
Equipment Subtotal	\$	500

Insurance

Health Insurance	\$	19,765
Dental Insurance	\$	1,372
Credit for Declining Health Insurance		
Long-Term Disability	\$	247
Life Insurance	\$	353
Insurance Subtotal	\$	21,737

Post Employment Benefits

Defined Benefit	n/a	
Defined Contribution	\$	4,845
OPEB	\$	2,600
Post Employment Benefits Subtotal	\$	7,445

Total	\$	105,798
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Bloomfield Share		46.4%
Bloomfield Cost	\$	49,090
Bloomfield Quarterly	\$	12,273

Salary Only Hourly Rate:	\$	37.92
All in Hourly Rate:	\$	57.97



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Consideration of Tax Abatement for C-TEC PPA ISC, LLC
2. **Date of Board Meeting:** June 25, 2018
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:**
The Board has two options for action:
 - *Option A:* The Board can deny the tax abatement request for C-Tec and not pursue this matter further.
 - *Option B:* Upon receipt of the outstanding personal property taxes owed by C-Tec, the Board can further consider the request, and direct staff and the Town Attorney to continue to work on the matter.

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

Move, effective June 25, 2018 to deny C-Tec PPA ISC LLC's request for a tax abatement and not pursue the matter further.

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

Move, effective June 25, 2018 that upon receipt of the outstanding personal property taxes owed by C-Tec to further consider C-Tec PPA ISC LLC's request for a tax abatement and direct the Town Manager, Deputy Town Manager, and Town Attorney to continue to work on the matter.

5. **Summary of Submission:**
In March 2018, legal counsel for C-Tec PPA ISC, LLC (C-Tec) submitted a written request to the Board of Selectmen (c/o Town Attorney Bob DeCrescenzo) for an exemption from the personal property taxes associated with the rooftop solar installation at the International Skating Center of Connecticut (ISCC). This project was installed and became operational in late 2013. At that time, this array was taxable, but it was eligible for up to 100% abatement at the discretion of the Town per Connecticut General Statutes 12-81(57)(C). This legislation was amended with Public Act 13-61, which makes installations of this kind completed after January 1, 2014 tax-exempt.

At a meeting on August 11, 2014, the Board of Selectmen considered a 100% tax abatement for this installation. The Board tabled this matter pending receipt of additional guidance from Town Counsel and the Assessor. The Board of Selectmen

requested guidance as to what guidelines the Board should follow when considering abatement requests, what liability the Board faces if it approves an abatement for one applicant but not for another, and how many other installations might seek to take advantage of the abatement. The Board considered this matter again at its meeting on September 22, 2014. At that meeting, the Board voted 3-0 to deny the request (one member recused herself from the discussion and another member abstained).

C-Tec's most recent request cites the need for the abatement in order to make the solar project financially feasible. According to the letter dated March 16, 2018, in the absence of a tax abatement they will need to decommission the solar array. Alternatively, C-Tec could decommission the project and then reinstall it in order to qualify for the automatic tax exemption granted under the 2014 legislation.

The Board may consider two options this evening. One is to deny the request and not pursue this matter further (Option A).

The second would be to further consider the request, and direct staff and the Town Attorney to continue to work on the matter (Option B). Please be advised that C-Tec currently has outstanding personal property taxes owed to the Town in the amount of \$50,217 (\$38,160.36 is principle; \$12,056.64 is interest and fees). According to page 5 of the Town's Resolution Regarding the Establishment of a Business Development Incentive Policy, adopted by the Board of Selectmen on June 22, 2015, "Delinquency in any fees or taxes that have not been waived and that are otherwise due to the Town of Simsbury from the applicant or any related entity shall render the applicant and application ineligible." If the Board wishes to consider approving a tax abatement for C-Tec, all outstanding taxes and fees would need to be paid.

The Town Attorney is the most knowledgeable staff member regarding the background and history on this matter, as it pre-dates both me and the Deputy Town Manager. The Town Attorney will be present at the meeting in the event that Board members have questions on the history of this matter.

6. Financial Impact:

In September 2014, the Assessor calculated the forgone taxes on the solar array to be \$13,020.91 in that fiscal year (FY14-15) and approximately \$79,000 over the course of a ten-year abatement.

An updated analysis indicates that foregone taxes would be \$11,664 in FY18/19 and approximately \$72,000 over the course of a ten-year abatement.

7. Description of Documents Included with Submission:

- a) Letter from Town Counsel and Draft Tax Abatement Resolution (August 7, 2014)
- b) Memo from Tom Cooke, Director of Administrative Services – Proposed Abatement Tabled (August 12, 2014)
- c) Board of Selectmen Agenda Submission re: Tax Abatement (September 22, 2014)
- d) Letter from Tom Cooke, Director of Administrative Services – Proposed Abatement Denied (September 23, 2014)
- e) Excerpt from Minutes of September 22, 2014 Board of Selectmen Meeting
- f) Excerpt from Business Development Incentive Policy, dated June 22, 2015
- g) Letter from Legal Counsel for C-Tec to Board of Selectmen (March 16, 2018)
- h) Updated C-Tec Solar Panel Tax Analysis from Town Assessor, June 21, 2018

August 7, 2014

Mary A. Glassman
First Selectman
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070

Re: Proposed Property Tax Abatement
C-TEC, PPA ISC, LLC

Dear Mary:

Enclosed please find a proposed resolution for the tax abatement outlined in David Gardner's July 31, 2014 memorandum.

This is to confirm that General Statutes §12-81(57)(C), as outlined in Mr. Gardner's memorandum, authorizes the Board of Selectmen to abate up to 100% of the taxes due on the Solar Power Array owned by C-TEC, PPA, ISC, LLC and installed at the skating rink. To qualify for the abatement, pursuant to General Statutes §12-81(57)(C)(iii), the owner must certify that the "nameplate capacity of such source or facility does not exceed the load for the location where such generation or displacement is located". The term of the abatement is not limited by the statute and is left to the discretion of the Board of Selectmen.

The property is taxable because the installation of the Array was completed prior to January 1, 2014. After that date, General Statutes §12-81(57)(D) makes property like the Array tax exempt.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Robert M. DeCrescenzo, Esq.
Town Attorney

RMDe/psm
Enclosure

**TOWN OF SIMSBURY
BOARD OF SELECTMEN RESOLUTION
PROPERTY TAX ABATEMENT: SOLAR POWER ARRAY**

WHEREAS, the Town of Simsbury (“the Town”) as Lessor and the ISCC, LLC (“ISCC”) as Lessee entered into a Ground Lease dated April 18, 1994 on which ISCC constructed and operates a recreational ice skating rink known as the “International Skating Center of Connecticut” (the “Ice Rink”).

WHEREAS in 2013, ISCC entered into a Solar Power & Services Agreement for the installation of a photo voltaic array to support the recreational uses of the Premises consistent with the terms of the Ground Lease, and the Town approved the installation pursuant to the Lessee’s Agreement with C-TEC PPA, ISC, LLC (“C-TEC”).

WHEREAS, the installation consists of a 324kW solar power generation array on the roof of the International Skating Center (“the Installation”), which will result in a material reduction in the operating costs of the Premises and will thereby support the recreational use of the Premises.

WHEREAS, C-TEC has been awarded a 15 year contract from CL&P and has installed the Installation on an area of the roof for a twenty year term. The installation was complete on or about November, 2013.

WHEREAS, C-TEC owns the Installation under the terms of the Agreement and is responsible for the payment of any property tax levied against its property.

