



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

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SIMSBURY BOARD OF SELECTMEN
Regular Meeting – November 8, 2021 – 6:00 p.m.
Virtual Meeting

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

- a) Short-Term Rental Ordinance
- Email townmanager@simsbury-ct.gov by noon on Monday, November 8, 2021 to register to address the Board of Selectmen live through Zoom
- Written comments can be emailed to townmanager@simsbury-ct.gov. Written comments for the public hearing will be read into the record.

PUBLIC AUDIENCE

- Email townmanager@simsbury-ct.gov by noon on Monday, November 8, 2021 to register to address the Board of Selectmen live through Zoom
- Written comments can be emailed to townmanager@simsbury-ct.gov. Written comments will not be read into the record, but forwarded to all Selectmen via email

PRESENTATION

- a) EDC Annual Report

FIRST SELECTMAN'S REPORT

TOWN MANAGER'S REPORT

SELECTMEN ACTION

- a) Tax Refund Requests
- b) Donation from Archdiocese of Hartford
- c) Proposed Acceptance of Greater Hartford Transit District Dial-A-Ride Assistance Grant
- d) FY 2021 Homeland Security Grant Program
- e) Proposed Use of Ellsworth Trust for Downtown Simsbury and Tariffville Beautification - Holiday Lighting
- f) Supplemental Appropriation Request – Emergency Repairs to Owens Brook Open Space Parcel
- g) Firetown Road and Barndoor Hills Road Bridges over Bissell Brook – Grant Agreement
- h) Public Gathering Permit – Simsbury Performing Arts Center – Memorial Ceremony
- i) Proposed Short-Term Rental Ordinance
- j) National Opioid Settlement Opt-In

REVIEW OF MINUTES

- a) Regular Meeting of October 13, 2021

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

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

COMMUNICATIONS

- a) Memo from M. Capriola, re: Public Gathering Permit, dated October 7, 2021
- b) Memo from L. Karim, re: Library DEI work, dated October 11, 2021
- c) Memo from T. Tyburski, re: Connecticut Bobcat Program, dated November 1, 2021

EXECUTIVE SESSION

- a) Pursuant to General Statutes Section 1-200(6)(D): Possible Purchase of a Parcel of Land (56 Wolcott Road)
- b) Pursuant to General Statutes Section 1-200(6)(E): Attorney Client Privileged Document and Documents that Constitute Exempt Records under Section 1-210(5)(A)(B): Request for Approval of Assignment of the ISCC Ground Lease

ADJOURN



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Public Hearing – Short-Term Rental Ordinance
2. **Date of Board Meeting:** November 8, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Mike Glidden, Director of Planning and Community Development; Tom Fitzgerald, Management Specialist; Henry Miga, Building Official
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
No action is needed during the public hearing, except to close the public hearing once completed.

Later in the evening, the Board may opt to adopt the proposed Short-Term Rental Ordinance during the item on the agenda under Selectmen action.

5. **Summary of Submission:**
At your October 13, 2021 meeting, the Board of Selectmen scheduled a public hearing to receive public comment on the Proposed Short-Term Rental Ordinance for 6:00pm on Monday, November 8, 2021. This public hearing is required by Town Charter.

The public hearing notice is attached.

6. **Financial Impact:**
N/A
7. **Description of Documents Included with Submission:**
 - a) Public Hearing Notice

**TOWN OF SIMSBURY
PUBLIC HEARING NOTICE**

Public Hearing Date: Monday, November 8, 2021 at 6:00 p.m.

Notice is hereby given pursuant to Section 404 of the Charter of the Town of Simsbury that the Board of Selectmen will hold a public hearing on Monday, November 8, 2021 at 6:00 p.m. to receive public comment concerning a proposed ordinance, Short-Term Rental Ordinance. Copies of the proposed ordinance can be found on the Town of Simsbury's website, www.simsbury-ct.gov on the Board of Selectmen's page. Hard copies are available at the Town Clerk's Office, 933 Hopmeadow Street, Simsbury, CT. Members of the public may register to address the Board of Selectmen live through Zoom by emailing townmanager@simsbury-ct.gov by 12:00pm on November 8, 2021. Alternatively, members of the public may email statements to townmanager@simsbury-ct.gov by 12:00 p.m. on November 8, 2021 to have their comments read into the record at the hearing.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Economic Development Commission Annual Report
2. **Date of Board Meeting:** November 8, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Melissa Appleby, Deputy Town Manager; Bob Crowther, Economic Development Commission Chair
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
No action requested at this time. This item is informational.
5. **Summary of Submission:**
The Economic Development Commission (EDC) Ordinance requires that the EDC present annually to the Board of Selectmen by October 31st, and that the Board of Selectmen provide direction to the EDC annually by November 30th. Due to the cancellation of the regularly scheduled meeting of October 25th this report was emailed to all Board of Selectmen members on October 29th to meet the requirement of the Ordinance and is being presented tonight.

Excerpted language, Chapter 9 Section 5 of the Simsbury Code of Ordinances states:

A. On or before the 31st day of October each year, the Commission shall prepare and submit to the Board of Selectmen an annual report of its activities and, if applicable, recommendations for improving the economic condition and development of the Town. The Commission may be asked from time to time to present more frequent reports of its activities and to appear before the Board of Selectmen to report on those activities.

B. The Board of Selectmen will provide direction and goals to the Commission on an annual basis on or before the 30th day of November each year.

The Board of Selectmen adopted a 2020-2021 work plan for the EDC (attached) with four main areas of focus: business incentives; marketing; business outreach; and supporting entrepreneurs. This evening, EDC Chair Bob Crowther will provide an overview of the Commission's activities over the last year. A summary of their activities and observations is provided as an attachment, along with documentation related to the task in the 2020-2021 work plan titled "Develop a plan for co-working space" ("Supporting Entrepreneurs" work stream).

The EDC has prepared suggestions for 2021-2022 work plan activities (attached), which will be on your November 22, 2021 agenda. Based on the Board's meeting schedule,

the 2020-2021 EDC work plan should be finalized by the Board of Selectmen no later than November 22, 2021.

6. **Financial Impact:**

Per the 2020-2021 adopted work plan, the EDC developed the attached co-working proposal. As currently proposed, implementation of this project includes an initial cost of \$8,805 with future operating costs estimated at \$5,000 annually. This initiative could potentially be funded with ARPA funds as it would assist with business recovery from the pandemic. The ARPA work group has not yet reviewed this proposal.

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

- a) Economic Development Commission 2020-2021 Annual Report with Co-Working Proposal
- b) Economic Development Commission 2020-2021 Adopted Work Plan
- c) Economic Development Commission 2021-2022 Draft Work Plan

Town of Simsbury Economic Development Commission

Yearly Update

October 2020 – September 2021

Agenda

- Review the Economic Development Commission (EDC) Mission & Team Members
- Discuss the Role of the EDC and Economic Development in Simsbury
- Review existing Workstream Projects and Team Assignments
- Review Accomplishments from 10/20 – 9/21
- Discuss Plans for next 6-12 Months
- Q&A Session

Economic Development Commission (EDC) Mission & Team Members

- *EDC Mission Statement*
 - *The Commission shall serve as an advisory board to the Board of Selectman. The purpose of the Commission shall be to promote and develop the economic resources of the Town and to advance the Town's economic development goals as defined by the Board of Selectman. The Commission shall be empowered to conduct research into economic conditions and trends, and to collaborate with community organizations which promote economic development.*
- *Current Team Members*
 - Bob Crowther - Chair, Business Outreach, liaison to Sustainability Committee & Design Review Board
 - Tom Earl – Vice Chair, Business Incentives and Business Outreach, liaison to Planning and Land Use for Development projects & Spirit Council
 - Brooke Freeman Marketing, liaison to Simsbury Mainstreet Partnership Program
 - Ron Jodice –Supporting Entrepreneurs, liaison to Zoning Commission, Short-Term Rental Ordinance Committee member
 - Peter Van Loon – Business Incentives, Supporting Entrepreneurs, Business Development Incentive Committee member
 - Charmaine Seavy – Marketing, Business Outreach, liaison to Tourism & Simsbury Mainstreet Partnership Program
- *Staff Members, Ex-Officio Members, and Community Partners*
 - Maria Capriola - Town Manager and ex-officio member
 - Melissa Appleby - Deputy Town Manager
 - Mike Glidden - Director of Planning & Community Development
 - Tom Fitzgerald – Management Specialist
 - Morgan Hilyard - Director of Simsbury Chamber of Commerce
 - Sarah Nielsen – Executive Director of Main Street Partnership
 - Bill Rice – ex officio member from the Planning Commission
 - Diane Madigan – ex officio member from the Zoning Commission
 - Andrew Sherman – Simsbury Library Business and Career Center Coordinator
 - Jackie Battos – Board of Selectmen representative and ex-officio member

