



# 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 – July 11, 2022 – 6:00 p.m.**

### **PLEDGE OF ALLEGIANCE**

### **PUBLIC AUDIENCE**

### **PRESENTATIONS**

- a) Proclamation for Simsbury Farms 50<sup>th</sup> Anniversary
- b) Simsbury Community Media
- c) Zoning for Cannabis Establishments Update

### **FIRST SELECTMAN'S REPORT**

### **TOWN MANAGER'S REPORT**

### **SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS**

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

### **SELECTMEN ACTION**

- a) Tax Refund Requests
- b) Donations from Friends of Simsbury Farms
- c) Purchase and Sale Agreement and Supplemental Appropriation for 56 Wolcott Road
- d) Supplemental Appropriation – Bloomfield to Tariffville Multi-Use Path
- e) Supplemental Appropriation – Planning and Architectural Services for Meadowood Barns
- f) Settlement Agreement and Supplemental Appropriation for Cavanagh Claim under the Worker's Compensation Act
- g) Revenue Technician Classification and Memorandum of Agreement
- h) Successor Collective Bargaining Agreement Between the Town and CSEA Administrative and Professional Employees, July 1, 2019 – June 30, 2023
- i) FY 22/23 Non-Union Compensation
- j) Discussion on Review and Amendments to Town Charter
- k) Board of Selectmen Goals, 2021 – 2023
- l) Proposed Town Manager Goals July 1, 2022 – June 30, 2023

### **APPOINTMENTS AND RESIGNATIONS**

- a) Resignations from Conservation Commission
- b) Resignation from DEI Council

**REVIEW OF MINUTES**

- a) Regular Meeting of June 13, 2022

**COMMUNICATIONS**

- a) Lower Farmington River and Salmon Brook Wild and Scenic Committee FY22 Update, dated June 13, 2022
- b) Memo from M. Capriola re: Public Gathering Permits, dated June 13, 2022
- c) Memo from M. Capriola re: Public Gathering Permits, dated June 21, 2022
- d) Memo from M. Capriola re: FY 21/22 Town Manager's Performance Review Process and Timeline, dated July 7, 2022

**ADJOURN**



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Simsbury Farms 50<sup>th</sup> Anniversary Proclamation

2. **Date of Board Meeting:** July 11, 2022

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

Maria E. Capriola, Town Manager; Tom Tyburski, Director of Culture, Parks and Recreation *Maria E. Capriola*

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

If the Board supports the request of the Friends of Simsbury Farms, the following motion is in order:

*Move, effective July 11, 2022 to issue a proclamation celebrating and honoring the 50<sup>th</sup> Anniversary of the Simsbury Farms Recreation Complex.*

5. **Summary of Submission:**

2022 marks the 50<sup>th</sup> Anniversary of the Simsbury Farms Recreation Complex. The Friends of Simsbury Farms have requested that the Town officially recognize this occasion in conjunction with other events that the Friends of Simsbury Farms and the Culture, Parks, and Recreation Department are planning.

The land in which Simsbury Farms Park was constructed on was approved for purchase at a Town Meeting on Monday, December 2, 1968 by vote of 600-1. The total purchase price was \$800,000 for the property known as "Orkil Farms." The Town had presented a vision for a complete recreation facility to meet the total needs of the community including an 18-hole golf course, tennis courts, swimming pools, hiking trails, an ice rink and platform tennis courts. The Town of Simsbury held an official dedication and open house for Simsbury Farms Park on Saturday, June 10, 1972.

Since the facility opened, the Town has approved major renovations such as the Ice Rink rebuild in 1999, the Russell Shaw Golf Clubhouse and restaurant in 2001, the rebuild of the Main Recreation Building in 2011, major pool and tennis court renovations in 2016, the addition of outdoor basketball courts in 2018, and road/parking lighting replacement in 2021. The Town continues to work to improve the recreation complex; upcoming projects include replacement of the Simsbury Farms Golf Course irrigation system and a complete renovation of the playground.

Thousands of Simsbury families have taken advantage of all "The Farms" has had to offer over the years and have enjoyed spending time with their family, friends and

neighbors. The foresight by town leaders in the 1960's to create the vision for this amazing facility will continue to be appreciated well into the future.

**6. Financial Impact:**

For FY 22/23 the Town has appropriated \$7,500 for special events related to the 50<sup>th</sup> Anniversary of the Simsbury Farms Recreation Complex.

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

a) Proclamation in Honor of Simsbury Farms 50<sup>th</sup> Anniversary

## **PROCLAMATION in Recognition of the 50<sup>th</sup> Anniversary of Simsbury Farms**

**Whereas**, on June 10<sup>th</sup>, 1972, 50 years ago, the Town of Simsbury held an official dedication and open house (and I assume a ribbon cutting), for Simsbury Farms, which began the first chapter of Simsbury's full recreation complex, as envisioned by Town Leaders; and

**Whereas**, the decision to purchase the 235 acres known as Orkil Farms, an apple orchard, by a 600-1 vote at a Town Meeting, was based on the vision presented for a complete recreation facility to meet the total needs of the community including an 18-hole golf course, tennis courts, swimming pools, hiking trails, an ice rink and platform tennis courts; and

**Whereas**, the year 2022 marks the 50th Anniversary of the opening of the Simsbury Farms Recreation Complex at which we recognize that this vision had come to pass, with the amazing facility we have all grown to love as both adults and children, that our families grew up loving, and that our children's families will get to enjoy for years to come; and

**Whereas**, residents and visitors, both young and old, continue to play and learn how to play golf, hockey, tennis, paddle tennis, basketball and pickleball, along with swimming and diving in the multiple pools; and

**Whereas**, the Simsbury Farms Recreation Complex is a source of pride for all Simsbury Residents, where we've spent many hours with our family members, friends, and neighbors of all ages, enjoying the endless recreational activities available to us; and

**Whereas**, we thank all the employees and volunteers who have made Simsbury Farms what it is today, and to all those who are playing in a golf league, taking swim lessons, joining a tennis clinic, pushing swings at the playscape, watching an early morning hockey game, or just taking a walk and enjoying the spectacular view; and

**Whereas**, a series of events called "50 for 50" will be held throughout 2022 to commemorate this milestone – Family Day, the Simsbury Farms Open, Movie Nights, the Pickleball Tournament, and a spectacular grand finale concert and fireworks show to name a few – that will provide many opportunities for our community to engage in recreation activities; and

NOW, THEREFORE, I, Wendy Mackstutis, First Selectman of the Town of Simsbury, do hereby Proclaim in 2022 The 50<sup>th</sup> Anniversary Celebration of Simsbury Farms and request and encourage everyone in our community to support and enjoy the Simsbury Farms Recreation Complex, the "50 for 50" events, and to wholeheartedly share this important milestone with their friends, family, neighbors, and peers.

IN WITNESS WHEREOF, I have placed my seal and the great seal of the Town of Simsbury on this 11<sup>th</sup> day of July 2022.

WENDY G MACKSTUTIS, First Selectman



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Simsbury Community Media Update
2. **Date of Board Meeting:** July 11, 2022
3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager; Patrick Fallon, Simsbury Community Media Station Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**  
This presentation is informational.
5. **Summary of Submission:**  
Patrick Fallon, Station Manager of Simsbury Community Media, will give a brief update on SCM's renovation project. This will include a 5-phase plan for the renovation rollout, a brief update on what's been completed, and pictures of progress in the facility.
6. **Financial Impact:**  
At your April 25, 2022 meeting, the Board of Selectmen approved an appropriation of \$45,000 to support work associated with improvements and renovations to the facility. The Town currently provides an annual grant to Simsbury Community Media in the amount of \$10,000 and the Board of Education makes an additional annual contribution of \$10,000. The Town also provides in-kind support, as it does not charge rent or utilities to Simsbury Community Media for the space provided at Eno Memorial Hall.
7. **Description of Documents Included with Submission:**
  - a) Presentation Slides



### SCM RENOVATION PLAN

#### PHASE 1 – Clean house

- All equipment – Desks, Cameras, décor, etc must be organized, labeled, and put into storage
- Any legacy equipment must be gone through and determined if it is to be kept
- Removal of stage, desks, unwanted décor, and legacy equipment
- Removal of any unwanted items

#### PHASE 2 – Construction

- Landing abatement\*
- Grates in steps to be removed\*
- Conjoining 2 small closets \*
- Studio work – installation of pipe mounting (for lights) and removal of old dry wall\*
- New floor to be installed – **Broadcast downtime at this point – Downtime to be communicated with public**
- (Possibly new doors in studio) \*
- Drop ceiling to be modified\*
- Overhead lighting to be moved\*

#### PHASE 3 – Installation of new set

- Uniset to be installed. It will be freighted. Town and SCM to remove from truck and freight
- *Short term storage and organization of transitional panels needed.*
- New panels for Creative Dimensions broadcaster desk.
- Equipment to be removed from storage and reinstalled
- After all new equipment installed – the facility will be painted\*

#### PHASE 4 – PEGPETIA integration and technology rollout

- New server to be installed – Current information on server to be copied to new server.
- Old Server to be installed at Town Hall. This will act a backup for computers and a digital archive of productions
- New computers to be built and installed
- All network cables in facility to be labeled
- Network cables to be put into sheaths. No more dangling ethernet cables.
- New equipment to be added to inventory
- Insurance update for new equipment

- Other misc. technology upgrades (windows 11, render server, updating castus, etc)
- Start of new website development – Considering Squarespace for modern look

#### PHASE 5 – Public rollout and ribbon cutting

- New décor to be hung in facility – Group photo of Board Members & Station Manager hung up
- New signage to be created.
- New business cards to be created
- Promotional material to be created and presented to the community
- Ribbon cutting ceremony – Town to be contacted – Communicated with town residents. SCM to film and release before/after video with ribbon cutting ceremony to public.

End of document ■

## SCM RENOVATION PLAN

### PHASE 1 – Clean house

- ✓ • All equipment – Desks, Cameras, décor, etc must be organized, labeled, and put into storage
- ✓ • Any legacy equipment must be gone through and determined if it is to be kept
- ✓ • Removal of stage, desks, unwanted décor, and legacy equipment
- ✓ • Removal of any unwanted items

### PHASE 2 – Construction

- ✓ • Landing abatement\* **Completed June 30**
- Grates in steps to be removed\*
- Conjoining 2 small closets \*
- Studio work – installation of pipe mounting (for lights) and removal of old dry wall\*
- New floor to be installed – **Broadcast downtime at this point – Downtime to be communicated with public**
- (Possibly new doors in studio) \*
- Drop ceiling to be modified\*
- Overhead lighting to be moved\*

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### PHASE 4 – PEGPETA integration and technology rollout **FUNDING RECEIVED ✓**

- New server to be installed – Current information on server to be copied to new server.
- Old Server to be installed at Town Hall. This will act a backup for computers and a digital archive of productions
- New computers to be built and installed
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End of document. ■

## Stage Successfully Removed!



## Landing Abatement



Broken and chipped asbestos tiles successfully removed on June 30<sup>th</sup>.

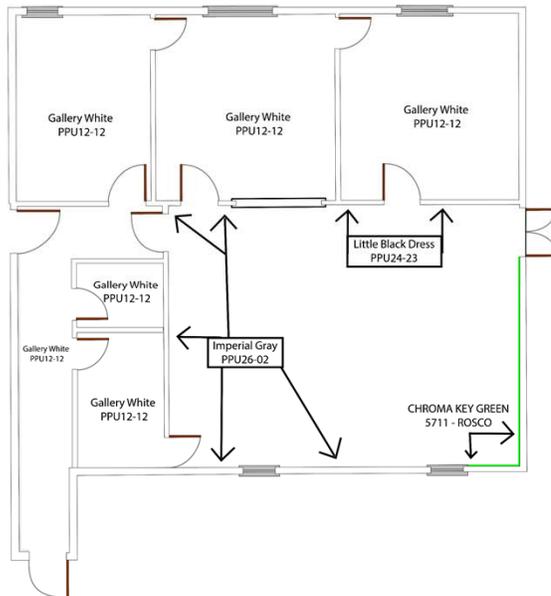
## Sprinklers to be relocated



The sprinklers in the studio are horizontally mounted. These sprinklers will be moved and converted to overheads.



Furniture and equipment to be currently stored in studio. These items will be stored temporary in senior center during flooring process.

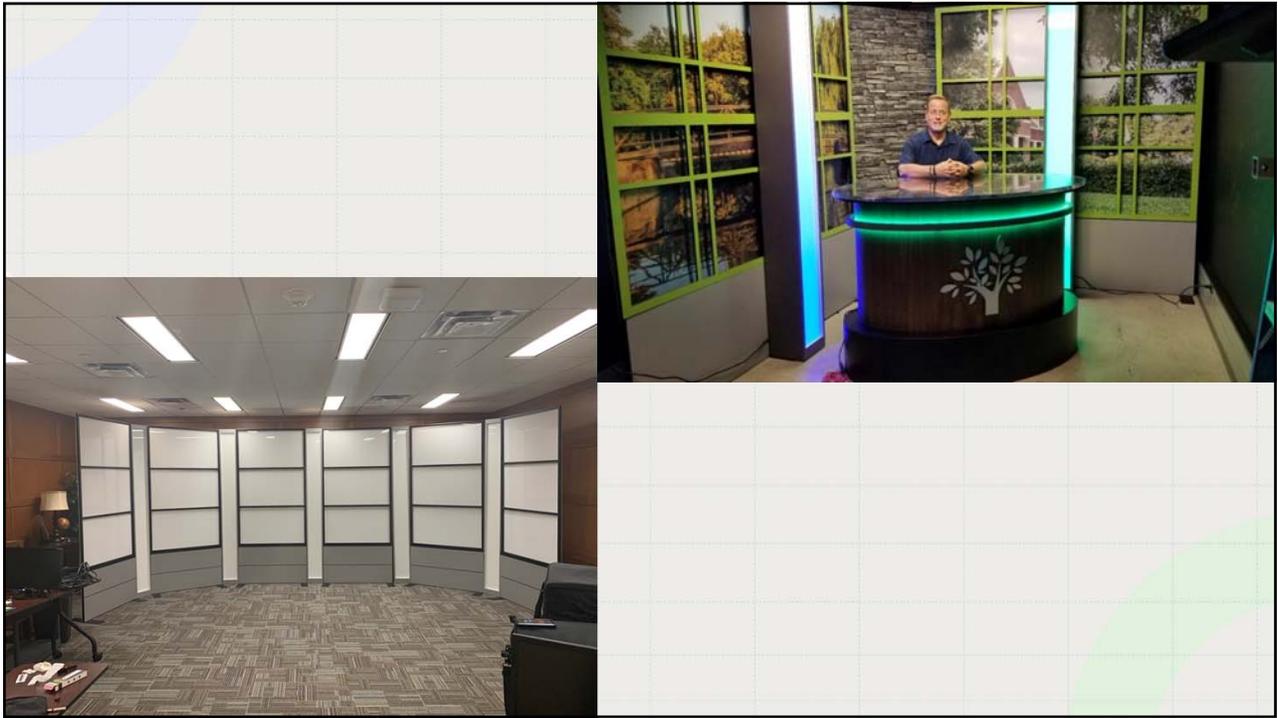


- Gallery White  
BEHR  
PPU12-12U
- Imperial  
BEHR  
PPU12-02D
- Little Black Dress  
BEHR  
PPU24-23D
- Chrome Key Green  
ROSCO  
5711

SCM Updated floor plan with included paints for walls

# Uniset Examples







# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Zoning for Cannabis Establishments Update
2. **Date of Board Meeting:** July 11, 2022
3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager; George K. McGregor, AICP, Planning & Community Development Director *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**  
This presentation is informational.
5. **Summary of Submission:**  
Public Act 21-1 legalized the use of certain cannabis products and authorized municipalities to enact zoning regulations (or ordinances) related to both the retail sale and cultivation of cannabis.  
  
The Zoning Commission adopted a Moratorium effective November 8, 2021 until November 8, 2022, in order to develop a local approach to this land use.  
  
The presentation will update the Board of Selectman on recent State law changes as well as the development of a local regulatory zoning framework by the Zoning Commission.
6. **Financial Impact:**  
To be determined.
7. **Description of Documents Included with Submission:**  
None



# Cannabis Establishments

UPDATE FOR BOARD OF SELECTMEN

JULY 11, 2022

# History

- ▶ PA 21-1 Effective July 1, 2021
- ▶ Legalized in CT
  - ▶ Cultivation, sale, transport, and distribution of adult use cannabis
  - ▶ Density caps for retail and micro cultivator (1 per 25,000 people)
- ▶ In absence of local regulation uses should be treated as other similar uses for zoning purposes
- ▶ Town of Simsbury: Zoning Commission adopted a year long moratorium effective November 8, 2021 – November 8, 2022
  - ▶ To establish a regulatory land use approach
- ▶ May 26, 2022—PA 22-103 REMOVED DENSITY CAPS

# Medical Marijuana

- ▶ 2013 Simsbury revised Zoning Ordinance to Allow Medical Marijuana Uses
  - ▶ Limited to 2 medical dispensaries in Commercial Districts (B1, B2, B3)
  - ▶ Marijuana production facilities allowed in Industrial Districts
- ▶ Uses allowed by Special Permit review
  - ▶ Public hearing and notice

# Zoning Commission

- ▶ Work has started on developing a land use Framework
  - ▶ June 6 and June 20 meetings
  - ▶ Additional review and discussion on July 18
- ▶ Framework Approach
  - ▶ Select Zoning Districts
  - ▶ Consider caps (limitations on total number)
  - ▶ Consider special conditions
  - ▶ Approval process
- ▶ September Public Hearing-Late Fall Adoption



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Tax Refund Requests
2. **Date of Board Meeting:** July 11, 2022
3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager; Colleen O'Connor, Tax Collector  
*Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**  
If the Board of Selectmen supports approving the tax refunds as presented, the following motion is in order:

*Move, effective July 11, 2022 to approve the presented tax refunds in the amount of \$7,404.66, and to authorize Town Manager, Maria E. Capriola, to execute the tax refunds.*

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

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

6. **Financial Impact:**  
The aggregate amount of all tax refunds as presented is \$7,404.66. The attachment dated July 11, 2022 has a detailed listing of all requested tax refunds.
7. **Description of Documents Included with Submission:**
  - a) Requested Tax Refunds, dated July 11, 2022

REQUESTED TAX REFUNDS  
JULY 11, 2022

	<b>BILL NUMBER</b>	<b>TAX</b>	<b>INTEREST</b>	<b>TOTAL</b>
<b>List 2020</b>				
Lereta - H.Juster	20-01-03960	\$300.00		\$300.00
Simsbury Property Group LLC	20-01-07598	\$5,568.86		\$5,568.86
Blumenthal, Jeffrey	20-03-51594	\$203.43		\$203.43
CCAP Auto Lease Ltd	20-03-52889	\$697.06		\$697.06
Heinie, Matthew D	20-03-57731	\$21.78		\$21.78
Keene, Ralph P 3rd	20-03-59439	\$483.71		\$483.71
Souza, Rebecca L	20-03-67355	\$81.63		\$81.63
Stent, Gregory P	20-04-83569	\$48.19		\$48.19
<b>Total 2020</b>		<b>\$7,404.66</b>	<b>\$0.00</b>	<b>\$7,404.66</b>
<b>TOTAL 2020</b>		<b>\$7,404.66</b>	<b>\$0.00</b>	<b>\$7,404.66</b>
<b>TOTAL ALL YEARS</b>		<b>\$7,404.66</b>	<b>\$0.00</b>	<b>\$7,404.66</b>



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Friends of Simsbury Farms Donations
2. **Date of Board Meeting:** July 11, 2022

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

4. **Action Requested of the Board of Selectmen:**  
If the Board of Selectmen supports acceptance of the donations from the Friends of Simsbury Farms, the following motion is in order:

*Move, effective July 11, 2022 to accept donations totaling \$13,969.34 from the Friends of Simsbury Farms for an assortment of improvements at the Simsbury Farms Recreation Complex as presented.*

5. **Summary of Submission:**  
The Friends of Simsbury Farms, is a 501-C-3 non-profit organization, created in January 2016, intended to plan, form, coordinate, and monitor charitable donations for the benefit of the Simsbury Farms Recreation Complex. The Friends have recently supported the purchase or cost of a variety of facility enhancements at Simsbury Farms.

Over the last 6 months the Friends of Simsbury Farms have paid for the following: an expression swing (\$1,900); 50<sup>th</sup> Anniversary tee flags (\$1,048.69); picnic tables for pool (\$5,775); TV/monitor for pool lobby (\$732.03); grass seed (\$830) and top soil for root covering project (\$1,311.60), Fitness Trail Welcome Sign and directional trail signage (\$2,372.02). The total of all the donations is \$13,969.34.

Chapter 100 of our Code of Ordinances, "Gift Policy," Section 100-2 "Monetary Donations" states that no donation of more than \$1,500 may be accepted without Board of Selectmen approval. If the donation is accepted I will direct staff to send a thank you letter to the Friends of Simsbury Farms.

6. **Financial Impact:**  
There will be minimal ongoing electricity costs associated with operation of the tv/monitor in the pool lobby.

7. **Description of Documents Included with Submission:**  
None



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Purchase and Sale Agreement and Supplemental Appropriation for 56 Wolcott Road

2. **Date of Board Meeting:** July 11, 2022

3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager; Amy Meriwether, Finance Director; Thomas Roy, Public Works Director/Town Engineer *Maria E. Capriola*

4. **Action Requested of the Board of Selectmen:**  
If the Board of Selectmen supports the purchase and sale agreement for 56 Wolcott Road as presented, the following motion is in order:

*Move, effective July 11, 2022, to approve the purchase of 56 Wolcott Road for \$175,000. Further move to authorize Town Manager Maria Capriola to execute any and all documents related to the purchase of 56 Wolcott Road, as approved to form by the Town Attorney.*

A supplemental appropriation request is needed to provide the funds for this purchase. If the Board of Selectmen support requesting a supplemental appropriation to purchase the parcel of land at 56 Wolcott Road, the following motion is in order:

*Move, effective July 11, 2022, to approve a supplemental appropriation utilizing General Fund Reserves for the purchase of the parcel of land at 56 Wolcott Road in the amount of \$175,000 and to recommend this to the Board of Finance.*

5. **Summary of Submission:**  
In the fall of 2021 the property owner of 56 Wolcott Road contacted the Director of Public Works/Town Engineer to inform the Town that a portion of the transfer station was encroaching on his property. Acquisition of the property was deemed the most affordable and preferable course of action. Town staff, with assistance from the Town Attorney and an appraiser, set out to do their due diligence to determine a fair price for the full parcel.

The Director of Public Works/Town Engineer has worked with the property owner to come to a fair price for both parties of \$175,000. This value is less costly than relocating the portion of the transfer station off of the 56 Wolcott Road property and will provide the town with more of a buffer to the transfer station and our closed landfill.

The proposed purchase and sale has been reviewed by the Town Attorney. If the purchase and funding are approved by the Board of Selectmen and Board of Finance,

the Town Attorney will prepare a purchase and sale agreement for execution by the Town Manager.

The Board of Finance will review this request at their meeting on July 19, 2022.

**6. Financial Impact:**

The cost to purchase the property is \$175,000. These funds would come from General Fund Reserves. An additional \$40,000 will be needed at year-end close to complete the demolition of the residential structure that is in poor condition on the property.

Based on the last quarterly financial statement, the General Fund Fund Balance is estimated at 17.5% of budgeted expenditures. The current Board of Finance Fund Balance Policy strives for a range of 15-17% of budgeted expenditures.

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

- a) GIS Mapping of 56 Wolcott Road
- b) Property Record Card



56 Wolcott Road – Simsbury GIS Mapping

N/F  
TOWN OF SIMSBURY

S 29°47'48" W  
1118.23'

N 47°02'54" W  
380.36'

N/F  
ROCO E. LENOR &  
VINCENT R. ANGERAMI

10.27 ACRES

384.79'  
N 37°52'54" E

N/F  
DANIELL ROSS

80.00'  
S 51°36'55" E

R = 5696.63  
L = 81.34'  
C = 81.34'  
N 14°16'57" E

335.52'  
N 13°52'25" E

Angle iron pin found  
HEL T Co. #3940  
HEL T Co. #3239  
N/F TOWN OF SIMSBURY  
driveway  
SHEED  
asphalt  
chain link fence  
R = 786.02' L = 388.02'  
C = 370.56'  
S 45°05'50" E  
fire hydrant  
P.K. nail set

N/F TOWN OF SIMSBURY

BARN

2-STY. FRAME HOUSE

249.90'

N 44°41'04" E  
94.39'

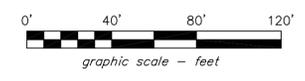
C.I.P. Found  
N 45°14'14" W  
99.39'  
Monument Found

WOLCOTT ROAD

Eversource #1118 H.E.L.T. Co. #1117 Eversource #1116

PROPERTY SURVEY PREPARED FOR  
**CARL D. THOMPSON**  
56 WOLCOTT ROAD  
SIMSBURY, CONNECTICUT  
SCALE: 1" = 40' JUNE 10, 2021  
David J. Little, Licensed Land Surveyor

REFER TO "COMPILATION OF MAPS TOWN OF SIMSBURY TRANSFER STATION SITE DATE: OCT., 2002 SCALE: 1" = 200"



NOT VALID UNLESS EMBOSSED SEAL OF SIGNER APPEARS BELOW



DAVID J. LITTLE, LICENSED LAND SURVEYOR #13303 TORRINGTON, CT  
25 COUNTRY CLUB ROAD TORRINGTON, CONNECTICUT 860.489.0821 djlittle@optonline.net

This survey and map has been prepared in accordance with Sections 20-300b-1 through 20-300b-20 of the Regulations of Connecticut State Agencies "Minimum Standards for Surveys and Maps in the State of Connecticut" as endorsed by the Connecticut Association of Land Surveyors, Inc. It is a DEPENDENT RESURVEY conforming with CLASS A-2 HORIZONTAL ACCURACY STANDARDS.

To my knowledge and belief, this map is substantially correct as noted hereon.

The Assessor's office is responsible for the maintenance of records on the ownership of properties. Assessments are computed at 70% of the estimated market value of real property at the time of the last revaluation which was 2017.

# SIMSBURY

## CONNECTICUT



Information on the Property Records for the Municipality of Simsbury was last updated on 11/2/2021.



### Parcel Information

Location:	56 WOLCOTT ROAD	Property Use:	Residential	Primary Use:	Residential
Unique ID:	30418607	Map Block Lot:	I03 439 006	Acres:	11.50
490 Acres:	0.00	Zone:	I-1	Volume / Page:	0963/0774
Developers Map / Lot:		Census:	4662010		

### Value Information

	Appraised Value	Assessed Value
Land	136,392	95,470
Buildings	48,409	33,890
Detached Outbuildings	3,828	2,680
Total	188,629	132,040

## Owner's Information

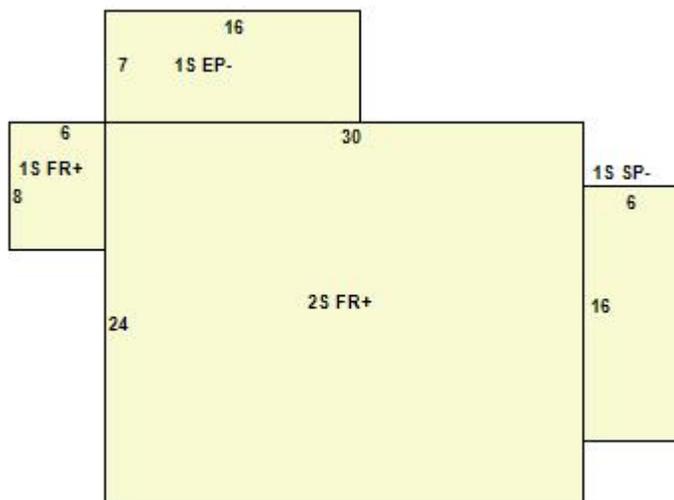
### Owner's Data

CT PROPERTY CONSULTANTS LLC  
178 STRATTON BROOK ROAD  
SIMSBURY CT 06070

## Building 1



**103-439-006 03/18/2012**



Building Use: Single Family

Stories: 2.00

Construction: Wood Frame

Style:	Colonial	Year Built:	1911	Condition:	Avg/Fair
Living Area:	1,488	Total Rooms:	6	Bedrooms:	2
Full Baths:	1	Half Baths:	0	Kitchens:	1
Fireplaces:	0	Heating:	Forced Hot Air	Fuel:	Gas
Cooling Percent:	0%	Basement Area:	768	Basement Finished Area:	0
Basement Garages:	0	Roof Material:	Asphalt	Siding:	Asbestos
Units:					

### Special Features

Chimney	2
---------	---

### Attached Components

Type:	Year Built:	Area:
Enclosed Porch	1911	112
Screen Porch	1911	96

### Detached Outbuildings

Type:	Year Built:	Length:	Width:	Area:
1.4 Sty Frame Barn	1912	24	35	840

### Owner History - Sales

Owner Name	Volume	Page	Sale Date	Deed Type	Sale Price
CT PROPERTY CONSULTANTS LLC	0963	0774	08/26/2020	Warranty Deed	\$111,000
RIVER BEND DEVELOPMENT CT LLC	0472	0331	06/30/1997		\$0



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Supplemental Appropriation - Bloomfield to Tariffville  
Multi-Use Trail Connector Proj. No. L128-0001

2. **Date of Board Meeting:** July 11, 2022

3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager; Thomas Roy, Director of Public Works/Town  
Engineer; Adam D. Kessler, Deputy Town Engineer

*Maria E. Capriola*

4. **Action Requested of the Board of Selectmen:**  
The Board of Selectmen previously authorized acceptance of the LOTCIP grant for  
this project, and there is an existing capital project. However, the following motions  
are in order to appropriate the additional revenues:

*Move, effective July 11, 2022, to accept additional grant monies from the LOTCIP  
program for the subject project. Further move to authorize the Town Manager to  
execute any and all documents related to the additional grant monies received for the  
subject project.*

*Further move to approve a supplemental appropriation in the amount of \$1,254,200 as it  
relates to the Bloomfield to Tariffville Multi-Use Trail Connector, Project No. L128-0001  
and to recommend this to the Board of Finance.*

5. **Summary of Submission:**

In 2018 the Towns of Bloomfield and Simsbury were awarded a LOTCIP grant in the  
amount of \$1,020,000 with an additional \$545,200 shared by Bloomfield and Simsbury  
to fund the design and construction of a multi-use trail connecting Bloomfield to  
Tariffville. Total project cost at that time was estimated at \$1,565,200, which includes  
10% for contingencies and 10% incidentals. Subsequent design changes in response  
to DOT review increased the total project costs to \$2,063,800 in 2020 with a \$550,000  
shared contribution from Simsbury and Bloomfield.

Following a publicly advertised bid process, the lowest qualified bid received totaled  
\$2,349,500 resulting in a total project cost of \$2,819,400 including contingencies and  
incidentals. Staff secured additional funding through the LOTCIP program to cover the  
increased costs. The local funds provided by Simsbury and Bloomfield will not  
increase and remain at \$275,000 each, or \$550,000 in aggregate.

The Board of Finance will review the supplemental appropriation request at their July  
19<sup>th</sup> meeting.