WHEREAS, according to Connecticut General Statute §12-81(57)C), a solar power generation array that was installed between January 1, 2010 and December 31, 2013 is taxable, but is eligible for up to 100% abatement as approved by the Town’s legislative body. Under the same statute, installations like the C-TEC Array completed after January 1, 2014 are tax exempt.

WHEREAS, because the installation was completed prior to January 1, 2014, the Simsbury Tax Assessor included the Installation as taxable property on the October 1, 2013 Grand List at a total value of \$527,200 and a depreciated value of \$500,840, producing a tax bill of \$13,020.91 for the current Grand List year. The assessment is reflected in Personal Property Record, List No. 40127, Id. No. 4258446

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Selectmen hereby approves a tax abatement of the taxes levied for **[number of years to be determined]** years as permitted by General Statutes §12-81(57)(C) beginning on the October 1, 2013 Grand List year, through and including, the Grant List of **[to be determined]** generated by the property tax assessment of the Installation owned by C-TEC

and installed on the ISCC ice rink building as reflected in Personal Property Record, List No. 40127, Id. No. 4258446.

2. The First Selectman is authorized to take any and all actions necessary to carry out the purpose of this tax abatement as outlined above.

Approved by the Board of Selectmen this ____ day of August, 2014.

Mary A. Glassman
First Selectman

Nancy M. Haase
Deputy First Selectman

Sean P. Askham
Selectman

Cheryl B. Cook
Selectman

Lisa L. Heavner
Selectman

Michael R. Paine
Selectman

Attest:

Carolyn Keily, Town Clerk

MEMORANDUM

To: David Gardner – Town Assessor
Robert M. DeCrescenzo, Esq. – Town Counsel

From: Thomas F. Cooke – Director of Administrative Services

Re: **Proposed Abatement for C-TEC – General Statutes §12-81(57)(C)**

Date: August 12, 2014

CC: Mary A. Glassman – First Selectman

At its Regular Meeting on August 11, 2014 the Board of Selectmen considered your submission concerning a possible 100% tax abatement for C-TEC Solar PPA ISC, LLC in connection with a photo-voltaic system owned by C-TEC and installed at the International Skating Center in November, 2013. As you noted in the submission, the abatement is a local option authorized by Connecticut General Statutes §12-81(57)(C). You also noted that similar installations built after January 2, 2014 are exempt. C-TEC's property is not tax exempt because it was installed two months prior to the exemption period.

The Board of Selectmen tabled the matter (the First Selectman recused herself from participation) pending receipt of advice from Town Counsel and the Assessor's office. In particular, the Board of Selectmen asked for the following information:

- From Town Counsel, advice as to what guidelines the Board should follow in connection with consideration of abatement requests (for example, should abatements be considered only for installations occurring after June 30, 2013);
- From Town Counsel, what liability does the Board of Selectmen face if they approve an abatement for one applicant but not for another;
- From the Assessor, how many other installations might seek to take advantage of the abatement.

Upon receipt of this information the Board of Selectmen will reconsider the submission. Thank you in advance for your assistance with this matter.



Assessor Town of Simsbury

933 HOPMEADOW STREET P.O. BOX 495
SIMSBURY, CONNECTICUT 06070

Memorandum

To: Thomas F. Cooke – Director of Administrative Services
From: David M. Gardner, Assessor *Dmg*
Re: Questions from the Board of Selectmen on proposed abatement for C-Tec PPA ISC LLC,
under C.G.S. §12-81(57)(C)
Date: September 17, 2014
cc: Mary A. Glassman, First Selectman; Joseph Mancini, Director of Finance/Treasurer

At its August 11, 2014 meeting, the Board of Selectmen asked how many other installations might seek to take advantage of the abatement.

With the assistance of the Building Department, three other installations were found, all of them for businesses that do or have filed personal property declarations pertaining to their personal property generally. Using the cost basis of the building permits, and the same depreciation and mill rate assumptions as I used for C-Tec Solar PPA ISC LLC, the town tax and total abatement for these three installations combined, for a 10 year abatement period, would be \$18,964. That is 23.9% as much as C-Tec's projected abatement total.

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Thomas F. Cooke - Director of Administrative Services

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:**

2. **Date of submission:**

3. **Date of Board Meeting:**

4. **Individual or Entity making the submission:**

5. **Action requested of the Board of Selectmen (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):**
The Individual or Entity making the submission requests that the Board of Selectmen:

6. **Individual(s) responsible for submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting.):**

7. **Summary of Submission** (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):

(i) The abatement would begin with the current fiscal year, which is the tax on the list of 10/1/2013 and continue through the list of 10/1/2022.

(ii) C-Tec Solar PPA ISC, LLC

(iii) The forgone taxes on the solar electrical generating equipment which is eligible for the abatement amount to \$13,020.91 in the current fiscal year and about \$79,000 over the course of the ten year abatement, as illustrated in the attached memorandum. The tax amount is expected to decline as the depreciation schedule is applied to the original cost.

(iv) The necessary resolution is being prepared by Town Counsel.

(v) The Board of Selectmen has previously taken certain actions to amend the town's ground lease with the skating center. These amendments enabled it to enter into its equipment lease with C-Tec Solar PPA ISC, LLC. Had the equipment been installed in January 2014 or later, it would have been exempt. As it is, it will remain on the taxable grand list and will owe property taxes to the Simsbury Fire District. The proposed abatement is authorized but not required by statute.

As of July 31, 2014, the taxpayer had paid enough to cover the fire district tax and the first installment of the portion of the town tax which is not subject to abatement.

8. **Description of documents included with submission** (All documents must be in final form and signed by the appropriate party.):

The following documents are included with this submission and attached hereto:

Memo from the assessor to the first selectman and the director of finance/treasurer detailing the basis for the anticipated tax loss over the course of the abatement.



Assessor Town of Simsbury

933 HOPMEADOW STREET P.O. BOX 495
SIMSBURY, CONNECTICUT 06070

July 31, 2014

To: Mary A. Glassman, First Selectman
Joseph Mancini, Director of Finance/Treasurer
From: David M. Gardner, Assessor *D.M.G.*
Re: Abatement for solar electric generating equipment installed at the ISCC

C-Tec PPA ISC, LLC is the owner of a solar electrical generating system which includes photovoltaic panels and an inverter installed at the International Skating Center, and which supplies power to it. The equipment assessment is eligible for abatement in full. Page two of this memorandum corresponds to a ten-year abatement resolution.

According to Connecticut General Statute §12-81(57)(C), property like this that was installed between January 1, 2010 and December 31, 2013 is taxable, but is eligible for up to 100% abatement. Installations like this completed after January 1, 2014 are exempt.

As of October 1, 2013, the solar panels had been installed, but the inverter was not tested and made operational until November 2013. I estimated the equipment cost as of October 1, 2013, as 80% of the building permit cost for the project, which was \$659,000. The cost will need to be confirmed from the personal property declaration when it is filed. Any additional cost of equipment installed after October 1, 2013 will be excluded from basis of the assessment upon which the tax and the abatement will be based.

The attached illustration gives an indication of how much property tax the town might forgo based upon its assumptions. These include that the cost basis will not be reduced by the removal of any components within the ten-year abatement period, that the depreciation schedule continues to be used, that the cost basis is accurate and that the mill rate will change as illustrated. For assessment years after 10/1/2016, the mill rate is based upon the ten-year average mill rate ending with the current year, adjusted at the same rate of change as for the remaining years of the current revaluation cycle. The abatement for the current fiscal year would be \$13,021. The total abatement for ten years would be about \$79,000 as illustrated. Holding the current mill rate without adjustment for the entire ten year period yields a total that is only about \$400 less.