EDC Framework

- EDC Ordinance adopted August 2018
- EDC required to report annually to the Board of Selectmen on its activities by October 31st
- Board of Selectmen provides direction and goals to the EDC annually on or before November 30th
- Board of Selectmen adopts an annual work plan for the EDC in November, with EDC feedback
 - Four work streams: business incentives, business outreach, marketing and supporting entrepreneurs

EDC 2020-2021 Adopted Work Plan

Work Stream	Task	Person/People	Status
Business Incentives	Complete research on business incentives. Provide recommendations/update Business Incentive Policy.	Peter Van Loon, Tom Earl Staff: Maria Capriola, Melissa Appleby	Policy adopted by BOS February 2021. Project complete.
Marketing	Complete marketing materials refresh for tourism, real estate, and business recruitment purposes.	Brooke Freeman, Charmaine Seavy Staff: Sarah Nielsen	Survey and focus groups completed. Marketing materials refresh underway.
Business Outreach	Conduct business outreach. Collect and track feedback.	Bob Crowther, Charmaine Seavy, Tom Earl Staff: Maria Capriola, Melissa Appleby, Mike Glidden, Tom Fitzgerald	Ongoing; conducting visits virtually due to the pandemic. Met with non-profits, education, and faith based organizations related to pandemic recovery.
Business Outreach	Implement EDC member shadow program for development projects.	Tom Earl, Peter Van Loon Staff: Mike Glidden	Ongoing
Business Outreach	Assist with gathering feedback on wayfinding signage needs (type, location, etc).	To be Determined (2) Staff: Sarah Nielsen	Project funded through FY 20/21 Year End Transfers and reassigned to Public Works with assistance from Main Street.
Support Entrepreneurs	Support infrastructure for entrepreneurs. Promote access to business resources, information, and infrastructure.	Peter Van Loon, Ron Jodice Staff: Andrew Sherman	Ongoing
Support Entrepreneurs	Develop a plan for co-working space.	Peter Van Loon, Ron Jodice, Tom Earl Staff: Andrew Sherman, Morgan Hilyard	Proposal endorsed by EDC and submitted to Town Manager's Office; awaiting discussion on funding as part of ARPA work group.

Business Incentives – Update Business Incentive Policy

- EDC Leads –Tom Earl, Peter van Loon, Maria Capriola, Melissa Appleby, Mike Glidden
- Completed research on business incentives. Provided recommendations to the Board of Selectmen to update the Business Incentive Policy.
- Replacement policy, Fee Waiver and Tax Abatement Program Guidelines, adopted by the Board of Selectmen February 2021.
- Submitted to Board of Selectmen aspirational economic development strategies to attract and retain businesses.
- Project now complete.

Business Outreach – The process continues to be modified to determine a “best fit” approach to reaching our business clients

- EDC Leads – Bob Crowther, Tom Earl, Charmaine Seavy, Maria Capriola, Melissa Appleby, Mike Glidden, Tom Fitzgerald
- Business Outreach to top taxpayers
 - Mitchell Auto – 10/20
 - Dyno Nobel – 10/20
 - Landworks Development – 10/20
 - EBAD – 11/20
 - McLean – 11/20 and 05/21
 - Curaleaf – 05/21
 - Andreo Family - 09/21
- Due to COVID, needed to shift to virtual visits.
- Staff and EDC members complete follow-ups for businesses

The EDC did a follow up set of interviews in 2021 from the 2020 Long-term Recovery program to see how Non-profit organizations fared through the Pandemic

Interview Findings Summary

- **Social Service Organizations (Simsbury Department of Social Services, Gifts of Love)**
 - Food insecurity throughout the Pandemic has generated an increased demand for public giving. The people of Simsbury have stepped up!
 - Gifts of Love & DSS saw an increase in demand for services with DSS experiencing a doubling of demand.
 - This demand was met through the generosity of the community with monetary, clothing and food donations.
 - Gifts of Love volunteer numbers were down, so made adjustments with existing staff to continue to provide necessary services
 - DSS made adjustments to Senior Center activities, moving to more outdoor programming and supporting efforts to vaccinate Seniors
 - Gifts of Love has been able to maintain the “Backpack” food program to 275 needy students in the Farmington Valley
 - Foodshare Mobile Van provides meals to over 100 people every 2 weeks with volunteer help from members of First Church

- **Private Schools (Westminster, Ethel Walker)**
 - Westminster
 - Had a strong year of education through in-class teaching supported by extensive Covid testing
 - Competitive sports were cancelled due to COVID restrictions
 - Applications broke records and student enrollment set a record of over 400 students
 - Annual giving reached record levels through strong alumni and parent support
 - All students and faculty must be vaccinated for this school year
 - Ethel Walker
 - Very challenging year, able to stay open all year with no Covid cases until late year cluster
 - Required PPE loan to maintain full employment
 - Teachers and students worked through the challenges difficulties to have a productive year
 - All students and faculty must be vaccinated for this school year
 - Found support through strong community of like schools helping each other sharing ideas and information

- **Churches (Methodist Church, Covenant Presbyterian, Farmington Valley Jewish Congregational)**
 - All stated it was a challenging year, had to make adjustments (i.e. Zoom services) but were able to work through the issues
 - All used PPE loans and membership financial support to effectively manage operations and budgets through out the year
 - Able to maintain membership numbers
 - Presbyterian Church leveraged outdoor setting and large indoor facility to provide more in-person services. While membership numbers were stable, the mix of member changed.
 - Methodist Church went through a reflection of “what we do, why we do it”. They came out stronger in the end and feeling positive about the future.
 - Jewish Synagogue able to hold larger events with limitations. Feel they are coming out this difficult time stronger.

Marketing – Working with Dornenburg & Kallenbach Advertising, the team has completed the initial “fact-gathering” process to refresh the Marketing Brand message for the Town of Simsbury

- EDC Leads – Sarah Nielson from SMSP with support from Brooke Freeman, Charmaine Seavy
- *The goal of the initiative is to grow interest and awareness of Simsbury as an attractive place to visit, live, work and own a business*

Key Findings presented to the Board of Selectmen on 08/09/21

- People appreciate Simsbury for the following characteristics
 - *Small Town Vibe, Beauty, Public Schools, Outdoor activities, Safety*
- Residence and visitors are able to take advantage of investments already made by the Town, i.e.
 - *Hiking trails, Bike trail, Simsbury Farms, The Flower Bridge, the Library, the Simsbury Performing Arts Center*
- *Next Steps*
 - Build out the marketing materials and messaging to support Realtors, Town Hall and Tourism
 - Provide consistent messaging across all media platforms, i.e. Website, brochures
 - Met with SPIRIT to determine if synergies between their marketing project and EDC project can be achieved

Supporting Entrepreneurs - The COVID crisis has created the opportunity to work with local businesses, the Chamber and the Library Business Resource Center to develop a Town approach to Co-working Space

- EDC Leads – Morgan Hilyard (Chamber), Peter Van Loon, Ron Jodice, Andrew Sherman
- Definition. A co-working space has some combination of individual office space, open office space, conference rooms and shared services (e.g. internet, scheduling, printing).
- Background: Co-working spaces have become popular in the last few years for entrepreneurs and occasional or permanent spaces for corporate work-at-home employees. The COVID crisis has only increased the demand for such spaces as individual and small business owners work at home.
- The Public Library Business Resource Center is actively expanding to serve startups and other businesses. The success of the library's efforts will require space outside that building.
- Proposal: Working jointly with the Chamber, a website can be developed that will promote available office space in Simsbury for co-working. The concept is that through proper promotion, potential buyers will be able to view and negotiate for space with suitable Property Owner Sellers.
- Proposal: In addition to the co-working website, we could partner with the Chamber on an update to our "Doing Business in Simsbury" resource, our development guide, and potentially a tourism map with local attractions that can be updated annually. Items will be brought forward during budget season.
- For your information, attached provides the detailed co-working space proposal.