**6. Financial Impact:**

There is no increased cost to the Town. The Town's \$275,000 contribution was previously budgeted. The breakdown of revenues for the project is as follows:

LOTICIP Grant	\$ 2,269,400
Bloomfield Contribution	\$ 275,000
<u>Simsbury Contribution*</u>	<u>\$ 275,000</u>
Total Project Cost	\$ 2,819,400

\* Tariffville Multi-Use Path Connection Project

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

- a) Map of Bloomfield to Tariffville Multi-Use Trail
- b) CRCOG Memo: Cost Increase Request, dated June 17, 2022
- c) CRCOG Letter Bid Result and Award Recommendation, dated June 28, 2022
- d) Project Authorization Letter, dated April 13, 2022

**To:** Cost Review Sub-Committee  
**From:** Sotoria Montanari, CRCOG Program Manager  
**Date:** June 17, 2022  
**c:** Thomas J. Roy, Town of Simsbury Engineer/Director  
Jonathan Thiesse, Town of Bloomfield Engineer  
Rob Aloise, CRCOG Director of Planning  
Cara Radzins, CRCOG Transportation Deputy  
Transportation Committee  
**Subject:** LOTCIP Funding Increase Request: Route 189 Corridor Multi-Use Trail Project in Bloomfield/Simsbury (L128-0001)

A Cost Review Sub-Committee meeting will take place at 11:00 AM on Monday, June 27, 2022. At the meeting, we will be discussing and acting on the following funding increase request:

**Route 189 Corridor Multi-Use Trail Project in Bloomfield/Simsbury (L128-0001)**

The Towns of Simsbury and Bloomfield are requesting a LOTCIP funding increase of \$752,000 from \$1,517,400 to \$2,269,400 (49.5% increase). This increase, along with Bloomfield and Simsbury's previously volunteered shared local contribution of \$550,000 in construction funds would enable funding of the updated project cost, which has increased from \$2,067,400 to \$2,819,400 (36.4% increase). The increased project cost equals the low bid plus 20%.



Looking North Approaching Route 189 / Route 315 Intersection



Looking South on Route 189 Near the Bloomfield / Simsbury Town Line

After successfully completing LOTCIP design, the Towns were issued an Authorization to Advertise Letter on April 19, 2022 and held a public bid opening on May 26, 2022. The Towns received four (4) bid packages ranging from \$2,349,400 to \$2,990,724, considerably higher than the Engineer's estimate of \$1,743,000. The disparity between the engineer's estimate and the low bid pertain to the unit price increases. Specifically, the HMA costs increased from \$123 a ton to over \$200 a ton, increasing the total by \$110,000. Excavation costs, including ditch excavation, increased by \$109,000. The rockfall barrier, topsoil, and landscaping increased by \$156,000. Additionally, unit prices increased along with contingencies, incidentals, and increases associated with the higher bid numbers.

The trail project, located alongside State Route 189, is part of the East Coast Greenway route which is prioritized for completion by CRCOG. Additionally, the project represents a unique joint effort by two CRCOG towns to address a regional priority, with both contributing significant local funds towards the project's costs.

**To allow the Towns to accept the lowest responsible bidder with costs that are substantially higher due to the increased unit prices, Staff recommends Committee approval of an additional \$752,000 of LOTCIP funding for State Route 189 Multi-Use Rail in Bloomfield/Simsbury, increasing its LOTCIP share from \$1,517,400 to \$2,269,400**

June 28, 2022

Mr. William Grant  
Department of Transportation  
2800 Berlin Turnpike  
PO Box 317546  
Newington, CT 06131-7546

Subject: LOTCIP State Project No. L128-0001  
Towns of Simsbury/Bloomfield – State Route 189 Multi-Use Trail

Dear Mr. Grant:

CRCOG is submitting the following summary of bid results for the subject LOTCIP project:

- Four (4) Bids were opened on May 26, 2022. The bids received, ranged from \$2,349,500.35 to \$2,990,724.50. A letter from the Town of Simsbury's Town Manager identifying the lowest responsible bidder, Schultz Corporation of Terryville with a bid of \$2,349,500.35 is attached.
- Additionally, the bid tabulations with the four (4) bidders and a completed, signed form Section 31-57b are included. The engineer's estimate was for \$1,743,000 as provided in the Final Design Submission Documentation, and the lowest bid is 34.7% higher than the engineer's estimate. An explanation of the higher units' costs is included in the packet.
- The Town considers Schultz Corporation of Terryville to be the lowest, responsible bidder and is recommending that the contract for the total bid amount of \$2,349,500 be awarded to them. The additional 10% contingencies (\$234,950) and 10% incidentals (\$234,950) make the total award \$2,819,400. The towns will be contributing a town share of \$469,900 (\$550,00 was previously approved), making the total amount \$2,819,400. The additional LOTCIP funding for the bid amount was approved at the Transportation Committee meeting on June 27, 2022 (memo attached). The anticipated award date is scheduled to be July 15, 2022.

CRCOG concurs with the Town's recommendation for the award of the contract to Schultz Corporation of Terryville for \$2,349,500.35.

Sincerely,



Mr. Matthew W. Hart  
CRCOG Executive Director

cc: Ms. Maria E. Capriola, Town Manager, Town of Simsbury  
Mr. Stanley D. Hawthorne, Town Manager, Town of Bloomfield  
Mr. Hugh H. Hayward, Principal Engineer, Bureau of Engineering and Construction  
Mr. Rob Aloise, CRCOG Director of Planning  
Ms. Cara Radzins, CRCOG Transportation Deputy  
Mr. Thomas J. Roy, P.E. Town of Simsbury Director/Town Engineer  
Mr. Adam Kessler, P.E. Deputy Town Engineer, Simsbury  
Mr. Jonathan Thiesse, Town of Bloomfield Engineer



# STATE OF CONNECTICUT

## DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546  
NEWINGTON, CONNECTICUT 06131-7546



April 13, 2022

Ms. Maria Capriola  
Town Manager  
Town of Simsbury  
933 Hopmeadow Street  
Simsbury, Connecticut 06070  
[mcapriola@simsbury-ct.gov](mailto:mcapriola@simsbury-ct.gov)

Dear Ms. Capriola:

**Subject: Project Authorization Letter**  
Bloomfield-Tariffville Multi-Use Trail Connector  
State Project No. L128-0001  
Unique Entity Identifier DVGUFJ6NPKS7  
Master Agreement No. 03.08-01(18)  
CORE ID No. 14DOT0027AA  
Town of Simsbury

On May 9, 2018, the State of Connecticut Department of Transportation (DOT) and the Town of Simsbury (Municipality) entered into the First Supplemental Master Municipal Agreement for Construction Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The Municipality is responsible for the Administration of the Construction Project and has mutually agreed with the Town of Bloomfield to act as the lead municipality relative to the portion of the Construction Project to be constructed in the town of Bloomfield.

The Construction Project is to provide for the construction a multi-use trail facility and related improvements along Route 189 from Main Street in the Tariffville section of the town of Simsbury southerly for a distance of approximately 1,950 feet to the Bloomfield town line, continuing southerly into the town of Bloomfield for an additional distance of approximately 2,685 feet to connect with the existing terminus of the Bloomfield Greenway-Section 1. The proposed improvements include, but are not limited to, installation of a 10-foot wide bituminous concrete multi-use trail with buffer along the west side of Route 189, concrete sidewalks, traffic signal modifications at Route 189/Main Street and Route 189/Route 315 (Elm Street), drainage improvements, installation of guiderail, an embankment wall, rockfall barrier, fencing, landscaping, curbing, bicycle racks, signing and pavement markings.

Funding for the Construction Project is provided under the Local Transportation Capital Improvement Program (LOTICIP). This project has a one hundred percent (100%) State participation ratio up to the established participation cap and payment for municipal costs will be on a grant basis, subsequent to receipt of bids by the Municipality. The maximum grant payment to the Municipality under this PAL is \$1,545,200, based on the final estimate for the Construction Project provided by the Municipality. The actual grant payment to the Municipality will be based on the approved low bid. In addition, any payment for actual expenditures will be in accordance with the terms of the Master Agreement.

Municipal costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT. Enclosed is an estimated cost break down for Construction Project activities. A Demand Deposit of Zero Dollars (\$0) is due to the DOT.

The Municipality is responsible for the proper maintenance and operation of all the Municipality's facilities constructed as part of the Construction Project, upon completion of the Construction Project, to the satisfaction of the DOT including, but not limited to, embankment walls, landscaping, rockfall barrier, chain link fence, drainage swales, bicycle racks, tree and brush trimming, graffiti removal, vandalism repair, refuse removal multi-use trail facilities, sidewalks and sidewalk ramps including snow and ice removal. A separate PAL will be issued by the DOT to the Town of Bloomfield relative to the proper maintenance and operation of the Town of Bloomfield's facilities constructed as part of the Construction Project.

The issuance of the PAL itself is not an authorization for the Municipality to advertise the Construction Project for bids or begin performing work with respect to the Construction Project. The Municipality may advertise the Construction Project for bids only after the DOT has received the concurred PAL from the Municipality and the DOT has authorized the Municipality to advertise the Construction Project for bids. The Municipality may advance or begin work on the Construction Project only after it has received an Authorization to Award Notice from the DOT.

Please indicate your concurrence with the PAL by signing below on or before May 4, 2022 and returning a copy to the Project Manager listed below at the letterhead address. You may submit the Written Acknowledgement of the PAL to the Project Manager in hard copy, by facsimile, or electronic transmission. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project.

If you have any questions, please contact the Project Manager, Mr. William Grant, P.E., at (860) 594-3229 or [William.E.Grant@ct.gov](mailto:William.E.Grant@ct.gov).

Very truly yours,

James A. Fallon, P.E.  
Assistant Chief Engineer  
Bureau of Engineering and Construction

Enclosure

MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL

Concurred By: Maia E. Capriola Date: 4/21/22  
Ms. Maria Capriola  
Town Manager

cc: Mr. Stanley D. Hawthorne, Town Manager, Town of Bloomfield

PAL ATTACHMENT  
STATE PROJECT NO. L128-0001  
ESTIMATED CONSTRUCTION COSTS

PARTICIPATING

(100% State – Local Transportation Capital Improvement Program)

A.	Contract Items.....	\$ 1,287,668
B.	Contingencies (10% of A).....	\$ 128,766
C.	Incidentals to Construction (10% of A).....	\$ 128,766
D.	Total Participating Construction Cost (A+B+C).....	\$ 1,545,200

NON-PARTICIPATING

(100% Municipal)

E.	Contract Items.....	\$ 454,334
F.	Contingencies (10% of E).....	\$ 45,433
G.	Incidentals to Construction (10% of E).....	\$ 45,433
H.	Total Non-Participating Construction Cost (E+F+G).....	\$ 545,200 <sup>[1]</sup>

SUMMARY

I.	Total Construction Cost (D+H).....	\$ 2,090,400
J.	Maximum Grant Payment to Municipality (100% of D).....	\$ 1,545,200
K.	Municipal Proportionate Share of the Total Construction Cost (100% of H).....	\$ 545,200
L.	Demand Deposit Required from the Municipality.....	\$ 0

[1] Municipality share of total Construction Project cost as agreed between the Municipality and the Capitol Region Council of Governments.

Robert Buchan/William Grant/rb/wg

bcc: Scott A. Hill – James A. Fallon

Theodore H. Nezames

Michael N. Calabrese – Hugh H. Hayward – William E. Grant

Gary J. Pescosolido – Eugene V. Falcone – Diane LeFrancois

David Markowski

Jean C. Miller – Janet M. Whitehill

Laenny Fraticelli – Angela Napolitano

Darren E. Meyers – Jennifer N. Trio – Kelly Cain – Tawana M. Forte

[DOT.ExternalAudits@ct.gov](mailto:DOT.ExternalAudits@ct.gov)

[DOT.PFM@ct.gov](mailto:DOT.PFM@ct.gov)

Central Files

[DOT.COGcoordinationUnit@ct.gov](mailto:DOT.COGcoordinationUnit@ct.gov)

Andrew S. Morrill

Sherri L. Ruiz-Clark – John D. Haggerty

Aron J. Steeves

Theodore H.  
Nezames, P.E.  
2025-08-07  
10:11:48-0700

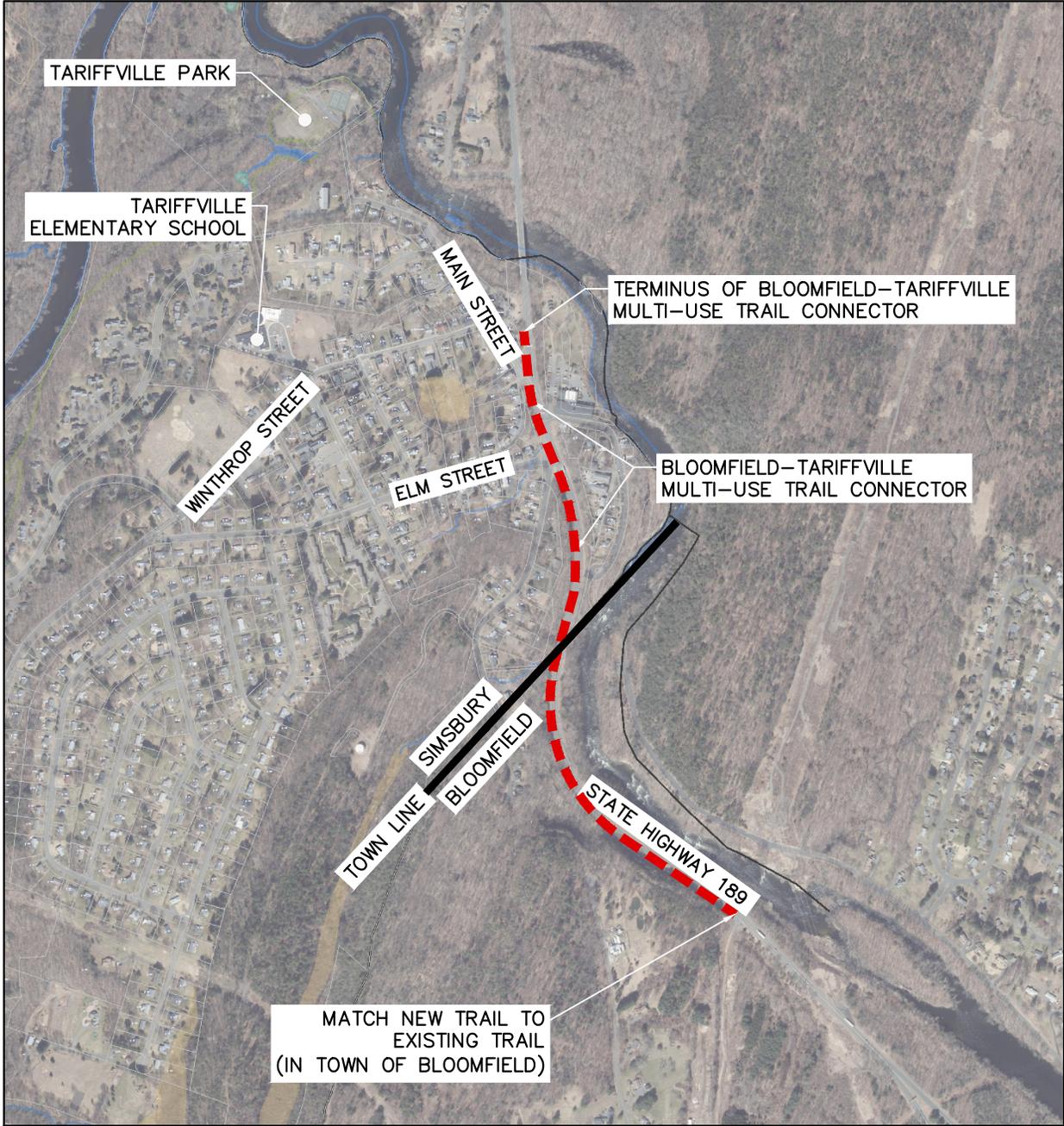
Abel F. de A.  
2025-08-07  
10:11:48-0700



cc in the email issuing the PAL:

Mr. Matthew W. Hart, Executive Director, Capitol Region Council of Governments ([MHart@CRCOG.org](mailto:MHart@CRCOG.org))

Ms. Sotoria Montanari, Program Manager, Capitol Region Council of Governments  
([SMontanari@CRCOG.org](mailto:SMontanari@CRCOG.org))



# Town of Simsbury

## ENGINEERING DEPT.

OVERALL ROUTE VIEW  
 MULTI-USE TRAIL GAP CLOSURE  
 BLOOMFIELD TO TARIFFVILLE

DRAWN BY: DFG

SCALE: 1" = 1000'

DATE: 07/06/2022

SHEET 1 OF 1



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Supplemental Appropriation – State Historic Preservation Office Historic Preservation Enhancement Grant and Survey and Planning Grant for Meadowood Barns
2. **Date of Board Meeting:** July 11, 2022
3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager; Adam D. Kessler, Deputy Town Engineer; Daniel F. Gannon, Project Engineer *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**

The Board of Selectmen previously authorized acceptance of the State Historic Preservation Office Historic Preservation Enhancement Grant and the Survey and Planning Grant should they be awarded. Therefore, the following motions are in order to appropriate the grant revenue:

*Move, effective July 11, 2022, to approve a supplemental appropriation in the amount of \$40,000 (\$20,000 for the State Historic Preservation Office Historic Preservation Enhancement Grant and \$20,000 for the Survey and Planning Grant) for the Meadowood Barns and to recommend this to the Board of Finance. Further move to create a CNR project to complete this work.*

5. **Summary of Submission:**

The Board of Selectmen authorized submittal of grant applications to the State Office of Historic Preservation to support planning and architectural services related to the rehabilitation of the Meadowood barns. A grant in the amount of \$20,000 was awarded through a Historic Preservation Enhancement (HPEG) Grant, and a grant in the amount of \$20,000 was awarded through a Survey and Planning (S&P) Grant for engineering and architectural services for restoration of the barns on the Meadowood property. The funds from these grants will be used for further evaluation of the barns, preparation of the Historic Restoration Fund (HRF) Grant Application, and completion of design and construction documents. The five (5) standing barns along Firetown Road and Hoskins Road will be evaluated for potential rehabilitation for historic preservation purposes. It should be noted that rehabilitation of all standing barns may not be feasible.

The Board of Finance will review the supplemental appropriation request at their July 19<sup>th</sup> meeting.

**6. Financial Impact:**

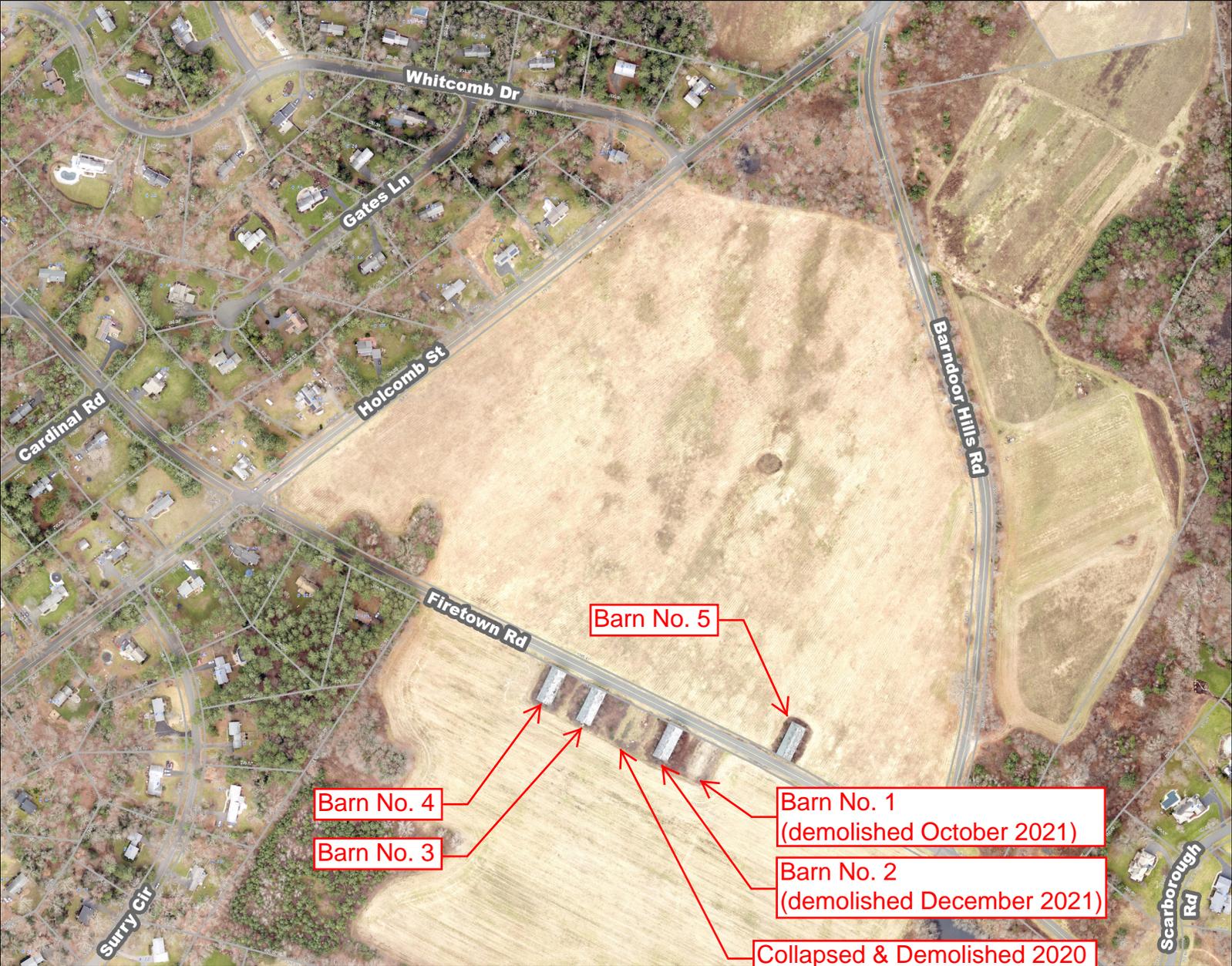
No local match is required. Other than staff time associated with administering the grants and assisting the design engineer and architect, there are no costs to the Town.

Approximately \$250k has been committed from the Good To Great Grant and approximately \$85k has been committed from a donor for construction services associated with barn restoration. A Historic Restoration Fund Grant of up to \$200k will be applied for in the future for construction services associated with barn restoration.

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

- a) Figure 1 – Firetown Road Barns
- b) Figure 2 – Hoskins Road Barns
- c) Figure 3 – Historic Preservation Enhancement Grant
- d) Figure 4 – Survey and Planning Grant

Figure 1 - Firetown Road



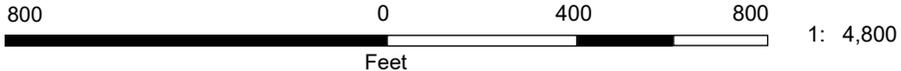
**Legend**

- Parcels
- Street Labels
- Town Border

**Location**

A small map of Vermont showing major cities and roads. A red dot is placed in the northern part of the state, near the town of Barre, to indicate the location of the main map.

**Notes**



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

# Figure 2 - Hoskins Road



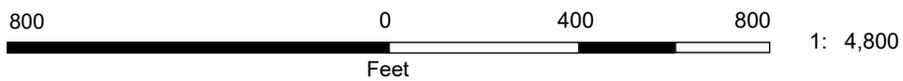
### Legend

- Parcels
- Street Labels
- Town Border

### Location

A small regional map showing the location of the site. A red dot is placed in the Hartford area, with a line connecting it to the main map. The map shows major roads and surrounding towns like Springfield, Danbury, and New Haven.

### Notes



This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

**ASSISTANCE AGREEMENT BY AND BETWEEN  
THE STATE OF CONNECTICUT  
ACTING BY THE DEPARTMENT OF ECONOMIC AND COMMUNITY  
DEVELOPMENT  
(An Equal Opportunity Employer)  
AND  
Town of Simsbury**

RE: Town of Simsbury Historic Preservation Enhancement Grant

This **ASSISTANCE AGREEMENT** (the "Agreement") is made and entered into by and between the **STATE OF CONNECTICUT**, (hereinafter the "State"), acting herein by David Lehman, its Commissioner of Economic and Community Development (hereinafter the "Commissioner"), pursuant to §§ 4-8, 10-415 (a) and (b), and 32-1 (c) of the Connecticut General Statutes and Public Law 113-235 and the Town of Simsbury (hereinafter the "Applicant" or "contractor") acting herein by Maria Capriola, its duly authorized Town Manager.

**WITNESSETH:**

**WHEREAS**, the State, acting through its State Historic Preservation Office ("SHPO") in its Department of Economic and Community Development ("DECD"), received a grant from the National Park Service appropriated from the Historic Preservation Fund by Public Law 113-76 for historic preservation efforts; and

**WHEREAS**, the State is required to transfer at least 10% of its annual apportionment from the Historic Preservation Fund of the National Park Service to Certified Local Governments; and

**WHEREAS**, the Applicant became a Certified Local Government under the provisions of Section 101( c) of the National Historic Preservation Act on April 2, 1992; and

**WHEREAS**, the governing body of the Applicant has submitted to the State a series of documents, including Certified Local Government Historic Preservation Enhancement Grant Application for a non-matching grant-in-aid, a certified resolution from the Applicant's appropriate organizational body authorizing the Applicant to submit said Application, a Project Budget and exhibits, if any, and other documents (all, together with all other documents and agreements executed by the Applicant in connection with this Agreement, hereinafter the "Project Documents") for a project entitled *Architectural plans for the restoration of several tobacco barns on Firetown Road, Simsbury* (hereinafter the "Project") and has represented to the State that it can rely upon the information within the Project Documents as being accurate and complete; and

**WHEREAS**, the State and the Applicant desire to define the terms and conditions upon which such financial assistance will be made available to the Applicant.

**NOW THEREFORE**, in consideration of the mutual promises of the parties hereto, and of the mutual benefits to be gained by the performance thereof, the State and the Applicant hereby agree as follows:

## **ARTICLE 1 - STATE OBLIGATIONS**

1.1. Financial Assistance. The State hereby agrees, subject to the terms of this Agreement and its Exhibits and in reliance upon the facts and representations set forth in the Project Documents, to provide financial assistance to the Applicant for the Project in the form of a Survey and Planning Grant in an amount not to exceed \$20,000 (hereinafter, the "Funding").

## **ARTICLE 2 - APPLICANT WARRANTIES, COVENANTS, AND OBLIGATIONS**

The Applicant represents, warrants and covenants as follows, and further covenants that on and after the closing and for so long as this Agreement or any clause thereof shall remain in effect:

2.1. Form of Business Entity. The Applicant is a municipal corporation duly created and validly existing under the laws of the State of Connecticut. Further, the Applicant will preserve and maintain its existence as a municipal corporation duly organized, validly existing, and in good standing under the laws of Connecticut.

2.2. Ability to Conduct Business. The Applicant has all franchises, permits, licenses, and other similar authorizations necessary for the conduct of its business as now being conducted by it, and it is not aware of any state of facts that would make it impossible or impractical to obtain any similar authorization necessary for the conduct of its business as planned to be conducted. The Applicant is not in violation, nor will the transactions contemplated by this Agreement or the Project Documents to which it is a party, cause a violation of the terms or provisions of any such franchise, permit, license, or similar authorization.

2.3. Authorization to Enter Into and Execute Project Documents. The execution and delivery of the Project Documents and this Agreement by the Applicant, and the performance of its obligations thereunder, are within its power, have been duly authorized by all necessary action on its part, and are not in contravention of law nor in contravention of its organizational documents or governing bylaws including its charter or of the provisions of any indenture, agreement, or undertaking to which it is a party or by which it is bound.

2.4. Other Authorization Unnecessary. No consent, license, or approval from any governmental authority is or will be necessary for the valid execution and delivery by the Applicant of the Project Documents. The Applicant agrees that nothing in this Agreement relieves it from any obligation under law to obtain any such license, consent, or approval.

2.5. Agreement to Undertake Project. The Applicant agrees to undertake and complete the Project as described in the Application.

2.6. Obstacles to Entering and Executing Project.

(A) Existing Suit or Other Actions. There is no action, suit, proceeding or investigation at law, in equity, or before any court, public board, arbitrator, or body, pending or, to the Applicant's knowledge, threatened against or affecting it, which could or might adversely affect the Project, any of the transactions contemplated by the Project Documents, the validity of the Project Documents, or the Applicant's ability to discharge its obligations under the Project Documents.

(B) Default of Existing Orders or Instruments. The Applicant is not in default beyond any applicable notice and grace periods with respect to any order of any court, arbitrator, or governmental body which could or might adversely affect the Project, or any of the transactions contemplated by the Project Documents or the validity of the Project Documents, or the Applicant's ability to discharge its obligations under the Project Documents. In addition, the Applicant is not in default beyond any applicable notice and grace periods in the performance, observance or fulfillment of any of the terms, obligations, covenants, conditions, or provisions contained in any agreement or instrument to which the Applicant is a party or to which its property is subject, which default, together with all such defaults, singularly or in the aggregate, may have a materially adverse effect on the business, assets, liabilities, financial condition, results of operations or business prospects of the Applicant.

(C) Instance of Default. No Instance of Default (as defined in Section 4.1 hereof) has occurred or is continuing, and the Applicant has no knowledge of any currently existing facts or circumstances which, with the passage of time or the giving of notice, or both, would constitute an Instance of Default.

## 2.7. Material Adverse Change.

(A) Financial Condition. There has been no material adverse change in the financial condition of the Applicant since the date of application for the Funding that has not been previously disclosed in writing to the Commissioner.

(B) Representations in Documents. All financial statements, including, without limitation, balance sheets and profit and loss statements, delivered to the Commissioner are correct and complete, and fairly present the financial position and results of operations of the Applicant at the times of and for the periods reflected by such financial statements. The financial statements and all other written statements furnished by the Applicant in connection with the Funding do not contain any untrue statement of material fact and do not omit any material fact whose omission would make the statements contained therein or herein misleading.

(C) Other Facts. There is nothing which the Applicant has not disclosed to the Commissioner in writing, which writing, if any, is attached hereto as Exhibit A, which materially and adversely affects or, as far as the Applicant can reasonably foresee, is reasonably likely to prove to affect materially and adversely the business, operations, properties, prospects, profits, or condition of the Applicant. Further, the Applicant will notify the Commissioner, in writing, promptly of any material adverse change in the financial condition or business prospects of the Applicant.

2.8. Use of State Funding. The Funding shall be used for the Project as set forth in the Application and the most recently approved Project Financing Plan and Budget. The Funding shall be used for that purpose and for no other purpose.

(A) Additional Costs Above Funding. Any amount in excess of the amount of the Funding that may be necessary to cover the cost of the Project as set forth in the most recently approved Project Financing Plan and Budget shall be the responsibility of the Applicant and shall not be covered by the Funding. The Applicant shall, as a minimum, provide the level and sources of funding as indicated in the Project Documents, and shall expend those funds in accordance with the Project Financing Plan and Budget.

(B) Budget. The Project Financing Plan and Budget most recently approved by the Commissioner shall constitute the budget for the Project. The Project Financing Plan and Budget may be amended by request of the Applicant if such request is approved in writing by the Commissioner. Approval by the Commissioner of any revised Project Financing Plan and Budget shall not constitute or imply a revision of the amount of the Funding.