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Fiscal Year Ending 6/30	Grand List October 1	Estimated Original Cost of Equipment Installed as of 10/1/2013	Per Cent Good	Depreciated Value	Eligible Assessment at 70%	Town Tax	Tax Increase Factor	Mill Rate Illustration	Illustrated Abatement 10/1/2013	Net Town Tax
							(1.01463)	0.03714		
							2007-2011 Av Increase	0.03349	2004- 2013 Av Mill Rate	
2015	2013	\$ 527,200	0.95	\$ 500,840	350,590	\$16,276.16	1.0000	0.03714	\$ 13,020.91	\$3,255.25
2016	2014	\$ 527,200	0.90	\$ 474,480	332,140	\$ 12,515.04	1.0146	0.03768	\$ 12,515.04	\$0.00
2017	2015	\$ 527,200	0.80	\$ 421,760	295,230	\$ 11,286.64	1.0294	0.03823	\$ 11,286.64	\$0.00
2018	2016	\$ 527,200	0.70	\$ 369,040	258,330	\$ 10,020.62	1.0445	0.03879	\$ 10,020.62	\$0.00
2019	2017	\$ 527,200	0.60	\$ 316,320	221,420	\$ 7,858.20	1.0598	0.03549	\$ 7,858.20	\$0.00
2020	2018	\$ 527,200	0.50	\$ 263,600	184,520	\$ 6,644.57	1.0753	0.03601	\$ 6,644.57	\$0.00
2021	2019	\$ 527,200	0.40	\$ 210,880	147,620	\$ 5,394.03	1.0910	0.03654	\$ 5,394.03	\$0.00
2022	2020	\$ 527,200	0.30	\$ 158,160	110,710	\$ 4,104.02	1.1070	0.03707	\$ 4,104.02	\$0.00
2023	2021	\$ 527,200	0.30	\$ 158,160	110,710	\$ 4,164.91	1.1232	0.03762	\$ 4,164.91	\$0.00
2024	2022	\$ 527,200	0.30	\$ 158,160	110,710	\$ 4,225.80	1.1396	0.03817	\$ 4,225.80	\$0.00
Totals						\$82,489.99			\$79,234.74	\$3,255.25



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Thomas F. Cooke - Director of Administrative Services

Via E-Mail (mtoro@ctecsolar.com) and Regular Mail

September 23, 2014

Mr. Mickey Toro
President
C-TEC Solar
542 Hopmeadow St., PMB 130
Simsbury, CT 06070

Re: Board of Selectmen Decision on Tax Abatement for ISCC Solar Installation

Dear Mr. Toro:

At its Regular Meeting last night, the Board of Selectmen re-considered the proposed tax abatement for C-TEC Solar PPA ISC, LLC in connection with a photo-voltaic system owned by C-TEC and installed at the International Skating Center in November, 2013. It had previously considered the proposal on August 11, 2014 and tabled the proposal at that time pending receipt of further information from the Assessor and Town Counsel. At its meeting on September 22nd, the Board of Selectmen voted 3 to 0 to deny the abatement. Ms. Glassman recused herself from the matter and Ms. Heavner abstained.

As I am sure you know, pursuant to Connecticut General Statute §12-81(57)(D) installations such as the one installed at International Skating Center subsequent to January 1, 2014 are exempt which should benefit C-TEC on a going-forward basis.

Your efforts to promote solar energy and your participation in the Solarize Simsbury program are greatly appreciated.

Sincerely,

Thomas F. Cooke

cc: Mary A. Glassman – First Selectman
David M. Gardner – Assessor
Joseph Mancini – Director of Finance/Treasurer
Robert M. DeCrescenzo, Esq. – Town Counsel

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**TOWN OF SIMSBURY – BOARD OF SELECTMEN
REGULAR MEETING MINUTES – SEPTEMBER 22, 2014**

SELECTMEN ACTION

f) Review and approve a resolution authorizing a tax abatement to C-TEC Solar for the solar installation located at the International Skating Center as authorized by Connecticut General Statutes Section 12-81 (57) (C)

Ms. Glassman recused herself and turned the meeting over to Deputy First Selectman Haase.

Ms. Haase reminded everyone that this abatement issue wouldn't have been an issue if it was done before 10/1/13.

Ms. Cook said this vote shouldn't be prolonged as the abatement doesn't fit the criteria that was previously discussed. It wasn't discussed at the development phase.

Ms. Heavner made a motion to ask for the opinion of the Business Development Committee on this proposal. Ms. Haase seconded the motion. Ms. Heavner was in favor with Mr. Paine, Ms. Haase and Ms. Cook voting against. Therefore, the motion was denied.

After further discussion, Mr. Paine made a motion deny a tax abatement to C-TEC Solar for the solar installation located at the International Skating Center. Ms. Cook seconded the motion. Mr. Paine, Ms. Cook, and Ms. Haase were in favor, with Ms. Heavner abstaining. Therefore, the motion passed.

Ms. Glassman rejoined the meeting.

EXCERPT FROM:

**Resolution Regarding the Establishment of a Business
Development Incentive Policy
("the Policy")**

Adopted by Board of Selectmen on June 22, 2015

BUSINESS DEVELOPMENT INCENTIVE MINIMUM REQUIREMENTS:

1. The proposed project is a permitted use, or may be permitted by the Zoning Commission through a process established in the Simsbury Zoning Regulations. If rezoning is required, the abatement/incentive may be conditional.
2. Delinquency in any fees or taxes that have not been waived and that are otherwise due to the Town of Simsbury from the applicant or any related entity shall render the applicant and application ineligible.
3. If the end user of the proposed facility is a lessee, tax benefits must be clearly reflected in the lease as accruing to the Applicant entity for at least the term of the abatement period.
4. Applicant must not be in violation of any law, regulation or agreement with town, state or federal government, notwithstanding any tax lien with governmental forbearance.
5. Applicants must be committed to make a significant investment in new or renovated real property in Simsbury.
6. Applicant's project must provide new employment opportunities or enhancement to the tax base or encourage technological innovation and/or investment and address a goal(s) or objective identified in the Town's adopted plans.
7. A statement is to be provided by the applicant as to the ownership structure of the real property, personal property and operating company including information as to the ownership of any applicable subsidiary companies.
8. There is a firm commitment to remain in the Town beyond the length of the abatement or other incentive period, if applicable.
9. All tax obligations to the Town by the applicant must be current except in the case when the applicant is seeking approval to purchase existing tax liens.
10. The project should meet goals and objectives identified in the adopted Plan of Conservation and Development and the adopted 1995 Economic Development Strategic Plan as it may be amended.
11. An agreement entered into pursuant to this Policy shall not be subject to assignment, transfer, or sale without the written consent of the Simsbury Board of Selectmen.
12. After approval of an application by the Board of Selectmen and approval of a final site plan by the Simsbury Zoning Commission, construction shall commence within twelve (12) months and shall be completed within twenty-four (24) months unless otherwise extended by the Board of Selectmen in its sole discretion.
13. In the event that the applicant, during the period of its participation in this program:
 - a. relocates its business from Simsbury,
 - b. becomes delinquent in taxes or fees,
 - c. closes its operation, or
 - d. declares bankruptcy,

then any tax abatement or incentive benefit enjoyed by the applicant under this program shall be forfeited and the applicant shall be required to pay back all taxes that would have been assessed had the applicant not participated in the program.

14. If benefits were obtained fraudulently, the town may pursue any recourse allowed by law including prosecution and obtaining penalty fees.