Other Efforts

- *Other efforts*
 - Assisted with Golf Course restaurant RFQ (Bob Crowther)
 - Participated in short-term rental work group (Ron Jodice)
 - Participated as a committee member in Chamber Government Affairs Committee (Bob, Staff)
 - Speaker Series
 - Mike Glidden – Development Update 03/21
 - Maria Capriola – 2021/22 Budget Update 04/21
 - Steve Antonio – Design Review Board Update 06/21
 - Dave Ryan – Zoning Commission Update & Discussion 07/21
 - Sarah Nielsen – Marketing Refresh Update & Discussion 11/21
 - Followed development projects (Tom Earl)

Looking Ahead

- *New opportunities/21-22 Work Plan*
 - What initiatives can be identified in working with the SPIRIT Council?
 - How can the EDC help with the Affordable Housing planning that has generated such interest town-wide?
 - How can we continue to identify creative ways to interact with our Business Leaders to maintain communications with Town Hall?
 - How can we continue to look for improvements in Town-wide processes that continue to make Simsbury a Town that is “Easy to Do Business”?
- EDC and Board of Selectmen to discuss 21-22 Work Plan ideas in October and November

SIMSBURY CHAMBER OF COMMERCE PROPOSAL TO THE TOWN OF SIMSBURY

SUMMARY

- The Simsbury Chamber of Commerce (SCOC) is pleased to submit this proposal to partner with the Town of Simsbury on four projects designed to support recovery efforts for local businesses and increase tourism in Simsbury. The following projects encourage business in Town and provide informational resources and opportunities for businesses to grow and thrive in Simsbury.
- With approval from the Town of Simsbury, the SCOC will design, complete, and implement these business stimulating projects by February 2022. Individual project estimated timelines are available in this packet and are subject to adjustment pending the demand of other Chamber functions.
- Funding from the Town of Simsbury is broken down for each project and included in the financial sheet in this packet which illustrates the yearly commitment for each project and total amount requested. Unused funds estimated for expenses outside Chamber staff duties such as design and printing, as noted in the financial breakdown, will be reimbursed.
- The following projects also serve to fulfill several elements of the Economic Development Commission workplan 2020-2021.
 - Project 1 – Town of Simsbury Coworking Website
 - Project 2 – Business in Simsbury Guide
 - Project 3 – Development Guide
 - Project 4 – Tourism Map

The Simsbury Chamber of Commerce is very excited to partner with the Town of Simsbury to stimulate the local economy by offering comprehensive business resources, supporting local entrepreneurs, and promoting tourism to the area.

Thank you for your consideration,

Morgan Hilyard
Executive Director, Simsbury Chamber of Commerce
Morgan@SimsburyCOC.org
(860) 651-7307
SimsburyCOC.org
720 Hop Meadow Street, Suite 12
Simsbury, CT 06070

|| PROJECT 1 – TOWN OF SIMSBURY COWORKING WEBSITE

OVERVIEW

- The Simsbury Chamber of Commerce (SCOC) is pleased to submit this proposal to partner with the Town of Simsbury to create a centralized web location for property owners to post offices available for short lease and coworking terms. The launch of this website will provide value to our residents working remotely, those looking to work in Simsbury as well as property owners with available office space. The website will be managed by the Simsbury Visitor Center and supported by the Town of Simsbury, the Simsbury Mainstreet Partnership (SMP) and the Simsbury Public Library's Business & Career Center (SPL BCC) to encourage professionals to work in Town.

The Objective

- Encourage local professionals to work in Simsbury.
- Reduce the number of vacant office spaces in Town.
- Increase the visibility of the Simsbury Visitor Center, Simsbury Chamber of Commerce, Simsbury Mainstreet Partnership, and the Simsbury Public Library's Business & Career Center.
- Increase support for local entrepreneurs.
- To provide property owners with vacant office space due to the pandemic an opportunity to rent said space.

The Opportunity

- Provide property owners with a platform to diversify revenue opportunities.
- Attract and maintain local professionals to Simsbury and our business community.
- Create a foundation for the Visitor Center, SCOC, SMP and SPL BCC to collaborate and support the local businesses.
- Fulfill the EDC workplan by creating infrastructure for entrepreneurs and provide access to business resources and developing a plan for co-working space.

The Solution

- The Simsbury Chamber of Commerce will create a website that will allow property owners to post available offices and for local professionals to search and book available offices.
- The SCOC will manage the website to allow for optimum functionality.
- The SCOC, Town of Simsbury, SMP and SPL BCC will promote the website to encourage its utilization and submit business resource content relevant to entrepreneurs.

OUR PROPOSAL

Simsbury has a vibrant residential community as well as a robust and diverse community of local businesses. Prior to COVID, businesses were shifting to a more remote working environment and coworking facilities were more popular than ever. Simsbury does not have many (if any) coworking opportunities and property owners offer flexible/short term lease options at their discretion. The pandemic hugely influenced the work environment with many working exclusively from home for prolonged periods of time. Many property owners lost tenants this past year and as people are returning to work, professionals seem less inclined to invest in long-term lease options.

The Town of Simsbury is losing local professionals to areas that offer coworking and short-term office lease opportunities. A website allowing property owners to post their available offices with short-term and coworking options will motivate local professionals to work in Simsbury. This project will also attract professionals who are interested in working in the area but previously had not done so if a long-term lease was a limiting factor.

This website will promote business support services of the Visitor Center, SCOC, SMP and SPL BCC to allow for increased visibility of these organizations to local professionals as well as provide a foundation for our various organizations to collaborate further and build upon in the future. This project also fulfills the Town's Economic Development Commission workplan to support local entrepreneurs.

People who choose to work in Simsbury not only grow their own business but support the local economy by shopping and networking in the area. Providing local professionals with the opportunity to work in desirable environments allows Simsbury to increase its competitiveness and diversity, while helping to support the property owners that have invested in Simsbury and are struggling with vacant office space.

Execution Strategy

We are requesting a \$3500 investment to creating and launching the website in addition to any initial costs and IT security measures associated with the website launch. The SCOC has purchased the URL **SimsburyWorks** in formats .com, .org and .biz at a cost of \$135 for two years. Website development is tentatively scheduled to be completed by end of August 2021. Following the launch of the website, the Visitor Center, SCOC, SPL BCC and Town of Simsbury would promote and provide links to the website to encourage its use. The Visitor Center would manage the website to ensure functionality and would be provided with a stipend annually to offset the required staffed hours. The pilot partnership between the Visitor Center and Town Simsbury would be for 3 years, after which time the project success would be evaluated and the arrangement could be renewed for an additional 2 years.

The website will allow property owners to upload information such as desk space, floor plans/photos and accessibility for their available offices. The property owners will specify what terms and timeframes the offices are available. A professional will search the website for the criteria they desire and book an office online. The property owner will receive an email alert of the booking and will follow up with the professional for payment. Initial design of the website will not provide online payment options.

Timeline for Execution

Description	Start Date	Duration
Website Development	September 2021	Approx. 80 hours
Website Testing	September 2021	
Website Launch	October 1, 2021	
Website Promotion	October 2021	
Coworking Project 1 st Year Review	October 2022	
Coworking Project 2 nd Year Review	October 2023	
Project Completion and Partnership Review	October 2024	

EXPECTED RESULTS

- Increased revenue for property owners including those affected by the pandemic.
- Increased traffic to online presence of collaborating organizations.
- Increased number of local professionals and remote workers in Simsbury.
- Increased support to local entrepreneurs.