2.9. Payment of Other Obligations. The Applicant will pay and discharge promptly when due and payable all taxes, assessments and governmental charges levied or imposed upon it, its property, or any part thereof, or upon its income or profits, or any part thereof, as well as all lawful claims for labor, materials and supplies, which, if unpaid, might by law become a lien or charge upon its property, provided that such charges need not be paid while being contested by the Applicant in good faith and by appropriate legal proceedings so long as adequate book reserves have been established with respect thereto and the Applicant's title to, and its right to use, its property is not materially and adversely affected thereby. The Applicant also agrees to pay all taxes or duties levied or assessed upon said sum against the State, or the obligation evidenced hereby and to pay all costs, expenses, and attorneys' reasonable fees incurred by the State in any proceeding for the collection of the obligations evidenced hereby upon the happening of an Instance of Default as provided for in the Project Documents or in any litigation or controversy arising from or connected with the Project Documents.

2.10. Indemnification. For purposes of this Agreement, "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum. "Records" means all working papers and such other information and materials as may have been accumulated by the Applicant in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. "Goods" means all things which are movable at the time that the Agreement is effective and which includes, without limiting this definition, supplies, materials and equipment.

(A) The Applicant shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the

acts of commission or omission (collectively, the “Acts”) of the Applicant or Applicant Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys’ and other professionals’ fees, arising, directly or indirectly, in connection with Claims, Acts, or the Agreement. The Applicant shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Applicant’s obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning (i) the confidentiality of any part of or all of the Applicant’s bid or proposal, and (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Agreement.

(B) The Applicant shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(C) The Applicant shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Applicant or any Applicant Parties. The State shall give the Applicant reasonable notice of any such Claims.

(D) The Applicant’s duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Applicant is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims.

(E) The Applicant shall carry or maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, either (a) sufficient general liability insurance or (b) sufficient financial capacity to self-insure, to satisfy its obligations under this Agreement, including its obligation to indemnify, defend, and hold harmless under Section 2.10. If the Applicant is not self-insured it shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to Connecticut Department of Economic and Community Development (“DECD”) all in an electronic format acceptable to DECD prior to the Effective Date of the Agreement evidencing that the State is an additional insured. The Applicant shall not begin performance until the delivery of these three (3) documents to DECD. Applicant shall provide an annual electronic update of the three (3) documents to DECD on or before each anniversary of the Effective Date during the Agreement term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

(F) The Applicant hereby agrees to indemnify and hold harmless the State from and against any liabilities, losses, damages, costs, or expenses, including attorneys' fees, arising out of or in connection with the presence of hazardous waste relating to the Project, or any lien or claim under Conn. Gen. Stat. § 22a-452a, as amended, or other federal, state, or municipal statute, regulation, rule, law, or proceeding relating to environmental matters. Such indemnity shall survive payment in full of the Funding, and termination and/or release of the Project Documents and/or foreclosure of the Mortgage or realization on the Collateral (if any).

(G) This section shall survive the Termination of the Agreement and shall not be limited by reason of any insurance coverage.

(H) For purposes of this Agreement, “Applicant Party”, “Applicant Parties”, “Contractor Party”, or “Contractor Parties” shall mean an Applicant’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Applicant is in privity of oral or written contract (e.g. subcontractor) and the Applicant intends for such other person or entity to perform under the Agreement in any capacity. For the purpose of this Agreement, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.

2.11. Compliance with Laws, Regulations, Rules, and Executive Orders. In the administration and execution of the project, the Applicant shall comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the state under and pursuant to the agreement, including, but not limited to, (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State’s Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to section 22a-194a concerning the use of polystyrene foam.

2.12. Non-discrimination.

(A) For purposes of this Section, the following terms are defined as follows:

(1) “Commission” means the Commission on Human Rights and Opportunities;

(2) “Contract” and “contract” include any extension or modification of the Contract or contract;

(3) “Contractor” and “contractor” include any successors or assigns of the Contractor or contractor;

(4) “Gender identity or expression” means a person’s gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person’s physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person’s core identity or not being asserted for an improper purpose.

(5) “Good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) “Good faith efforts” shall include, but not be 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;

(7) “Marital status” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

(8) “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;

(9) “Minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9n; and

(10) “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.

For purposes of this Section, the terms “Contract” and “contract” do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(B) (1) 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 race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor 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; and the Contractor further agrees to take affirmative action to ensure 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, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, 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; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f; and (5) 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 as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(C) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor'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 may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(D) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(E) The Contractor shall include the provisions of subsection (B) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation or a municipal public works contract for a quasi-public agency project, 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 Conn. Gen. Stat. § 46a-56, as amended; 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 regarding a State contract, 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.

(F) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(G) (1) 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 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 Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 46a-56.

(H) The Contractor shall include the provisions of the foregoing paragraph 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 Conn. Gen. Stat. § 46a-56, as amended; 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 regarding a State contract, 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.

(I) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box:

### 2.13. Freedom of Information.

(A) Confidential Information. The Agency will afford due regard to the Applicant's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Agreement are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Applicant may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Applicant believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Applicant that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Agreement, the Records and the specifications, conflicts or is in any way inconsistent with this Section, this Section controls and shall apply and the conflicting provision or part shall not be given effect. If the Applicant indicates

that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as “CONFIDENTIAL”, the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Applicant shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

(B) Disclosure of Records. This Agreement may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

2.14. Whistleblowing. This Agreement may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes if the amount of this Agreement is a “large state contract” as that term is defined in such statute. In accordance with this statute, if an officer, employee or appointing authority of the Applicant takes or threatens to take any personnel action against any employee of the Applicant in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, the Applicant shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty percent (20%) of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of relevant sections of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Applicant.

2.15. Executive Orders. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of

cleaning products and services. If Executive Order 14 is applicable, it is deemed to be incorporated into and made a part of the Agreement as if it had been fully set forth in it. At the Grantee's request, DECD shall provide a copy of these orders to the Grantee.

2.16. Campaign Contribution Restriction. INTENTIONALLY OMITTED.

2.17. Relocation. INTENTIONALLY OMITTED.

2.18. Other Debt. INTENTIONALLY OMITTED.

2.19. Conflict of Interest. The Applicant will adopt and enforce measures appropriate to assure that no member of the Applicant's governing bodies and none of its officers or employees shall have or acquire voluntarily an interest in any agreement or proposed agreement in connection with the undertaking or carrying out of the Project.

2.20. Notification of Instance of Default by Applicant. The Applicant shall notify the Commissioner promptly of the occurrence of any default hereunder or under any of the other Project Documents, or any other document, instrument or agreement to which the Applicant or its properties are subject and of the actions it intends to take in order to cure such default in a timely manner.

2.21. Business Continuation and Transfer of Control. INTENTIONALLY OMITTED.

2.22. Representations in Other Documents. All statements contained in any certificate, financial statement, legal opinion or other instrument delivered by or on behalf of the Applicant pursuant to or in connection with this Agreement shall constitute representations and warranties made under this Agreement. All representations and warranties made under this Agreement shall be made at and as of the date of this Agreement, and at and as of the date of receipt of the Funding. All representations and warranties made under this Agreement shall survive the execution and delivery hereof and shall not be deemed to have been waived by any investigation made or not made by the State. The Project Documents to which the Applicant is a party, when delivered, will be legal, valid, and binding obligations of the Applicant, enforceable against it in accordance with their respective terms.

### **ARTICLE 3 - PROJECT ADMINISTRATION**

3.1. Audit and Inspection of Plant, Places of Business and Records.

(A) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Applicant's and Applicant's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement. The Applicant shall comply with federal and state single audit standards as applicable.

(B) The Applicant shall maintain, and shall require each of the Applicant Parties to maintain, accurate and complete Records. The Applicant shall make all of its and

the Applicant Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

- (C) The State shall make all requests for any audit or inspection in writing and shall provide the Applicant with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (D) The Applicant will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Applicant under this Agreement. The Applicant will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
- (E) The Applicant shall keep and preserve or cause to be kept and preserved all of its and Applicant Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Applicant shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (F) The Applicant shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Applicant shall cooperate with an exit conference.
- (G) The Applicant must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Applicant Party.
- (H) If Applicant is subject to a federal and/or state single audit must have an audit of its accounts performed annually. The audit shall be in accordance with the DECD Audit Guide, located at <https://portal.ct.gov/-/media/DECD/OFR/DECD-Audit-Guide-January--2019.pdf> and the requirements established by federal law and state statute. If Applicant is not subject to a federal and/or state single audit shall be subject to a Project-specific audit of its accounts within ninety (90) days of the completion of the Project or at such times as required by the Commissioner. Such audit shall be in accordance with the DECD Audit Guide. An independent public accountant as defined by generally accepted government auditing standards (GAGAS) shall conduct the audits. At the discretion and with the approval of the Commissioner, examiners from the DECD may conduct Project-specific audits.

3.2. Payment to Applicant. In order to permit the State to make payment to the Applicant with respect of the Funding, the Applicant agrees as follows:

(A) Office of the State Comptroller Electronic Fund Transfer Automated Clearing House (“ACH”)(EFT) Program. Upon the execution of this Agreement, the Applicant shall provide current, verifiable bank account information for accounts with Applicant’s bank to the Office of the State Comptroller (“OSC”) by submitting a completed Electronic Funds Transfer ACH (EFT) Election Form, and such additional information as the OSC may require (<https://www.osc.ct.gov/vendor/directdeposit.html>).

(B) Requisition Form. In order to bring about the transfer of moneys to the account designated under subsection (A) above (the “Account”), the Applicant shall requisition funds on forms provided by the Commissioner and in the manner prescribed by this Agreement. Payment to the Applicant will be made based upon said requisition forms.

(C) Preagreement Costs. Unless authorized by the Commissioner in writing, no costs incurred prior to April 6, 2022 are eligible for reimbursement from the Funding.

(D) Deadline. The Applicant agrees that the Project for which this grant has been made shall be completed no later than August 31, 2023, and expenses incurred after the Deadline date shall not be eligible for reimbursement from the Funding.

3.3. Insurance. INTENTIONALLY OMITTED.

3.4. Personal Service Contracts. All Project cost items of personal service, except those to be performed by volunteers and those to be performed by employees of the Applicant who will not receive extra compensation for such service, shall be performed pursuant to a written contract, and the Applicant shall, upon request, provide the Commissioner with copies of all such contracts.

3.5. Repayment to State. In the event that an audit referred to in section 3.1 above demonstrates that the actual expenditures made by the Applicant in connection with the Project are less than the maximum allowable amounts for disbursement by the State, as set forth in section 1.1 above, any such excess disbursement made by the State in respect of the Funding shall become immediately due and payable by the Applicant to the State within ninety (90) days of the end date of the most recently approved Project Financing Plan and Budget. Upon repayment by the Applicant of such excess amount of the Funding which has been disbursed to the Applicant, the stated amount of the Funding under this Agreement shall be amended, as applicable, so as to evidence the actual amount of the Funding which has been received by the Applicant.

3.6. Report. No later than sixty (60) days before the Deadline as defined in Section 3.2(D) herein, the Applicant shall furnish to the State a final summary report with such information and in a format as requested by the DECD, including but not limited to a program evaluation narrative, financial reporting including copies of invoices, proof of payment and a certificate of actual eligible costs, and digital images showing grant work completed.

## ARTICLE 4 - DEFAULT

4.1. Instances of Default. The occurrence of any of the following events shall constitute a default under this Agreement (an "Instance of Default"):

(A) Breach of Agreement. If the Applicant fails to perform any act, duty, or obligation set forth herein or in any other Project Document or fails to forebear from any unpermitted act, or if the Applicant abandons or terminates the Project, or takes such steps that such an abandonment or termination is imminent.

(B) Misrepresentation. If any representation or warranty made by the Applicant or caused to be made for the Applicant in any of the Project Documents prove at any time to be incorrect in any material respect.

(C) Receivership or Bankruptcy. If the Applicant shall: (i) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of any of its assets; (ii) be unable or admit in writing its inability to pay its debts as they mature; (iii) file or permit the filing of any petition or reorganization or the like under any insolvency or bankruptcy law, or the adjudication of it as a bankrupt, or make an assignment for the benefit of creditors or consent to any form of arrangement for the satisfaction, settlement or delay of debt or the appointment of a receiver for all or any part of its properties; or (iv) any action shall be taken by Applicant for the purpose of effecting any of the foregoing.

(D) Condemnation or Seizure. If any Federal, state or local governmental instrumentality, body or agency shall condemn, seize or otherwise appropriate, or take custody or control of all or any substantial portion of the properties or assets of Applicant.

(E) Lack of Adequate Security. If the State, at any time and in good faith, deems itself to be insecure. For the purposes of this Agreement, the State shall be entitled to deem itself insecure when some event occurs, fails to occur or is threatened or some objective condition exists or is threatened which materially impairs the prospects of the Applicant's business, or which materially affects the financial condition or business operations of Applicant. Also included is the actual or threatened waste, removal, or demolition of, or material alteration to, any significant part of the Applicant's property.

(F) Violation of Terms in Other Project Documents. The occurrence of a default or violation under any of the Project Documents.

4.2. Events in Instances of Default. (A) Notice of Default. If the Applicant defaults or shall commit or allow any breach of the Applicant's covenants, agreements and other obligations under this Agreement, material or otherwise, including, without limitation, an Instance of Default, hereunder, the Commissioner shall notify the Applicant of the default in writing ("Notice of Default").

(B) Opportunity to Cure. Upon the occurrence of an Instance of Default, the Commissioner may determine that permitting an opportunity to cure a default could jeopardize the

Project or security, or would not be in the best interests of the State. Under those circumstances, no opportunity to cure need be given and the Commissioner may seek other remedies. Without in any way limiting the preceding right to act without providing the opportunity to cure, the Commissioner may provide the Applicant thirty (30) days after the Notice of Default, or such longer period of time as the Commissioner may determine and set forth in writing, to cure or remedy the default or breach. Said cure or remedy will not be effective unless accepted, in writing, by the Commissioner.

(C) Remedies. Upon the occurrence of an Instance of Default, the State, acting by the Commissioner, shall have, to the full extent permitted by law, each and all of the following remedies in addition to those provided for in other portions of this Agreement:

(1) To suspend all further payments by the State to the Applicant until such noncompliance is cured to the satisfaction of the Commissioner;

(2) To proceed to enforce the performance or observance of any obligations, agreements, or covenants of the Applicant in this Agreement or the Project Documents;

(3) To declare the entire amount of the Funding to be immediately due and payable and to bring any and all actions at law or in equity as may be necessary to enforce said obligation of repayment. In such Instances of Default, the Applicant hereby agrees to repay immediately to the State the entire amount of the Funding received, and liquidated damages equal to five percent (5%) of the total amount of the Funding received;

(4) The right to a writ of mandamus, injunction or similar relief against the Applicant because of such default or breach;

(5) The right to maintain any and all actions at law or suits in equity, including receivership or other proper proceedings, to cure or remedy any defaults or breaches of covenants under this Agreement;

(6) The Applicant agrees that all expenditures incurred by State under the Project Documents are other than principal, and the principal of this Agreement after maturity or acceleration or upon an event of default or after a judgment hereon, shall bear interest at the rate of fifteen percent (15%) per annum from the date of demand, acceleration, default or judgment as applicable.

(7) The State may collect costs associated with collection efforts as outlined in section 2.9 of this Agreement

## **ARTICLE 5 - MISCELLANEOUS PROVISIONS**

5.1. Nonwaiver & Sovereign Immunity.

(A) If the State does not exercise, or delays in exercising, or exercises in part any of the State's rights and remedies set forth in this Agreement for the curing or remedying of any default or breach of covenant or condition, or any other right or remedy, in no event shall such non-exercise, delay or partial exercise be construed as a waiver of full action by the State or a waiver of any subsequent default or breach of covenant or condition.

(B) The parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other Section, this Section shall govern.

5.2. Severability. If any term or provision of this Agreement or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Agreement shall be valid and enforced to the fullest extent possible by law.

5.3. Agreement Date. This Agreement shall become effective as of the date of its approval by the Attorney General of the State of Connecticut or his designee.

5.4. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. Transmittal of the signatures of the parties to this Agreement by email or facsimile shall be deemed as effective as an original signature thereon.

5.5. Multiple Applicants. If there is more than one Applicant, the obligations hereunder and under the Project Documents, shall be joint and several.

5.6. Notices. . Any notice to the Applicant pursuant hereto or pursuant to any of the Project Documents may be served in person or by mail. Any such requirement shall be deemed met by any written notice personally served at the principal place of business of the Applicant, or at such other address as the Applicant shall notify the Commissioner, or mailed by depositing it in any post office station or letter box enclosed in a postage-paid envelope addressed to the Applicant at 933 Hopmeadow Street, Simsbury, CT 06070 or at such other address as provided above. Any notice to the State, Department, or Commissioner shall be addressed to the Commissioner, Department of Economic and Community Development, at 450 Columbus Boulevard, Suite 5, Hartford, CT 06103. Any notice served upon the State, Department, or Commissioner under this Agreement or any other Project Document shall be effective only upon receipt by the Commissioner.

5.7. Waivers by Applicant. The Applicant and all others who may become liable for all or any part of this obligation do hereby waive demand, presentment for payment, protest, notice of protest and notice of non-payment of this Agreement and do hereby consent to any number of renewals or extensions of the time of payment hereof and agree that any such renewals or extensions may be made without notice to any of said parties and without affecting their liability herein and further consent to the release of any party or parties liable hereon, all without affecting the liability of the other persons, firms or corporations liable for the payment of this Agreement.

5.8. Headings, Number and Gender. The headings given to the Sections in the Agreement are inserted only for convenience and are in no way to be construed as part of the Agreement or as a limitation of the scope of the particular Section to which the heading refers. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

5.9. Amendments; Supremacy and Entirety of Agreement.

(A) No amendment to or modification of this Agreement shall be valid or binding unless made in writing, signed by the parties and approved by the Connecticut Attorney General. Any and all documents authorized in connection with this Agreement shall be subject to the terms of this Agreement. This Agreement contains the complete and exclusive statement of the terms agreed to by the parties.

(B) In the event that the Applicant seeks modification in the form of a consent or a subordination to financing required by the Applicant in its normal course of business, the Applicant shall request such modification in writing to the Commissioner not less than thirty (30) days prior to the date such modification is required. The Applicant shall promptly reimburse the State for expenses, including reasonable attorneys' fees, incurred in negotiating and entering into such modification.

5.10. Provision of Other Documents. Upon the request of the Commissioner, the Applicant shall execute and deliver or cause to be executed and delivered such further documents and instruments and do such further acts and things as the Commissioner may request in order to effectuate more fully the purposes of this Project, to secure more fully the payment of the Funding in accordance with its terms, and to vest more completely in and assure to the Commissioner its rights under the Project Documents. Without limiting the generality of the foregoing, the Applicant will join with the Commissioner in executing such financing statements, agreements, notices or other documents or instruments as the Commissioner shall deem necessary or desirable to create, preserve, protect, maintain or enforce its rights and interests in and its liens on the property of the Applicant. The Applicant shall pay the cost of filing and recording, or refiling and re-recording, such documents and instruments in all public offices in which such filing or recording, or refiling or re-recording, is deemed by the Commissioner to be necessary or desirable.

5.11. Assignment. The Applicant shall not assign any of its rights or obligations under the Agreement, voluntarily or otherwise, in any manner without the prior written consent of the Commissioner. DECD may void any purported assignment in violation of this section and declare the Applicant in breach of Agreement. Any Termination by DECD for a breach is without prejudice to DECD's or the State's rights or possible Claims.

5.12. Survival of Representations, Warranties and Covenants. For the purposes of this Agreement, the term “Contractor” or “Applicant” shall mean and include any successor or assigns of Applicant including any representative of Applicant under the provisions of any state or Federal law governing bankruptcy, insolvency, receivership or reorganization. All warranties, representations and covenants made by the Applicant in this Agreement or in any of the Project Documents or in any certificate or instruments delivered to the State in connection with the Funding shall be considered to have been relied upon by the Commissioner and shall survive until the later of: (i) the expiration of the Easements, Declaration of Covenants, and Declaration of Preservation Restrictions in accordance with section 2.18 above; or (ii) repayment in full of the Funding. This Agreement and the other Project Documents shall be binding upon and inure to the benefit of the successors and assigns of each of the parties; provided, however, that nothing in this provision shall imply that the Applicant has the right or authority to assign its rights, duties or obligations hereunder or under any of the Project Documents without the written consent of the Commissioner.

5.13. Governing Documents. In the event of any conflict between this Agreement and any of the Project Documents, this Agreement shall be controlling.

5.14. Third Parties. This Agreement is between the State and the Applicant only and shall not be relied upon by any third party.

5.15. Forum and Choice of Law. The parties deem this Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Applicant waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

5.16. Termination. This Agreement shall remain in full force and effect for the entire term of the contract period unless terminated by DECD.

(A) Notwithstanding any provisions in this Agreement, DECD, through a duly authorized representative, may terminate the Agreement whenever DECD makes a written determination that such termination is in the best interests of the State. DECD shall notify the Applicant in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Applicant must modify or complete its services prior to such date.

(B) Notwithstanding any provisions in this Agreement, either party, through a duly authorized employee, may, after making a written determination that the other has breached

the Agreement and failed to remedy the breach, terminate the Agreement in accordance with the provisions in this Agreement.

(C) Notices of Termination must be sent in accordance with the Notice Section of this Agreement. Upon receiving the termination notice from DECD, the Applicant shall immediately modify or discontinue all services affected in accordance with the terms of the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to DECD all Records. The Records are deemed to be the property of DECD and the Applicant shall deliver them to DECD no later than thirty (30) days after the termination of the Agreement or fifteen (15) days after the Applicant receives a written request from DECD for the Records. The Applicant shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, PDF, ASCII or .TXT.

(D) Except for any work which DECD directs the Applicant to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Applicant shall terminate or conclude all existing subcontracts and shall not enter into any further subcontracts or other commitments.

(E) DECD shall, within forty-five (45) days of the effective date of termination, reimburse the Applicant for its services rendered and accepted by DECD in accordance with the Project Financing Plan and Budget, in addition to all actual and reasonable costs incurred after termination in completing those portions of the services which the notice required the Applicant to complete. However, the Applicant is not entitled to receive and DECD will not tender to the Applicant any payments for anticipated or lost profits. Upon request by DECD, the Applicant shall assign to DECD, or any replacement Applicant which DECD designates, all subcontracts, and other commitments, deliver to DECD all Records and other information pertaining to its services, and remove from State premises, whether leased or owned, all of Applicant's property, equipment, waste material and rubbish related to its services DECD may request.

(F) If the Applicant (a) fails to cure a Breach in accordance with this Section or Subsection (b) is in violation of any of the Representations and Warranties herein, or if any of those Representations and Warranties are false or misleading in any material respect, then, notwithstanding any provisions in this Agreement, DECD may Terminate with no Remedy Period. DECD may also revoke any consent to assignments given, with the effect of the assignments never having been requested or consented to. In case of such revocation, DECD will have no liability or responsibility to Applicant or Applicant Parties or any third party, or any of them, resulting from the termination or revocation.

(G) Upon termination of the Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the Agreement shall survive such termination to the

extent not otherwise limited in the Agreement and without each one of them having to be specifically mentioned in the Agreement.

(H) Termination of the Agreement pursuant to this Section shall not be deemed to be a breach of contract by DECD.

5.17. **COMMERCIAL TRANSACTION AND WAIVER.** INTENTIONALLY OMITTED.

5.18. **JURY TRIAL WAIVER.** INTENTIONALLY OMITTED.

5.19. Setoff. The State, in its sole discretion, may setoff and withhold (1) any costs or expenses, including, but not limited to, costs or expenses such as overtime, that the State incurs resulting from the Applicant's unexcused breach under the Agreement and under any other agreement or arrangement that the Applicant has with the State and (2) any other amounts of whatever nature that are due or may become due from the State to the Applicant, against amounts otherwise due or that may become due to the Applicant under the Agreement, or under any other agreement or arrangement that the Applicant has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Applicant's or Applicant Parties' breach of the Agreement, all of which shall survive any setoffs by the State. The State's right of setoff and right to withhold are not the State's exclusive remedies for Applicant's Breach, all of which remedies survive any setoffs and withholdings by the State.

## ARTICLE 6 - SPECIAL CONDITIONS

6.1. Definition of Work Products. As used in this Article 6, the "Work Products" shall mean the materials produced by the Applicant with the Funding.

6.2. Copyright to Work Products under this Agreement. INTENTIONALLY OMITTED.

6.3. Acknowledgement of Funding and Display of DECD logo.  
In any news release or printed material promoting this grant-funded program or the Work Products, the Applicant must give credit, prominently placed, to the Connecticut State Historic Preservation Office of the DECD by including the following statement and the DECD logo: The Town of Simsbury received support for this project from the State Historic Preservation Office of the Department of Economic and Community Development with funds from the Community Investment Act of the State of Connecticut.

6.4. Submission of Copies of Work Products.  
The Applicant shall submit to DECD one (1) full digital copy of the plans and specifications prepared under this Agreement. Architectural plans shall be prepared by an architect registered in Connecticut who meets the federal qualification standards of the United States Department of the Interior for an historical architect. All proposed plans shall meet the United States Secretary of the Interior's Standards for the treatment of Historic Properties. The DECD's logo and

funding acknowledgement statement, described in section 6.2, shall be prominently displayed on the report's cover.

[Remainder of page intentionally blank. Signature page to follow.]

**IN WITNESS WHEREOF**, the parties hereto make and enter into this Agreement.

**Town of Simsbury**

By: \_\_\_\_\_

Name:

Title:

Duly Authorized

Dated: \_\_\_\_\_

**STATE OF CONNECTICUT  
DEPARTMENT OF ECONOMIC  
AND COMMUNITY DEVELOPMENT**

By: \_\_\_\_\_

Name: Elizabeth Shapiro

Title: Director, Arts Preservation and Museums

Duly Authorized

Dated: \_\_\_\_\_

EXHIBIT A

[Applicant's Writings]

**ASSISTANCE AGREEMENT BY AND BETWEEN  
THE STATE OF CONNECTICUT  
ACTING BY THE DEPARTMENT OF ECONOMIC AND COMMUNITY  
DEVELOPMENT  
(An Equal Opportunity Employer)  
AND  
The Town of Simsbury**

RE: Town of Simsbury Survey and Planning Grant Project

This **ASSISTANCE AGREEMENT** (the "Agreement" or "Contract") is made and entered into by and between the **STATE OF CONNECTICUT**, (hereinafter the "State"), acting herein by David Lehman, its Commissioner of the Department of Economic and Community Development (hereinafter the "Commissioner"), pursuant to §§ 4-66aa and 10-409(a)(14) of the Connecticut General Statutes and the Town of Simsbury (hereinafter the "Applicant" or "Contractor") acting herein by Maria Capriola, its duly authorized Town Manager.

**WITNESSETH:**

**WHEREAS**, the governing body of the Applicant has submitted to the State a series of documents, including a Survey and Planning Grant Application for a matching grant-in-aid, a certified resolution from the Applicant's appropriate organizational body authorizing the Applicant to submit said Application, a Project Financing Plan and Budget, and exhibits, if any, and other documents (all, together with all other documents and agreements executed by the Applicant in connection with this Agreement, hereinafter the "Project Documents") for a project entitled *Architectural plans for restoration of several tobacco barns on Firetown and Hoskins Roads, Simsbury* (hereinafter the "Project") and has represented to the State that it can rely upon the information within the Project Documents as being accurate and complete; and

**WHEREAS**, the State and the Applicant desire to define the terms and conditions upon which such financial assistance will be made available to the Applicant.

**NOW THEREFORE**, in consideration of the mutual promises of the parties hereto, and of the mutual benefits to be gained by the performance thereof, the State and the Applicant hereby agree as follows:

**ARTICLE 1 - STATE OBLIGATIONS**

1.1. Financial Assistance. The State hereby agrees, subject to the terms of this Agreement and its Exhibits and in reliance upon the facts and representations set forth in the Project Documents, to provide financial assistance to the Applicant for the Project in the form of a Survey and Planning Grant in an amount not to exceed \$20,000.00 (hereinafter, the "Funding").

## ARTICLE 2 - APPLICANT WARRANTIES, COVENANTS, AND OBLIGATIONS

The Applicant represents, warrants and covenants as follows, and further covenants that on and after the closing and for so long as this Agreement or any clause thereof shall remain in effect:

2.1. Form of Business Entity. The Applicant is a municipal corporation duly created and validly existing under the laws of the State of Connecticut. Further, the Applicant will preserve and maintain its existence as a municipal corporation duly organized, validly existing, and in good standing under the laws of Connecticut.

2.2. Ability to Conduct Business. The Applicant has all franchises, permits, licenses, and other similar authorizations necessary for the conduct of its business as now being conducted by it, and it is not aware of any state of facts that would make it impossible or impractical to obtain any similar authorization necessary for the conduct of its business as planned to be conducted. The Applicant is not in violation, nor will the transactions contemplated by this Agreement or the Project Documents to which it is a party, cause a violation of the terms or provisions of any such franchise, permit, license, or similar authorization.

2.3. Authorization to Enter Into and Execute Project Documents. The execution and delivery of the Project Documents and this Agreement by the Applicant, and the performance of its obligations thereunder, are within its power, have been duly authorized by all necessary action on its part, and are not in contravention of law nor in contravention of its organizational documents or governing by laws including its charter or of the provisions of any indenture, agreement, or undertaking to which it is a party or by which it is bound.

2.4. Other Authorization Unnecessary. No consent, license, or approval from any governmental authority is or will be necessary for the valid execution and delivery by the Applicant of the Project Documents. The Applicant agrees that nothing in this Agreement relieves it from any obligation under law to obtain any such license, consent, or approval.

2.5. Agreement to Undertake Project. The Applicant agrees to undertake and complete the Project as described in the Application.

2.6. Obstacles to Entering and Executing Project.

(A) Existing Suit or Other Actions. There is no action, suit, proceeding or investigation at law, in equity, or before any court, public board, arbitrator, or body, pending or, to the Applicant's knowledge, threatened against or affecting it, which could or might adversely affect the Project, any of the transactions contemplated by the Project Documents, the validity of the Project Documents, or the Applicant's ability to discharge its obligations under the Project Documents.

(B) Default of Existing Orders or Instruments. The Applicant is not in default beyond any applicable notice and grace periods with respect to any order of any court, arbitrator, or governmental body which could or might adversely affect the Project, or any of the transactions contemplated by the Project Documents or the validity of the Project Documents, or the

Applicant's ability to discharge its obligations under the Project Documents. In addition, the Applicant is not in default beyond any applicable notice and grace periods in the performance, observance or fulfillment of any of the terms, obligations, covenants, conditions, or provisions contained in any agreement or instrument to which the Applicant is a party or to which its property is subject, which default, together with all such defaults, singularly or in the aggregate, may have a materially adverse effect on the business, assets, liabilities, financial condition, results of operations or business prospects of the Applicant.

(C) Instance of Default. No Instance of Default (as defined in Section 4.1 hereof) has occurred or is continuing, and the Applicant has no knowledge of any currently existing facts or circumstances which, with the passage of time or the giving of notice, or both, would constitute an Instance of Default.

2.7. Material Adverse Change.

(A) Financial Condition. There has been no material adverse change in the financial condition of the Applicant since the date of application for the Funding that has not been previously disclosed in writing to the Commissioner.

(B) Representations in Documents. All financial statements, including, without limitation, balance sheets and profit and loss statements, delivered to the Commissioner are correct and complete, and fairly present the financial position and results of operations of the Applicant at the times of and for the periods reflected by such financial statements. The financial statements and all other written statements furnished by the Applicant in connection with the Funding do not contain any untrue statement of material fact and do not omit any material fact whose omission would make the statements contained therein or herein misleading.