March 16, 2018

Sent Via Email Only (rdecrescenzo@uks.com)

**Town of Simsbury
Board of Selectmen
c/o Town Counsel Robert M. DeCrescenzo
Updike Kelley Spellacy
100 Pearl Street – 17th Floor
Hartford, CT 06103**

Re: C-TEC PPA ISC, LLC

Dear Selectmen and Selectwomen:

I represent C-Tec PPA ISC, LLC (“C-Tec”), the project manager of the renewable energy project installed at the International Skating Center of Connecticut (the “ISCC”) at 1375 Hopmeadow Street in Simsbury. On behalf of C-Tec, I am requesting that the Town of Simsbury (the “Town”) and in particular, the Board of Selectmen, exempt the property taxes of the ISCC project in accordance with Conn. Gen. Stat. § 12-81(57)(C). C-Tec is willing to pay the pending personal property tax arrearage in full through the date that the exemption is issued. However, the imposition of personal property taxes on the project has already rendered it financially unfeasible. Absent an exemption, C-Tec will be forced to de-commission the project and remove a wonderful source of renewable energy from the community and one of its cherished institutions, the ISCC.

Conn. Gen. Stat. § 12-81(57), which governs exemptions for certain renewable energy sources including solar arrays, was amended in 2013 pursuant to Public Act 13-61.¹ The 2013 amendment provided that certain industrial and commercial solar arrays installed after January 1, 2014 would be exempt from local property taxes. For those installed between 2010 and December 31, 2013, the statute still provided that municipalities may abate taxes for projects installed prior to that date. (The ISCC project meets the other requirements for the exemption).

C-Tec installed the ISCC project a few weeks before January 1, 2014. The ISCC project anticipated receiving an abatement of property taxes in light of the change in the law as well as the Town’s support of the project. The imposition of property taxes and the lack of an abatement

¹ Other municipalities have adopted ordinances following the adoption of Public Act 2013 to promote and encourage property owners to consider building and/or installing renewable energy facilities and improvements at their property. See e.g. Town of Stonington (<http://www.stonington-ct.gov/special-acts-and-local-ordinances/pages/solar-energy-tax-exemption-0>).

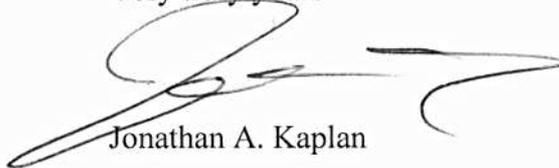
Page 2

on the ISCC project is undermining the financial viability of the project. Further, the failure to abate the project to date undermines the Town's goal of encouraging the adoption of renewable energy sources in the community.

In order to previously pay personal property taxes, C-Tec was forced to seek concessions from the installer of the project (eliminating any profit on the project) and to obtain contributions from outside sources. C-Tec cannot afford to continue down this path and thus, C-Tec requests that the Town abate the property tax with respect to the ISCC project going forward. Absent an abatement, C-Tec may be left with no choice but to decommission and uninstall the project, which would remove a source of renewable energy from the community. Alternatively, C-Tec could decommission the project and then install a new one, which would then qualify for the automatic exemption under Conn. Gen. Stat. § 12-81(57). This, however, would be a tremendous waste of resources and seems contrary to the goals of renewable energy and conservation.

I appreciate your consideration of this matter and would appreciate an opportunity to discuss this matter further with you.

Very truly yours

A handwritten signature in black ink, appearing to read 'Jonathan A. Kaplan', with a long, sweeping horizontal stroke extending to the right.

Jonathan A. Kaplan



Assessor Town of Simsbury

933 HOPMEADOW STREET P.O. BOX 495
SIMSBURY, CONNECTICUT 06070

June 21, 2018

To: Maria E. Capriola, MPA, Town Manager
Melissa Appleby, MPA, Deputy Town Manager
Christine Hutton, Interim Director of Finance
Amy Meriwether, Incoming Director of Finance

From: David M. Gardner, Assessor *DMG*

Re: Abatement for solar electric generating equipment installed at the ISCC – Update of July 31, 2014 memo to Mary Glassman

C-Tec PPA ISC, LLC is the owner of a solar electrical generating system which includes photovoltaic panels and an inverter installed at the International Skating Center, and which supplies power to it. The equipment assessment is eligible for abatement in full. The analysis below corresponds to a ten-year abatement resolution.

According to Connecticut General Statute §12-81(57)(C), property like this that was installed between January 1, 2010 and December 31, 2013 is taxable, but is eligible for up to 100% abatement. Installations like this completed after January 1, 2014 are eligible for exemption

As of October 1, 2013, the solar panels had been installed, but the inverter was not tested and made operational until November 2013. All of this falls within the period for which the tax can be abated but is not eligible for exemption. The actual assessment for the 10/1/2014 and following grand lists includes the portion of the cost attributable to the completion of the installation in October and November of 2013.

The illustration below gives an indication of how much property tax the town might forgo based upon some assumptions. These include that the cost basis will not be reduced by the removal of any components within the ten-year abatement period, that the depreciation schedule continues to be used, that the cost basis is accurate and that the tax rate will change as illustrated. It also assumes that the abatement begins with the upcoming fiscal year.

The mill rate for the 10/1/2017 assessment – the fiscal year ending June 30, 2019 – has been re-stated as an effective tax rate to be consistent with the following years.

Assessments subject to abatement do not include any assessment penalty for failure to file personal property declarations as required. In that case, the assessment shown is 80% +/- of the total assessment. The property values in the table are the value at 100%, not the 70 per cent assessment.

Ten Year Illustrated Abatement

10/1/2017	10/1/2018	10/1/2019	10/1/2020	10/1/2021	10/1/2022	10/1/2023	10/1/2024	10/1/2025	10/1/2026	10 Year Total
457,580	384,680	311,780	238,880	218,700	218,700	218,700	218,700	218,700	218,700	
2.549%	2.590%	2.620%	2.660%	2.700%	2.700%	2.700%	2.700%	2.700%	2.700%	
\$11,664	\$9,963	\$8,169	\$6,354	\$5,905	\$5,905	\$5,905	\$5,905	\$5,905	\$5,905	\$71,580
										Rounded \$72,000

If the town tax on the other similarly situated solar installations were to be abated for the same period, I estimate that their total abatement would be \$14,567 (call) \$15,000 using the same tax rate assumptions.

The tax on the eligible portion of C-Tec PPA ISC, LLC's assessments for the first four years was \$60,402.

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Town of Simsbury

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SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Appointment to the Historic District Commission
2. **Date of Board Meeting:** June 25, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Ericka L. Butler, Town Clerk
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the recommendation from the Simsbury Democratic Town Committee, the following motion is in order:

Move, effective June 25, 2018 to appoint Samuel Ziplow (D) as a regular member of the Historic District Commission with a term expiring January 1, 2019.

5. **Summary of Submission:**

The Simsbury Democratic Town Committee has recommended the appointment of Samuel Ziplow to the Historic District Commission as a regular member with a term expiring January 1, 2019. By statute and Charter, members are appointed to five year terms. However, this individual will be filling the remainder of a five year term that was vacated due to the resignation of Jonathan Laschever, whose term was to expire January 1, 2019.

Connecticut General Statutes, Section 7-147c(c) specifically designates that Historic District commissions shall consist of five regular and three alternate members, who shall be electors of the municipality in which the district is situated holding no salaried municipal office. One or more of the members or alternates of the historic district commission shall reside in an historic district under the jurisdiction of the commission, if any persons reside in any such district and are willing to serve on such commission. However, Chapter 25 of the Town's Code is more restrictive and states that "at least two regular members and one alternate member of the Commission shall be owners of record or residents within an historic district under the jurisdiction of the Commission, and at least one such member or alternate shall reside in any such district and be willing to serve on the Commission." In January and June of 2018, the Town Attorney stated that at least two regular members and one alternate member must be property owners within a historic district, and that at least one must actually reside there.