PRICING

Services Cost Initial Setup	Price
URL Purchase (2 years)	\$135
Hosting and Security (2 years)	\$170
Website Development	\$3500
Services Cost Ongoing	
Project Management Annually	\$5000
Total First Year	\$8805
Total Second/Third Year	\$5000 per year
With Extension Total Fourth/Fifth Year	\$5000 per year

2020-2021 EDC Work Plan - ADOPTED

Work Stream	Task	Person/People	Status
Business Incentives	Complete research on business incentives. Provide recommendations/update Business Incentive Policy.	Peter Van Loon, Tom Earl Staff: Maria Capriola, Melissa Appleby	Policy adopted by BOS February 2021. Project complete.
Marketing	Complete marketing materials refresh for tourism, real estate, and business recruitment purposes.	Brooke Freeman, Charmaine Seavy Staff: Sarah Nielsen	Survey and focus groups completed. Marketing materials refresh underway.
Business Outreach	Conduct business outreach. Collect and track feedback.	Bob Crowther, Charmaine Seavy, Tom Earl Staff: Maria Capriola, Melissa Appleby, Mike Glidden,	Ongoing; conducting visits virtually due to the pandemic. Met with non-profits, education, and faith based organizations related to pandemic recovery.
Business Outreach	Implement EDC member shadow program for development projects.	Tom Earl, Peter Van Loon Staff: Mike Glidden	Ongoing
Business Outreach	Assist with gathering feedback on wayfinding signage needs (type, location, etc).	To be Determined (2) Staff: Sarah Nielsen	Project funded through FY 20/21 Year End Transfers and reassigned to Public Works with assistance from Main Street
Support Entrepreneurs	Support infrastructure for entrepreneurs. Promote access to business resources, information, and infrastructure.	Peter Van Loon, Ron Jodice Staff: Andrew Sherman	Ongoing
Support Entrepreneurs	Develop a plan for co-working space.	Peter Van Loon, Ron Jodice, Tom Earl Staff: Andrew Sherman, Morgan Hilyard	Proposal endorsed by EDC and submitted to Town Manager's Office; awaiting discussion on funding as part of ARPA work group.

2021-2022 EDC Work Plan – DRAFT IDEAS

Work Stream	Task	Person/People
Marketing	Complete marketing materials refresh for tourism, real estate, and business recruitment purposes.	Brooke Freeman, Charmaine Seavy Staff: Sarah Nielsen
Business Outreach	Continue to conduct business outreach with large businesses. Implement visitation program for EDC members with smaller and medium sized businesses. NEW Collect and track feedback.	Bob Crowther, Charmaine Seavy, Tom Earl Staff: Maria Capriola, Melissa Appleby, Mike Glidden, Tom Fitzgerald
Business Outreach NEW	Create welcome letter and/or packet for new businesses, collaborating with key stakeholders. Reach out to new businesses monthly.	To be Determined Staff: Town Manager's Office, Sarah Nielsen, Morgan Hilyard
Business Outreach	Continue EDC member shadow program for development projects.	Tom Earl, Peter Van Loon Staff: Mike Glidden
Support Entrepreneurs NEW	Create updates to the economic development portions of the Town's official website. Once complete, conduct quarterly audit of information for relevance and accuracy.	To be Determined Staff: Melissa Appleby, Andrew Sherman
Support Entrepreneurs	Support infrastructure for entrepreneurs. Promote access to business resources, information, and infrastructure. Any specific project ideas for this topic?	Peter Van Loon, Ron Jodice Staff: Andrew Sherman



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:** November 8, 2021
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 November 8, 2021, to approve the presented tax refunds in the amount of \$34,095.36, 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 \$34,095.36. Regarding this batch of requests, several leasing companies sent in a lot of adjustments on leased cars that were turned in. The attachment dated November 8, 2021 has a detailed listing of all requested tax refunds.

7. Description of Documents Included with Submission:

- a) Requested Tax Refunds, dated November 8, 2021

REQUESTED TAX REFUNDS
NOVEMBER 8, 2021

	BILL NUMBER	TAX	INTEREST	TOTAL
List 2017				
Westling, Conor J	17-03-70421	\$184.07		\$184.07
Total 2017		\$184.07	\$0.00	\$184.07
List 2018				
Thorgalsen Jason P	18-04-83663	\$6.98		\$6.98
Buda Joseph G	18-03-52206	\$26.58		\$26.58
Total 2018		\$33.56	\$0.00	\$33.56
List 2019				
Buda Joseph G	19-03-52230	\$276.79		\$276.79
Schoch James G	19-03-66709	\$199.52		\$199.52
Toyota Lease Trust	19-03-68842	\$34.50		\$34.50
Total 2019		\$510.81	\$0.00	\$510.81
List 2020				
ACAR Leasing Ltd	20-03-50060	\$467.63		\$467.63
Best Rachelle	20-03-51425	\$98.84		\$98.84
CAB East LLC	20-03-52393	\$813.67		\$813.67
CAB East LLC	20-03-52417	\$211.55		\$211.55
CAB East LLC	20-03-52421	\$590.41		\$590.41
Cayne, Deborah M	20-03-52848	\$35.35		\$35.35
CCAP Auto Leasing Ltd	20-03-52870	\$383.30		\$383.30
Commanding Athletics LLC	20-03-53503	\$15.54		\$15.54
Crystal Donna T	20-03-53941	\$19.93		\$19.93
Drew Pamela J	20-03-54928	\$52.69		\$52.69
Gardner Matthew J	20-03-56387	\$47.13		\$47.13
Gugliotto Michael P	20-03-57270	\$32.74		\$32.74
JP Morgan Chase Bank NA	20-03-59064	\$334.11		\$334.11
McNelis Alyssa A	20-03-62083	\$330.63		\$330.63
Ober, Dean A	20-03-63535	\$35.77		\$35.77
Polio Matthew J	20-03-64625	\$119.34		\$119.34
Shippee Kathleen	20-03-66784	\$64.79		\$64.79
VCFS Auto Leasing Co	20-03-69090	\$660.47		\$660.47
Verney Jeffery R	20-03-69189	\$32.88		\$32.88
VW Credit Leasing Ltd	20-03-69406	\$54.62		\$54.62
Warren Marc F	20-03-69590	\$73.33		\$73.33
ACAR Leasing Ltd (4 vehicles)	Various	\$1,668.98		\$1,668.98
Enterprise FM Trust (7 vehicles)	Various	\$2,196.82		\$2,196.82
Honda Lease Trust (12 vehicles)	Various	\$4,747.18		\$4,747.18
Hyundai Lease...Trst (5 vehicles)	Various	\$1,414.96		\$1,414.96
JP Morgan Chase (6 vehicles)	Various	\$1,884.98		\$1,884.98
Nissan Infiniti LT (6 vehicles)	Various	\$1,595.98		\$1,595.98
Toyota Lease Trust (23 vehicles)	Various	\$10,487.77		\$10,487.77
USB Leasing LT (5 vehicles)	Various	\$3,269.23		\$3,269.23
Honda Lease Trust (3 vehicles)	Various	\$640.69		\$640.69
Toyota Lease Trust (4 vehicles)	Various	\$985.61		\$985.61

REQUESTED TAX REFUNDS
NOVEMBER 8, 2021

Total 2020		\$33,366.92	\$0.00	\$33,366.92
TOTAL 2017		\$184.07	\$0.00	\$184.07
TOTAL 2018		\$33.56	\$0.00	\$33.56
TOTAL 2019		\$510.81	\$0.00	\$510.81
TOTAL 2020		\$33,366.92	\$0.00	\$33,366.92
TOTAL ALL YEARS		\$34,095.36	\$0.00	\$34,095.36



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Donation from the Archdiocese of Hartford
2. **Date of Board Meeting:** November 8, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Kristen Formanek, Director of Community & Social Services *maria E. Capriola*

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports acceptance of the Archdiocese of Hartford's donation, the following motion is in order:

Move, effective November 8, 2021, to accept a donation from the Archdiocese of Hartford in the amount of \$1,625 for the purpose of supporting our Food Programs, which assists residents in need.