(C) Other Facts. There is nothing which the Applicant has not disclosed to the Commissioner in writing, which writing, if any, is attached hereto as Exhibit A, which materially and adversely affects or, as far as the Applicant can reasonably foresee, is reasonably likely to prove to affect materially and adversely the business, operations, properties, prospects, profits, or condition of the Applicant. Further, the Applicant will notify the Commissioner, in writing, promptly of any material adverse change in the financial condition or business prospects of the Applicant.

2.8. Use of State Funding. The Funding shall be used for the Project as set forth in the Application and the most recently approved Project Financing Plan and Budget. The Funding shall be used for that purpose and for no other purpose.

(A) Additional Costs Above Funding. Any amount in excess of the amount of the Funding that may be necessary to cover the cost of the Project as set forth in the most recently approved Project Financing Plan and Budget shall be the responsibility of the Applicant and shall not be covered by the Funding. The Applicant shall, as a minimum, provide the level and sources of funding as indicated in the Project Documents, and shall expend those funds in accordance with the Project Financing Plan and Budget.

(B) Budget. The Project Financing Plan and Budget most recently approved by the Commissioner shall constitute the budget for the Project. The Project Financing Plan and Budget may be amended by request of the Applicant if such request is approved in writing by the Commissioner. Approval by the Commissioner of any revised Project Financing Plan and Budget shall not constitute or imply a revision of the amount of the Funding.

2.9. Payment of Other Obligations. The Applicant will pay and discharge promptly when due and payable all taxes, assessments and governmental charges levied or imposed upon it, its property, or any part thereof, or upon its income or profits, or any part thereof, as well as all lawful claims for labor, materials and supplies, which, if unpaid, might by law become a lien or charge upon its property, provided that such charges need not be paid while being contested by the Applicant in good faith and by appropriate legal proceedings so long as adequate book reserves have been established with respect thereto and the Applicant's title to, and its right to use, its property is not materially and adversely affected thereby. The Applicant also agrees to pay all taxes or duties levied or assessed upon said sum against the State, or the obligation evidenced hereby and to pay all costs, expenses, and attorneys' reasonable fees incurred by the State in any proceeding for the collection of the obligations evidenced hereby upon the happening of an Instance of Default as provided for in the Project Documents or in any litigation or controversy arising from or connected with the Project Documents.

2.10. Indemnification. For purposes of this Agreement, "Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum. "Records" means all working papers and such other information and materials as may have been accumulated by the Applicant in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form. "Goods" means all things which are movable at the time that the Agreement is effective and which includes, without limiting this definition, supplies, materials and equipment.

(A) The Applicant shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Applicant or Applicant Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts, or the Agreement. The Applicant shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Applicant's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning (i) the confidentiality of any part of or all of the Applicant's bid or proposal, and (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Agreement.

(B) The Applicant shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(C) The Applicant shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Applicant or any Applicant Parties. The State shall give the Applicant reasonable notice of any such Claims.

(D) The Applicant's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Applicant is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims.

(E) The Applicant shall carry or maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, either (a) sufficient general liability insurance or (b) sufficient financial capacity to self-insure, to satisfy its obligations under this Agreement, including its obligation to indemnify, defend, and hold harmless under Section 2.10. If the Applicant is not self-insured it shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to Connecticut Department of Economic and Community Development ("DECD") all in an electronic format acceptable to DECD prior to the Effective Date of the Agreement evidencing that the State is an additional insured. The Applicant shall not begin performance until the delivery of these three (3) documents to DECD. Applicant shall provide an annual electronic update of the three (3) documents to DECD on or before each anniversary of the Effective Date during the Agreement term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

(F) The Applicant hereby agrees to indemnify and hold harmless the State from and against any liabilities, losses, damages, costs, or expenses, including attorneys' fees, arising out of or in connection with the presence of hazardous waste relating to the Project, or any lien or claim under Conn. Gen. Stat. § 22a-452a, as amended, or other federal, state, or municipal statute, regulation, rule, law, or proceeding relating to environmental matters. Such indemnity shall survive payment in full of the Funding, and termination and/or release of the Project Documents and/or foreclosure of the Mortgage or realization on the Collateral (if any).

(G) This section shall survive the Termination of the Agreement and shall not be limited by reason of any insurance coverage.

(H) For purposes of this Agreement, "Applicant Party", "Applicant Parties", "Contractor Party", or "Contractor Parties" shall mean an Applicant's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Applicant is in privity of oral or written contract (e.g. subcontractor) and the Applicant intends for such other person or entity to perform under the Agreement in any capacity. For the purpose of this Agreement, vendors of support services, not otherwise known as human service providers or educators, shall not be

considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.

2.11. Compliance with Laws, Regulations, Rules, and Executive Orders. In the administration and execution of the project, the Applicant shall comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the state under and pursuant to the agreement, including, but not limited to, (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State’s Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to section 22a-194a concerning the use of polystyrene foam.

2.12. Non-discrimination.

(A) For purposes of this Section, the following terms are defined as follows:

(1) “Commission” means the Commission on Human Rights and Opportunities;

(2) “Contract” and “contract” include any extension or modification of the Contract or contract;

(3) “Contractor” and “contractor” include any successors or assigns of the Contractor or contractor;

(4) “Gender identity or expression” means a person’s gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person’s physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person’s core identity or not being asserted for an improper purpose.

(5) “Good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) “Good faith efforts” shall include, but not be 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;

(7) “Marital status” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

(8) “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;

(9) “Minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9n; and

(10) “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.

For purposes of this Section, the terms “Contract” and “contract” do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(B) (1) 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 race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor 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; and the Contractor further agrees to take affirmative action to ensure 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, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, 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; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f; and (5) 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 as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-

56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(C) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor'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 may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(D) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(E) The Contractor shall include the provisions of subsection (B) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation or a municipal public works contract for a quasi-public agency project, 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 Conn. Gen. Stat. § 46a-56, as amended; 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 regarding a State contract, 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.

(F) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(G) (1) 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 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 Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 46a-56.

(H) The Contractor shall include the provisions of the foregoing paragraph 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 Conn. Gen. Stat. § 46a-56, as amended; 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 regarding a State contract, 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.

(I) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box:

2.13. Freedom of Information.

(A) Confidential Information. The Agency will afford due regard to the Applicant's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Agreement are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Applicant may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Applicant believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Applicant that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Agreement, the Records and the specifications, conflicts or is in any way inconsistent with this Section, this Section controls and shall apply and the conflicting provision or part shall not be given effect. If the Applicant indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "CONFIDENTIAL", the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Applicant shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure

of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

(B) Disclosure of Records. This Agreement may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

2.14. Whistleblowing. This Agreement may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes if the amount of this Agreement is a “large state contract” as that term is defined in such statute. In accordance with this statute, if an officer, employee or appointing authority of the Applicant takes or threatens to take any personnel action against any employee of the Applicant in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, the Applicant shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty percent (20%) of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of relevant sections of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Applicant.

2.15. Executive Orders and Other Enactments.

- (a) All references in this Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, “Enactments”) shall mean Enactments that apply to the Agreement at any time during its term, or that may be made applicable to the Agreement during its term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Applicant’s request, the DECD shall provide a copy of these Enactments to the Applicant. Unless otherwise provided by Enactments, the Applicant is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or the DECD’S authority to require compliance with the Enactments.
- (b) This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill,

promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it.

- (c) This Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04; and (3) Executive Order Nos. 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.

2.16. Campaign Contribution Restriction. INTENTIONALLY OMITTED.

2.17. Relocation. INTENTIONALLY OMITTED.

2.18. Other Debt. INTENTIONALLY OMITTED.

2.19. Conflict of Interest. The Applicant will adopt and enforce measures appropriate to assure that no member of the Applicant's governing bodies and none of its officers or employees shall have or acquire voluntarily an interest in any agreement or proposed agreement in connection with the undertaking or carrying out of the Project.

2.20. Notification of Instance of Default by Applicant. The Applicant shall notify the Commissioner promptly of the occurrence of any default hereunder or under any of the other Project Documents, or any other document, instrument or agreement to which the Applicant or its properties are subject and of the actions it intends to take in order to cure such default in a timely manner.

2.21. Business Continuation and Transfer of Control. INTENTIONALLY OMITTED.

2.22. Representations in Other Documents. All statements contained in any certificate, financial statement, legal opinion or other instrument delivered by or on behalf of the Applicant pursuant to or in connection with this Agreement shall constitute representations and warranties made under this Agreement. All representations and warranties made under this Agreement shall be made at and as of the date of this Agreement, and at and as of the date of receipt of the Funding. All representations and warranties made under this Agreement shall survive the execution and delivery hereof and shall not be deemed to have been waived by any investigation made or not made by the State. The Project Documents to which the Applicant is a party, when

delivered, will be legal, valid, and binding obligations of the Applicant, enforceable against it in accordance with their respective terms.

### **ARTICLE 3 - PROJECT ADMINISTRATION**

#### **3.1. Audit and Inspection of Plant, Places of Business and Records.**

- (A) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Applicant's and Applicant's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement. The Applicant shall comply with federal and state single audit standards as applicable.
- (B) The Applicant shall maintain, and shall require each of the Applicant Parties to maintain, accurate and complete Records. The Applicant shall make all of its and the Applicant Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (C) The State shall make all requests for any audit or inspection in writing and shall provide the Applicant with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (D) The Applicant will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Applicant under this Agreement. The Applicant will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
- (E) The Applicant shall keep and preserve or cause to be kept and preserved all of its and Applicant Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Applicant shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (F) The Applicant shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Applicant shall cooperate with an exit conference.
- (G) The Applicant must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Applicant Party.

(H) If Applicant is subject to a federal and/or state single audit must have an audit of its accounts performed annually. The audit shall be in accordance with the DECD Audit Guide, located at <https://portal.ct.gov/-/media/DECD/OFR/DECD-Audit-Guide-January--2019.pdf> and the requirements established by federal law and state statute. If Applicant is not subject to a federal and/or state single audit shall be subject to a Project-specific audit of its accounts within ninety (90) days of the completion of the Project or at such times as required by the Commissioner. Such audit shall be in accordance with the DECD Audit Guide. An independent public accountant as defined by generally accepted government auditing standards (GAGAS) shall conduct the audits. At the discretion and with the approval of the Commissioner, examiners from the DECD may conduct Project-specific audits.

3.2. Payment to Applicant. In order to permit the State to make payment to the Applicant with respect of the Funding, the Applicant agrees as follows:

(A) Office of the State Comptroller Electronic Fund Transfer Automated Clearing House (“ACH”)(EFT) Program. Upon the execution of this Agreement, the Applicant shall provide current, verifiable bank account information for accounts with Applicant’s bank to the Office of the State Comptroller (“OSC”) by submitting a completed Electronic Funds Transfer ACH (EFT) Election Form, and such additional information as the OSC may require (<https://www.osc.ct.gov/vendor/directdeposit.html>).

(B) Requisition Form. In order to bring about the transfer of moneys to the account designated under subsection (A) above (the “Account”), the Applicant shall requisition funds on forms provided by the Commissioner and in the manner prescribed by this Agreement. Payment to the Applicant will be made based upon said requisition forms.

(C) Preagreement Costs. Unless authorized by the Commissioner in writing, no costs incurred prior to April 6, 2022 are eligible for reimbursement from the Funding.

(D) Deadline. The Applicant agrees that the Project for which this grant has been made shall be completed no later than August 31, 2023, and expenses incurred after the Deadline date shall not be eligible for reimbursement from the Funding.

3.3. Insurance. INTENTIONALLY OMITTED.

3.4. Personal Service Contracts. All Project cost items of personal service, except those to be performed by volunteers and those to be performed by employees of the Applicant who will not receive extra compensation for such service, shall be performed pursuant to a written contract, and the Applicant shall, upon request, provide the Commissioner with copies of all such contracts.

3.5. Repayment to State. In the event that an audit referred to in section 3.1 above demonstrates that the actual expenditures made by the Applicant in connection with the Project are less than the maximum allowable amounts for disbursement by the State, as set forth in section 1.1

above, any such excess disbursement made by the State in respect of the Funding shall become immediately due and payable by the Applicant to the State within ninety (90) days of the end date of the most recently approved Project Financing Plan and Budget. Upon repayment by the Applicant of such excess amount of the Funding which has been disbursed to the Applicant, the stated amount of the Funding under this Agreement shall be amended, as applicable, so as to evidence the actual amount of the Funding which has been received by the Applicant.

3.6. Report. No later than sixty (60) days before the Deadline as defined in Section 3.2(D) herein, the Applicant shall furnish to the State a final summary report with such information and in a format as requested by the DECD, including but not limited to a program evaluation narrative, financial reporting including copies of invoices, proof of payment and a certificate of actual eligible costs, and digital images showing grant work completed.

## **ARTICLE 4 - DEFAULT**

4.1. Instances of Default. The occurrence of any of the following events shall constitute a default under this Agreement (an "Instance of Default"):

(A) Breach of Agreement. If the Applicant fails to perform any act, duty, or obligation set forth herein or in any other Project Document or fails to forbear from any unpermitted act, or if the Applicant abandons or terminates the Project, or takes such steps that such an abandonment or termination is imminent.

(B) Misrepresentation. If any representation or warranty made by the Applicant or caused to be made for the Applicant in any of the Project Documents prove at any time to be incorrect in any material respect.

(C) Receivership or Bankruptcy. If the Applicant shall: (i) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of any of its assets; (ii) be unable or admit in writing its inability to pay its debts as they mature; (iii) file or permit the filing of any petition or reorganization or the like under any insolvency or bankruptcy law, or the adjudication of it as a bankrupt, or make an assignment for the benefit of creditors or consent to any form of arrangement for the satisfaction, settlement or delay of debt or the appointment of a receiver for all or any part of its properties; or (iv) any action shall be taken by Applicant for the purpose of effecting any of the foregoing.

(D) Condemnation or Seizure. If any Federal, state or local governmental instrumentality, body or agency shall condemn, seize or otherwise appropriate, or take custody or control of all or any substantial portion of the properties or assets of Applicant.

(E) Lack of Adequate Security. If the State, at any time and in good faith, deems itself to be insecure. For the purposes of this Agreement, the State shall be entitled to deem itself insecure when some event occurs, fails to occur or is threatened or some objective condition exists or is threatened which materially impairs the prospects of the Applicant's business, or which materially affects the financial condition or business operations of Applicant. Also included is the

actual or threatened waste, removal, or demolition of, or material alteration to, any significant part of the Applicant's property.

(F) Violation of Terms in Other Project Documents. The occurrence of a default or violation under any of the Project Documents.

4.2. Events in Instances of Default. (A) Notice of Default. If the Applicant defaults or shall commit or allow any breach of the Applicant's covenants, agreements and other obligations under this Agreement, material or otherwise, including, without limitation, an Instance of Default, hereunder, the Commissioner shall notify the Applicant of the default in writing (“Notice of Default”).

(B) Opportunity to Cure. Upon the occurrence of an Instance of Default, the Commissioner may determine that permitting an opportunity to cure a default could jeopardize the Project or security, or would not be in the best interests of the State. Under those circumstances, no opportunity to cure need be given and the Commissioner may seek other remedies. Without in any way limiting the preceding right to act without providing the opportunity to cure, the Commissioner may provide the Applicant thirty (30) days after the Notice of Default, or such longer period of time as the Commissioner may determine and set forth in writing, to cure or remedy the default or breach. Said cure or remedy will not be effective unless accepted, in writing, by the Commissioner.

(C) Remedies. Upon the occurrence of an Instance of Default, the State, acting by the Commissioner, shall have, to the full extent permitted by law, each and all of the following remedies in addition to those provided for in other portions of this Agreement:

(1) To suspend all further payments by the State to the Applicant until such noncompliance is cured to the satisfaction of the Commissioner;

(2) To proceed to enforce the performance or observance of any obligations, agreements, or covenants of the Applicant in this Agreement or the Project Documents;

(3) To declare the entire amount of the Funding to be immediately due and payable and to bring any and all actions at law or in equity as may be necessary to enforce said obligation of repayment. In such Instances of Default, the Applicant hereby agrees to repay immediately to the State the entire amount of the Funding received, and liquidated damages equal to five percent (5%) of the total amount of the Funding received;

(4) The right to a writ of mandamus, injunction or similar relief against the Applicant because of such default or breach;

(5) The right to maintain any and all actions at law or suits in equity, including receivership or other proper proceedings, to cure or remedy any defaults or breaches of covenants under this Agreement;

(6) The Applicant agrees that all expenditures incurred by State under the Project Documents are other than principal, and the principal of this Agreement after maturity or acceleration or upon an event of default or after a judgment hereon, shall bear interest at the rate of fifteen percent (15%) per annum from the date of demand, acceleration, default or judgment as applicable.

(7) The State may collect costs associated with collection efforts as outlined in section 2.9 of this Agreement

## ARTICLE 5 - MISCELLANEOUS PROVISIONS

### 5.1. Nonwaiver & Sovereign Immunity.

(A) If the State does not exercise, or delays in exercising, or exercises in part any of the State's rights and remedies set forth in this Agreement for the curing or remedying of any default or breach of covenant or condition, or any other right or remedy, in no event shall such non-exercise, delay or partial exercise be construed as a waiver of full action by the State or a waiver of any subsequent default or breach of covenant or condition.

(B) The parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other Section, this Section shall govern.

5.2. Severability. If any term or provision of this Agreement or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Agreement shall be valid and enforced to the fullest extent possible by law.

5.3. Agreement Date. This Agreement shall become effective as of the date of its approval by the Attorney General of the State of Connecticut or his designee.

5.4. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. Transmittal of the signatures of the parties to this Agreement by email or facsimile shall be deemed as effective as an original signature thereon.

5.5. Multiple Applicants. If there is more than one Applicant, the obligations hereunder and under the Project Documents, shall be joint and several.

5.6. Notices. . Any notice to the Applicant pursuant hereto or pursuant to any of the Project Documents may be served in person or by mail. Any such requirement shall be deemed met by any written notice personally served at the principal place of business of the Applicant, or at such other address as the Applicant shall notify the Commissioner, or mailed by depositing it in any post office station or letter box enclosed in a postage-paid envelope addressed to the Applicant at 333 Hopmeadow Street, Simsbury, CT 06070 or at such other address as provided above. Any notice to the State, Department, or Commissioner shall be addressed to the Commissioner, Department of Economic and Community Development, at 450 Columbus Boulevard, Suite 5, Hartford, CT 06103. Any notice served upon the State, Department, or Commissioner under this Agreement or any other Project Document shall be effective only upon receipt by the Commissioner.

5.7. Waivers by Applicant. The Applicant and all others who may become liable for all or any part of this obligation do hereby waive demand, presentment for payment, protest, notice of protest and notice of non-payment of this Agreement and do hereby consent to any number of renewals or extensions of the time of payment hereof and agree that any such renewals or extensions may be made without notice to any of said parties and without affecting their liability herein and further consent to the release of any party or parties liable hereon, all without affecting the liability of the other persons, firms or corporations liable for the payment of this Agreement.

5.8. Headings, Number and Gender. The headings given to the Sections in the Agreement are inserted only for convenience and are in no way to be construed as part of the Agreement or as a limitation of the scope of the particular Section to which the heading refers. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

5.9. Amendments; Supremacy and Entirety of Agreement.

(A) No amendment to or modification of this Agreement shall be valid or binding unless made in writing, signed by the parties and approved by the Connecticut Attorney General. Any and all documents authorized in connection with this Agreement shall be subject to the terms of this Agreement. This Agreement contains the complete and exclusive statement of the terms agreed to by the parties.

(B) In the event that the Applicant seeks modification in the form of a consent or a subordination to financing required by the Applicant in its normal course of business, the Applicant shall request such modification in writing to the Commissioner not less than thirty (30) days prior to the date such modification is required. The Applicant shall promptly reimburse the State for expenses, including reasonable attorneys' fees, incurred in negotiating and entering into such modification.

5.10. Provision of Other Documents. Upon the request of the Commissioner, the Applicant shall execute and deliver or cause to be executed and delivered such further documents and instruments and do such further acts and things as the Commissioner may request in order to effectuate more fully the purposes of this Project, to secure more fully the payment of the Funding in accordance with its terms, and to vest more completely in and assure to the Commissioner its rights under the Project Documents. Without limiting the generality of the foregoing, the

Applicant will join with the Commissioner in executing such financing statements, agreements, notices or other documents or instruments as the Commissioner shall deem necessary or desirable to create, preserve, protect, maintain or enforce its rights and interests in and its liens on the property of the Applicant. The Applicant shall pay the cost of filing and recording, or refiling and re-recording, such documents and instruments in all public offices in which such filing or recording, or refiling or re-recording, is deemed by the Commissioner to be necessary or desirable.

5.11. Assignment. The Applicant shall not assign any of its rights or obligations under the Agreement, voluntarily or otherwise, in any manner without the prior written consent of the Commissioner. DECD may void any purported assignment in violation of this section and declare the Applicant in breach of Agreement. Any Termination by DECD for a breach is without prejudice to DECD's or the State's rights or possible Claims.

5.12. Survival of Representations, Warranties and Covenants. For the purposes of this Agreement, the term "Contractor" or "Applicant" shall mean and include any successor or assigns of Applicant including any representative of Applicant under the provisions of any state or Federal law governing bankruptcy, insolvency, receivership or reorganization. All warranties, representations and covenants made by the Applicant in this Agreement or in any of the Project Documents or in any certificate or instruments delivered to the State in connection with the Funding shall be considered to have been relied upon by the Commissioner and shall survive until the later of: (i) the expiration of the Easements, Declaration of Covenants, and Declaration of Preservation Restrictions in accordance with section 2.18 above; or (ii) repayment in full of the Funding. This Agreement and the other Project Documents shall be binding upon and inure to the benefit of the successors and assigns of each of the parties; provided, however, that nothing in this provision shall imply that the Applicant has the right or authority to assign its rights, duties or obligations hereunder or under any of the Project Documents without the written consent of the Commissioner.

5.13. Governing Documents. In the event of any conflict between this Agreement and any of the Project Documents, this Agreement shall be controlling.

5.14. Third Parties. This Agreement is between the State and the Applicant only and shall not be relied upon by any third party.

5.15. Forum and Choice of Law. The parties deem this Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Applicant waives any objection which it may now have or will have to the laying of venue of

any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

5.16. Termination. This Agreement shall remain in full force and effect for the entire term of the contract period unless terminated by DECD.

(A) Notwithstanding any provisions in this Agreement, DECD, through a duly authorized representative, may terminate the Agreement whenever DECD makes a written determination that such termination is in the best interests of the State. DECD shall notify the Applicant in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Applicant must modify or complete its services prior to such date.

(B) Notwithstanding any provisions in this Agreement, either party, through a duly authorized employee, may, after making a written determination that the other has breached the Agreement and failed to remedy the breach, terminate the Agreement in accordance with the provisions in this Agreement.

(C) Notices of Termination must be sent in accordance with the Notice Section of this Agreement. Upon receiving the termination notice from DECD, the Applicant shall immediately modify or discontinue all services affected in accordance with the terms of the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to DECD all Records. The Records are deemed to be the property of DECD and the Applicant shall deliver them to DECD no later than thirty (30) days after the termination of the Agreement or fifteen (15) days after the Applicant receives a written request from DECD for the Records. The Applicant shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, PDF, ASCII or .TXT.

(D) Except for any work which DECD directs the Applicant to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Applicant shall terminate or conclude all existing subcontracts and shall not enter into any further subcontracts or other commitments.

(E) DECD shall, within forty-five (45) days of the effective date of termination, reimburse the Applicant for its services rendered and accepted by DECD in accordance with the Project Financing Plan and Budget, in addition to all actual and reasonable costs incurred after termination in completing those portions of the services which the notice required the Applicant to complete. However, the Applicant is not entitled to receive and DECD will not tender to the Applicant any payments for anticipated or lost profits. Upon request by DECD, the Applicant shall assign to DECD, or any replacement Applicant which DECD designates, all subcontracts, and other commitments, deliver to DECD all Records and other information pertaining to its services, and remove from State premises, whether leased or owned, all of Applicant's property, equipment, waste material and rubbish related to its services DECD may request.

(F) If the Applicant (a) fails to cure a Breach in accordance with this Section or Subsection (b) is in violation of any of the Representations and Warranties herein, or if any of those Representations and Warranties are false or misleading in any material respect, then, notwithstanding any provisions in this Agreement, DECD may Terminate with no Remedy Period. DECD may also revoke any consent to assignments given, with the effect of the assignments never having been requested or consented to. In case of such revocation, DECD will have no liability or responsibility to Applicant or Applicant Parties or any third party, or any of them, resulting from the termination or revocation.

(G) Upon termination of the Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the Agreement shall survive such termination to the extent not otherwise limited in the Agreement and without each one of them having to be specifically mentioned in the Agreement.

(H) Termination of the Agreement pursuant to this Section shall not be deemed to be a breach of contract by DECD.

5.17. **COMMERCIAL TRANSACTION AND WAIVER.** INTENTIONALLY OMITTED.

5.18. **JURY TRIAL WAIVER.** INTENTIONALLY OMITTED.

5.19. Setoff. The State, in its sole discretion, may setoff and withhold (1) any costs or expenses, including, but not limited to, costs or expenses such as overtime, that the State incurs resulting from the Applicant's unexcused breach under the Agreement and under any other agreement or arrangement that the Applicant has with the State and (2) any other amounts of whatever nature that are due or may become due from the State to the Applicant, against amounts otherwise due or that may become due to the Applicant under the Agreement, or under any other agreement or arrangement that the Applicant has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Applicant's or Applicant Parties' breach of the Agreement, all of which shall survive any setoffs by the State. The State's right of setoff and right to withhold are not the State's exclusive remedies for Applicant's Breach, all of which remedies survive any setoffs and withholdings by the State.

## ARTICLE 6 - SPECIAL CONDITIONS

6.1. Definition of Work Products. As used in this Article 6, the "Work Products" shall mean the materials produced by the Applicant with the Funding.

6.2. Copyright to Work Products under this Agreement.  
INTENTIONALLY OMITTED

6.3. Acknowledgement of Funding and Display of DECD logo.

In any news release or printed material promoting this grant-funded program or the Work Products, the Applicant must give credit, prominently placed, to the Connecticut State Historic Preservation Office of the DECD by including the following statement and the DECD logo: The Town of Simsbury received support for this project from the State Historic Preservation Office of the Department of Economic and Community Development with funds from the Community Investment Act of the State of Connecticut.

6.4 Submission of Copies of Work Products.

The Applicant shall submit to DECD one (1) full digital copy of the plans and specifications prepared under this Agreement. Architectural plans shall be prepared by an architect registered in Connecticut who meets the federal qualification standards of the United States Department of the Interior for an historical architect. All proposed plans shall meet the United States Secretary of the Interior's Standards for the treatment of Historic Properties. The DECD's logo and funding acknowledgement statement, described in section 6.2, shall be prominently displayed on the report's cover.

[Remainder of page intentionally blank. Signature page to follow.]

**IN WITNESS WHEREOF**, the parties hereto make and enter into this Agreement.

**Town of Simsbury**

By: \_\_\_\_\_

Name:

Title:

Duly Authorized

Dated: \_\_\_\_\_

**STATE OF CONNECTICUT  
DEPARTMENT OF ECONOMIC  
AND COMMUNITY DEVELOPMENT**

By: \_\_\_\_\_

Name: Elizabeth Shapiro

Title: Director, Arts Preservation and Museums

Duly Authorized

Dated: \_\_\_\_\_

EXHIBIT A

[Applicant's Writings]



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

- Title of Submission:** Settlement Agreement and Supplemental Appropriation for Cavanagh Claim under the Worker's Compensation Act
- Date of Board Meeting:** July 11, 2022
- 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 settlement of the worker's compensation claim as presented, the following motion is in order:

*Move, effective July 11, 2022, to approve the settlement agreement regarding Mr. Cavanagh's claim under the Worker's Compensation Act. Further move to authorize Town Manager Maria Capriola to execute any and all documents related to the settlement agreement.*

A supplemental appropriation request is needed to provide the funds for this purpose. Therefore, the following motion is in order:

*Move, effective July 11, 2022, to approve a supplemental appropriation utilizing General Fund Reserves for the purpose of funding the settlement agreement regarding Mr. Cavanagh's claim under the Worker's Compensation Act and related expenses in the amount of \$185,000 and to recommend this to the Board of Finance.*

**5. Summary of Submission:**

Mr. Cavanagh was previously employed by the Town of Simsbury, and retired from service on October 14, 2006 as a sergeant in our Police Department. At the time of his retirement, Mr. Cavanagh had an open claim under the Worker's Compensation Act. The case was not closed, nor a reserve for future expenses established.

With the assistance of CIRMA and legal counsel, the Town has negotiated a full and final settlement for the case, which will close the claim. The attached settlement agreement has been prepared and negotiated by our legal counsel. I believe the settlement to be reasonable and recommend its execution to the Board of Selectmen.

**6. Financial Impact:**

Since a reserve for this claim was not previously established, a supplemental appropriation will be required. The supplemental appropriation request is in the amount

of \$185,000 as follows: \$5,671 for legal and medical fees; \$1,000 for third party administrator fees; \$174,673 to fulfill the terms of the settlement agreement; and \$3,656 for contingency. If the contingency is not needed for this case, the funds will not be used and can be returned to the Reserve. These funds would come from General Fund Reserves.

Based on the last quarterly financial statement, the General Fund Fund Balance is estimated at 17.5% of budgeted expenditures. The current Board of Finance Fund Balance Policy strives for a range of 15-17% of budgeted expenditures.

The Board of Finance will review the supplemental appropriation request at their July 19<sup>th</sup> meeting.

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

a) Proposed Settlement Agreement

BRIAN CAVANUGH : CORAM  
CLAIMANT

VS. : WORKERS' COMPENSATION  
COMMISSION

TOWN OF SIMSBURY  
RESPONDENT-SELF-INSURED EMPLOYER : FOR THE SIXTH DISTRICT

AND : FILE NO: 601025337

CIRMA CLAIMS & RISK CONTROL SERVICES  
RESPONDENT-ADMINISTRATOR : MAY 5, 2022

**APPROVAL OF STIPULATION**

Upon the within and enclosed Stipulation for full and final settlement being this day submitted to and examined by the undersigned, I find that same is a just and reasonable settlement of a partially disputed claim and reasonably necessary for the welfare of the claimant, and ought in all respects to be ratified and confirmed.

WHEREUPON, IT IS ORDERED, ADJUDGED AND DECREED, that compliance with said Stipulation shall constitute a full, final and complete settlement, accord, and satisfaction of all claims of the claimant against the respondents or either of them by virtue of the aforesaid, and it is hereby ratified.

Dated at New Britain, CT on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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Administrative Law Judge  
Workers' Compensation Commission  
For the Sixth District

BRIAN CAVANUGH : CORAM  
CLAIMANT

VS. : WORKERS' COMPENSATION  
COMMISSION

TOWN OF SIMSBURY  
RESPONDENT-SELF-INSURED EMPLOYER : FOR THE SIXTH DISTRICT

AND : FILE NO: 601025337

CIRMA CLAIMS & RISK CONTROL SERVICES  
RESPONDENT-ADMINISTRATOR : MAY 5, 2022

APPEARANCES:

The claimant appeared and was represented by David Morrissey, Esquire, Morrissey, Morrissey & Rydzik, 203 Church Street, P.O. Box 31, Naugatuck, CT 06770.