Currently the following three regular members reside within a historic district under the Commission's jurisdiction: Dianne Mead, Patty Hyyppa, and Heather Goetz. Mr. Ziplow resides in a historic district.

There are currently no alternate members residing or owning property in a historic district under the Commission's jurisdiction. When a vacancy occurs or a term expires within the alternate member ranks, staff suggests that a potential member be sought that resides within a historic district so that the residency requirement amongst the alternate member slots may be fulfilled.

6. Financial Impact:

None

7. Description of Documents Included with Submission:

None

CALL TO ORDER

The Regular Meeting of the Board of Selectmen was called to order at 6:00 p.m. in the Main Meeting Room of the Simsbury Town Offices. Present were: First Selectman Eric Wellman; Board members Chris Peterson, Cheryl Cook, Christopher Kelly, and Michael Paine. Absent was Sean Askham. Others in attendance included: Town Manager Maria E. Capriola; Deputy Town Manager Melissa Appleby; Director of Public Works Tom Roy, Director of Communications and Social Services Kristen Formanek and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC AUDIENCE

Joan Coe, 26 Whitcomb Drive, spoke about disclosure forms and possible conflicts of interest, bug spraying at Simsbury Meadows, tailgating, marijuana, and other issues.

Robert Kalechman, 971 Hopmeadow Street, read a quote and spoke about dignity, conflicts of interest, the Performing Arts Board, the Ethics Commission and other issues.

Duane Royer, 26 Harvest Hill, spoke about pickle ball lines being placed on some of the tennis courts around Town so people can become active with pickle ball. He said Farmington, Granby and Windsor have places to play pickle ball and it is it a great health and socializing experience.

Steve Mitchell, 34 Hopmeadow Street said there is an informational trail meeting tomorrow at 6:00 p.m. at the Tariffville School to discuss the East Coast Greenway going through Simsbury. He said he didn't understand that every six months the trail changes in length. This is a very important meeting for the East Coast Greenway.

FIRST SELECTMAN'S REPORT

Selectman Wellman reviewed his First Selectman's report.

TOWN MANAGER'S REPORT

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

SELECTMEN ACTION

a) Tax Refund Requests

Ms. Cook made a motion, effective June 11, 2018, to approve the presented tax refunds in the amount of \$691.40, and to authorize Town Manager, Maria E. Capriola, to execute the tax refunds. Mr. Paine seconded the motion. All were in favor and the motion passed.

b) Proposed Stormwater Connection Ordinance

Mr. Wellman said there was a Public Hearing on May 30th on the proposed Stormwater Connection Ordinance. The purpose of this ordinance is to prohibit illicit discharging into the sewer system and to provide a mechanism for enforcement. There was one proposed revision to Section 10(a) on entering property.

Mr. Kelly made a motion, effective June 11, 2018, to adopt the proposed Stormwater Connection Ordinance as presented, which shall be effective 21 days after publication in a newspaper having circulation within the Town of Simsbury. Further move to authorize a summary of the adopted ordinance be published. Ms. Cook seconded the motion. All were in favor and the motion passed.

c) Proposed Streetlight Policy

Mr. Wellman said the Town acquired over 650 street lights from Eversource in November of 2016 as part of a projected started by the Department of Public Works. The Street Light Policy will outline procedures to be used by Public Works regarding operations, maintenance and replacement of the lights.

Ms. Capriola said the Town received a rebate from Eversource and upon investigation there is an existing Street Light Capital Fund. This will allow the money to be transferred from the General Fund into the existing Street Light Capital Fund for future maintenance and replacement of the lights.

Mr. Peterson made a motion, effective June 11, 2018 to approve the Town of Simsbury Street Light Policy as presented. Mr. Paine seconded the motion. All were in favor and the motion passed.

Mr. Kelly made a motion, effective June 11, 2018 to approve the transfer of \$72,322 in Eversource rebate funds from the General Fund to the existing street light capital fund (Fund 527) and appropriation of those funds. Further move to recommend to the Board of Finance approval of this transfer and appropriation. Ms. Cook seconded the motion. All were in favor and the motion passed.

d) Proposed Fee Schedule for Public Works Staff & Trucks at Community Events

Mr. Roy said unfortunately in this day and age we need to be aware of terrorist acts around the world. The Public Work trucks now block the roadways during certain events. The plows are put on the trucks and they are filled with sand for weight. Public Works is recommending a fee be established for the community events utilizing staff and trucks as barricades.

Mr. Paine made a motion, retroactive to June 3, 2018 to approve the proposed fee schedule for the use of Public Works staff and trucks at community events. Ms. Cook seconded the motion. All were in favor and the motion passed.

e) Acting Town Manager Coverage

Mr. Kelly said Chapter 5, Section 503C of the Charter provides for the Town Manager to appoint an Acting Town Manager for periods of temporary absence of fifteen or fewer days, consistent with policies established by the Board of Selectmen. If the absence if more than fifteen days, this would need to come to the Board of Selectmen. He said Ms. Capriola is requesting that Melissa Appleby, Deputy Town Manager and then Tom Roy, Public Works Director would cover in her absence.

No action was taken.

f) Job Description – Land Use and Building Clerk (part-time)

Mr. Kelly said Chapter 9, Section 902 of the Town Charter requires that the Town Manager prepare and submit proposed changes to job descriptions to the Board of Selectmen for review and approval. Therefore, the new part-time position for Land Use and Building Clerk were discussed.

Mr. Kelly made a motion, effective June 11, 2018 to approve the proposed modifications to the job description for the part-time clerical position in the Planning and Community Development Department as presented and for the job title for the position to be changed to Land Use and Building Clerk. Ms. Cook seconded the motion. All were in favor and the motion passed.

g) Simsbury Performing Arts Center, Inc. 2017 & 2016 Audit

Mr. Wellman said Section 16 of the Facility Operations Agreement between the Town and SPAC requires SPAC to perform an annual audit and to submit the results to the Town.

Mr. Kelly made a motion, effective June 11, 2018 to accept the Simsbury Meadows Performing Arts Center, Inc. December 31, 2017 and 2016 audit as presented. Mr. Paine seconded the motion. All were in favor and the motion passed.

h) Proposed Simsbury Performing Arts Center, Inc. Mission Statement

Mr. Wellman said The Hartford Foundation for Public Giving and the Greater Hartford Arts Council have given grants to the Simsbury Performing Arts Center, Inc. for Board assessment. It was recommended that the Simsbury Performing Arts Center, Inc. mission statement be revised to be more precise.

Mr. Ryan said they were asked to be more focused on fund raising and they will enrich the community spirit, quality of life and economic development in Simsbury and the surrounding area.

Mr. Kelly made a motion, effective June 11, 2018 to approve the revised mission statement of the Simsbury Performing Arts Center, Inc. as presented. Ms. Cook seconded the motion. All were in favor and the motion passed.