5. **Summary of Submission:**
The Archdiocese has donated funds to the Community and Social Services Department to support families through the department's food bank program.

6. **Financial Impact:**
This is a donation in the amount of \$1,625 to assist with the purchase of food items for local families in need.

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 Archdiocese of Hartford.

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



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Acceptance of Greater Hartford Transit District Dial-A-Ride Assistance Grant
2. **Date of Board Meeting:** November 8, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Kristen Formanek, Director of Community and Social Services *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports accepting the grant funds from the Greater Hartford Transit District to support our Dial-A-Ride Program, the following motion is in order:

Move, effective November 8, 2021, to accept the FY 21/22 grant funds from the Greater Hartford Transit District to support our Dial-A-Ride program and to authorize Town Manager, Maria E. Capriola to execute all documents related to the grant award.
5. **Summary of Submission:**
The Town of Simsbury annually contracts with the Greater Hartford Transit District for assistance with funding operating expenses related to the town's Dial-A-Ride Program. The Greater Hartford Transit District applies directly to the state for the funding and is a "pass-through" to the Town of Simsbury.
6. **Financial Impact:**
The grant award is in the amount of \$6,660. This funding was anticipated and is budgeted as a revenue for FY 21/22 within the Senior Transportation budget (10045230-44523).
7. **Description of Documents Included with Submission:**
 - a) FY 21/22 Dial-A-Ride Operating Assistance Grant Agreement



September 23, 2021

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

RE: Fiscal Year 2022 Dial-A-Ride Operating Assistance Grant Contract

Dear Ms. Capriola,

Enclosed please find two originals of the FY2022 Operating Assistance Grant Contract.

Please have both original documents signed by an authorized signatory, witnessed, and affix the seal of your agency or municipality. The two documents should be returned to the District by October 7th, 2021 or earlier. Upon receipt by GHTD, I will sign the contract and a fully executed document will be returned to your office for your records.

Best Regards,

A handwritten signature in blue ink, appearing to read "Vicki L. Shotland".

Vicki L. Shotland
Executive Director

Enclosures

OPERATING ASSISTANCE GRANT CONTRACT

THIS CONTRACT, retroactive to July 1, 2021 by and between the Greater Hartford Transit District (the "District") and the Town of Simsbury ("Grantee"), WITNESSETH:

In consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

Section 1. Purpose of Contract - The purpose of this Contract is to provide for the undertaking of a mass transit operating assistance project (the "Project") with District financial assistance to the Grantee in the form of an operating grant (the "Grant"), using funds applied for by the District for such purpose under budget addendum 2022-ADA-01 Agreement No. 6.08-01(21) between the District and the Connecticut Department of Transportation ("CTDOT") (the "Agreement"), and to state the terms and conditions upon which such assistance will be provided and the manner in which the Project will be undertaken.

Section 2. The Project - The Project involves the continued or improved operation of a mass transit system, providing transportation to elderly and disabled citizens, operated by the Town of Simsbury for the time period of July 1, 2021 through June 30, 2022.

The Grantee agrees to provide for the continued or improved operation of the system, substantially as described in quarterly reports for the previous fiscal year ended June 30, 2021, filed with and approved by the District (the "Application of the Grantee"), incorporated in this Contract by reference, and in accordance with the terms and conditions of this Contract.

Section 3. The Grant - In order to assist the Grantee in financing the project's eligible operating expenses that are required to be reported under 49 U.S.C. §5335 (herein called "Eligible Project Operating Expenses"), such Eligible Project Operating Expenses being estimated to be in the amount of \$13,320.00, the District will make a Grant in an amount not to exceed 50% (fifty percent) of the Eligible Project Operating Expenses, as determined by the District and the CTDOT upon completion of the Project, or in the amount of \$6,660.00, whichever is the lesser.

Payments shall be made to the Grantee quarterly provided the Grantee has provided up-to-date quarterly reports and is in compliance with other terms and conditions of this Contract. The District shall have no obligation to make any payments under this Contract unless the District has received and has available sufficient State funds pursuant to the District's Application and the Agreement with the CTDOT for the Project.

The Grantee shall permit the authorized representatives of the District and/or the CTDOT to inspect and audit all data and records of the Grantee relating to its performance under this Contract.

For purposes of this Grant Contract, "Eligible Project Operating Expenses" must comply with reporting requirements set forth in 49 U.S.C. §5335 and with any guidelines or regulations issued by the District or CTDOT.

The Grantee agrees that it will provide from sources other than State or Federal funds or revenues from the operation of public mass transportation systems, an amount sufficient to assure payment of at least 50% (fifty percent) of all Eligible Project Operating Expenses, which is estimated to be the Local share in the amount of \$6,660.00. The Grantee further agrees that if the amount of the local share provided under this Grant Contract is less than the State share at any time, it will refund to the District an amount necessary to equalize the Total State Share and the Total Local Share.

Section 4. Use of Project Funds - The Grantee agrees that the State financial assistance provided under this Grant Contract shall be applied to the Eligible Project Operating Expenses incurred in the provision of mass transportation service within the urbanized area served by the Grantee with respect to a Project time period of July 1, 2021 through June 30, 2022. If, during such period, any State financial assistance provided pursuant to this Grant Contract is not so applied, the Grantee shall immediately notify the District.

Section 5. Records - The Grantee shall keep satisfactory records in the manner prescribed by the District with regard to the use of State financial assistance provided pursuant to this Grant Contract and shall submit upon request such information as the District or

CTDOT may require in order to assure compliance with this Section. All financial statements shall be in conformity with generally accepted accounting principles consistently applied.

Section 6. Civil Rights. The Grantee agrees and warrants that in the performance of the contract the Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Grantee further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless shown by such Grantee that such disability prevents performance of the work involved; (2) the Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission (on Human Rights and Opportunities of the State of Connecticut); (3) the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Grantee 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; (5) the Grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee as they relate to the provisions of this section and § 46a-56.

Section 7. Nondiscrimination (Sexual Orientation). (a) Pursuant to § 4a-60 of the Connecticut General Statutes, (1) the Grantee agrees and warrants that in the performance of the contract such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Grantee agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to § 46a-56 of the general statutes; (4) the Grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee as they relate to the provisions of this section and § 46a-56.

Section 8. Executive Orders - This Agreement is subject to the provisions of Executive Order No 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, 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. For complete text of said documents, please go to: http://www.das.state.ct.us/Purchase/Info/Executive_Orders.pdf

Section 9. Termination - The District, effective 30 (thirty) days after date of written notice, may suspend, postpone, abandon, or terminate this Contract for any or no reason and such action shall in no event be deemed a breach of contract. The District, effective after five (5) days of written notice, may suspend, postpone, abandon, or terminate this Contract, and such action shall in no event be deemed a breach of contract when taken for cause including, but not limited to (a) the Grantee's failure to render the services under the Project to the satisfaction of the District or the CTDOT, (b) the termination for any reason of the operating assistance contract between the District and the CTDOT for the funding of this Project; or (c) the Grantee's failure to otherwise comply with the terms of this Contract.

Section 10. Special Conditions - The Grantee agrees and assures that the rates charged the elderly and persons with disabilities during non-peak hours for transportation utilizing or involving the facilities and equipment financed pursuant to this Grant Contract will not exceed one-half of the rates generally applicable to other persons at peak hours, whether the operation of such facilities and equipment is by the Grantee or is by another entity under lease or otherwise.

The Grantee agrees and assures that it will give the rate required herein to any person presenting a Medicare card duly issued to that person pursuant to Title II or Title XVIII of the Social Security Act.

The Grantee shall be solely responsible for all costs pertaining to the ownership, operation, use, maintenance and repair of all vehicles used in the provision of service under this Contract, so that the District will not be liable for any such costs.