The respondents were represented by Richard S. Bartlett, Esquire, of McGann, Bartlett & Brown, LLC, 111 Founders Plaza, Suite 1201, East Hartford, CT 06108.

**STIPULATION FOR AGREEMENT AND AWARD**

1. At all times relevant hereto, the claimant, Brian Cavanugh, was employed by the respondent-employer, Town of Simsbury.
2. The Town of Simsbury is self-funded as to its risk for claims presented pursuant to Connecticut General Statutes Section 7-433c with said claims being administered Connecticut Interlocal Risk Management (CIRMA), a statutorily-created agency duly authorized to administer workers' compensation risks in the State of Connecticut.
3. Effective March 1, 2004, the parties entered into a Finding & Award (Exhibit A), under the terms of which the respondents accepted the claimant's heart and hypertension claim pursuant to Connecticut General Statutes Section 7-433c with a date of injury of October 14, 1979. Pursuant to said agreement, the respondents provided payment to the claimant which included consideration for a 16% permanent partial impairment rating of the cardiovascular system.

4. On about October 5, 2020, the claimant received a permanent partial impairment rating of 31% as provided by Dr. Maximillian Lee (10/5/20 report, Exhibit B). He thus contends that he is entitled to payment for an additional 16% permanent partial impairment rating. The claimant acknowledges that he has received payment of all temporary indemnity benefits due to the date of approval of this agreement, but he contends that he is likely to sustain future periods of temporary total and temporary partial disability and he asserts that he may sustain a further increase in his permanent partial impairment rating. The claimant acknowledges that any claim for medical benefits attributable to injuries which are the subject of this agreement has been duly adjusted and paid by the respondents, but he asserts that he may require future medical care and treatment entitling him to additional medical benefits in the future.

5. The respondents assert that they have made payment of any and all benefits to which the claimant may be entitled under the terms of Connecticut General Statutes Section 7-433c. The extent that the claimant is or will be entitled to any additional benefits, past, present or future, including medical coverage, consideration for same is included herein.

6. However, in view of the number of technical, legal and medical questions that are involved, and in view of the other doubts in the case, as outlined by the claims of the parties hereto, it is hereby agreed and understood by and between the claimant, the respondent-employer and the respondent-insurer, all parties to the controversy, that while both parties' respective claims are made in good faith, the claim is a partially disputed one and that its results, if fully prosecuted, would be questionable.

7. WHEREFORE, it is agreed by and between the parties hereto that the respondent-employer shall pay the claimant the sum of \$110,000.00 (ONE-HUNDRED TEN-THOUSAND DOLLARS AND 00/100ths), covering all non-medical claims which have been or may be presented pursuant to Connecticut General Statutes Section 7-433c. Additionally, the respondents will fund a medical allocation to be professionally administered by Ametros in the amount of \$64,672.18, as more fully described hereinafter.

It is specifically understood, and agreed, that said aforementioned sum does include any and all medical bills, whether incurred or to be incurred by the claimant in connection with the treatment of the aforementioned condition, and that all such bills shall be paid by the claimant out of the proceeds of this settlement.

Pursuant to Connecticut General Statutes Section 31-303, respondents shall make payment of this award on or before the 20<sup>th</sup> day from the date of approval of this settlement agreement.

8. The payment of said aforementioned sum shall be made and accepted as a full and final settlement of all compensation for said injuries, including claims for temporary and permanent disability benefits and for all results upon the claimant past, present and future, and for all claims for past, present and future medical, surgical, hospital and incidental expenses and all compensation which may be due to anyone in

case of the death of the claimant. Furthermore, the payment of such sum shall constitute a complete satisfaction of all claims due or to become due at any time in favor of anybody on account of the claimant's injuries, or on account of any condition in any way resulting out of said injuries, or on account of the death of the claimant.

It is further agreed by all parties to this agreement that the agreement shall be a full and binding release and a complete settlement by the parties to this agreement, their dependents, heirs, executors, administrators and any other person who has presented or may present a claim on account of any condition in any way resulting from said injuries, or on account of the claimant's death.

9. The respondents shall pay the sum of \$64,672.17 to a Fund which will be administered by Ametros Financial Corporation. The claimant agrees to cooperate fully in the creation and administration of the account and will confirm said agreement by executing the Medicare-Set Aside/Future Medical Allocation Professional Administration Member Agreement attached hereto as Exhibit C.

The claimant acknowledges that pursuant to this settlement agreement, upon his death, Ametros shall pay the balance in the account (after deducting any medical expenses, any other transactions made, related payments, charge-backs, and any other Account fees and charges which may be owing) to the original funder. The claimant also agrees that as part of this settlement, he will execute the Professional Administration and Reversionary Interest Rider attached hereto as Exhibit D.

10. The parties acknowledge the possibility that Medicare may have made payments attributable to treatment for injuries which are the subject of this agreement. Since benefits are paid pursuant to Connecticut General Statutes Section 7-433c are not considered workers' compensation benefits paid pursuant to the provisions of Chapter 568 of the Connecticut General Statutes, the parties do not agree that submission of executed settlement documents to the Benefits Coordination and Recovery Center is required or that the proceeds of this settlement are in any way subject to a conditional payment lien. However, to the extent that Medicare may have made payments attributable to claims subject to this agreement and assert a conditional payment lien seeking reimbursement of said payments, the claimant agrees that he shall retain full responsibility for said reimbursement and that such reimbursement shall not be the responsibility of the respondents.

11. It is further stipulated and agreed that before the claimant signed this stipulation, he read it, or same was read and interpreted to him in a language that he understands, and he knows that it is a full and final settlement and that it is intended to deal with any and all conditions, known or unknown, which exist as of the date hereof, or any change of conditions which may arise in the future on account of the injury which injuries which are the subject of this agreement.

12. It is further agreed by and between the parties that this stipulation was not induced or entered into by fraud, accident, mistake or duress and that none of the parties hereafter shall have any further claims

pursuant to Connecticut General Statutes Section 7-433c because of the alleged heart and hypertension injury herein as described. It is further agreed by and between the parties that the respondents do not bear the burden of ascertaining the impact and/or ramifications, if any, of this stipulation on any other benefits or claim for benefit or benefits to which this claimant, or anyone claiming on his behalf, is entitled or may in the future be entitled, including, but not limited to any claim for long-term disability benefits, Social Security benefits, Medicare benefits, retirement benefits, nor do the respondents make any representations regarding the tax consequences of this stipulation.

11. For the purpose of the following paragraph only, "incapacity" shall mean legal incapacity to enter into a binding contract, including mental incompetence or loss of legal standing to bind the claimant. The parties agree and stipulate that this stipulation is not binding upon either party unless and until approved by the Administrative Law Judge. Until such time it constitutes merely an offer of settlement, which offer is conditioned upon the facts as currently known to exist by respondents. The parties and their representatives agree and stipulate that in the event of the death or "incapacity" of the claimant prior to the time of approval, this offer is deemed *withdrawn*, unless expressly reaffirmed in writing by respondents. Moreover, the parties agree and stipulate that they will not request or knowingly allow the Administrative Law Judge to approve this stipulation in the event of the intervening death or "incapacity" of the claimant, and failure to notify Administrative Law Judge of such death or "incapacity" will be deemed a material misrepresentation of fact and will void the offer and, if approved, will provide legal grounds for reopening the stipulation.

IN VIEW OF THE FOREGOING, WE, the undersigned, hereby unite in requesting that the Administrative Law Judge for the Sixth District approve this stipulation.

CLAIMANT

\_\_\_\_\_

\_\_\_\_\_  
Brian Cavanugh

Date: \_\_\_\_\_

RESPONDENTS –  
TOWN OF SIMSBURY  
CIRMA CLAIMS & RISK CONTROL SERVICES

\_\_\_\_\_

\_\_\_\_\_  
Richard S. Bartlett



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Revenue Technician Classification and Memorandum of Agreement
2. **Date of Board Meeting:** July 11, 2022
3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager *Maria E. Capriola*

4. **Action Requested of the Board of Selectmen:**  
If the Board of Selectmen supports the proposed recommendation, the following motion is in order:

*Move effective, July 11, 2022 to approve the creation of the Revenue Technician job classification and job description as presented. Further move to establish the position at grade T7 of the secretarial, clerical and employees pay plan. Further move to endorse authorization of the Town Manager to enter into a memorandum of agreement codifying the terms of the tentative agreement on the matter with the union and the incumbent.*

5. **Summary of Submission:**

The incumbent in the Tax Clerk classification submitted a request for a reclassification review. The review consisted of an evaluation of current duties of the position, a thorough review of comparable positions in other communities, an external benchmarking analysis, and an internal position comparison analysis.

The Tax Clerk is represented by the CSEA Secretarial, Clerical and Library unit. The Tax Clerk is currently classified at grade "T4" on that pay plan. The position is classified as non-exempt and is regularly scheduled for 29 hours per week.

After completing the analysis it was determined that a new classification of Revenue Technician should be created. The proposed classification and related duties more accurately reflect current responsibilities of the position, as well as a desired future state regarding the collection of all forms of revenue received by the Town.

Through negotiations the Town and Union have reached a tentative agreement to the proposed job description, classification creation, and to establish the pay grade for the position as a T7 on the Secretarial, Clerical and Library employees pay plan. If the proposal is ultimately approved by the Board of Selectmen, the Town Manager will enter into a Memorandum of Agreement with the union regarding the proposed Revenue Technician job description and proposed paygrade. The Memorandum of Agreement

will also address compensation (including retroactivity) and certification requirements (waiver of) for the incumbent in the position.

Past practice has included a review by the Personnel Sub-Committee of proposed job descriptions prior to adoption by the full Board of Selectmen.

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

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

The Personnel Sub-Committee reviewed and endorsed this item at their July 7, 2022 meeting.

**6. Financial Impact:**

Changing the pay grade from grade T4 to T7 of the secretarial, clerical and employees pay plan would add an increase to the hourly range of \$3.51 to \$4.17 per hour.

The current incumbent in the Tax Clerk position is at T4 Step 9 following execution of the union contract. Following execution of the agreement she will be at T7 Step 5. This is an annual difference of \$2,367.56 or \$2,548.68 when payroll taxes are factored in. An estimated retroactive payment of \$13,136.24 would be due. Since the reclassification was pending, additional funds were budgeted within the contingency line item for the difference in salary. Funds from the unassigned fund balance for retroactive staff increases can be used to fund the retroactive payment.

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

- a) Revenue Technician Job Description
- b) Revenue Technician Benchmarking

## TOWN OF SIMSBURY

**TITLE:** Revenue Technician                      **GRADE:** T-7  
**DEPARTMENT:** Tax Division (Finance)                      **DATE:** March 31, 2022

### POSITION DESCRIPTION:

Under the general supervision and direction of the Tax Collector, performs responsible administrative, technical and clerical work in performing duties of the municipal revenue collection operation. Work involves responsibility for collecting and depositing all forms of revenue received by the Town and other entities as assigned. Assumes responsibility of office in absence of the Tax Collector as assigned.

### ESSENTIAL JOB FUNCTIONS:

- Collects all revenues for the Town and other entities as assigned.
- Maintains hard copy and electronic financial records, including receiving and crediting of property taxes, sewer user and sewer and water assessments.
- Posting information and payments in computer software systems
- Assists general public, taxpayers, attorneys, title searchers and banks in person, by phone, by email or through other means of communication.
- Provides customer service to the public, screens calls, walk-in traffic and correspondence. Provides information on department and/or Town services and acts as a point of contact for patrons. Refers correspondence to the appropriate staff person or department as needed; follows up on requests to ensure satisfactory resolution.
- Assists in the preparation and mailing of tax bills, sewer assessments, and other fees and assessments as assigned.
- Assists in the preparation of delinquent/demand notices.
- Updates and maintains Bank Escrow listings.
- Reviews certificate of correction reports from Assessor's Office
- Updates and maintains Real Estate Conveyance Transfers including Sewer Use accounts and sending out new bills to homeowners.
- Assists in the tax refund request process.
- Coordinates with Department of Motor Vehicle Tax Releases for delinquent motor vehicle taxes that are paid in full.
- Assists in balancing and reconciling the rate book monthly of all real estate, motor vehicle and personal property sewer use, sewer assessments and fire district records.
- Assists with tax sales.
- Maintains list of Volunteer Fire and Ambulance personnel abatements.
- Processes payment for State Marshals
- Searches land records to assure accuracy in lien notices.
- Prepares tax lien notices.

- Assists in Town Hall mail distribution. Processes mail daily for revenue collection division.
- Receives, processes, and reconciles payments for various transactions in the form of check, credit/debit card, electronic checks and electronic fund transfers.
- Responsible for preparing departmental purchase orders, P-card statements, and other financial management duties as assigned.
- Maintains inventory of office supplies.
- Ensures work practices adhere to state statutes and local ordinances, policies and procedures.
- May perform other routine office duties as assigned

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:**

- Ability to handle frequent interruptions and specific deadlines.
- Strong attention to detail.
- Ability to follow written and oral instructions.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral or schedule form.
- Knowledge of laws, regulations and procedures pertaining to mission of Tax Collector's office.
- Ability to greet the public and offer assistance; strong customer service skills.
- Must be able to accurately perform arithmetic computations.
- Ability to access, process and retrieve information contained in computer databases.
- Knowledge and skill in the use of the internet, spreadsheet, word processing and database software, and email.
- Ability to work, interact and communicate effectively with staff, superiors, and the general public in person, via the telephone and via email.
- Ability to distinguish between public and confidential information and handle appropriately.

**REQUIRED PHYSICAL AND MENTAL EFFORT AND ENVIRONMENTAL CONDITIONS:**

- Must be able to sit at a desk or stand and work continuously for extended periods of time.
- Ability to file in file cabinet drawers ranging from 1' to 7' from the floor.
- Works in office setting subject to continuous interruptions.
- Includes exposure to video display terminals on a daily basis.
- Must be able to work under stress from demanding deadlines and changing priorities and conditions.
- Must be able to use modern office technology including both hardware and software.
- Stands, sits and walks extended periods of time; bends and reaches to file records, correspondence, reports, etc.

**REQUIRED MINIMUM QUALIFICATIONS:**

High school education, an Associate's Degree in a relatable field is preferred, plus three (3) years of responsible revenue collection experience or similar work. Experience working in municipal setting and or customer service is desirable.

**LICENSE OR CERTIFICATE:**

Must complete the Certified Connecticut Municipal Collectors (CCMC) I and II courses within three (3) years of appointment. Must complete the Certified Connecticut Municipal Collectors (CCMC) III and IV courses within three (5) years of appointment.

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

DRAFT

Town	Title	Annual Salary		Hourly Rate		Hourly Rate @ 35/wk		Hourly Rate @ 29/wk	
		Min	Max	Min	Max	Min	Max	Min	Max
Avon	Assistant to Collector of Revenue	\$52,231	\$57,653	\$26.73	\$29.51	\$48,749	\$53,809	\$40,392	\$44,585
	Assistant Collector of Revenue	\$59,542	\$69,791	\$30.48	\$35.72	\$55,573	\$65,138	\$46,046	\$53,972
	Revenue Clerk	\$24,840	\$27,418	\$23.84	\$26.31	\$43,470	\$47,982	\$36,018	\$39,756
Bloomfield	Assistant Tax Collector	\$59,888	\$74,864	\$32.84	\$41.06	\$59,888	\$74,864	\$49,621	\$62,030
	Tax Clerk I	\$42,477	\$53,092	\$23.29	\$29.12	\$42,477	\$53,092	\$35,196	\$43,991
Cheshire	Assistant Collector of Revenue	\$58,786	\$70,561	\$32.24	\$38.70	\$58,786	\$70,561	\$48,708	\$58,465
	Revenue Clerk	\$37,583	\$52,762	\$20.61	\$28.93	\$37,583	\$52,762	\$31,140	\$43,717
Enfield	Assistant Collector of Revenue	\$48,000	\$52,000	\$26.32	\$28.52	\$48,000	\$52,000	\$39,771	\$43,086
	Tax Clerk II		\$43,207		\$23.69		\$43,207		\$35,800
	Tax Clerk I		\$41,514		\$22.77		\$41,514		\$34,397
Farmington	Assistant Tax Collector	\$65,567	\$71,954	\$33.56	\$36.83	\$61,196	\$67,157	\$50,705	\$55,644
	Tax Clerk	\$55,808	\$61,170	\$28.56	\$31.31	\$52,087	\$57,092	\$43,158	\$47,305
Glastonbury	Assistant Revenue Collector	\$55,907	\$69,888	\$28.61	\$35.77	\$52,179	\$65,229	\$43,234	\$54,047
	Revenue Clerk	\$45,981	\$57,506	\$23.53	\$29.43	\$42,916	\$53,672	\$35,559	\$44,471
South Windsor	Deputy Collector of Revenue	\$45,000	\$50,000	\$23.03	\$25.59	\$42,000	\$46,667	\$34,800	\$38,667
	Collector of Revenue Clerk	\$35,000	\$45,000	\$17.91	\$23.03	\$32,667	\$42,000	\$27,067	\$34,800
	Collector of Revenue Technician	\$40,000	\$47,000	\$20.47	\$24.06	\$37,333	\$43,867	\$30,933	\$36,347
Windsor	Tax Clerk	\$50,395	\$57,199	\$24.18	\$27.45	\$44,096	\$50,049	\$36,536	\$41,469
<b>SIMSBURY</b>	<b>Tax Clerk</b>			<b>\$22.42</b>	<b>\$26.78</b>	<b>\$40,883</b>	<b>\$48,833</b>	<b>\$33,874</b>	<b>\$40,462</b>

Town	Title	Annual Salary		Hourly Rate		Hourly Rate @ 35/wk		Hourly Rate @ 29/wk	
		Min	Max	Min	Max	Min	Max	Min	Max
Avon	Assistant to Collector of Revenue	\$53,537	\$59,095	\$27.45	\$30.31	\$49,968	\$55,155	\$41,402	\$45,700
South Windsor	Collector of Revenue Technician	\$41,677	\$48,971	\$21.37	\$25.11	\$38,899	\$45,706	\$32,230	\$37,871
<b>SIMSBURY</b>	<b>Tax Clerk</b>	<b>\$33,809</b>	<b>\$40,384</b>	<b>\$22.42</b>	<b>\$26.78</b>	<b>\$40,804</b>	<b>\$48,740</b>	<b>\$33,809</b>	<b>\$40,384</b>
	<b>T6 Revenue Technician*</b>	<b>\$36,931</b>	<b>\$44,109</b>	<b>\$24.49</b>	<b>\$29.25</b>	<b>\$44,572</b>	<b>\$53,235</b>	<b>\$36,931</b>	<b>\$44,109</b>
	<b>T7 Revenue Technician **</b>	<b>\$38,635</b>	<b>\$46,130</b>	<b>\$25.62</b>	<b>\$30.59</b>	<b>\$46,628</b>	<b>\$55,674</b>	<b>\$38,635</b>	<b>\$46,130</b>
	<i>MEAN</i>	<i>\$47,607.00</i>	<i>\$54,033.00</i>	<i>\$24.41</i>	<i>\$27.71</i>	<i>\$44,433.20</i>	<i>\$50,430.80</i>	<i>\$36,816.08</i>	<i>\$41,785.52</i>
	<i>MEDIAN</i>	<i>\$47,607.00</i>	<i>\$54,033.00</i>	<i>\$24.41</i>	<i>\$27.71</i>	<i>\$44,433.20</i>	<i>\$50,430.80</i>	<i>\$36,816.08</i>	<i>\$41,785.52</i>

\* Proposed starting

\*\* Proposed once CCMC certs obtained



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Successor Collective Bargaining Agreement Between the Town and CSEA Administrative & Professional Employees (A&P), July 1, 2019 – June 30, 2023
2. **Date of Board Meeting:** July 11, 2022
3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager *Maria E. Capriola*

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

Due to the nature of the interest arbitration proceedings and timeline, the Board of Selectmen should confirm approval of the successor collective bargaining agreement. Therefore, the following motion is in order:

*Move, effective July 11, 2022, to authorize Town Manager Maria E. Capriola to execute the proposed successor Collective Bargaining Agreement between the Town of Simsbury and CSEA A&P, July 1, 2019 – June 30, 2023, which shall enter into effect retroactively from July 1, 2019 and expire on June 30, 2023.*

5. **Summary of Submission:**

Staff has negotiated a proposed successor collective bargaining agreement with the CSEA A&P unit. The Board of Selectmen is the ratification body for the town and the Town Manager must be authorized by the Board to sign and execute the agreement. Ratification by the Union is not required because the contract changes were agreed to as part of the interest arbitration process.

Highlights of the proposed agreement are as follows:

- Duration
  - 4 years – July 1, 2019 through June 30, 2023
- General Wage Increases
  - FY 20: 2.25%
  - FY 21: 2.35%
  - FY 22: 2.35%
  - FY23: 2.25%
- New hires will need to have ten years of continuous eligible service to be eligible for retiree medical insurance coverage. Existing employees remain eligible after five years of continuous eligible service
- Contributions for employees participating in the defined benefit plan will increase by 1% to 6% of salary upon contract ratification and by another 1% to 7% of salary on July 1, 2022

- Health insurance plan management changes allow for both pharmacy and medical management
- Medical insurance co-pays have increased
- Language was updated throughout the document, including changing First Selectmen to Town Manager to reflect the current form of government, clarification of leave accruals, and other housekeeping items

**6. Financial Impact:**

The CSEA Administrative and Professionals union represents 24 full-time employees. When factoring in the general wage increase, step increases, payroll taxes, pension, and other benefits the total contract reflects an increase of \$89,994 or 3.03% for FY20, \$81,883 or 2.67% for FY21, \$92,810 or 2.95% for FY22, and \$96,580 or 2.98% for FY23.

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

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

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

## Total Estimated Contract Cost - Admin and Professionals

	Total Base Salaries	FICA/Medicare	Workers' Comp	LTD	Life Insurance	Pension <sup>1</sup>		Health Insurance		Total	% Change
						Employer Costs	Increased Employee Contributions	Employer Share	Plan Design Changes <sup>2</sup>		
<b>Baseline (FY19)</b>	\$ 2,062,119	\$ 157,752	\$ 48,047	\$ 7,362	\$ 10,517	\$ 268,129	\$ -	\$ 418,449	\$ -	\$ 2,972,376	
<b>FY20 - 2.25% GWI</b>	\$ 2,112,598	\$ 161,614	\$ 49,224	\$ 7,542	\$ 10,774	\$ 274,162	\$ -	\$ 446,457	\$ -	\$ 3,062,370	<b>3.03%</b>
<b>FY21 - 2.35% GWI</b>	\$ 2,172,099	\$ 166,166	\$ 50,610	\$ 7,754	\$ 11,078	\$ 280,735	\$ -	\$ 455,811	\$ -	\$ 3,144,253	<b>2.67%</b>
<b>FY22 - 2.35% GWI</b>	\$ 2,240,709	\$ 171,414	\$ 52,209	\$ 7,999	\$ 11,428	\$ 288,345	\$ (1,467)	\$ 466,425	\$ -	\$ 3,237,062	<b>2.95%</b>
<b>FY23 - 2.25% GWI</b>	\$ 2,316,024	\$ 177,176	\$ 53,963	\$ 8,268	\$ 11,812	\$ 296,509	\$ (8,983)	\$ 508,403	\$ (29,531)	\$ 3,333,642	<b>2.98%</b>

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

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

**AGREEMENT**

**BETWEEN**

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

**and**

**THE TOWN OF SIMSBURY**

**July 1, 2019 – June 30, 2023**

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## **PREAMBLE**

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

## **ARTICLE 1 Recognition**

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

**SECTION 1.2** The Town agrees to provide the Union with notice of any newly created or reclassified administrative or professional position. If there is any question as to which unit, if any, such new or reclassified position may belong, either the Town or the Union may file with the Connecticut State Board of Labor Relations a petition to determine whether the position or positions in issue properly belong in this bargaining unit.

## **ARTICLE 2 Appointments and Vacancies**

**SECTION 2.1** The Town shall electronically post notices of all newly established positions within the bargaining unit and notices of vacancies within the bargaining unit which it wishes to fill. Prior to any external posting, such notice will be posted internally to the bargaining unit for a period of five (5) business days and shall be provided by email to all bargaining unit employees. Such notice shall specify the title and salary range of the position, the nature of the work to be performed, the requisite qualifications, including experience for the position, and the closing date for receiving applications. Any employee who meets the minimum qualifications may submit his or her application to the Town.

**SECTION 2.2** Whenever the application of any bargaining unit member is rejected, the Town Manager, or designee, shall give written notice to the applicant of the reason of such rejection. The applicant may grieve such rejection.

If the matter is not resolved after Step 3 of the contractual grievance procedure, the Union may submit the issue to arbitration in accordance with the following:

- a. Within fifteen (15) days after the completion of Step 3, the Union shall give notice to the Town of its intent to pursue the issue to arbitration;
- b. Within seven (7) days of receipt of such notice, the parties shall select a neutral third party by mutual consent; and
- c. The neutral third party shall convene a hearing as soon as possible and shall issue a bench ruling. The neutral third party shall be limited to determining whether or not the grievant meets the minimum qualifications for the position. The parties shall share equally the cost of the neutral third party.

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

**SECTION 2.4 Probationary Period** - For securing the most effective adjustment of a newly hired individual and for determining that an employee's work meets required standards, all initial appointments are for a probationary period not to exceed twelve (12) months. In case of extended documented illness, the probationary period for a new employee may be extended to encompass twelve (12) months of actual work time.

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

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

**SECTION 2.6 Dismissal** - During the initial probationary period, a department head may dismiss an employee with approval of the Town Manager. Dismissal during the probationary period shall be at the discretion of the Town in accordance with the Town Charter and may occur for no reason or for any reason including but not limited to demonstration of inability or unwillingness to perform the duties of the position, lack of dependability, habits which detract from job performance or incompatibility with the

supervisor. Notification of such dismissal shall be in writing. Dismissal during the probationary period shall not be subject to grievance and/or arbitration.

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

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

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

Qualified bargaining unit employees shall have preference for such appointments.

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

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

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

### **ARTICLE 3 Classifications**

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

**SECTION 3.2** Whenever the Town creates a new job classification or changes an existing job, the Town shall notify the Union. Within seven (7) days following the receipt of the notice, the Union may request and negotiate concerning the appropriate

pay rate for such new or changed classification. If the parties are unable to reach an agreement, the Union may submit the issue to arbitration.

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

**SECTION 3.4** Whenever an employee believes that his/her job consistently requires the performance of duties of a specific higher classification for a majority of the workday or if an individual's job has evolved over time to encompass additional duties, either the employee or the Union may request a hearing before the Town Manager relative to reclassification of the position in a manner consistent with the provisions of Section 3.1 above. Within ninety (90) calendar days of receiving the request, the Town Manager or designee shall meet with the employee and the Union, conduct a reclassification review and analysis, and render a decision. If more than ninety (90) calendar days is needed to conduct the reclassification review and analysis, the timeframe may be extended upon mutual agreement of the Town and the Union. If the reclassification was granted, the change shall be retroactive to the date the request was received by the Town Manager's Office. If the matter remains unresolved following the decision of the Town Manager or designee, the matter may be pursued through the contractual grievance and arbitration procedures. Requests in accordance with this provision may not be made more than once in a two-year period regarding a specific position.

## **ARTICLE 4 Wages and Compensation**

### **SECTION 4.1**

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

**B. Wage Increases**

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

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

C. **Step Movement** Employees shall receive applicable step increases retroactive to their anniversary date except in the event the have received an unsatisfactory job performance rating for that year in accordance with Appendix B.

**SECTION 4.2 Starting Rate on Return from Military Service** - Any employee who leaves the Town service to enter the Armed Forces shall be reinstated to the extent required by state and federal law.

**SECTION 4.3 Rate of Pay on Transfer or Demotion** - When an employee is transferred from a position in one grade to a position in the same grade at the same level, he/she continues to be paid at the same rate. When an employee is demoted to a lower grade, his/her salary is set at a rate in a lower grade which is closest to, but does not exceed the former salary rate.

**SECTION 4.4 Rate of Pay on Promotion** - When an employee is promoted, his/her rate of pay shall be in accordance with Appendix B on an appropriate step representing at least a five percent (5%) increase.

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

**SECTION 4.6 Payment** - Employees shall be paid on a weekly basis, and all employees will be required to utilize direct deposit.

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

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

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

#### **SECTION 4.10 Rate of Pay on Recall**

- A. When an employee is recalled from layoff to a position in the same grade as the employee held prior to layoff, the employee shall be paid at the rate for the step the employee held prior to being laid off.
- B. When an employee is recalled from layoff to a position in a grade higher than the employee held prior to layoff, the employee shall be paid at the same step the employee held in the lower class in the higher classification.
- C. When an employee is recalled from layoff to a position in a grade lower than the employee held prior to layoff, the employee shall be paid as if demoted to the lower grade from the step the employee held prior to being laid off.

#### **SECTION 4.11 Entrance Salary Rate.**

Under normal circumstances, the hiring rate of pay for a position shall be offered for recruitment purposes and shall normally be paid upon appointment to the position. Notwithstanding the above, upon consent of the Union, which shall not be unreasonably withheld, the Town Manager may approve initial compensation at a rate higher than the minimum rate of pay for the position and/or additional vacation higher than the minimum vacation rate in light of the factors listed below:

- A. The applicant has significant experience and education relevant to the position;
- B. The qualifications of the applicant are outstanding in relation to those of competing applicants;
- C. The applicant's employment cannot be obtained at the minimum rate;
- D. The qualifications of the applicant are substantially in excess of the requirements of the class;
- E. There is a shortage of qualified applicants available at the minimum rate of pay.
- F. The pay rates of existing employees in comparable positions.

### **ARTICLE 5 Hours and Conditions of Employment**

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

**SECTION 5.2 Exempt and Non-exempt Employees** – Employees in salary grade A-6 and above shall be considered exempt employees under applicable state and federal law, and employees in salary grade A-5 and below shall be considered to be

non-exempt employees. Exempt and Non-Exempt status of each classification will be noted in Appendix A of this Agreement.

### **SECTION 5.3 Hours of Work**

- A. The normal work week for full-time employees located at Eno Memorial Hall and Town Hall (with the exception of the Information Technology, Finance and Police Departments) shall consist of 35 hours per week as follows: nine and a half (9.5) hours on Monday, seven (7) hours Tuesday through Thursday and four and a half (4.5) hours on Friday.
- B. The normal work week for full-time employees in the Information Technology Department and Finance Department shall consist of 40 hours per weeks as follows: ten and a half (10.5) hours on Monday, eight (8) hours Tuesday through Thursday and five and a half (5.5) hours on Friday.
- C. The normal work week for full-time employees in the Police Department shall consist of 35 hours, 7 hours per day.
- D. The normal work week for full-time employees in the Culture, Parks and Recreation Department (with the exception of the Golf Course Superintendent) shall consist of 35 hours per week, 7 hours per day. The normal work week for the Golf Course Superintendent shall consist of 40 hours per week, 8 hours per day.
- E. The normal work week for full-time employees in the Department of Public Works and Water Pollution Control Authority shall consist of 40 hours per week, 8 hours per day.
- F. The normal work week for full-time employees at the Library shall consist of 35 hours per week, 7 hours per day.
- G. The normal work week shall consist of five (5) consecutive days consistent with current practice.