APPOINTMENTS AND RESIGNATIONS

a) Proposed Simsbury Meadows Performing Arts Center Board Appointments

Mr. Kelly made a motion, effective June 11, 2018 to appoint ten members to the Simsbury Meadows Performing Arts Center Board of Directors as presented:

- Catherine Barnard, with a term expiring April 30, 2021
- Joe Campolieta, with a term expiring April 30, 2019
- Bill Clegg, with a term expiring April 30, 2019
- Jeff Dornenburg, with a term expiring April 30, 2019
- Mike Doyle, with a term expiring April 30, 2019
- Chuck Ford, with a term expiring April 30, 2021
- Robert Hensley, with a term expiring April 30, 2020

Ferguson Jansen, with a term expiring April 30, 2020

David Ryan, with a term expiring April 30, 2020

Linda Schofield, with a term expiring April 30, 2021

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

b) Resignation of Dante Valentino as a Member of the Juvenile Review Board

Mr. Paine made a motion to accept the resignation of Dante Valentino as a member of the Juvenile Review Board retroactive to May 23, 2018, with our thanks. Mr. Peterson seconded the motion. All were in favor and the motion passed.

c) Proposed Appointment of Andrea Ericksen as a Member to the Juvenile Review Board

Mr. Paine made a motion, effective June 11, 2018 to appoint Andrea Ericksen as a member of the Juvenile Review Board. Mr. Kelly seconded the motion. All were in favor and the motion passed.

d) Proposed Appointment of Grant Gritzmacher (D) as an alternate Member of the Conservation Commission/Inland Wetlands Agency

Mr. Kelly made a motion, effective June 11, 2018 to appoint Grant Gritzmacher as an alternate member of the Conservation Commission with a term expiring January 1, 2019. Ms. Cook seconded the motion. All were in favor and the motion passed.

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

Ms. Cook made a motion to accept the resignation of Woodrow Eddins as a regular member of the Housing Authority and Community for Care retroactive May 25, 2018 with our thanks. Mr. Kelly seconded the motion. All were in favor and the motion passed.

REVIEW OF MINUTES

a) Regular Meeting of May 30, 2018

There were no changes to the Regular Meeting Minutes of May 30, 2018, and, therefore, the minutes were adopted.

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

a) **Personnel** – no report at this time.

b) **Finance** – no report at this time.

c) **Welfare** – no report at this time.

d) **Public Safety** – no report at this time.

e) **Board of Education** – no report at this time.

COMMUNICATIONS

a) Memo from K. Formanek re: Age Friendly Community Designation, dated May 29, 2018

Mr. Wellman wanted to discuss the memo from Ms. Formanek on an AARP designation as an Age Friendly Community and a Senior Center accreditation through the National Council on Aging/National Institute of Senior Centers.

Ms. Capriola said these are both worthy initiatives, but are time sensitive. She said the Senior Center accreditation helps to see what we are doing right and what we might be doing wrong. We do have a current staffing issue and we have two trustees retiring as well.

Ms. Formanek said the Senior Center accreditation would be used as a building block towards the Age Friendly Community designation. She said the accreditation can be done in about one year and the Age Friendly Community designation takes about five years.

After some discussion, there was no motion made.

b) Multiple correspondence regarding the Southwell and Belden Trusts, dated May 29, 2018 and June 6, 2018

Ms. Capriola said that there are two trustees that will be retiring this year. There is a process that needs to be followed, which includes the fact that one trustee must be a man.

Mr. Peterson said they need to start marketing for the positions. It's a great opportunity for grateful and passionate people.

c) Bloomfield Tariffville Trail Letter, Preliminary Notification to Abutters, dated June 5, 2018

There was no discussion at this time.

d) Clean Harbors Contact Extension, dated Jun 6, 2018

There was no discussion at this time.

e) Simsbury Selected as One of the Safest Municipalities in Connecticut Press Release, dated June 6, 2018

There was no discussion at this time.

f) Letter from CT Natural Gas Corporation to Increase its Rates and Charges, dated May 30, 2018

There was no discussion at this time.

Mr. Wellman said he would like to discuss a goal setting session for this Board on the next agenda. He asked the members to get some ideas together.

ADJOURN TO EXECUTIVE SESSION

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

Ms. Cook made a motion to adjourn to Executive Session pursuant to CGS §1-200(6)(B) concerning Pending Claims and Litigation – Deepwater Wind Appeal, Petition 1313 and Pending Claims and Litigation – T. Martin v. Town of Simsbury, et al update, and to include Town Manager Maria Capriola, Deputy Town Manager Melissa Appleby, James Rabbitt, Attorney Robert DeCrescenzo, and Jesse Langer. Attorney Jonathan Zelner will be included in the T. Martin v. Town of Simsbury, et al update, at 7:30 p.m. Mr. Peterson seconded the motion. All were in favor and the motion passed.

ADJOURN FROM EXECUTIVE SESSION

Mr. Paine made a motion to adjourn from Executive Session. Ms. Cook seconded the motion and it passed unanimously. Executive Session adjourned at 8:12 pm.

ADJOURN

Mr. Paine made a motion to adjourn the meeting. Ms. Cook seconded the motion and it passed unanimously. The meeting adjourned at 8:12 pm.

Respectfully submitted,

Kathi Radocchio
Clerk



Town of Simsbury

FY 2016-2017 Annual Report

Simsbury Public Library

The Simsbury Public Library educates and enriches the community by providing free and equal access to information, resources and experiences.



2016-2017 Initiatives and Accomplishments

- Opening of Innovators' Workshop Makerspace in September 2016. This project was funded with a bequest from Jewel Gutman and a generous gift from the Investor Angels of the Friends of the Simsbury Public Library.
- After many months of gathering community input, the Library's 2017-2021 Strategic Plan was completed and adopted by the Library Board of Trustees in November 2016.
- The Library, in partnership with Simsbury Main Street Partnership, hosted the 1st Annual Simsbury Mini Maker Faire on Saturday, April 1, 2017. Over 3,200 people of all ages engaged with over 40 makers at this event. The 2nd Annual Simsbury Mini Maker Faire will be held Saturday, May 5, 2018.
- Held an intergenerational Summer Reading Kick-off event in partnership with the Senior Center which over 600 people attended.

Budget: \$1,525,172
17.78 full-time equivalent employees

Town Clerk's Office

It is the mission of the Town Clerk's Office to serve as the liaison between the local government and the residents and patrons of Simsbury, making sure that information is easily accessible and reliably provided, all while delivering the highest quality of customer service.

2016-2017 Initiatives and Accomplishments

- On November 8, 2016, 83% of Simsbury voters turned out for the State Election, while at the June 13, 2017 referendum, 6.5% of electors voted and approved the Fiscal Year 2017-2018 operating budgets totaling \$103,194,907. The voters approved one capital project: \$950,000 to improve the pool at Simsbury Farms.
- With the help of a Connecticut State Library grant, COTT Systems scanned pages from volumes 272-292 of the Simsbury Land Records and attached the images to the Town's electronic land record index. Images dating back to December 30, 1983 are now available on the electronic index.

Budget: \$231,315

3 full-time equivalent employees

Registrars of Voters/Election Administration

The Registrars of Voters are jointly responsible for the administration of state election laws. They direct all local, state and federal elections and primaries, and the town's budget referendum, including hiring and training of poll staff, equipment testing and operation, absentee ballot counting, reporting of results, and records retention. Registrars supervise voter registration, maintain the list of qualified electors, and conduct the annual canvass of registered voters.

2016-2017 Initiatives and Accomplishments

- More than 2,400 residents were enrolled as new voters from July 1, 2016 to June 30, 2017. During the fiscal year, the Registrars of Voters administered the November 2016 Presidential election and the June 2017 budget referendum.
- In 2016, Simsbury implemented use of new voting equipment designed to allow visually impaired voters increased privacy at the polls.

Budget: \$116,812

1 full-time equivalent employee

Culture, Parks and Recreation

The Department is responsible for the maintenance of all parks, fields and trails, the Simsbury Farms Recreation Complex and Golf Course, and the Farmington Valley Greenway. The Department seeks to provide quality leisure opportunities which contribute to the environment, needs and interests of the community. The programs and services provided by the Department contribute to Simsbury's quality of life and are integral to the community's health, welfare, attractiveness and economic vitality.