Section 11. Indemnification - The Grantee, in accepting this Grant Contract, agrees that it shall indemnify and hold harmless the District, and the officers, employees, and agents of the District, from all claims, suits, actions damages and costs of every name and description resulting from or arising out of the District's Application for Grant funds, the awarding of such Grant funds to the Grantee, and the implementation of this Grant Contract. The Grantee agrees that it shall not use the defense of governmental immunity in the adjustment of any claims by the District pertaining to this contract.

Section 12. Operating Policies - The operation of all vehicles providing transportation services to the elderly and persons with disabilities under this Contract shall be in accordance with operation policies set forth or to be set forth by the State of Connecticut and the Capitol Region Council of Governments, the region's Metropolitan Planning Organization, incorporated herein by reference.

Section 13. Uniform System of Accounts and Records - The District shall not make any payment under this Contract unless the Grantee or any organization to receive benefits directly from that grant are each subject to the uniform system of accounts and records prescribed under 49 U.S.C. §5335.

Section 14. Reports of Financial and Operation Data - The Grantee agrees to file reports on forms furnished by the District of financial and operating data pursuant to 49 U.S.C. §5335, cited in Sections 3 and 13 of this Contract, on a quarterly basis during the fiscal year of this Grant. The ending dates of said fiscal quarters shall be September 30, December 31, March 31, and June 30. The Grantee further agrees to deliver the appropriate forms and information to the District within fifteen (15) business days of the close of each fiscal quarter as defined above. Failure to provide those reports by the time indicated may require the District to suspend financial assistance under this Contract until such times as said forms and information are furnished to the District.

All such exhibits and provisions and any changes or modifications thereto are incorporated hereby by reference, and the Grantee shall comply with the obligations thereunder for grant recipients and contractors and shall do nothing which would cause the District to be in violation of the requirements imposed on it by CTDOT as the recipient of State funds, and such compliance shall be a continuing obligation of the Grantee and a condition to receipt of funds pursuant to this Grant Contract.

Nothing contained in this Grant Contract is intended to or shall limit the obligations of the parties hereto under any applicable State or Federal law.

Section 15. Integrity - The Grantee hereby certifies that it, its principals, sub-recipients, or sub-contractors are not on the United States of America's Comptroller General's list or similar list maintained by the State of Connecticut of ineligible contractors and that none of the above persons or entities by defined events or behavior, potentially threaten the integrity of this State supported Contract.

GREATER HARTFORD TRANSIT DISTRICT

The District has executed this Grant Contract this _____ day of _____, 202_.

[SEAL]

Signed and Sealed in the presence of:

Witness

Vicki L. Shotland, Executive Director

Witness

TOWN OF SIMSBURY

The Grantee has executed this Grant Contract this _____ day of _____, 202_.

[SEAL]

Signed and Sealed in the presence of:

Witness

Maria Capriola, Town Manager

Witness

OPERATING ASSISTANCE GRANT CONTRACT

THIS CONTRACT, retroactive to July 1, 2021 by and between the Greater Hartford Transit District (the "District") and the Town of Simsbury ("Grantee"), WITNESSETH:

In consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

Section 1. Purpose of Contract - The purpose of this Contract is to provide for the undertaking of a mass transit operating assistance project (the "Project") with District financial assistance to the Grantee in the form of an operating grant (the "Grant"), using funds applied for by the District for such purpose under budget addendum 2022-ADA-01 Agreement No. 6.08-01(21) between the District and the Connecticut Department of Transportation ("CTDOT") (the "Agreement"), and to state the terms and conditions upon which such assistance will be provided and the manner in which the Project will be undertaken.

Section 2. The Project - The Project involves the continued or improved operation of a mass transit system, providing transportation to elderly and disabled citizens, operated by the Town of Simsbury for the time period of July 1, 2021 through June 30, 2022.

The Grantee agrees to provide for the continued or improved operation of the system, substantially as described in quarterly reports for the previous fiscal year ended June 30, 2021, filed with and approved by the District (the "Application of the Grantee"), incorporated in this Contract by reference, and in accordance with the terms and conditions of this Contract.

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Section 10. Special Conditions - The Grantee agrees and assures that the rates charged the elderly and persons with disabilities during non-peak hours for transportation utilizing or involving the facilities and equipment financed pursuant to this Grant Contract will not exceed one-half of the rates generally applicable to other persons at peak hours, whether the operation of such facilities and equipment is by the Grantee or is by another entity under lease or otherwise.

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The Grantee shall be solely responsible for all costs pertaining to the ownership, operation, use, maintenance and repair of all vehicles used in the provision of service under this Contract, so that the District will not be liable for any such costs.

Section 11. Indemnification - The Grantee, in accepting this Grant Contract, agrees that it shall indemnify and hold harmless the District, and the officers, employees, and agents of the District, from all claims, suits, actions damages and costs of every name and description resulting from or arising out of the District's Application for Grant funds, the awarding of such Grant funds to the Grantee, and the implementation of this Grant Contract. The Grantee agrees that it shall not use the defense of governmental immunity in the adjustment of any claims by the District pertaining to this contract.

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Section 13. Uniform System of Accounts and Records - The District shall not make any payment under this Contract unless the Grantee or any organization to receive benefits directly from that grant are each subject to the uniform system of accounts and records prescribed under 49 U.S.C. §5335.

Section 14. Reports of Financial and Operation Data - The Grantee agrees to file reports on forms furnished by the District of financial and operating data pursuant to 49 U.S.C. §5335, cited in Sections 3 and 13 of this Contract, on a quarterly basis during the fiscal year of this Grant. The ending dates of said fiscal quarters shall be September 30, December 31, March 31, and June 30. The Grantee further agrees to deliver the appropriate forms and information to the District within fifteen (15) business days of the close of each fiscal quarter as defined above. Failure to provide those reports by the time indicated may require the District to suspend financial assistance under this Contract until such times as said forms and information are furnished to the District.

All such exhibits and provisions and any changes or modifications thereto are incorporated hereby by reference, and the Grantee shall comply with the obligations thereunder for grant recipients and contractors and shall do nothing which would cause the District to be in violation of the requirements imposed on it by CTDOT as the recipient of State funds, and such compliance shall be a continuing obligation of the Grantee and a condition to receipt of funds pursuant to this Grant Contract.

Nothing contained in this Grant Contract is intended to or shall limit the obligations of the parties hereto under any applicable State or Federal law.

Section 15. Integrity - The Grantee hereby certifies that it, its principals, sub-recipients, or sub-contractors are not on the United States of America's Comptroller General's list or similar list maintained by the State of Connecticut of ineligible contractors and that none of the above persons or entities by defined events or behavior, potentially threaten the integrity of this State supported Contract.

GREATER HARTFORD TRANSIT DISTRICT

The District has executed this Grant Contract this ____ day of _____, 202_.

[SEAL]

Signed and Sealed in the
presence of:

Witness

Vicki L. Shotland, Executive Director

Witness

TOWN OF SIMSBURY

The Grantee has executed this Grant Contract this ____ day of _____, 202_.

[SEAL]

Signed and Sealed in the
presence of:

Witness

Maria Capriola, Town Manager

Witness



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Federal FY 2021 State Homeland Security Grant Program
2. **Date of Board Meeting:** November 8, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Mike Berry, Emergency Management Director
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports participating in the State Homeland Security Grant Program, the following motion is in order:

Move, effective November 8, 2021 to approve the Federal Fiscal Year 2021 State Homeland Security Grant Program Memorandum of Agreement, which makes the Town of Simsbury eligible for regional allocations made through the Region 3 Regional Emergency Planning Team. Further move, effective November 8, 2021, to approve the attached resolution that authorizes the Town Manager to execute all documents related to the grant award.