**SECTION 5.4 Flex Time** – Exempt employees may be permitted to flex their schedule upon approval of their Department Director. Exempt employees are not required to track or report their hours of work.

Non-exempt employees may, upon approval of their Department Director, flex their schedule in order to accommodate programs/work obligations that occur in the evenings or on the weekends.

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

**SECTION 5.5 Payment for Hours Worked and Overtime** - Non-exempt employees shall be paid their regular straight time hourly rate for all hours worked in any work week up to forty (40) hours per week. With the approval of the employee's immediate supervisor, full-time employees regularly working 35 hours per week, may

accrue hour for hour compensatory time in lieu of straight time pay for hours worked above thirty-five (35) in one week and up to forty (40) hours in one week. Employees shall be paid at a rate of time and one-half for all hours actually worked in the work week in excess of forty (40) hours, or with their supervisor's approval, may accrue comp time at a rate of one and a half times (1 ½) their rate of pay in lieu of overtime pay.

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

**SECTION 5.6 Compensatory Time** - In lieu of overtime compensation, compensatory time off will be offered to non-exempt employees at the rate of time and one-half subject to the following provisions:

- A. A maximum of seventy (70) hours of compensatory time for 35 hour per week employees and a maximum of eighty (80) hours of compensatory time for 40 hour per week employees may be earned and accumulated in each fiscal year and must be used by the employee within the same fiscal year in which the compensatory time was earned, otherwise the time will be paid out to the employee.
- B. Requests to utilize earned compensatory time shall be made by the employee to their supervisor in accordance with the Town's leave request practices.
- C. Upon termination of employment, all unused compensatory time shall be paid out to the employee at their current rate of pay.

**SECTION 5.7 Job Sharing** - Employees may submit proposals for job sharing agreements. Such agreements are subject to approval by the Town and the Union.

**SECTION 5.8 Exempt Employees-Extraordinary Circumstances** – Employees in salary grade A-6 and above shall be considered exempt employees under applicable state and federal law and are not required to track or report their hours of work.

The Town and the Union recognize that there are extraordinary circumstances, including but not limited to circumstances declared as Emergencies by the Town, where certain exempt employees perform well above and beyond their regular position requirements. When the Director determines that an employee has performed above and beyond position requirements, the Director and the affected employee shall meet to discuss the employee's option of either accruing additional paid time off above and beyond any other time off provided for in this agreement, or being paid additional compensation. The Director will then forward a recommendation to the Town Manager for review and consideration. The decision to grant a bonus shall be in the sole discretion of the Town Manager and may not be grieved by the employee or the Union. Alternatively, the employee may elect to receive the bonus in a cash payment equal to the value of the additional PTO.

## **SECTION 5.9 Remote Work**

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

## **ARTICLE 6 Leaves of Absence**

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

Conditions for Paid Sick Leave - Sick leave shall be subject to the following conditions:

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

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

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

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

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

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

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

1. For exempt employees, the current practice shall continue.
2. For non-exempt employees, if the appointment is less than one-half day, the time may be made up within the payroll period or may be charged to accrued leave. If the medical appointment is longer than one-half day, the time may be charged to accrued leave.
3. Non-exempt employees may take medical appointments at the end of the workday in lieu of a lunch break.

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

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

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

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

**SECTION 6.5 Bereavement Leave** - The Town allows up to five (5) days off, with pay, for death of a spouse, parent, child, step-child or grandchild; up to three (3) days off, with pay, for death of a parent-in-law, sibling or grandparent and one (1) day

off for the death of the employee's niece, nephew, aunt or uncle. Bereavement leave is to cover time actually lost during the normal work week when the employee is grieving and/or making arrangements for or attending the funeral/memorial service. Funeral leave is generally not intended for additional family gatherings or services in addition to a funeral/memorial service that may be held at a future date after the funeral/memorial service.

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

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

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

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

## **ARTICLE 7 Holidays**

### **SECTION 7.1 Paid Holidays**

A. The following holidays shall be granted with pay:

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

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

B. When a holiday falls on a Saturday, the preceding Friday shall be the day off and when a holiday falls on a Sunday the following Monday shall be the day off. Exceptions to this section shall be mutually agreed to. When Christmas Eve and/or Christmas Day falls on a weekend, days off shall be scheduled to ensure that employees receive a day off for each holiday.

C. Attendance on Days Prior to and Immediately after a Holiday - Employees are not paid for holidays unless they work the last scheduled day prior to the holiday and the first scheduled day after the holiday unless such employees are on vacation, or have documented illness or on leave authorized by the Town Manager or Department Manager.

**ARTICLE 8  
Vacations**

**SECTION 8.1** - Employees shall earn paid vacation time for each completed month of service in accordance with the following:

**35-Hour Work Week Employees**

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

**40-Hour Work Week Employees**

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

Notwithstanding the above, Exempt Employees in the bargaining unit shall receive 3 weeks of vacation at the commencement of their employment.

**SECTION 8.2** - Employees shall begin accruing vacation time during the month of hire if the hire date is prior to or includes the 15<sup>th</sup> of the month. Employees shall begin accruing vacation time during the month following the month of hire if the hire date is after the 15<sup>th</sup> of the month. Employees are not eligible to take vacation time during the first six months of employment.

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

The Town may deviate from this accrual schedule in crediting new employees in this bargaining group with “service” time for purposes of vacation accruals to include time accumulated in the same or similar positions with other employers upon discussion with the Union, whose consent shall not be unreasonably withheld.

**SECTION 8.3** - Employees shall be paid for all accrued vacation at time of termination at the employee’s rate of pay at termination.

**SECTION 8.4** - Eligible employees may accumulate from year to year a maximum of ten (10) earned vacation days in addition to his/her annual earned vacation leave as defined in the tables in Section 8.1. Any employee with a balance of vacation leave in excess of the maximum accrual amount on November 1<sup>st</sup> of each year shall forfeit said excess accrual amount. Employees seeking to make a vacation carryover request must do so in writing, have the request signed by their department, and then forward the request to the Town Manager’s Office no later than October 15<sup>th</sup> for review and consideration. Vacation carryovers may be granted for extenuating circumstances that prevented an employee from being able to use their leave during the past year.

**SECTION 8.5 Break in Service** - Vacation time is determined by the length of continuous service with the Town. For purposes of computing vacation time, employees who leave the Town service and who are re-employed within one year shall have their service bridged for purposes of vacation accrual.

**SECTION 8.6 Advance Vacation** - No employee may take vacation time beyond the amount earned except in the most unusual of circumstances. Written requests for advance vacation will be approved at the discretion of the Town Manager.

**SECTION 8.7 Use of Individual Vacation Days** - Employees are encouraged to take vacation in five day blocks. Vacation may be taken in single or half-day increments if the employee wishes and it is approved by the department manager, but no employee shall be forced to take vacation time in one day increments.

**SECTION 8.8 Crediting Vacation Time to Sick Leave** - In the event an employee’s sick leave is exhausted, earned vacation time may be credited to sick leave.

**SECTION 8.9** - The current practice for granting vacation time for bargaining unit members shall continue.

**SECTION 8.10 Payment of Salary in Lieu of Vacation** - No salary shall be paid to an employee in lieu of vacation, since the purpose of a vacation is rest and relaxation.

**SECTION 8.11 Holiday Celebrated During Vacation** - Observed holidays established herein shall not be considered in the computation of vacation credit as a part of the vacation time.

**SECTION 8.12 Sickness While on Vacation** - An employee who becomes ill while on vacation may not charge such illness to sick leave, unless a medical certificate confirms said illness.

**SECTION 8.13 Advanced Vacation Pay** - In order for employees to receive vacation pay in advance, the Personnel Action Form reporting vacations to be taken must be received in the Finance Department at least one week before the day of last payroll distribution before the start of vacation to allow for the drawing of the check.

## **ARTICLE 9 Insurance and Other Benefits**

**SECTION 9.1 Health Insurance Plan Design:** The Town offers two health insurance plan options including a health maintenance organization (HMO) option and a high deductible health plan (HDHP) option including a health savings account (HSA). The plan designs for these options shall be posted in Appendix C of this Agreement. The Town will also provide eligible family members coverage for any employee who elects such coverage. The Town reserves the right to change health insurance carriers provided that coverage under new plans is substantially equivalent to and not overall less favorable to Employees to the coverage presently in effect including access to health care providers, and further provided that the Union is notified of the proposed change at least thirty (30) days prior to implementation.

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

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

- A. **High Deductible Health Plan (HDHP):** 15% for all employees.
- B. **Health Maintenance Organization:**
  - 1. Employees currently contributing 17.5% shall move to 19% upon ratification, but no later than January 1, 2022, and 20% on July 1, 2022.
  - 2. Employees currently contributing 18.5% shall move to 19% upon ratification, but no later than January 1, 2022 and 20% on July 1, 2022.

3. Employees currently contributing 20% will remain at 20%; and all new employees shall contribute 20%.

**C. Credit for Declination of Health Care Coverage:**

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

**D. HEALTH SAVINGS ACCOUNT (HSA):** For employees enrolled in the HDHP plan, the Town will fund into the employee's Health Savings Account (HSA) the following amounts towards the annual deductible based on the employee's level of coverage (i.e. 1 person, 2 person/family):

- Fiscal Years under this Agreement but Prior to FY 22/23 FY – 60% of the \$2,000 or \$4,000 deductible based on the employee's level of coverage.
- FY 22/23 and beyond – 50% of the \$2,000 or \$4,000 deductible based on the employee's level of coverage. Two equal payments, in aggregate totaling 50% of the deductible, will be made once in July and once in January.

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

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

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

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

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

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

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

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

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

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

**SECTION 9.7** Employees who are retirement eligible and who retire before age 62, with at least a minimum of ten (10) years of continuous eligible service, or at least a minimum of five year (5) years of continuous services for employees hired before October 1, 2021, have the option of remaining on the Town's group health coverage at their own expense. At age 62, the Town begins providing payment for a retired

employee's health coverage provided coverage had not been discontinued, and the retiree has at least a minimum of ten (10) years of continuous service, or at least a minimum of five year (5) years of continuous services for employees hired before October 1, 2021,. A retiree who elects to leave the plans may not reenter. Upon reaching age 65, retirees are eligible to elect supplemental insurance coverage. Those retiring after 1/1/92 will pay 25% of the premium charged to the Town. Retirees pay 100 percent for spouse and dependents' coverage. For retirees enrolled in the HDHP plan, the Town will not make any payment or contribution towards the deductible for that plan.

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

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

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

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

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

**SECTION 9.11 Other Post-Employment Benefits ("OPEB") Trust:**

- A. Pension-eligible employees shall contribute two percent (2.00%) of annual base salary, or such lower amount as was required based upon their hire

date, each year to the OPEB Trust. Employees shall contribute to the OPEB Trust for a period of 10 years,

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

Employees hired after October 1, 2021 with less than ten (10) years of pension eligible service is not entitled to any retiree health benefit, and is entitled to a one-hundred percent (100%) refund of the employee's OPEB contributions upon separation from employment with the Town. An employee with ten (10) years or more of pension eligible service with the Town is entitled to a one hundred percent (100%) refund of the employee's actual contribution only if the employee (1) does not elect retiree health coverage; or (2) is not entitled to retiree health coverage for any other reason.

- C. Once the OPEB Trust is fully funded (as defined by the Town's actuaries), the parties agree to negotiate a potential modification of the OPEB contributions.
- D. Any non-pension-eligible employee who has been contributing to the fund shall cease contributing and shall be refunded all prior contributions.

#### **SECTION 9.12 Retirement Plans**

- A. All employees in the bargaining unit who are hired by the Town of Simsbury on or before June 30, 2013 and who meet the eligibility requirements of the plan are covered by the Town's Pension Plan: Town of Simsbury - General Government Employees Retirement Income Plan Number (IN I5526B) which was in effect on July 3, 1992 (as amended).
- B. Employee contributions to the Town's Pension Plan shall be as follows, contingent upon the change to pre-tax contributions as set forth in subsection (E) below:
  - 1. Upon ratification, but not later than January 1, 2022, employees hired on or before June 30, 2013 shall contribute six percent (6%) of their compensation to the pension plan.
  - 2. Effective July 1, 2022, employees hired on or before June 30, 2013 shall contribute seven percent (7%) of their compensation to the pension plan.

C. Employees hired after June 30, 2013 and before January 1, 2016 shall have the following retirement benefit options:

1. **Participation in General Government Defined Benefit Plan:** the employee may participate in the Plan provided the employee contributes seven percent (7%) of compensation as defined by the plan. All other provisions of the plan as stated in the plan documents apply.
2. **Participation in Defined Contribution Plan:** Participation in Defined Contribution Plan: Alternatively, the employee may elect to participate in the defined contribution plan. Beginning July 1, 2022 such employees shall contribute five percent (5%) of their base wages into the Defined Contribution Plan. The Town shall contribute six percent of the employee's base wages to the Defined Contribution Plan on the employee's behalf. If an employee elects to make additional contribution, the Town shall match the employee's additional contribution up to a total of seven (7%) percent. Employees have the option of contributing additional amounts into the Town's 457 Plan up to the maximum amount allowable law.

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

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

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

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

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

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

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

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

- F. There shall be a rolling 5 year vesting period for employer contributions to the Defined Contribution Plan, provided that all employer contributions shall vest upon the completion of the fifth year and thereafter. Employees electing the defined contribution plan may not elect to participate in the defined benefit plan at a later date.
- G. As soon as reasonably possible after ratification, employee contribution toward the Defined Benefit Plan shall be made on a pre-tax basis. In the event that employee contributions cannot be made on a pre-tax basis, the increases to employee contributions set forth in Sec. 9.12(B) above shall be credited back to employees.
- H. Any employee who retires from Town service, and who utilizes any or all of the 2009-2010 contract year for the purpose of calculating his or her final average earnings, shall be entitled to include an imputed wage increase of three percent (3%) in calculating his or her final average earnings notwithstanding the provision of Article 4 section 1.B.4 subject to applicable limitations imposed by the Internal Revenue Code.
- I. Employees and the Union shall have the right to inspect and obtain copies of Plan documents.
- J. Employees will receive a summary plan description 90 days after they begin work, and at least once every four years. Employees will be notified of any substantial Plan changes within 30 days after the effective date of such change.

- K. Each year employees will receive a current annual retirement statement with personalized information.

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

**SECTION 9.14 Employee Assistance Program** - Employees may participate in the Child and Family Services Employee Assistance Program. Participation is voluntary and confidential. The Town will fund the cost of the program. Nothing contained herein shall prohibit the Town from changing EAP providers.

**SECTION 9.15 Health Incentive Program**

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

## **ARTICLE 10 Separations**

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

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

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

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

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

### **SECTION 10.2 Layoff**

- A. **Definition** - A layoff is defined as the involuntary, non-disciplinary separation of an employee from Town service.
- B. **Order of Layoff** - No full-time employee in a position selected for layoff shall be laid off if the Town retains a part-time, seasonal, temporary, contractual, or probationary employee in the position. If there is more than one employee in the position selected for layoff, layoff shall take place in inverse order of seniority.
- C. **Bumping** - A full-time employee subject to layoff may displace a less senior employee in a lower classified bargaining unit position provided

he/she is qualified to perform the work. A full-time employee subject to lay-off may displace a part-time, seasonal, temporary, contractual, or probationary employee in a lower classified bargaining unit position provided he/she is qualified to perform the work.

- D. **Seniority** - Layoff for two years or less shall not constitute a break in service nor shall it result in a loss of seniority, provided however that no additional seniority shall be accrued during layoff.
- E. **Notice of Layoff** - The Town will make every effort to give at least thirty days prior notice of layoff, except in cases of emergency. It is agreed that in any event the Town will give fourteen days prior notice of layoff, or, in lieu thereof, two weeks of pay.
- F. **Re-employment List** - Recall shall be in inverse order of layoff provided the employee is qualified to perform the work. An employee shall remain on the recall list for a period of two years. Notice of recall to the same or substantially similar position shall be made by certified mail to the employee's address of record, it being agreed that employee must keep the Town informed of address changes. Failure to respond to such notice within the earlier of three working days of receipt of notice or fifteen days after mailing shall constitute a refusal of recall and seniority will be broken as of the date of such refusal. Failure to return to work within the earlier of two weeks after receipt of notice or eighteen days after mailing of such notice shall also constitute refusal of recall and seniority will be broken as of the date of such refusal. No new employee shall be hired into a bargaining unit position until laid off employees eligible for recall and qualified for the position have been offered reemployment.
- G. **Fractionating Bargaining Unit Positions** - During the life this agreement, no full-time bargaining unit position shall be fractionated in such manner as to diminish the number of full-time positions for the purposes of reducing employee's wages and benefits.
- H. **Reduction in Hours** - If a full-time employee has his/her hours reduced, this reduction shall be considered a layoff for the purposes of this Article.

**SECTION 10.3 Death** - All compensation due in accordance with Section 8.3 is paid to the estate of the employee, except for such sums as by law may be paid to the surviving spouse.

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

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

## **ARTICLE 11**

### **Disciplinary Action**

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

- A. Oral Reprimand - This is a verbal warning for poor job performance or other problem. The supervisor will outline the specific problem and areas that need to change, may set goals and time frame for performance improvements, if appropriate, and will inform the employee of future disciplinary action in case of continued poor performance or problems. Oral reprimands are documented by the supervisor and placed in the employee's personnel file with a copy to the employee.
- B. Formal Reprimand - The supervisor gives the employee a formal reprimand in writing and places it in the individual's personnel file. The written reprimand shall include the date(s) and description of the incidents and statement of further disciplinary action should the situation not improve, and shall be signed by the employee or other witness, with a copy given to the employee.
- C. Suspension - The supervisor may remove the employee from his job and suspend him/her with or without pay with the signed approval of the Department Head and Town Manager for a period not to exceed thirty (30) days. A written memorandum will outline the circumstances leading to the suspension and set goals for improvement, if appropriate. It is reviewed with and signed by the employee and permanently placed in the employee's Personnel File and a copy sent to the Union President within one day of issuance.
- D. Dismissal or Demotion - If previous discipline has not resulted in the required improvement, or when the misconduct is serious enough to warrant this action, the Town Manager or Board of Selectmen when appropriate, may dismiss or demote the employee. The basis for dismissal or demotion is summarized in a letter of dismissal or demotion of the employee and a copy of the letter sent to the Union President within one day of issuance.

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

**SECTION 11.3 Right to Union Representation** - Upon request, each employee shall be entitled to Union representation at any interview regarding matters which the employee reasonably believes will result in disciplinary action, at pre-disciplinary action,

at pre-disciplinary hearings referenced in Section 11.2, at meetings during which discipline is administered and at each step of the grievance procedure. The employee's exercise of this right shall not cause undue delay in any investigation, meeting or hearing.

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

## **ARTICLE 12 Grievance and Arbitration Procedures**

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

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

### **SECTION 12.2 Time Limits**

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step is considered as a maximum. The time limit specified may, however, be waived by mutual agreement. This agreement shall be confirmed in writing.
- B. If an employee does not file a written grievance at step one of the formal procedure within fifteen (15) working days after the employee knew or can reasonably be expected to have known of the act or condition on which the grievance is based, then the grievance is considered waived.
- C. Failure of the aggrieved at any step to appeal a grievance to the next step within the specified time limits is deemed to be acceptance of the last decision rendered.
- D. Failure of the Town to render a decision within a specified time limit is deemed to be denial of the grievance submitted, and the aggrieved may proceed to the next step within the time limit which would apply if a written

denial had been rendered on the day on which the time period for response expired.

### **SECTION 12.3 Procedure**

- A. Any employee may use this grievance procedure with or without Union assistance. Should an employee process a grievance through one or more steps provided herein prior to seeking Union assistance, the Union may process the grievance to the next succeeding step following that which the employee has utilized.
- B. Steps
1. The aggrieved employee shall first notify his/her immediate supervisor and his/her Union representative in writing of the nature and facts of the grievance within fifteen (15) working days after its occurrence. The immediate supervisor shall meet and discuss the grievance with the employee and the Union representative and notify the employee and the Union of his/her decision in writing within ten (10) working days after the employee notification.
  2. If a satisfactory solution is not reached under Step 1 above, the employee or the Union shall submit the nature and facts of his/her grievance in writing to the Department Head within ten (10) working days of receipt or due date of the decision rendered at Step 1 above. After the Department Head receives such grievance, he/she shall meet as soon as practical and discuss the matter with the concerned parties and shall notify the employee and the Union of the decision in writing within-ten (10) working days of the receipt of the grievance. If the employee's immediate supervisor is the Department Head, he or she proceeds to Step 3.
  3. Grievances not settled at the department head level, or for which a reply is not given in the specified time, shall be submitted in writing to the Town Manager within ten (10) working days of receipt or due date of the decision rendered at Step 2 above. Within ten (10) working days after receipt of the grievance, the Town Manager shall meet with the employee and/or the Union, and such other persons as the Town Manager deems necessary for the discussion and settlement of the grievance. The Town Manager shall render a written resolution of the grievance within ten (10) working days of such meeting.
  4. Grievances that cannot be settled by the Town Manager may be submitted to the Personnel Subcommittee for a decision within five (5) working days of receipt or due date of the decision rendered at Step 3. The Personnel Subcommittee shall hear the grievance within thirty (30) days of its receipt of the grievance and shall render its written decision within fifteen (15) days after such hearing.

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

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

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

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

**SECTION 12.6** Grievances regarding the dismissal of employees whose appointment and removal is subject to the recommendation of the Town Manager and approval of the Board of Selectman shall be filed at Step 4 of the grievance procedure. Said grievance shall be filed within fifteen (15) working days after the employee knew or can reasonably be expected to have known of the act or condition on which the grievance is based, if not, the grievance is considered waived.

**SECTION 12.7** The grievance procedure shall occur during working hours, except for the Personnel Subcommittee, and Union representatives representing employees and/or the Union shall be compensated at their regular salary rate for their attendance during working hours. The time of the meeting with the Personnel Subcommittee shall be mutually agreed to.

## **ARTICLE 13 Status Changes**

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

- A. On a voluntary basis to fill a vacant position under Section 2.7 and 2.8.
- B. If there are no volunteers in A above, the Town may transfer the least senior qualified employee.

- C. In lieu of layoff, an employee may transfer to a vacant position which he or she is qualified to fill if the town is accepting applications for the position.

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

## **ARTICLE 14 Management Rights**

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

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

- I. To determine the content of job classifications and/or positions and to ensure that incidental duties connected with Town operations, whether enumerated in a job description or not, shall be performed by employees;
- J. To fulfill all of the Town's legal responsibilities.

## **ARTICLE 15 Union Security**

**SECTION 15.1** During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union.

**SECTION 15.2** Union dues shall be deducted by the Employer from the paycheck of each employee who joins the Union. The Union shall serve as the custodian of the union authorization cards, which may take the form of a signed form, an electronically signed form, or a recorded voice authorization. Upon membership changes, the Union shall provide the Town with a list of union members for the purposes of deducting dues. In the event an employee disputes his/her membership status, the Town may require proof of membership authorization.

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

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

## **ARTICLE 16 Nondiscrimination**

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

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

The Parties herein agree that neither shall retaliate against any employee who, acting in good faith, reports alleged violations of this Article or who participates in internal or external investigations related to alleged violations of this Article 12.

## **ARTICLE 17**

### **Reimbursement for Courses**

**SECTION 17.1 Tuition Reimbursement** - The following are conditions to reimbursement by the Town for any course or training program:

- A. Request in writing to the Town Manager's Office stating the name of the course and cost, including the cost of required study materials.
- B. No more than two courses per year, unless the course or training is required by the Town. Reimbursement for a course shall be limited to the cost of a course charged for an in-state student at UCONN.
- C. Course must be work-related or considered an asset to the job function.
- D. Course must be successfully completed for reimbursement, a 'C' level grade or above or certificate to prove completion.

**SECTION 17.2 Individualized Professional Development Plans** - In conjunction with the annual Performance Review process, each employee will be encouraged to develop an individualized Professional Development Plan.

## **ARTICLE 18**

### **Mileage Reimbursement**

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

## **ARTICLE 19**

### **Applicability**

**SECTION 19.1 Personnel Rules and Regulations** - The Personnel Rules and Regulations of the Town of Simsbury shall remain in full force and effect unless superseded by a specific provision of this Agreement or where by necessary implication no other construction is tenable.

**SECTION 19.2 Rights and Benefits** - All prior rights and benefits not specifically mentioned in this Agreement shall remain in effect unless negotiated by the parties pursuant to the Municipal Employees Relations Act.

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

## **ARTICLE 20 Health and Safety**

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

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

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

The Committee shall have regular quarterly meetings.

## **ARTICLE 21 Miscellaneous**

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

**SECTION 21.2 Bulletin Boards** - The Town will provide bulletin board space for union notice in each work location.

**SECTION 21.3 Union Business Leave** - Members of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for union business, such as attending labor conventions and educational conferences, provided the total leave for the bargaining unit for the purposes set forth above shall not exceed twenty-four (24) hours in any fiscal year.

Such hours are not cumulative from year to year. Union leave may be taken in increments of one (1) hour. The Union shall endeavor to give as such advance notice as possible before such leave is taken.

**SECTION 21.4 Uniforms** - The Town shall continue to furnish or provide, at no cost to the employee, all uniforms and safety shoes at the current level. As of the effective date of this Agreement, all eligible employees, except sewer department employees, will receive one (1) pair of steel toed shoes up to \$130 per year furnished by the Town. As of the effective date of this Agreement, Sewer department employees shall receive two (2) pairs of steel toed shoes per year at \$130 per pair.

**SECTION 21.5 Vehicles** - The Highway Superintendent, Highway Foreman, and Facilities Supervisor, shall have use of a town-owned vehicle to commute back and forth from work to home. Town-owned vehicles shall not be used for personal use.

**SECTION 21.6 Highway Foreman** - The employee shall receive a minimum four (4) hours of regular hourly salary per call out. The employee shall receive a minimum of eight (8) hours of regular hourly salary for "on-duty" per week. If an employee is called to work while "on-duty," the first eight (8) hours are deducted from the eight (8) hour call-up time unless the call-up is a full response, and in that case the employee is paid overtime.

**SECTION 21.7 Call Back** - A non-exempt employee called in or scheduled outside of his or her normal work schedule shall be paid a minimum of four (4) hours work time.

## **ARTICLE ~~23~~22** **Duration**

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

**SECTION 22.2** This Agreement shall remain in full force and effect until June 30, 2023, ~~except with respect to the following:~~

~~A. Article 9, Section 9.11, Other Post-Employment Benefits ("OPEB") Trust, will remain in full force and effect until June 30, \_\_\_\_; and it is the parties' intent in accordance with Section 9.10(a) to extend beyond this date for all employees hired after July 1, 2013.~~

~~B. Article 9, Section 9.12.B., Pension Plans, will remain in full force and effect until June 30, \_\_\_\_.~~

Town of Simsbury

Simsbury Administrative & Professional  
Town Employees Association,  
CSEA/SEIU AFL-CIO, LOCAL 2001

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Maria E. Capriola  
Town Manager

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Dave Glidden or Frank Pizzaro?  
Union Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A  
Position Schedule**

<b>ADMINISTRATIVE &amp; PROFESSIONAL POSITION SCHEDULE</b>	
<b>Grade</b>	<b>Job Title</b>
A0	
A1	Animal Control Officer – NE, 35 hours
A1-B	WPCF Engineering Inspector – NE, 40 hours Project Administrator – NE, 40 hours
A2	Assistant Assessor –NE, 35 hours Adult Services Librarian – NE, 35 hours Children’s Librarian – NE, 35 hours Reference Librarian – NE, 35 hours
A2-B	Accountant, NE, 40 hours
A3	Senior Center Coordinator – NE, 35 hours Police Records Supervisor – NE, 35 hours Recreation Supervisor – NE, 35 hours Business and Career Center Coordinator – NE, 35 hours Teen Services Librarian – NE, 35 hours Community Social Worker – NE, 35 hours
A4	Engineer – NE, 35 hours Foreman – Parks – NE, 40 hours Highway Foreman – NE, 40 hours
A5	Code Compliance Officer – NE, 35 hours
A5-B	Information Technology Analyst – NE, 40 hours
A6	Assistant Town Engineer – E, 35 hours Deputy Building Official – E, 35 hours Assistant Town Planner – E, 35 hours Tax Collector – E, 35 hours Facilities Supervisor – E, 40 hours WPCA Assistant Superintendent – E, 40 hours
A7	Assessor -E 35 hours Building Official E 35 hours Superintendent of Golf Course – E, 40 hours Town Clerk - E 35 hours
A8	Superintendent of Highways, E 40 hours
A9	

**APPENDIX B  
Pay Plans**

**SIMSBURY ADMINISTRATIVE AND PROFESSIONAL WAGE SCHEDULE**

**CSEA: Administrative & Professional Union - Wage Tables FY20-FY23**

**Effective July 1, 2019 (2.25% GWI)**

<b>GRADE</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>	<b><u>9</u></b>	<b><u>10</u></b>
<b>HOURLY</b>										
<b>A0</b>	25.69	26.21	26.73	27.26	27.81	28.37	28.93	29.51	30.10	30.70
<b>A1</b>	32.43	33.08	33.74	34.42	35.11	35.81	36.53	37.26	38.00	38.76
<b>A1-B</b>	32.43	33.08	33.74	34.42	35.11	35.81	36.53	37.26	38.00	38.76
<b>A2</b>	34.63	35.32	36.02	36.75	37.48	38.23	38.99	39.77	40.57	41.38
<b>A2-B</b>	34.63	35.32	36.02	36.75	37.48	38.23	38.99	39.77	40.57	41.38
<b>A3</b>	36.96	37.70	38.46	39.23	40.01	40.81	41.63	42.46	43.31	44.18
<b>A4</b>	39.46	40.25	41.06	41.88	42.71	43.57	44.44	45.33	46.24	47.16
<b>A5</b>	42.13	42.97	43.83	44.71	45.60	46.51	47.44	48.39	49.36	50.35
<b>A5-B</b>	42.13	42.97	43.83	44.71	45.60	46.51	47.44	48.39	49.36	50.35
<b>ANNUALIZED</b>										
<b>A6</b>	81,848	83,488	85,157	86,861	88,597	90,370	92,177	94,020	95,901	97,818
<b>A7</b>	86,580	88,312	90,080	91,883	93,719	95,592	97,506	99,454	101,443	103,472
<b>A8</b>	91,593	93,423	95,291	97,198	99,140	101,124	103,147	105,209	107,313	109,459
<b>A9</b>	97,403	99,351	101,338	103,365	105,432	107,540	109,692	111,887	114,125	116,406