2016-2017 Initiatives and Accomplishments

- Completed facility improvements at Simsbury Farms including tennis court reconstruction and completion of the new ice rink warming room.
- Began trail accessibility improvements at the former Ethel Walker Woods property.
- The Simsbury Farms Complex enjoyed record usage at the swimming pool(39,283 users), ice rink (30,600 users), and golf course (35,468 rounds played).
- Maintained over 2,400 acres of parks and open space, 40 athletic fields and facilities including the Performing Arts Center and Farmington Valley Greenway.

General Fund Budget: \$766,452
Special Revenue Fund Budget: \$1,920,700
17 full-time equivalent employees

Community and Social Services

The Mission of the Community and Social Services Department is to assist residents with their social, emotional and financial needs while welcoming the commonalities and diversities of all who walk through our doors.



2016-2017 Initiatives and Accomplishments

- Partnered with the Simsbury Library on programming and grants. Increased collaboration and funding resulting in fifteen new programs being offered to our community
- Added an additional meal program at the Senior Center on the first Monday of each month. We were among the first five senior centers statewide to participate and receive funds for the LGBT movable senior centers. Collaborated with the Simsbury Fire Department to host the annual Senior Pancake Breakfast.
- Served as an intake site for the Connecticut Energy Assistance Program facilitating \$97,860 in federal heating assistance. Collected over \$97,000 in donations to assist 910 local families in need through our food and financial assistance programs.
- Partnered with the Simsbury Police, Board of Education, and Community for Care to support programming on drug abuse prevention and mental health concerns. Worked closely with Community for Care to update the “Parents’ Guide for the Prevention of Alcohol, Tobacco and other Drugs.” Collaborated with multiple entities to distribute this widely throughout town.

Budget: \$481,740

4.71 full-time equivalent employees

Public Works

The mission of the Public Works Department is to manage and maintain the Town's infrastructure, including roads, public buildings, and the transfer station in a cost effective and efficient manner that will benefit the safety and comfort of our residents and employees.



2016-2017 Initiatives and Accomplishments

- Held three household hazardous waste collections with a total of 1,727 residents participating from the Farmington Valley towns, including 586 from Simsbury.
- Resurfaced 14 miles of roadway.
- Purchased 651 streetlights from Eversource and converted them to LED lighting. Benefits include an estimated savings of over \$100,000 per year and approximately 209,915 kWh/year in electricity. This is comparable to the energy used by 30 residential homes and will reduce the Town's carbon emissions by roughly 500,000 tCO₂e per year.
- Broadcast Paving and Snow Plow videos on SCTV to inform the public of what takes place during these projects.

Budget: \$3,700,000
41.5 full-time equivalent employees

Engineering

The mission of Engineering is to provide professional infrastructure and building design, project management, and planning services to effectively sustain and improve the current quality of life for Simsbury residents and businesses.

2016-2017 Initiatives and Accomplishments

- Completed design and construction of the Ice Rink Shelter at Simsbury Farms.
- Completed construction of the Simsbury Veterans Memorial Project.
- Completed a condition study and design for the rehabilitation of the Simsbury Farms Recreational Complex Pool Facility.
- Prepared and submitted a grant application for extending a multi-use trail from the Farmington Valley Greenway at Hopmeadow Street to Curtiss & Pattison Parks. This application has been short-listed under this grant solicitation and if the application is successful, it would provide \$305,000 of funding toward this important project.

Budget: \$219,405

2.85 full-time equivalent employees

Water Pollution Control

Simsbury Water Pollution Control (SWPC) is a customer-funded utility owned and operated by the Town of Simsbury. The towns of Avon and Granby are co-owners of the treatment facility. SWPC is responsible for the operation and maintenance of over 80 miles of collection system, five pumping stations and the treatment facility.

2016-2017 Initiatives and Accomplishments

- Completed riverbank stabilization project near Mathers Crossing to protect our 30-inch diameter transmission line.
- Upgraded oxidation ditch dissolved oxygen control system as part of our continuing effort to limit electrical consumption.

Budget: \$3,200,000

11 full-time equivalent employees

Police Department

The Simsbury Police Department is a national and state accredited police department that provides law enforcement and public safety services, including operation of the E-911 Communications Center. The Department provides a full range of services under a community policing philosophy.



2016-2017 Initiatives and Accomplishments

- Sworn personnel reversed three overdoses with the use of Naloxone. The Department has 36 members trained at the Emergency Medical Responder level and two trained at the Emergency Medical Technician level.
- Maintained both CALEA and State Accreditation standards and compliance, confirmed by an on-site inspection by CALEA assessors in March 2017. Animal Control completed the annual dog license survey. The Department conducted numerous traffic safety events for seatbelt, child safety seat and distracted driving compliance.
- Hosted annual events such as the Citizens' Police Academy, Junior Police Academy, Senior Picnic and Police Cadet Program. The Department also participated in Family Night, regular events at the Senior Center, CT Special Olympics fundraising events, Community for Care, and other community events.

Police Budget: \$4,530,861

Animal Control Budget: \$64,801

Civil Preparedness Budget: \$6,685

49.5 full-time equivalent employees

Planning and Community Development

The Department's primary mission is to engage the Town's residents and provide professional guidance and coordination in a manner which allows them to envision and plan for a highly desirable and livable town, and to implement and maintain that vision through the implementation of astute use of land in order to ensure a high quality of life for all generations.



2016-2017 Initiatives and Accomplishments

- Initiated update to 2007 Plan of Conservation and Development (POCD).
- Initiated phase I of comprehensive review and update of Town's Zoning Regulations.
- Issued 2,232 building permits, conducted 2,684 building permit inspections and processed 735 Zoning and Planning permits, inquiries, and applications.
- Provided oversight to the permitting and approval process for the redevelopment of the ITT Hartford (Silverman Group) – northern parcel, Master Site Development Plan and site plan approval for 275 residential units, 3,500 square feet of commercial space, and 120-bed assisted living facility.

Budget: \$592,259
7 full-time equivalent employees

Information Technology

The Information Technology department oversees technology systems and operations of municipal offices, including the Simsbury Police Department, Simsbury Public Library, Board of Education Central Office, Regional Probate Court and Water Pollution Control. The Department participates in monthly meetings with Simsbury's Technology Task Force and IT Steering Committee on technology activities, issues and recommendations.



2016-2017 Initiatives and Accomplishments

- Expanded municipal fiber optic deployment in order to connect remote locations.
- Implemented “hyper-convergent” technology, providing virtualization of technology equipment and development of off-site backup processes.
- Completed Voice Over Internet Protocol (VoIP) project at Simsbury Farms Complex.
- Completed security audit by Blum Shapiro.

Budget: \$204,697
2 full-time equivalent employees

Housing Authority

The Simsbury Housing Authority is dedicated to providing safe, affordable, housing for limited income seniors and individuals with disabilities.

Housing Authority Information

The Simsbury Housing Authority, located on 13 acres at 1600 Hopmeadow Street, is a non-profit organization responsible for operating the Dr. Owen L. Murphy Apartments and the Virginia Connolly Residence. The facilities provide subsidized housing for the elderly and persons over age 18 with disabilities meeting certain income limitations. The Housing Authority receives no funding from the Town of Simsbury; however there is a mutually cooperative working relationship between the Town and the Housing Authority. The Housing Authority Commissioners are: Ronald Zappile, Chairman; Rev. Woodrow Eddins, Vice Chairman; Oliver Dickins, Treasurer; Cheryl Cook, Commissioner; Kay Coffey, Resident Commissioner; and Edward J. LaMontagne, Executive Director. The Housing Authority is also fortunate and grateful to have a number of dedicated volunteers who provide programs and services throughout the year. The Housing Authority will continue to move forward with making infrastructure improvements while offering quality programs and services in order to provide comfortable, caring and affordable housing for our current residents and for those who may reside with us in the future.