5. **Summary of Submission:**
The Federal FY 2021 State Homeland Security Grant Program (SHSGP) provides funding to state administrative agencies for emergency preparedness and response activities. The Department of Emergency Services and Public Protection (DESPP) and the Department of Emergency Management and Homeland Security (DEMHS) are retaining pass-through funds from this program in the amount of \$1,725,204.20 for regional projects designed to benefit municipalities. Projects include: regional collaboration; Connecticut Intelligence Center/Fusion Center; CBRNE detection and response, metropolitan medical response system; citizen corps program; medical preparation and response; and cyber security.
6. **Financial Impact:**
Region 3 Regional Emergency Planning Team (REPT), which we are part of, will receive \$385,306.80 for regional projects. The Capital Region Council of Governments (CRCOG) will serve as the fiduciary for these funds, and will provide programmatic oversight of the funding allocation. Specific projects will be developed and approved by the Region 3 REPT and DEMHS.
7. **Description of Documents Included with Submission:**
 - a) FY21 State Homeland Security Grant Program Memorandum of Agreement
 - b) Authorizing Resolution



**FFY 2021 STATE HOMELAND SECURITY GRANT
PROGRAM Region 3 MEMORANDUM OF AGREEMENT**



Data Sheet

Step 1- Fill out this datasheet form to auto populate MOA document in this PDF file.

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

Step 2- After populating the document, obtain the correct signatures as outlined by the completion checklist on the following page. Digital and /or scanned signatures can be used, no hardcopy/original signatures are required.

Town Information: 	
Person Completing Document:	
Municipality Name:	
Town CEO Name:	
Town CEO Title (ie. Mayor):	

***Municipality Name - Municipalities can enter the name as either the long or short name, for example: enter name as either "New Haven" or "City of New Haven"**

Point of Contact Information: 	
POC Name & Title:	
Address:	
Email:	
Phone:	
Fax:	



FFY 2021 STATE HOMELAND SECURITY GRANT PROGRAM Region 3 MEMORANDUM OF AGREEMENT CHECKLIST



Please use this checklist to insure completion and accuracy of the following agreement.

1. Instructions for: _____

Received by: _____

For the MOA:

- A municipal point of contact been identified (p. 1 and 10).
- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.

Authorizing Resolution Attached

The Blanket Resolution Template includes the recommended language for a resolution.

If the information on a blanket resolution signed in a prior year is still valid, the town clerk can verify the accuracy, sign and seal the resolution. In order for a raised seal to be visible in a scan, please rub a pencil over the seal. If a Blanket Resolution is not used, the resolution must reference the FFY 2021 Homeland Security Grant Program. No other resolutions shall be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2021 HSGP funds by the REPT. (Sample attached, the Fiduciary will complete this form for custodial owners of equipment purchased under the FY 2021 Homeland Security Grant Program)

Once complete, e-mail (no hard copies need to be sent) the complete MOA package (MOA and resolution) to: Cheryl Assis, Capitol Region Council of Governments, Region 3 Fiduciary: cassis@crcog.org

2. Instructions for the Capitol Region Council of Governments

Received by: _____

Review and Signature

- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.
- The Region 3 REPT Chair has signed and dated the agreement.
- The Region 3 REPT Chair's name has been typed in the space provided.
- All of the items listed on this checklist have been completed and are correct.

Submit completed MOAs and resolutions to your DESPP/DEMHS Program Manager by email on a quarterly basis.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2021 HSGP funds by the REPT. (Sample attached, Fiduciary will complete for custodial owners of equipment purchased under the FY 2021 Homeland Security Grant Program)

DUE DATE:

**Send to Regional Fiduciary on or before
December 15, 2021**

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2021 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 3

I. AGREEMENT REGARDING THE USE OF FEDERAL HOMELAND SECURITY GRANT FUNDS TO SUPPORT REGIONAL SET-ASIDE PROJECTS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of _____, Capitol Region Council of Governments (CRCOG) (Fiduciary) and the Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2021 State Homeland Security Grant Program (SHSGP), Award No. EMW-2021-SS-00086. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Advisory Council, through its Homeland Security Working Group, has approved the allocation formula for grant funds available under the SHSGP;
4. DESPP/DEMHS is retaining pass-through funds from 2021 SHSGP in the total amount of \$1,725,204.20 on behalf of local units of government, for the following nine regional set-aside projects designed to benefit the state's municipalities:
 - 1) Regional Collaboration; 2) Enhancing Information and Intelligence Sharing and Cooperation with Federal Agencies, including DHS (National Priority Project); 3) Addressing Emergent Threats (National Priority Project); 4) Capitol Region Metropolitan Medical Response System -MMRs; 5) Medical Preparation and Response; 6) Citizen Corps. Program; 7) Enhancing Cybersecurity (National Priority Project); 8) Enhancing the Protection of Soft Targets/Crowded Places - allocation included in regional allocations- (National Priority Project); and, 9) Combatting Domestic Violent Extremism (National Priority Project).
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 3 including _____ – has created, and established bylaws for, the Region 3 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 3
6. _____ is eligible to participate in those Federal Fiscal Year 2021 SHSGP regional allocations made through the Region 3 REPT and not included in the set-aside projects (unless otherwise noted), in the amount of \$385,306.80 (and an additional \$75,917.60 for the regional bomb squad) for Region 3 which will be made available to the jurisdictions in Region 3 in the manner recommended by the Region 3 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.

B. Purpose of Agreement

The SAA and _____ enter into Part I of this MOA authorizing the SAA to act as the agent of _____ and allowing the SAA to retain and administer grant funds provided under 2021 SHSGP for the nine regional set-aside projects listed above, and also for CRCOG to provide the financial and programmatic oversight described below.

C. SAA and _____ Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,725,204.20 in furtherance of the nine regional set-aside projects listed above.

_____ agrees to allow the SAA to provide financial and programmatic oversight of the \$1,725,204.20 for the purpose of supporting the allocations and uses of funds under the

2021 SHSGP consistent with the 2021 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. _____ agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the nine regional set-aside projects listed above.

D. CRCOG and _____ Responsibilities

_____ also agrees to allow CRCOG to provide financial and programmatic oversight of the Federal Fiscal Year 2021 regional allocation in the amount of \$385,306.80 (and an additional \$75,917.60 for the regional bomb squad) targeted to member municipalities in DEMHS Region 3 and recommended through the Region 3 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 3 REPT and DEMHS.

II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of _____, the CRCOG (Fiduciary), and the DEMHS Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. _____ has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of _____, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
4. The parties also agree that _____ may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2021 grant funds, as approved by the Region 3 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 3 REPT.
5. The Region 3 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. CRCOG (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 3 for Federal Fiscal Year 2021;

B. Purpose.

DESPP/DEMHS, the Region 3 REPT, CRCOG (Fiduciary), and _____, enter into Part II of this MOA regarding asset(s) for which _____ agrees to be the custodial owner, and which are described in the approved 2021 Subgrant Application and will be added to this MOA as Appendix A.

C. Agreements and Responsibilities of the Parties.

1. Definitions.

As used in this MOA:

- The term "authorized training" means training that is authorized by DESPP/DEMHS.
- The term "custodial owner" means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(4) below.

2. Responsibilities of DESPP/DEMHS and CRCOG (Fiduciary)

In its role as SAA, DESPP/DEMHS will subgrant funds to CRCOG which, as the Region 3 Fiscal Agent, will procure the asset(s) listed in their approved Subgrant Application (which will be added to Appendix A).

3. Appendix A.

The parties agree that decisions regarding the placement of regional assets in _____ may be made after the execution of this agreement and that Appendix A shall be completed accordingly. _____ agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that Appendix A must be signed by the DEMHS Deputy Commissioner, the chair of the Region 3 REPT, and the Chief Executive Officer, or his/her designee, of _____.

4. Responsibilities of Custodial Owner

_____ understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) which will be added to Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, _____ agrees:

- a. To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
- b. To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of _____'s municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
- c. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DESPP/DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DESPP/DEMHS;
- d. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
- e. To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DESPP/DEMHS as requested;
- f. To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DESPP/DEMHS as requested.
- g. To maintain all necessary insurance regarding the asset(s) and their use;
- h. To cooperate with any state or federal audit of the asset(s) and/or their use;
- i. To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
- j. That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
- k. That all maintenance and operations of the asset(s) by _____ shall conform to the manufacturer's recommendations. If appropriate, _____ shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of _____ performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

5. Responsibilities of the REPT.

The Region 3 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), _____ is furthering regional collaboration and mutual aid on behalf of all of the members of Region 3.