**Effective July 1, 2020 (2.35% GWI)**

<b>GRADE</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>	<b><u>9</u></b>	<b><u>10</u></b>
<b>HOURLY</b>										
<b>A0</b>	26.29	26.82	27.36	27.91	28.46	29.03	29.61	30.21	30.81	31.43
<b>A1</b>	33.20	33.86	34.54	35.23	35.93	36.65	37.39	38.13	38.90	39.67
<b>A1-B</b>	33.20	33.86	34.54	35.23	35.93	36.65	37.39	38.13	38.90	39.67
<b>A2</b>	35.44	36.15	36.87	37.61	38.36	39.13	39.91	40.71	41.52	42.35
<b>A2-B</b>	35.44	36.15	36.87	37.61	38.36	39.13	39.91	40.71	41.52	42.35
<b>A3</b>	37.83	38.59	39.36	40.15	40.95	41.77	42.61	43.46	44.33	45.21
<b>A4</b>	40.39	41.20	42.02	42.86	43.72	44.59	45.48	46.39	47.32	48.27
<b>A5</b>	43.12	43.98	44.86	45.76	46.67	47.61	48.56	49.53	50.52	51.53
<b>A5-B</b>	43.12	43.98	44.86	45.76	46.67	47.61	48.56	49.53	50.52	51.53
<b>ANNUALIZED</b>										
<b>A6</b>	83,772	85,450	87,158	88,902	90,679	92,494	94,343	96,229	98,155	100,117
<b>A7</b>	88,615	90,388	92,197	94,042	95,921	97,838	99,797	101,791	103,827	105,904
<b>A8</b>	93,746	95,618	97,530	99,482	101,470	103,500	105,571	107,681	109,835	112,032
<b>A9</b>	99,692	101,685	103,719	105,794	107,909	110,067	112,270	114,516	116,807	119,141

**Effective July 1, 2021 (2.35% GWI)**

<b>GRADE</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>	<b><u>9</u></b>	<b><u>10</u></b>
<b>HOURLY</b>										
<b>A0</b>	26.91	27.45	28.00	28.56	29.13	29.71	30.31	30.92	31.53	32.16
<b>A1</b>	33.98	34.66	35.35	36.06	36.78	37.51	38.26	39.03	39.81	40.61
<b>A1-B</b>	33.98	34.66	35.35	36.06	36.78	37.51	38.26	39.03	39.81	40.61
<b>A2</b>	36.27	37.00	37.74	38.49	39.26	40.05	40.85	41.67	42.50	43.35
<b>A2-B</b>	36.27	37.00	37.74	38.49	39.26	40.05	40.85	41.67	42.50	43.35
<b>A3</b>	38.72	39.50	40.29	41.09	41.91	42.75	43.61	44.48	45.37	46.28
<b>A4</b>	41.34	42.16	43.01	43.87	44.74	45.64	46.55	47.49	48.43	49.40
<b>A5</b>	44.13	45.01	45.91	46.83	47.77	48.72	49.70	50.69	51.71	52.74
<b>A5-B</b>	44.13	45.01	45.91	46.83	47.77	48.72	49.70	50.69	51.71	52.74
<b>ANNUALIZED</b>										
<b>A6</b>	85,740	87,458	89,206	90,992	92,810	94,668	96,560	98,490	100,462	102,470
<b>A7</b>	90,697	92,512	94,363	96,252	98,175	100,137	102,142	104,183	106,267	108,393
<b>A8</b>	95,949	97,865	99,822	101,820	103,854	105,932	108,052	110,212	112,416	114,664
<b>A9</b>	102,035	104,075	106,157	108,280	110,445	112,654	114,908	117,207	119,552	121,941

**Effective July 1, 2022 (2.25% GWI)**

<b>GRADE</b>	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>	<b><u>9</u></b>	<b><u>10</u></b>
<b>HOURLY</b>										
<b>A0</b>	27.52	28.07	28.63	29.20	29.79	30.38	30.99	31.61	32.24	32.89
<b>A1</b>	34.74	35.44	36.14	36.87	37.61	38.36	39.12	39.91	40.70	41.52
<b>A1-B</b>	34.74	35.44	36.14	36.87	37.61	38.36	39.12	39.91	40.70	41.52
<b>A2</b>	37.09	37.83	38.59	39.36	40.15	40.95	41.77	42.60	43.46	44.32
<b>A2-B</b>	37.09	37.83	38.59	39.36	40.15	40.95	41.77	42.60	43.46	44.32
<b>A3</b>	39.59	40.38	41.19	42.02	42.86	43.71	44.59	45.48	46.39	47.32
<b>A4</b>	42.27	43.11	43.98	44.85	45.75	46.67	47.60	48.55	49.52	50.51
<b>A5</b>	45.12	46.03	46.95	47.89	48.84	49.82	50.82	51.83	52.87	53.93
<b>A5-B</b>	45.12	46.03	46.95	47.89	48.84	49.82	50.82	51.83	52.87	53.93
<b>ANNUALIZED</b>										
<b>A6</b>	87,670	89,426	91,213	93,039	94,899	96,798	98,732	100,706	102,722	104,776
<b>A7</b>	92,738	94,593	96,486	98,418	100,384	102,390	104,440	106,527	108,658	110,832
<b>A8</b>	98,107	100,067	102,068	104,111	106,191	108,316	110,483	112,691	114,946	117,244
<b>A9</b>	104,331	106,417	108,545	110,716	112,930	115,188	117,494	119,844	122,241	124,685

**APPENDIX C  
HEALTH INSURANCE PLAN DESIGNS**

**Town of Simsbury Benefit Comparison Chart  
CSEA FY21**

	Benefit Provision	HMO	HDHP	
		In Network	In Network	Out of Network
1	<b>Deductible</b>	NA	Individual: \$2,000 / Family: \$4,000 Deductible costs you pay accumulate for all combined in and out of network benefits. All family members contribute to the family maximum. Pharmacy and medical expenses apply to the maximum.	
			Health Savings Account Contribution: The Town contributes 60% of the deductible requirement	
2	<b>Out of Pocket Maximum</b>	Individual: \$6,350 Family: \$12,700 Only expenses for in-network costs apply. Copays apply to the maximum. Out of network costs do not apply to the maximum.	Individual: \$5,000 / Individual with Family: \$6,850 / Family: \$10,000 Out of pocket maximums accumulate for all combined in and out of network benefits. All family members contribute to the family maximum. Pharmacy and medical expenses apply to the maximum.	
3	<b>PCP Office Visit</b>	\$15 Copay per visit, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
4	<b>Specialist Office Visit</b>	\$15 Copay per visit, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
5	<b>Preventative Care</b>	No cost - Plan pays 100%	No cost - plan pays 100%	Plan pays 80% after deductible
6	<b>Pharmacy - Retail</b>	Retail - 30 day supply \$5/\$10/\$20 for Generic/preferred brand / non- preferred brand	Retail - 30 day supply - Plan pays \$5/\$10/\$20 for Generic/preferred brand / non-preferred brand after deductible	Retail - Plan pays 80% after deductible

**Town of Simsbury Benefit Comparison Chart  
CSEA FY21**

Benefit Provision	HMO	HDHP	
	In Network	In Network	Out of Network
7 <b>Pharmacy - Home Delivery</b>	Retail - 90 day supply \$10/\$20/\$40 for Generic/preferred brand / non- preferred brand	Retail - 90 day supply - Plan pays \$10/\$20/\$40 for Generic/preferred brand / non-preferred brand after deductible	Not covered
8 <b>Second Surgical Opinion</b>	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
9 <b>Surgery in Physician Office</b>	\$15 Copay per visit, then plan pays	Plan pays 100% after deductible	Plan pays 80% after deductible
10 <b>Allergy Injections and Serum</b>	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
11 <b>Inpatient Hospital</b>	\$250 per admission copay, then plan pays 100%	Plan pays 100% after deductible including Lab & X-Ray and advanced radiology services as part of stay, maternity delivery facility charges	Plan pays 80% after deductible including Lab & X-Ray and advanced radiology services as part of stay maternity delivery facility charges
12 <b>Inpatient Hospital Physician Visit</b>	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
13 <b>Inpatient Radiologists, Pathologist, Anesthesiologists</b>	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
14 <b>Multiple Surgical Reduction</b>	Multiple surgeries in one session - payment reduced to 50% of least expensive procedure	Multiple surgeries in one session - payment reduced to 50% of least expensive procedure	
15 <b>Outpatient Facility Services</b>	\$100 per facility visit copay, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
16 <b>Outpatient Radiologists, Pathologist, Anesthesiologists</b>	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible

**Town of Simsbury Benefit Comparison Chart  
CSEA FY21**

	Benefit Provision	HMO	HDHP	
		In Network	In Network	Out of Network
17	<b>Short Term Pulmonary, Cognitive, Physical, Speech, Occupational, Cardiac, Chiropractic Care</b>	\$15 Copay per visit, then plan pays 100% - all services in this category accumulate subject to 90 day combined maximum per calendar year	Plan pays 100% after deductible; all services in this category accumulate subject to 90 day combined maximum per calendar year (in & out of network)	Plan pays 80% after deductible; all services in this category accumulate subject to 90 day combined maximum per calendar year (in & out of network)
18	<b>Home Health Care including Outpatient Private Duty Nursing</b>	Plan pays 100% limited to 16 hours per day and unlimited number of days	Plan pays 100% after deductible; limited to 16 hours per day (combined in & out of network)- unlimited number of days	Plan pays 80% after deductible; limited to 16 hours per day - (combined in & out of network) - unlimited number of days
19	<b>Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility</b>	Plan pays 100% all services in this category accumulate subject to 120 day combined maximum per calendar year	Plan pays 100% after deductible; all services in this category accumulate subject to 120 day combined maximum per calendar year (in & out of network)	Plan pays 80% after deductible; all services in this category accumulate subject to 120 day combined maximum per calendar year (in & out of network)
20	<b>Durable Medical Equipment</b>	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
21	<b>External Prosthetic</b>	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
22	<b>Hearing Aids</b>	Covered for children under age 13 only. Plan pays 100%	Covered for children under age 13 only. Plan pays 100% after deductible	Covered for children under age 13 only. Plan pays 80% after deductible
23	<b>Routine Vision Exam</b>	Plan pays 100%. Limited to one exam every 12 months	Plan pays 100%. Limited to one exam every 12 months	Plan pays 80% after deductible Limited to one exam every 12 months

		HMO	HDHP	
Benefit Provision		In Network	In Network	Out of Network
24	<b>Lab and X-Ray in Physician Office, Outpatient Facility and Independent Lab</b>	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
25	<b>Emergency Room, Urgent Care &amp; Emergency Care</b>	Emergency Room - \$50 copay waived if admitted; Urgent Care Facility - \$10 copay Emergency Care in physicians office - \$15 copay then plan pays 100%	Plan pays 100% after deductible, includes advanced radiology	Plan pays 100% after deductible includes advanced radiology
26	<b>Advanced Radiology (MRI, MRA, CAT, PET Scan)</b>	Plan pays 100%	Plan pays 100% after deductible for services provided in Physician Office, Outpatient Facility	Plan pays 80% after deductible for services provided in Physician Office, Outpatient Facility
27	<b>Ambulance (Emergency Only)</b>	Plan pays 100%	Plan pays 100% after deductible	Plan pays 100% after deductible
28	<b>Maternity</b>	Initial visit and global OBGYN & Specialist fee - \$15 copay then plan pays 100% ;Prenatal, postnatal, office visits, physician delivery charges - plan pays 100%	Plan pays 100% after deductible includes initial, prenatal, postnatal, office visits, physician delivery charges, OBGYN and Specialist global fee	Plan pays 80% after deductible includes initial, prenatal, postnatal, office visits, physician delivery charges, OBGYN and Specialist global fee
29	<b>Hospice</b>	Plan pays 100% includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 100% after deductible includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 80% after deductible includes inpatient Hospital, outpatient, and other healthcare facilities
30	<b>Bereavement Counseling</b>	Plan pays 100% includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 100% after deductible includes inpatient hospital, outpatient, and other healthcare facilities	Plan pays 80% after deductible includes inpatient hospital, outpatient, and other healthcare facilities

**Town of Simsbury Benefit Comparison Chart  
CSEA FY21**

	Benefit Provision	HMO	HDHP	
		In Network	In Network	Out of Network
31	<b>Abortion (Elective and non-elective)</b>	Physicians Office - \$15 copay; Inpatient Facility - \$250 per admission copay; Outpatient Facility - \$100 copay; professional services - plan pays 100%	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services
32	<b>Family Planning - Men</b>	Physician Services - \$15 copay; Inpatient Hospital - \$250 copay ; Outpatient Facility - \$100 copay; Professional services - plan pays 100%	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services
33	<b>Family Planning - Women</b>	Plan pays 100%	No Cost - Plan pays 100% includes inpatient hospital, outpatient, physician office, and professional services	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services
34	<b>Infertility - lifetime maximum does not apply</b>	Physician Services - \$15 copay; Inpatient Hospital - \$250 copay ; Outpatient Facility - \$100 copay; Professional services - plan pays 100% Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT
35	<b>Organ Transplants</b>	Inpatient hospital - \$250 copay per admission; Inpatient professional services - plan pays 100%	Plan pays 100% after deductible, includes inpatient hospital and professional services	Plan pays 80% after deductible, includes inpatient hospital and professional services

**Town of Simsbury Benefit Comparison Chart  
CSEA FY21**

Benefit Provision	HMO	HDHP	
	In Network	In Network	Out of Network
36 <b>Dental Care</b>	Physicians Office - \$15 copay; Inpatient Facility - \$250 per admission copay; Outpatient Facility - \$100 copay; professional services - plan pays 100% - Limited to charges for a continuous course of dental treatment within 6 months of an injuries to sound natural teeth	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Limited to charges for a continuous course of dental treatment within 6 months of an injuries to sound natural teeth	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Limited to charges for a continuous course of dental treatment within 6 months of an injuries to sound natural teeth
37 <b>Mental Health/Substance Abuse</b>	Inpatient hospital - \$250 copay per admission; Outpatient - \$15 copay outpatient physician office and facility charges	Plan pays 100% after deductible. Including inpatient, outpatient physician office and facility charges.	Plan pays 80% after deductible Including inpatient, outpatient physician office and facility charges

*\* The CIGNA plan documents will govern the provisions of the policy in the event there is a discrepancy between this Comparison and the plan*

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



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** FY 22/23 Non-Union Compensation

2. **Date of Board Meeting:** July 11, 2021

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

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

If the Board of Selectmen supports the proposed FY 22/23 general wage increase for staff in unaffiliated positions, the following motions are in order:

*Move to approve a 2.35% general wage increase for unaffiliated staff in a non-probationary status, retroactive to July 1, 2022 pending a satisfactory annual performance evaluation.*

*Further move, to approve a 2.35% general wage increase for unaffiliated staff in a probationary status upon successful completion of their probationary period.*

*Further move, to adjust the salary ranges for non-union classifications as presented.*

5. **Summary of Submission:**

Section 903 of the Town Charter states that "the salaries, wages, or other compensation of all officers and all employees of the Town...shall be determined by the Board of Selectmen." The Town negotiates wage increases for its union employees during the collective bargaining process. Recommended changes in compensation and/or benefits for unaffiliated positions have been brought to the Personnel Subcommittee, then to the full Board of Selectmen for consideration.

The attached spreadsheet shows current pay rates of our unaffiliated positions, as well as the classification salary ranges. The column to the right of the current wages shows the scenario of a proposed 2.35% general wage increase. This increase was budgeted in the approved FY 22/23 budget.

The GWI would be effective July 1, 2022 for non-union employees. The GWI would be awarded once a performance review is completed in the August/September timeframe and a satisfactory rating is achieved. This is consistent with past practice. Also consistent with past practice, unaffiliated employees in a probationary status would be awarded the GWI prospectively, upon successfully completing probation.

- *Internal Comparison*

The negotiated general wage increase for AFSCME and our CSEA groups is 2.25% and IBPO is 2.5% for FY 22/23. Non-union staff for the Board of Education received a 2.5% GWI for FY 22/23.

Generally we try to keep GWIs for both union and non-union staff similar but there have been differences in the past.

- *External Comparison*

CCM data from June 2022 indicates that the average FY 22/23 state-wide general wage increase for negotiated contract settlements is 2.30% with a mode of 2.25%. The proposed 2.35% is consistent with averages for state-wide data.

Notes

Since we are continuing to share Financial Management Services with the Board of Education, two scenarios are presented for the Finance Director position (Town only, Town and BOE combined). The Board of Education has been compensating the Town for the difference in salary for the shared Director position. The shared financial management services arrangement has been beneficial and was recently codified for a 5-year term.

There are four new unaffiliated full-time classifications established through the budget process and by resolution of the Board of Selectmen: Accreditation Specialist; Information Technology Support Specialist; Property Appraiser; Youth and Family Social Worker. The adopted salary ranges for those positions were effective July 1, 2022, and therefore the GWI is not recommended to be applied to the salary ranges for those positions.

The Personnel Sub-Committee reviewed and endorsed this proposal at their July 7, 2022 meeting.

**6. Financial Impact:**

Based on CCM salary data for negotiated settlements that was available during budget preparation, we budgeted 2.35% in contingency for a general wage increase for our unaffiliated employees. We also budgeted the estimated impact of the wage increase on payroll taxes in the appropriate benefits line item for FY 22/23. The estimated impact of the 2.35% general wage increase in FY 22/23 would be \$33,285 or \$35,831 when payroll taxes are factored<sup>1</sup> in.

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

a) Unaffiliated Salary Chart

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<sup>1</sup> 6.2% for social security, 1.45% for Medicare

Position	FY 21/22 (2.35%)			FY 22/23 (2.35%)		
	Minimum	Maximum	Current	Minimum	Maximum	Proposed
Chief of Police	87,618	147,746	147,746	89,677	151,218	151,218
Deputy Chief of Police	127,677	134,270	134,270	130,677	137,425	137,425
Deputy Town Engineer	95,000	120,000	120,000	97,233	122,820	122,820
Deputy Town Manager	104,046	142,379	117,079	106,491	145,725	119,831
Director of Culture, Parks and Recreation	76,666	125,951	123,213	78,467	128,910	126,108
Director of Finance	87,618	147,746	147,746	89,677	151,218	151,218
<i>Director of Finance Shared with BOE</i>	96,380	162,520	162,520	98,644	166,339	166,339
Director of Planning and Community Development	82,142	131,427	125,000	84,072	134,515	127,938
Director of Public Works/Town Engineer	125,000	158,000	158,000	127,938	161,713	161,713
Employee Benefits & Human Resources Coordinator	60,237	82,142	81,757	61,653	84,072	83,679
Library Director	76,666	118,510	118,510	78,467	121,295	121,295
Management Specialist	64,267	85,690	69,623	65,778	87,703	71,259
Outreach Worker	No Min	20.42	20.00	No Min	20.90	20.47
Recreation Coordinator	25.13	30.03	25.13	25.72	30.74	25.72
<i>Accreditation Specialist*</i>				31.75	42.33	
<i>Information Technology Support Specialist*</i>				34.74	41.52	
<i>Property Appriaser*</i>				37.09	44.32	
<i>Youth and Family Social Worker*</i>				72,059	86,119	

Notes:

The Outreach Worker and Recreation Coordinator is part time and hourly

The positions with an asterisk are newly created positions in the FY22/23 budget with their FY 23 approved rates. They are considered unaffiliated at this time.

As with past practice, non-union employees in a probationary status would be eligible for the GWI upon successful completion of their probation



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Discussion on Review and Amendments to Town Charter
2. **Date of Board Meeting:** July 11, 2022
3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager; Sean Askham, Selectman  
*Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**  
This item is informational for discussion purposes.
5. **Summary of Submission:**

Selectman Askham has requested a discussion on Charter review be included for discussion. Per section 1008 of the Simsbury Town Charter:

*"The Board of Selectmen shall review the several provisions of this Charter from time to time as it deems such review to be in the best interest of the Town, but not less often than once every seven (7) years from the effective date of this Charter, such review to be published as part of the annual Town report. The amendment of this Charter may be initiated (a) by a two-thirds vote of the entire Board of Selectmen or (b) by a petition signed by not less than ten percent (10%) of the Electors of the Town, as determined by the last completed registry list of the Town, such initiation in either instance to result in the appointment by the Board of Selectmen of a Charter Revision Commission, which shall consider any proposed amendments to the existing Charter. Such proposed amendments shall not become effective until and unless they shall have been approved by a majority of the Town Electors voting thereon at a regular election or, if approved at a special election, by a majority equal to at least fifteen percent (15%) of the Electors of the Town as determined by the last completed registry list of the Town. The provisions of Chapter 99 of the General Statutes as may now or hereafter apply to the manner of amending the Charter shall prevail in the event of any conflict with the provisions of this section of the Charter."*

The current version of the Town Charter went into effect on December 4, 2017.

Consideration of Charter review will need to occur on or before December 4, 2023.

Review and amendments to the Charter are a comprehensive effort, and a significant time investment. Some possible next steps could include:

- The Town Manager and Town Attorney can prepare a more thorough explanation of the process, as well as a sample timeline for the work to occur
- Members of the Board of Selectmen can begin brainstorming ideas regarding potential scope and desired member composition for the Commission

**6. Financial Impact:**

When it is determined that a Charter Revision Commission be convened, a number of expenses will need to be budgeted: legal; Commission Clerk compensation; funds for resource persons; other potential needs. We can prepare budget estimates this winter during FY 23/24 budget development.

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

None



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** 2021-2022 Board of Selectmen Goals

2. **Date of Board Meeting:** July 11, 2022

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

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

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

This item is informational for discussion this evening. If after discussion, the Board is prepared to formally adopt its goals, the following motion is in order:

*Move, effective July 11, 2022, to adopt the 2021-2022 Board of Selectmen goals as amended.*

5. **Summary of Submission:**

Selectmen were asked to prioritize goals of most importance to them from a list developed from their December and January goal setting sessions. Selectmen were emailed the attached spreadsheet and asked to spread out a total of 100 points on the topics based on their priorities. The values for each topic were summed up to show the total group's prioritization of the topics.

The Board may wish to further discuss and prioritize their goals prior to adoption.

6. **Financial Impact:**

Ultimately the agreed upon goals assist in setting organizational priorities and policy direction, including guidance that is used during budget development for establishing resource priorities.

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

a) 2021 – 2021 Board of Selectmen Goals for Prioritization - *FORTHCOMING*

2022-2023 SIMSBURY BOARD OF SELECTMEN GOALS - DRAFT

									Total by Topic Area	# of BOS	Notes
Topic Area	Goals	Abbuhl	Askham	Goetz	Mackstutis	Peterson	Wellman	Total			
Financial Management	Engage in long range planning of Capital between BOS, BOF and BOE; incorporate the Town's Facilities Master Plan results.	5	15	10	6	15		51		5	
Financial Management	Explore shared services between Town of Simsbury and Simsbury Board of Education.		10			10	25	45		3	
Financial Management	Improve the Budget Process, reduce redundancies, identify savings and growth opportunities, GFOA best practices, clarity to the public (HG) (WM)			15	7			22		2	recommended addition from Selectman Goetz and FS Mackstutis
Financial Management	Determine how to best utilize the Town's ARPA funds, resulting in a reduction of budget pressures. Communicate with the public regarding use of ARPA funds.		5					5		1	
Financial Management	Identify and promote efficiency improvements.							0		0	
Financial Management	Identify growth opportunities to monetize our assets (focus on use of buildings).							0		0	
Financial Management	Analyze multi-year budget savings to identify potential underlying drivers; identify common trends and incorporate findings into budget development process.							0		0	
Financial Management	Develop and distribute year-round public communications regarding the Town's financial position.							0	123	0	
Public Health and Well-Being	Support the work of the Town's DEI Council and DEI initiatives. Develop a DEI vision for the community and the organization.	10	15				25	50		3	
Public Health and Well-Being	Provide mental health services & resources to the community.		10			20		30		2	
Public Health and Well-Being	Evaluate need for new and existing town committees.					10		10		1	
Public Health and Well-Being	Engage community re: affordable housing needs in Simsbury and incorporate such feedback as appropriate in our plans/programs (AA)	10						10		1	recommended addition from Selectman Abbuhl
Public Health and Well-Being	Support our seniors by engaging in a community survey re: making Simsbury an age-friendly community and incorporate such feedback as appropriate in our plans/program (AA)	5						5		1	recommended addition from Selectman Abbuhl
Public Health and Well-Being	Support and develop DEI initiatives across all boards and commissions (WM)				3			3		1	recommended by FS Mackstutis
Public Health and Well-Being	Explore expanded and affordable housing opportunities (WM)				3			3		1	recommended by FS Mackstutis
Public Health and Well-Being	Use ARPA funds to increase staffing of social workers, both town and schools. Use data to drive service delivery decisions.							0		0	Complete
Public Health and Well-Being	Provide outreach services and support to children after school (focus on middle/early high school age).							0	111	0	
Parks & Recreation	Support work of Pollinator Pathways initiative.	5					25	30		2	
Parks & Recreation	Invest in our athletic fields and facilities.	5	10			15		30		3	
Parks & Recreation	Prioritize filling gaps in trail connectivity - especially Tariffville gap.			10	4			14		2	
Parks & Recreation	Conduct capital improvements to Simsbury Farms within context of Parks and Open Space Master Plan.				3	10		13		2	
Parks & Recreation	Develop vegetation management and land stewardship practices.	5						5		1	
Parks & Recreation	Conduct capital improvements to Tariffville Park within context of Parks and Open Space Master Plan.				3			3		1	
Parks & Recreation	Apply for and explore grant funding for Town-wide assets (WM)				2			2		1	recommended by FS Mackstutis
Parks & Recreation	Explore the Open Space Ranger Program.							0		0	
Parks & Recreation	Apply for grants to and invest in the Performing Arts Center Facility (Simsbury Meadows).							0		0	
Parks & Recreation	Conduct a community and volunteer oriented Town-wide clean-up day.							0	97	0	Complete
Economic Development	Create a MOU with Main Street Partnership (HG) (WM)			15	8			23		2	recommended addition from Selectman Goetz and FS Mackstutis
Economic Development	Promote walkability of downtown.	10	10		1			21		3	

2022-2023 SIMSBURY BOARD OF SELECTMEN GOALS - DRAFT

Topic Area	Goals	Abbuhl	Askham	Goetz	Mackstutis	Peterson	Wellman	Total	Total by Topic Area	# of BOS	Notes	
Economic Development	Draft ordinance regarding the sale of cannabis. Educate Board of Selectmen and the community on the topic.	10			5			15	80	2	recommended addition from Selectman Goetz	
Economic Development	Explore opportunities for boat/river access.	10			1			11		2		
Economic Development	Engage in a charette and rezoning for Tariffville Village to allow/promote business development in this area (HG)			10				10		1		
Infrastructure	Improve cell service in town.				1		25	26		2		
Infrastructure	Explore improvement of crosswalks and intersections throughout Town. Explore options for improving crosswalk in front of Town Hall.	5				10		15		2		
Infrastructure	Continue prioritization and implementation of Facilities Master Plan items. (HG) (WM)			5	6			11		2		recommended addition from Selectman Goetz and FS Mackstutis
Infrastructure	Engage in clean energy initiatives such as electric vehicles, electric charging stations, etc. Pursue grant funding as it becomes available.	5			5			10		2		
Infrastructure	Engage in traffic calming studies and improvements.	5			1			6		2		
Infrastructure	Encourage coordination with utilities when doing large infrastructure projects (i.e. paving, sewers, water, natural gas).							0		0		
Infrastructure	Make improvements to parking areas such as DOT commuter lots, contiguous business parking, parking on Route 10/lined parking on-street							0		0		
Infrastructure	Pursue STEAP funding for reconfiguration of Station Street from 1-way to 2-way.							0	68	0		
Fostering an Engaged, High Quality Workforce	Update the personnel rules and regulations. (HG) (WM)			10	8			18	54	2	recommended addition from Selectman Goetz and FS Mackstutis	
Fostering an Engaged, High Quality Workforce	Create executive coaching & 360 feedback opportunities for employees.	5	5			5		15		3		
Fostering an Engaged, High Quality Workforce	Invest in our workforce through professional development opportunities.	5			2			7		2		
Fostering an Engaged, High Quality Workforce	Engage in an employee satisfaction survey (WM)				7			7		1	recommended addition from FS Mackstutis	
Fostering an Engaged, High Quality Workforce	Facilitate employee engagement opportunities such as a survey or SKIP interviews.		5					5		1		
Fostering an Engaged, High Quality Workforce	Update all job descriptions (WM)				2			2		1	recommended addition from FS Mackstutis	
Public Safety	Conduct SPD and Emergency Services work study and implement changes (HG) (WM)			5	7			12	35	2	recommended addition from Selectman Goetz and FS Mackstutis	
Public Safety	Receive annual updates from Simsbury Volunteer Ambulance Association.		10					10		1		
Public Safety	Evaluate and implement ambulance and emergency response service contract (HG) (WM)			5	3			8		2	recommended addition from Selectman Goetz and FS Mackstutis	
Public Safety	Increase presence and visibility at Simsbury Meadows/Rotary Park.					5		5		1		
Public Safety	Pursue acquiring a service dog.							0		0	In progress	
Public Safety	Evaluate staffing needs such as utilizing civilians to free up officer capacity (i.e. CALEA specialist, traffic engineer).							0		0	In progress	
Transparency & Communication	Improve Town Manager's transparency, communication and accountability (HG)			15				15		1	recommended addition from Selectman Goetz	
Transparency & Communication	Receive proactive updates on projects and staffing needs on an ongoing basis from Town staff to BOS and residents (WM)				4			4	1	recommended addition from FS Mackstutis		
Transparency & Communication	Record all meetings or take well documented minutes of all meetings (WM)				3			3	1	recommended addition from FS Mackstutis		
Transparency & Communication	Equitable access to staff and information for all Selectmen, enhanced liaison reporting (WM)				3			3	1	recommended addition from FS Mackstutis		
Transparency & Communication	Engage in webmaster and website improvements				2			2	27	1		
<b>TOTAL POINTS</b>		100	95	100	100	100	100	595	595			

Notes: Red font indicates new addition not from goal setting sessions. Initials reflect Board member making the addition



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Town Manager Goals July 1, 2022 – June 30, 2023
2. **Date of Board Meeting:** July 11, 2022
3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**  
If the Board of Selectmen is supportive of the Town Manager's goals as presented, the following motion is in order:  
  
*Move, effective July 11, 2022, to adopt the Town Manager's Goals for July 1, 2022 – June 30, 2023 as presented.*
5. **Summary of Submission:**  
The Town Manager's proposed goals were discussed at the Personnel Sub-Committee meeting on July 7, 2022. These goals provide an important framework for the Town Manager and the organization to focus our efforts for the upcoming year. The goals are broken down into categories such as Human Resources & Labor Relations, Economic Development, Financial Management, and Special Projects. When developing this list, the Town Manager also considered the Board of Selectmen's goal setting discussion, departmental and organizational needs, strategic initiatives, and funded capital and CNR projects. This list of goals is both achievable yet aspirational, and provides a framework for the work that will be performed in the current year as well as future years.
6. **Financial Impact:**  
None
7. **Description of Documents Included with Submission:**
  - a) Draft Town Manager Goals, July 1, 2022 – June 30, 2023



# Town of Simsbury

**Town Manager Goals, July 1, 2022 – June 30, 2023**

*Adopted July XX, 2022 by Board of Selectmen*

## **Human Resources/Labor Relations**

<i>Priority</i>	<i>Goal</i>
High	Complete negotiations for successor collective bargaining agreement with Dispatchers; implement compensation and other changes. Implement wage, benefits, and other arbitration award changes for the groups represented by CSEA for the 2019-2023 contract. Initiate negotiations for successor collective bargaining agreement with AFSCME and CSEA.
Medium	Conduct annual leadership retreat, with a focus on creating a diverse workforce and inclusive workplace.
Medium	Engage in employee satisfaction survey (funds permitting).
Medium	Engage in re-writes and updates to the Town's Personnel Rules and Regulations (funds permitting).
Medium	Create executive coaching, 360 review, and other professional development opportunities for staff.
Low	Complete a RFQ for pension and OPEB actuarial services; select vendor.