Probate Court

The mission of the Simsbury Regional Probate Court is to assist individuals and families residing in the district who require the services of the court in an efficient and compassionate manner. The probate court strives to ease the process as much as possible knowing that during stressful times it is difficult to cope with the unknown.

2016-2017 Initiatives and Accomplishments

- 196 applications were accepted for probate of decedent's estates.
- 172 small estate affidavits and tax purposes only estates were filed.
- The Court processed 30 applications for Conservatorships, and several applications for Guardianships of the Estate and Person of minors, Guardianships of the Intellectually Disabled, Termination of Parental Rights, approval of Adoptions, Name Changes and inter-vivos trust matters.

Board of Education

The Simsbury Public Schools cultivate the mind, body, and character of each student. We engage students with a meaningful and rigorous academic foundation so that they can contribute to a global society with integrity, compassion, and resilience.



2016-2017 Initiatives and Accomplishments

- *U.S. News & World Report* ranked Simsbury High School in its list of “Top 10 Best High Schools in Connecticut.”
- CMT data showed that for 5th graders, the percentage of students at/above goal in Science was 80% (versus 61% statewide); for 8th graders, the percentage was 84% (versus 65% statewide).
- Adopted a new curriculum for students of K-8 mathematics, called Math in Focus (MIF). MIF has changed the paradigm of the math classroom. No longer are students sitting in rows of chairs facing a teacher; instead they are working with manipulatives, collaborating with peers, as well as practicing math independently.
- Continued the use of Chromebooks, which have been a cost-effective solution for providing students with access to vetted educational online resources and tools.
- Established the Simsbury Trojans Hall of Fame in order to recognize and honor those Simsbury High School athletes, coaches, administrators, and supporters who excelled in their respective sports or coaching/support roles and who helped to bring honor, recognition, distinction, and excellence to SHS by their conduct both on and off the field of competition.

Budget: \$67,454,569

653.83 full-time equivalent employees

Simsbury Fire District

To minimize injuries, and property loss from fire, hazardous conditions, rescue situations, and other disasters, by providing excellent state of the art, life and property conservation, emergency and educational services while recognizing our people as our most important resource and the key to our success!

2016-2017 Initiatives and Accomplishments

- Upgraded and replaced pagers and portable radio equipment.
- Upgraded Computer Aided Dispatch System which improved our ability to relay alarm information and mapping to our responders.
- Purchased additional turnout gear and added gear washers and dryers for increased safety and health of our firefighters.
- Awarded bids to begin construction of a new engine and rescue truck for the Tariffville station.
- The Simsbury Volunteer Fire Company responded to 678 callouts.

Budget: \$3,019,841
6 full-time equivalent employees

Simsbury Volunteer Ambulance Association

Simsbury Volunteer Ambulance Association has served the emergency medical needs of the community since 1957. In the past year SVAA's volunteer EMTs, augmented by our paid staff of Paramedics and EMTs, responded to approximately 1,940 emergency medical calls.

2016-2017 Initiatives and Accomplishments

- Simsbury received its re-designation as a HEARTsafe community by the Department of Public Health. Since receiving this designation, SVAA has trained 350 people in CPR.
- Retiring from active duty after 20 and 30 years of service, respectively, Terry Fogarty and Ann O'Donnell were named Member Emeritus. Both were extremely generous with their time and talent, serving on the Board of Directors, and both were named EMT of the Year.
- Donna Anderson received EMT of the Year for 2017. Members Cori Jodice, Matthew Nardoza, Dave Harriman and Russ Regenaar were recognized in the "100 Call Club" for having each responded to greater than 100 9-1-1 calls in 2017. Joshua Storm and Lisa Barfield were recognized in their retirement from the association with a distinguished service award.

Administrative Services/First Selectwoman's Office

The mission of the Department is to provide overall management, policy direction and human resources support to Town departments and agencies, address constituent concerns, and communicate to the public. The First Selectwoman is also responsible for representing the Town both in contract matters and in public affairs.



2016-2017 Initiatives and Accomplishments

- Implemented a number of economic development initiatives including: a business visitation program to support and retain existing businesses; meeting with over 80 local businesses over 150 times to discuss business development opportunities and available Town, state and federal services and resources; and establishing regular coordinating meetings between Simsbury Main Street Partnership, Simsbury Chamber of Commerce, Planning Department, and the Business Resource Coordinator.
- Coordinated grant application efforts including a \$305,000 grant for Farmington Valley Greenway multipurpose trail and a \$150,000 STEAP grant to help complete construction of the new Veterans Memorial; worked closely with the Housing Authority on the administration of a Small Cities grant in the amount of \$750,000 for improvements at Virginia Connelly Residences and the Owen L. Murphy Apartments.
- Worked with the Board of Selectmen to pass the Open Space Ordinance for the sale or disposition of open space.

Budget: \$516,281

4.5 full-time equivalent employees

Finance Department

The Finance Department includes financial administration, assessor's office and tax office. The Department's mission is to provide the highest level of fiscal integrity and department support through training, prudent policies and business practices within its procurement, payroll, accounts payable, accounting and reporting, tax collection and debt management.



2016-2017 Initiatives and Accomplishments

- Awarded the GFOA Award for Excellence in Financial Reporting for the 18th consecutive year.
- Instituted monthly budget updates for the First Selectwoman and department heads and reinstated quarterly budget updates for the Board of Selectmen and Board of Finance.
- Launched a fraud hotline in accordance with the recommendation of the town's auditor, Blum Shapiro & Co., enabling anonymous reporting of suspected fraud to further protect and safeguard the town's assets.
- Created a dynamic cash flow planning model for capital affordability considerations by the Boards of Selectmen and Finance and developed a robust long-range budget planning model to facilitate budget discussions.
- Increased the number of people paying taxes online by over 25%, and initiated a pay-by-text option.
- Worked with Municipal Valuation Services on conducting the initial field review for the 2017 revaluation.

Budget: \$812,113

8.5 full-time equivalent employees

FY16-17 Budget Information

Expenditures

	\$	% of Total
Education	67,402,936	72.6%
Debt Retirement	6,600,828	7.1%
General Government	1,172,121	1.3%
Planning and Development	523,257	0.6%
Public Safety	4,507,780	4.9%
Public Works	3,914,818	4.2%
Culture & Recreation	2,322,283	2.5%
Health & Welfare	607,609	0.7%
Insurance & Benefits	4,871,466	5.2%
Other	929,236	1.0%
Total	92,852,334	100.0%

Revenues

	\$	% of Total
Property Taxes	85,638,921	90.7%
Intergovernmental	7,313,470	7.7%
Investments	45,381	0.0%
Changes for Services	767,837	0.8%
Licenses / Permits	459,719	0.5%
Other	236,947	0.3%
Total	94,462,275	100.0%

Mill Rate History

	Town	Fire District	Total
FY12-13	31.37	1.03	32.40
FY13-14	37.29	1.22	38.51
FY14-15	37.14	1.19	38.33
FY15-16	37.12	1.19	38.31
FY16-17	37.12	1.23	38.35

Due to state legislation, the mill rate for motor vehicles was capped at 37 mills for FY16-17. The Town collected 36 mills on motor vehicles and the Fire district collected 1 mill.