## **Economic Development**

<i>Priority</i>	<i>Goal</i>
Medium	Working with the Economic Development Commission, conduct visitations and outreach with the business community.
Medium	Assist special villages with initiatives related to special events, infrastructure improvements, and economic development.
Low	Conduct research regarding public gathering permit policies and ordinances. Develop a draft policy.

## **Financial Management**

<i>Priority</i>	<i>Goal</i>
High	Prepare and submit FY 22/23 operating and capital budgets in accordance with Charter timeline requirements. Continue to quantify our baseline and capital needs.
High	Support the Board of Selectmen's priorities by using Federal Recovery funds in a manner that is permissible and consistent with federal guidelines. Support Board of Selectmen Finance Sub-Committee in this work. Implement and audit funded initiatives.
Low	Evaluate opportunities to enhance our capital budgeting and long range planning capabilities.



# Town of Simsbury

Low Continue implementation of our new financial management and human resources software system. Implement electronic timekeeping and leave accruals for our workforce.

## **Special Projects**

<i>Priority</i>	<i>Goal</i>
High	Support the Board's vision for a diverse and inclusive community and workforce through special projects, initiatives, and policies. Support the DEI Council Data Sub-Committee in the completion of a community wide survey, data collection, and analysis project.
High	Continue stewardship and preservation of the Meadowood open space acquisition. Engage in architectural and planning services to rehabilitate the historic tobacco barns. Issue RFP for barn rehabilitation work.
High	Complete update to the 5-year EMS Plan.
Medium	Issue RFQ for staffing study for police services; select vendor. Begin study.
Medium	Issue RFQ for cyber security audit; select vendor. Begin study.
Medium	Evaluate opportunities for sharing services with the Board of Education.
Low	Continue policy and land management review practices for our open space parcels. Develop a PA-490 policy.
Low	Support work related to the pollinator pathways initiative.
Low	Develop a policy or regulations regarding the prohibition of tobacco, vaping, and other similar products on town owned property.
Low	Execute projects and studies that support traffic calming, intersection, and pedestrian crossing improvements.
Low	Implement shared work order system for Public Works and Parks and Recreation.
Low	Support the Library in its implementation of its recently updated 5-year strategic plan.
Low	Begin preliminary work regarding scope, timeline, and member composition for Charter Review.
Low	Assist Board of Selectmen in a comprehensive update to its Rules and Procedures.
Low	Create the tools and infrastructure needed to support the work of the Fair Rent Commission should it be reactivated under recent statutory requirements.



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Resignations from the Conservation Commission/Inland Wetlands & Watercourses Agency

2. **Date of Board Meeting:** July 11, 2022

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

*Maria E. Capriola*

4. **Action Requested of the Board of Selectmen:**  
The following motions are in order:

*Move, retroactive to October 28, 2021, to accept the resignation of James Morrison as a Regular Member of the Conservation Commission/Inland Wetlands & Watercourses Agency.*

*Move, retroactive to June 9, 2022, to accept the resignation of Grant Gritzmacher as an Alternate Member of the Conservation Commission/Inland Wetlands & Watercourses Agency.*

5. **Summary of Submission:**

The Town Clerk has received on June 8, 2022, the resignation of James Morrison (D) as a Regular Member of the Conservation Commission/Inland Wetlands & Watercourses Agency. Mr. Morrison's term was to expire January 1, 2022. Because the vacancy was not created prior to the expiration of the term, it should be considered a regular 4-year term vacancy which may be filled by an individual of either party or unaffiliated.

The Town Clerk has received on June 15, 2022, the resignation of Grant Gritzmacher (D) as an Alternate Member of the Conservation Commission/Inland Wetlands & Watercourses Agency. Mr. Gritzmacher's term was to expire January 1, 2023.

Pursuant to our Charter, since Mr. Gritzmacher is a Democrat, his replacement must be from the same political party.

6. **Financial Impact:**  
None

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

- a) James Morrison's Resignation Letter, dated October 28, 2021
- b) Grant Gritzmacher's Resignation Letter, dated June 9, 2022

## Munroe Trish

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**From:** McGregor George  
**Sent:** Wednesday, June 8, 2022 3:19 PM  
**To:** Munroe Trish  
**Subject:** CC/IWC Resignation -Morrison

Trish:

Please see below the resignation email from James Morrison to Tom Hazel formerly of this department.

He resigned from the Conservation Commission/Inland Wetland Agency 10-28-21

George

George K. McGregor, AICP  
Planning & Community Development Director  
Town of Simsbury  
933 Hopmeadow Street  
Simsbury, CT 06070  
P(860) 658 3252  
[gmcgregor@simsbury-ct.gov](mailto:gmcgregor@simsbury-ct.gov)



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**From:** Margery Winters <[REDACTED]>  
**Sent:** Wednesday, June 8, 2022 3:09 PM  
**To:** McGregor George <[gmcgregor@simsbury-ct.gov](mailto:gmcgregor@simsbury-ct.gov)>  
**Subject:** Fwd: Resignation

----- Original Message -----

**From:** Jim Morrison <[REDACTED]>  
**To:** Hazel Thomas <[thazel@simsbury-ct.gov](mailto:thazel@simsbury-ct.gov)>  
**Cc:** "Margery C. B. Winters" <[REDACTED]>  
**Date:** 10/28/2021 1:28 PM  
**Subject:** Resignation

Hi Tom,

Unfortunately I need to resign my position on the Conservation Commission. My family has decided to move to Lexington, Massachusetts. We loved Simsbury and I thoroughly enjoyed my time on the Commission and working with you.

JUN 15 2022 PM 1:05  
TOWN OF SIMSBURY, CT 06070

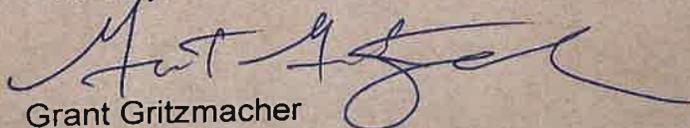
June 9, 2022

Joseph Hollis  
Land Use Specialist  
Town of Simsbury  
933 Hopmeadow Street  
Simsbury, CT 06070

Dear Mr. Hollis,

I, Grant Gritzmacher, hereby tender my resignation as an alternate member of the Conservation Commission/Inland Waterways and Wetlands Commission, effective immediately. Regrettably, my schedule does not permit me to attend meetings regularly.

Sincerely,

  
Grant Gritzmacher



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Resignation of Suzanne Feola from the Simsbury DEI Council
2. **Date of Board Meeting:** July 11, 2022
3. **Individual or Entity Making the Submission:**  
Maria E. Capriola, Town Manager; Trish Munroe, Town Clerk  
*Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**  
The following motion is in order:  
  
*Move, retroactive to May 31, 2022, to accept the resignation of Suzanne Feola as a Regular Member of the Simsbury DEI Council.*
5. **Summary of Submission:**  
The Town Clerk has received on June 30, 2022, the resignation of Suzanne Feola (U) as a Regular Member of the Simsbury DEI Council. Ms. Feola's term was to expire December 4, 2023.  
  
Because Ms. Feola is unaffiliated, the remainder of her vacated position may be filled by a D, R or U and maintain minority representation.
6. **Financial Impact:**  
None
7. **Description of Documents Included with Submission:**
  - a) Suzanne Feola's Resignation Letter, dated June 29, 2022

JUN 30 2022 PM 1:29  
IRISH HUNROE TOWN CLK

Form submission from: Resignation Submission Form  
Simsbury CT via Simsbury CT <cmsmailer@civicplus.com>  
Wed 6/29/2022 10:28 AM  
To:

- Butler Ericka <ebutler@simsbury-ct.gov>

Submitted on Wednesday, June 29, 2022 - 10:28am  
Submitted by anonymous user: 38.126.110.49  
Submitted values are:

Member's Name: Suzanne Feola

Address: [REDACTED]

Phone #: [REDACTED]

Email: [REDACTED]

Type of Member: Regular

Name of Board/Commission: SPIRIT

Effective Date of Resignation: 05/31/2022

Reason for Resignation: Understaffed at work not available

Any Additional Comments:

The results of this submission may be viewed at:

<https://www.simsbury-ct.gov/node/98363/submission/26676>

## **CALL TO ORDER**

The Regular Meeting of the Board of Selectmen was called to order at 6:00 p.m. in the Main Meeting Room of the Simsbury Town Offices and via Zoom. Present were: First Selectman Wendy Mackstutis; Deputy First Selectman Amber Abbuhl; Board members: Heather Goetz, Eric Wellman (via Zoom) and Chris Peterson. Others in attendance included: Town Manager Maria E. Capriola; Public Works Director/Town Engineer Tom Roy; Finance Director Amy Meriwether; Director of Culture, Parks and Recreation Tom Tyburski (via Zoom); Management Specialist Tom Fitzgerald; Emergency Management Director Michael Berry (via Zoom) and Director of Infrastructure & Technology for Simsbury Public Schools Jason Casey (via Zoom) and other interested parties.

## **PLEDGE OF ALLEGIANCE**

Everyone stood for the Pledge of Allegiance.

## **PUBLIC HEARING**

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

There were no participants in attendance. Mr. Peterson made a motion to close the public hearing. Ms. Abbuhl seconded the motion. The motion passed with all in favor.

## **PUBLIC AUDIENCE**

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

No public audience.

## **PRESENTATION**

- a) Juneteenth Proclamation

Ms. Mackstutis read the following Proclamation:

### **Town of Simsbury Juneteenth Proclamation**

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

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

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

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

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

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

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

Mr. Peterson made a motion effective, June 13, 2022, to endorse a Proclamation in honor of Juneteenth. Ms. Goetz seconded the motion. All were in favor and the motion passed.

b) Diversity, Equity, and Inclusion Council Update

Ms. Kodak shared recent activity by the DEI Council including recent events hosted. She also provided a Housing Subcommittee update. She stated that they received a grant from the Hartford Foundation for one year for public engagement in inclusive housing. She shared that they are now holding stakeholder meetings, doing a housing survey, educational events, having a community forum and creating a report with their findings (hopefully by the end of the year) to the BOS and Hartford Foundation. The Council’s next steps were discussed along with how the BOS can support them.

An overview of the Data Subcommittee of the DEI Council was provided. In September 2020, the BOS passed a resolution declaring racism a public health crisis. The subcommittee focuses on opportunities to further advance racial equity in education, housing, health, food security and criminal justice. The first round of funding was discussed, stating that they were approved for \$3,000 in funding in early spring 2021 and their final report was submitted in November. The final report highlights were discussed. The next step recommendations include: conducting a revamp of the survey that would collect demographic data, partner with the police department to get disaggregated data on demographics of incident reports, arrests, etc., reach out to schools to get data on demographics of free and reduced lunch plans, examine the density of primary care services and specialty care services to determine if there is a shortage of providers, and to conduct focus group interviews with non-residents to learn why they chose other towns. The next round of funding was discussed, in early May they submitted a final draft to the Town Manager’s office asking for support to move forward with posting the RFQ for the next phase of funding. The Council provided an update of what to anticipate for the future including: a much larger scale data collection, requesting support to move RFQ process forward, working with the Steering Committee and town leaders to establish DEI-related goals and funding needs going forward.

**FIRST SELECTMAN’S REPORT**

Ms. Mackstutis, First Selectman, reviewed her First Selectman’s Report.

**TOWN MANAGER’S REPORT**

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

**LIAISON AND SUB-COMMITTEE REPORTS**

- a) **Personnel** – no report at this time.
- b) **Finance** – no report at this time.
- c) **Public Safety** – no report at this time.
- d) **Board of Education** –no report at this time.

**SELECTMEN ACTION**

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

Ms. Abbuhl made a motion effective June 13, 2022, to adopt the proposed revisions to the Solid Waste Ordinance (Chapter 133) as presented, which shall be effective 21 days after publication in a newspaper having circulation within the Town of Simsbury. Further move to authorize a summary of the adopted ordinance be published. Mr. Peterson seconded the motion. All were in favor and the motion passed.

**b) Proposed Transfer Station Fee Schedule**

Mr. Roy shared that Paine’s is the Town’s contractor for the transfer station and given the fact their contract was bid three years ago, they are now looking to make a modest modification to their fee structure due to the increase in disposal costs and transportation costs due to fuel increases.

Ms. Goetz made a motion effective, July 1, 2022, to adopt the Bulky Waste (Transfer Station) Fee Schedule as presented. Mr. Wellman seconded the motion. All were in favor and the motion passed.

**c) Accessible Parking Awareness Month**

Ms. Abbuhl shared that they started the Accessible Parking Awareness program in 2012 to remind people to not park in the handicap parking spots and also to make them aware regarding the space around the spots. The fines for parking in these spaces has increased, the maximum fine can be \$250.

Ms. Mackstutis made a motion effective June 13, 2022, to designate June of 2022 as Accessible Parking Awareness Month in the Town of Simsbury. Mr. Peterson seconded the motion. All were in favor and the motion passed.

**d) Reappointment of Mike Berry as Emergency Management Director**

Ms. Capriola stated that Mr. Berry has served our community with care and dedication over the past two years and thanked him for his service.

Mr. Peterson made a motion effective July 1, 2022, to re-appoint Michael Berry as the Emergency Management Director for the Town of Simsbury. This designation shall remain in effect until revised, rescinded, or Mr. Berry’s separation for service, whichever comes first. Ms. Goetz seconded the motion. All were in favor and the motion passed.

**e) Tax Refund Requests**

Ms. Abbuhl made a motion effective June 13, 2022 to approve the presented tax refunds in the amount of \$764.61, and to authorize Town Manager, Maria E. Capriola, to execute the tax refunds. Ms. Goetz seconded the motion. All were in favor and the motion passed.

**f) Authorize the Board of Education to apply for a Connecticut school construction grant for the partial roof replacement projects at Tariffville elementary School and Central Elementary School; referral of the projects to the Public Building Committee and authorization of preparation of schematic drawings and specifications**

Ms. Capriola shared that when they have school projects where a portion is eligible for reimbursement by the State they do require a series of motions as they are headed into that project.

Mr. Peterson asked if it is a flat 15% reimbursement from the State. Ms. Capriola stated that it depends on the type of the project as there are different reimbursement levels.

Ms. Goetz made a motion:

- a. "RESOLVED that the Board of Selectmen authorizes the Town of Simsbury Board of Education to apply to the Commissioner of Education and to accept or reject grants for the Tariffville Elementary School and Central Elementary School Partial Roof Replacement Projects."
- b. "RESOLVED that the Board of Selectmen hereby establishes the permanent Public Building Committee as the building committee to the proposed Tariffville Elementary School and Central Elementary School Partial Roof Replacement Projects."
- c. "RESOLVED that the Board of Selectmen authorizes the preparation of schematic drawings and outline specifications for the proposed Tariffville Elementary School and Central Elementary School Partial Roof Replacement Projects."

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

**g) Supplemental Appropriation –Golf Equipment Purchase**

Mr. Tyburski shared that the Golf Maintenance Fund was set-up in 2016 to cover expenses like this. He shared that they would be replacing a 2006 Jacobsen mower as it is very difficult to get parts for it.

Mr. Peterson made a motion effective June 13, 2022, to approve a supplemental appropriation for the purchase of a Golf Course Mower in the amount of \$29,500, with funding from the Golf Maintenance Equipment Surcharge Account. Ms. Abbuhl seconded the motion. All were in favor and the motion passed.

**h) Supplemental Appropriation – Meadowood Barn Demolition**

Ms. Capriola shared that this is a request that came from the Board of Finance. Since acquiring the Meadowood property there have been two barns which have been deemed to be unsafe and needed to be demolished. The demolition of the barns was not anticipated within the original scope of the capital project. While bond counsel advised that the expenses could be charged to the capital project, there is not sufficient funding in the appropriation. They are recommending this be charged to the capital reserve fund.

Mr. Peterson made a motion effective June 13, 2022, to approve an appropriation for the Meadowood Barn demolition and legal expenses in the amount of \$41,000 as presented and to create a capital project for the Meadowood barn demolition. Ms. Abbuhl seconded the motion. All were in favor and the motion passed.

**i) Supplemental Appropriation Request – Simsbury Housing Authority**

Ms. Mackstutis stated that they used most of the ARPA funds for capital projects, however, they also had a few projects that were not ready at the budget time. The Housing Authority has provided a list of needs in order of priority, the appropriation would fund the top three most urgent needs.

Ms. Abbuhl made a motion effective June 13, 2022 to approve a supplemental appropriation for funding for the Simsbury Housing Authority in the amount of \$100,000. Ms. Goetz seconded the motion. All were in favor and the motion passed.

**j) Supplemental Appropriation Request – Non-Profit Grant Program**

Ms. Mackstutis shared that one of the original ideas when they were discussing the ARPA funds was to create a non-profit grant program to help them recover from the pandemic. If approved by the Board of Finance, it would allow 501(c)(3)s to apply for a grant of up to 10k, the application window would be open for a month and they would be screened by the Finance subcommittee and they would hope to deliver a packet to the BOS. There is still information they need to run by the Town’s Attorney such as what type of follow-up they need to do regarding the funds awarded. She is hoping at the next meeting they will be able to announce the program and have all the correct forms in place.

Ms. Goetz made a motion effective June 13, 2022, to approve a supplemental appropriation for funding for the 501 (c)(3) Non-Profit Grant Program in the amount of \$150,000. Mr. Peterson seconded the motion. All were in favor and the motion passed.

**k) Property Appraiser Classification**

Ms. Capriola shared that in the current year budget there was funding for a temporary part-time property appraiser position, however, given the labor market particularly in Connecticut and in the municipal space, they were unable to recruit someone part-time temporary. The upcoming budget for July 1, 2022 does include funding for this position to be full-time.

Ms. Abbuhl made a motion effective June 13, 2022, to create the classification of Property Appraiser and to approve the proposed job description as presented and further move to establish an hourly rate of pay for the position between \$37.09 - \$44.32. Mr. Peterson seconded the motion. All were in favor and the motion passed.

**l) IT Manager Job Description**

Ms. Capriola shared that this job description has not been updated in over 25 years, the Union is also supportive of this change.

Ms. Goetz made a motion effective June 13, 2022, to approve the revised job title and job description for the Information Technology Director position as presented. Mr. Peterson seconded the motion. All were in favor and the motion passed.

**m) Youth and Family Social Worker Classification**

Ms. Capriola shared that this will round out the remainder of their positions that were newly created and authorized for July 1<sup>st</sup>. The position would be classified as exempt so the salary data was provided.

Ms. Abbuhl made a motion, effective June 13, 2022, to create the classification of Youth and Family Social

Worker and to approve the proposed job description as presented and further move to establish a salary rate of pay for the position between \$72,059 - \$86,119. Mr. Peterson seconded the motion. All were in favor and the motion passed.

**n) Successor Collective Bargaining Agreement Between the Town and CSEA Secretarial, Clerical, and Library Employees, July 1, 2019 – June 30, 2023**

Ms. Capriola shared that they have reached a tentative agreement with their clerical union for a successor collective bargaining agreement. The union’s ratification meeting occurred on June 10<sup>th</sup> and they did vote to ratify the agreement. A few highlights: it is a four year agreement, the general wage increases are comparable to their other internal groups, and it is also consistent with their external data. They also were successfully able to negotiate some changes in benefits as well. This covers 17 full-time employees and 19 part-time employees.

Ms. Goetz made a motion effective June 13, 2022, to authorize Town Manager Maria E. Capriola to execute the proposed successor Collective Bargaining Agreement between the Town of Simsbury and CSEA Clerical, Library, and Secretarial Employees, July 1, 2019 - June 30, 2023, which shall enter into effect retroactively from July 1, 2019 and expire on June 30, 2023. Mr. Peterson seconded the motion. All were in favor and the motion passed.

**o) Successor Collective Bargaining Agreement Between the Town and CSEA Supervisors, July 1, 2019 – June 30, 2023**

Ms. Capriola shared that this includes the highlights previously discussed. This is a much smaller group of staff members and includes division heads and department directors.

Ms. Abbuhl made a motion effective June 13, 2022, to authorize Town Manager Maria E. Capriola to execute the proposed successor Collective Bargaining Agreement between the Town of Simsbury and CSEA Supervisors, July 1, 2019 - June 30, 2023, which shall enter into effect retroactively from July 1, 2019 and expire on June 30, 2023. Ms. Goetz seconded the motion. All were in favor and the motion passed.

**p) Recycling Committee Proposal**

Ms. Mackstutis shared that the former Recycling Committee had interest in running the Swap Shop at the Transfer Station and wanted to make sure they could do that. She met with Mr. Roy and Ms. Turner and they came up with a proposal that was agreeable to reconstitute the Recycling Committee so they could perform their functions and they relate to the Swap Shop. They will meet twice a year with Mr. Roy and Ms. Mackstutis as liaisons to the Committee.

Mr. Peterson made a motion effective June 13, 2022, to approve the creation of the Recycling Committee as presented. Ms. Abbuhl seconded the motion. All were in favor and the motion passed.

**APPOINTMENTS AND RESIGNATIONS**

**a) Recycling Committee Appointments**

Mr. Peterson made a motion effective June 13, 2022, to appoint Joe Daly as a Regular Member of the Recycling Committee with a term expiring on December 4, 2023, move, effective June 13, 2022, to appoint Susan Ray as a Regular Member of the Recycling Committee with a term expiring on December 4, 2023, and move, effective June 13, 2022, to appoint Mary Turner as a Regular Member of the Recycling Committee with a term expiring on December 4, 2023.

Move, effective June 13, 2022, to appoint Rosemary Fusco as a Regular Member of the Recycling Committee with a term expiring on December 4, 2023. Ms. Abbuhl seconded the motion. All were in favor and the motion passed.

### **REVIEW OF MINUTES**

#### **a) Regular Meeting of May 23, 2022**

No changes were made to the May 23, 2022, Regular Meeting Minutes. Ms. Mackstutis declared the minutes approved and requested that they be put on record.

### **EXECUTIVE SESSION**

Mr. Peterson made a motion to adjourn to Executive Session pursuant to General Statutes Section 1-200(6)(D): Possible Purchase of a Parcel of Land (56 Wolcott Road) at 7:46 p.m. and to include Town Manager Maria E. Capriola; Public Works Director Tom Roy; Town Attorney Bob Decrescenzo, and all Board members. Ms. Goetz seconded the motion. All were in favor and the motion passed.

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

Ms. Abbuhl made a motion to adjourn from Executive Session at 8:06 p.m. Ms. Goetz seconded the motion. The motion passed with all in favor.

### **ADJOURN**

Ms. Abbuhl made a motion to adjourn at 8:06 p.m. Mr. Peterson seconded the motion. All were in favor and the motion passed.

Respectfully submitted,  
Heather Taylor  
Clerk



## Lower Farmington and Salmon Brook Wild and Scenic Committee

### FY22 Update

#### **What is the Lower Farmington River and Salmon Brook Wild and Scenic Committee?**

It is the advisory river management committee that resulted from the waterways' federal designation as Partnership Wild and Scenic Rivers in 2019. LFSWS is made up of a town-appointed representative and alternate from each partner town (Avon, Bloomfield, Burlington, East Granby, Farmington, Granby, Hartland, Simsbury and Windsor), representatives from the Farmington River Watershed Association, the Pequabuck River Watershed Association and the Salmon Brook Watershed Association, Stanley Black & Decker, the Connecticut Department of Energy and Environmental Protection and the National Park Service.

#### **What is the purpose of the Committee?**

The Lower Farmington River and Salmon Brook Wild and Scenic Committee's (LFSWS) purpose is to lead and coordinate implementation of the Management Plan, keeping track of changes in and along the River and Brook and supporting relevant projects. As an advisory Committee, its responsibilities include

- addressing river-related issues.
- reviewing and updating the Management Plan.
- promoting public involvement and education.
- promoting river and brook enhancement initiatives, dispersing the federal funding provided.
- reporting to the member towns and organizations on the Committee's activities.
- preparing periodic status reports.

### **Current LFSWS Activities October 1, 2021 through May, 2022**

The work of the Lower Farmington River and Salmon Brook Wild and Scenic Committee is mainly focused in two areas. One is Education and Outreach through which LFSWS seeks to provide the public with information on the resources of the river and how they can be protected, and to engage individuals, community groups and the Lower Farmington River and Salmon Brook Wild and Scenic towns in efforts to protect the two watercourses.

The Resource Protection Subcommittee is responsible for obtaining and making available up-to-date information on the water quality, biological diversity and historical and archaeological resources (the cultural landscape). As the climate, and conditions along and in the river change, knowing the current status of resources with the hope of having them safeguarded, is very important.

## **Education and Outreach Projects**

### **Grants**

- LFSWS awarded \$5,050 to the Simsbury Free Library for a Farmington River Canal Aqueduct Display to be open for viewing by the public.
- LFSWS awarded \$3,500 to Avon Historical Society and its partners, the Avon Free Library and the Avon Senior Center, sponsoring the Unearthing History series, a virtual event available to the public at no cost.
- LFSWS awarded \$1200 to Bloomfield to contract with a geosystems firm to collect trail data and create trail maps for the Farmington River Park.
- LFSWS provided funding up to \$3,500 for \$100 scholarships for Wild and Scenic town employees to attend the Green Snow Pro program to learn how to use reduced amount of salt while maintaining safe streets in snow storms.

### **Contracts**

- LFSWS contracted with QuinnEcological for a program at Simsbury Public Library on his study of reptiles and amphibians along the Farmington River in Simsbury in FY21. (\$250)
- LFSWS contracted with Joshua Mead to conduct a Needs Assessment with the lower Farmington River and Salmon Brook to better understand how LFSWS might be able to provide assistance. (\$6,300)
- LFSWS contracted with William Winchester to build two informational kiosks. (\$8,800)
- LFSWS contracted with FRWA/Judah Shingleton for updated recreation maps of the Lower Farmington River and Salmon Brook. These maps appear on the LFSWS website ([www.lowerfarmingtonriver.org](http://www.lowerfarmingtonriver.org)) and can be produced as signs for use on kiosks. (\$750)
- LFSWS contracted with Roaring Brook Nature Center to update the four panels of the Roaring Brook Nature Center exhibit about upper and lower Farmington River and about the two Wild and Scenic designations. (\$1,600)

## **Resource Protection Projects**

### **Grants**

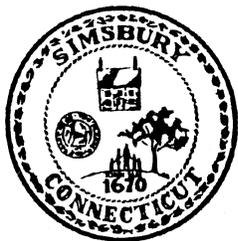
- LFSWS awarded \$3,000 to the Town of Avon to complete clearing of the trail along the river at Fisher Farms. This is in addition to \$6,000 covering work in the summer of 2021.
- LFSWS awarded \$5,750 to Trinity College/Susan Masino to support the development of a local tool for land and water protection for “Basin -Based Biodiversity” to use as a strategic plan for protecting critical natural resources. This project will include the three LFSWS town that were not included in the Farmington Valley Biodiversity Project, Bloomfield, Hartland and Windsor.
- LFSWS awarded \$1,250 to the North Atlantic Aquatic Connectivity Collaborative (NAACC) supporting its culvert survey program.
- LFSWS awarded \$4509 to the Avon Land Trust for the demolition of a dilapidated building and creation of a picnic area at its newly acquired property on the lower Farmington River.

### **Contracts**

- LFSWS contracted with the Farmington River Watershed Association for Water Quality Monitoring. (\$27, 600)
- LFSWS contracted with Biodiversity, LLC (Ethan Nadeau) for a Supplemental Field Study in the summer of 2022 of Freshwater Mussels of the Lower Farmington River and Salmon Brook. This was

needed because the larger study, done in the summer of 2021, only found one individual of the federally endangered dwarf wedgemussel. The hope is that an intensive study in Simsbury and Avon, which were considered dwarf wedgemussel strongholds in the early 2000s, will locate populations that were not found in 2021 (\$6,895)

- LFSWS contracted with Quinn Ecological for two Amphibian and Reptile Critical Habitat Analyses, one along the lower Farmington River and one along Salmon Brook to be completed in the summer of 2022. These involve GIS desk analysis and follow up field work. (\$23,000)
- LFSWS contracted with Jay Kaplan of Roaring Brook Nature Center for a Bird Survey of the Lower Farmington River and Salmon Brook. The deliverables are to include list of all species found, specific details on threats to birds in the survey area and ways to improve and/or maintain good bird habitat. (\$4450)
- LFSWS contracted with a landscaping company to control Oriental bittersweet vines at Alsop Meadow in Avon. (\$5000)



# Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

## MEMORANDUM

**To:** Board of Selectmen  
**From:** Maria Capriola, Town Manager  
**Cc:** George McGregor, Planning Director; Laura Barkowski, Code Compliance Officer; Tom Tyburski, Director of Culture, Parks and Recreation; Nick Boulter, Chief of Police; Chris Davis, Deputy Chief of Police; Greg Samselski, Police Lt.; Tom Roy, Director of Public Works/Town Engineer; Patrick Tourville, Fire Marshal  
**Date:** June 13, 2022  
**Subject:** Administrative Approval of Public Gathering Permits

This memo is to inform the Board of Selectmen of public gathering permits that I have approved via an administrative approval.

Staff from Planning, Police, Culture, Parks and Recreation, Public Works, the Fire District, and the Farmington Valley Health District reviewed the applications to ensure compliance and safety measures were addressed prior to approval. Following completion of that process, the following public gathering permits have been approved by me:

Name of Event	Location	Date	Type
100 Women of Color Gala & Awards	PAC	June 24, 2022	Gala/Awards Ceremony
Nutmeg Dance Recital	PAC	June 25, 2022	Recital
Canoe & Kayak Race*	Farmington River at Curtiss Park	July 4, 2022	Recreational Water Event
100 Men of Color Black Tie Gala & Awards	PAC	August 12, 2022	Gala/Awards Ceremony

Should you have any questions or concerns about the applications listed above, please contact me so staff and I can help answer those questions.

\*Please note that as with past river events, the event will not proceed if the river exceeds 7 feet on the scheduled day of the event.



# Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

## MEMORANDUM

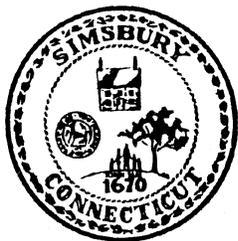
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Name of Event	Location	Date	Type
Talcott Mountain Music Festival	PAC	July 1, 2022 (July 2 rain date) July 8, 2022 July 15, 2022 July 22, 2022 July 29, 2022 (July 30 rain date)	Concert Series

Should you have any questions or concerns about the applications listed above, please contact me so staff and I can help answer those questions.



# Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

## MEMORANDUM

**To:** Board of Selectmen  
**From:** Maria Capriola, Town Manager  
**Date:** July 7, 2022  
**Subject:** Town Manager's FY 21/22 Performance Review Timeline

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Following discussion with the Personnel Sub-Committee, the following timeline is planned for the Town Manager's FY 21/22 Performance Review Process:

- July 29, 2022: the Town Manager submits an update on progress towards the prior year's goals.
- August 5, 2022: Town Manager 360 review completed.
- August 12, 2022: The Town Manager will complete a self-review following completion of the 360 review process. Results of 360 review shared with BOS.
- August 13 through September 9, 2022: the Board of Selectmen completes a review of the Town Manager utilizing an online tool.
- September 10 through September 27, 2022: the First Selectman (Personnel Sub Chair) prepares a draft review based on responses received from the online review. The Personnel Sub-Committee assists with this draft.
- September 28, 2022: the Board of Selectmen meets and reviews the report drafted by the Personnel Sub-Committee.
- October 12, 2022: the Board of Selectmen meets with the Town Manager to discuss the review.

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