6. Assignment of Asset(s).

If _____ does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DESPP/DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DESPP/DEMHS will provide 60 days' notice before re-assigning the asset.

III. GENERAL TERMS OF AGREEMENT APPLICABLE TO ALL PARTS OF THIS MEMORANDUM OF AGREEMENT**A. Effective Date.**

The terms of this agreement will become effective when all parties have executed it.

B. Authority to Enter Agreement.

DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the DESPP/DEMHS pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The Municipality of _____ is authorized to enter into this agreement through its Chief Executive Officer, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

C. Duration of Agreement.

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by the SAA, giving _____ written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

D. Amendment of the Agreement.

This agreement may be modified upon the mutual written consent of the parties.

E. Litigation.

The Parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this MOA before referring the matter to any other person or entity for settlement. The Parties agree that any disputes under Part II, Paragraph C.6 shall be resolved by DEMHS. The Parties also agree that the sole and exclusive means for the presentation of any claim against the State, including the SAA, arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Parties further agree not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

F. State Liability.

The Parties agree to indemnify and hold harmless the State of Connecticut with regard to the activities described within this MOA, and recognize that the State does not waive its right to sovereign immunity with regard to any provision of this MOA. The State of Connecticut assumes no liability for funding under the terms of this MOA until _____, through the Region 3 REPT, is notified by the SAA that this MOA has been approved and executed by DEMHS and by any other applicable state agency.

G. Confidential Information

a. **Confidential Information:** Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DESPP/DEMHS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

b. **Confidential Information Breach:** Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

H. Audit Compliance.

If _____ through the Region 3 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then _____ must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut Statutes §7-396a and 396b, and the State Single Audit Act § 4-230 through 236 inclusive, and the regulations promulgated thereunder.

_____ agrees that all fiscal records, if any, pertaining to the projects shall be maintained for a period of not less than three (3) years from the date of the signing of this MOA. Such records will be made available to state and/or federal auditors upon request.

I. Lobbying, Debarment, and Suspension.

_____ commits to compliance with the requirements under 28 CFR Part 66 (Uniform Administrative Requirements for Grants to States); 28 CFR Part 69, New Restrictions on Lobbying; 28 CFR Part 67, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug Free Workplace (Grants); Office of Management and Budget (OMB) Circular A-87, addressing cost principles for grants to state

and local governments; 28 CFR Part 70 (Common Rules for Administrative Requirements for Grants to Non-Profits); OMB Circulars A-122 and A-21 addressing Cost Principles for Grants to Non-Profit Entities and requirements included in the Department of Homeland Security Office of Grants and Training Financial Guides.

J. Executive Orders.

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree and abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. _____ agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to the provision of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 adopting a zero tolerance policy for workplace violence, and as such, this contract may be cancelled terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part thereof. The parties agree to abide by such Executive Order. The contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service. This contract may also be subject to Executive Order No. 14 and Executive Order No. 49. Executive Order of Governor M. Jodi Rell, promulgated April 17, 2016, concerning procurement of cleaning products and services. Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions.

K. Non-Discrimination Clause.

In accordance with Public Act 88-351, the Town agrees and warrants that, (a) For the purposes of this section, "minority business enterprise" means any small grantee or supplier of materials fifty-one percent or more of the capital stock, if any, or asset(s) of which is owned by 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. Sect. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" 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.

For purposes of the section, "Commission" means the Commission on Human Rights and Opportunities. For purposes of this section, "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.

The Town agrees and warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group or persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Town 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.

The Town further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved: the Town agrees, in all solicitations or advertisements for employees placed by or on behalf of the Town, to state that it is an "affirmative action – equal opportunity employer" in accordance with the regulations adopted by the Commission; the Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract of understanding and each vendor with which Town has a contract of understanding, a notice to be provided by the Commission advising the labor union of workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Town agrees to comply with each provision of this section and Conn. Gen. Stat. Sect. 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sect. 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; the Town agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission, permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the Town agrees and warrants that he will make good faith efforts to employ minority business enterprises as subgrantees and suppliers of materials on such public works project.

Determination of the Town's good faith efforts shall include but shall not be limited to the following factors: The Town'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.

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

The Town shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation or a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer, unless exempted by regulations or orders of the Commission. The Town 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 non-compliance in accordance with Conn. Gen. Stat. Sect. 47a-56, as amended by Section 5 of Public Act 89-253; provided, if such Town becomes involved in, or is threatened with litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation prior thereto to protect the interest of the State and the State may so enter.

The Town 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.

Pursuant to Public Act 89-227, as amended, as of January 1, 1991, no agency of the State of Connecticut may purchase new products packaged in or composed in whole or part of polystyrene foam if such foam is manufactured using chlorofluorocarbons (CFC). Manufacturers are required by the Act to provide information regarding the CFC content of polystyrene foam used in such products or packaging to any person selling the product who requests such information. By submitting an offer to sell to or accepting an order from the State of Connecticut the vendor certifies that no CFC are used in the manufacture of polystyrene foam contained in such products or packaging.

L. Non-discrimination on the Grounds of Sexual Orientation.

1. The Town agrees/warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
2. The Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract or understanding and each vendor with which such Town has a contract or understanding and each vendor with which such Town or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Town's commitments under this section, and to post

copies of the of the notice in conspicuous places available to employees and applicants for employment;

3. The Town agrees to comply with each provision of this Section and Sections 46a-68f of the General Statutes and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the General Statutes;
4. The Town 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 Town as related to the provisions of this section and Section 46a-56 of the General Statutes.
5. The Town shall include the provisions of paragraph (1) of this addendum 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 subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such actions with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Section 46a-56 of the General Statutes; provided, if such Town becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town 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.

M. Points of Contact.

1. The Point of Contact for the SAA	
Name & Title: Deputy Commissioner Regina Y. Rush-Kittle	
Address: 1111 Country Club Road, Middletown, CT 06457	
Emails: regina.rush-kittle@ct.gov and rita.stewart@ct.gov	Phone: 860-685-8531
	Fax: 860-685-8902
2. The Point of Contact for _____ (Please fill in the following fields)	
Name & Title:	
Address:	
Email Address:	Phone:
	Fax:

M. Other provisions.

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or _____. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

THE _____

By: _____ Date: _____
 Its Chief Executive Officer
 Duly Authorized
 Typed Name &
 Title: _____

The Capitol Region Council of Governments (CRCOG)

By: _____ Date: _____
 Its Chief Executive Officer
 Duly Authorized
 Typed Name _____

THE Region 3 REGIONAL EMERGENCY PLANNING TEAM

By:

Date:

Its Chair
Duly Authorized
Typed Name: _____

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

Date:

By: _____

Regina Y. Rush-Kittle
Duly Authorized

MEMORANDUM OF AGREEMENT

REGARDING USE OF
FEDERAL FISCAL YEAR 2021 STATE HOMELAND SECURITY
GRANT FUNDING AND CUSTODIAL OWNERSHIP OF
REGIONAL ASSETS IN DEMHS Region 3

APPENDIX A

FOR THE _____ (name of municipality)

Equipment Description

---Sample---

The Regional Fiduciary will complete this form(s) for custodial owners of equipment purchased under FY 2021 Homeland Security Grant Program.

(name of municipality)

Its Chief Executive Officer
Duly Authorized
Typed Name &
Title: _____

Date:

THE REGION 3 REGIONAL EMERGENCY PLANNING TEAM

By: _____
Its Chair
Duly Authorized
Typed Name: _____

Date:

DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/ DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY

By: _____
Regina Y. Rush-Kittle
Deputy Commissioner
Duly Authorized

Date:

AUTHORIZING RESOLUTION OF THE
Town of Simsbury Board of Selectmen

CERTIFICATION:

I, Trish Munroe, the Town Clerk of the Town of Simsbury, do hereby certify that the following is a true and correct copy of a resolution adopted by the Town of Simsbury Board of Selectmen at its duly called and held meeting on November 8, 2021, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the Town of Simsbury may enter into with and deliver to the **State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security** any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Maria E. Capriola, as Town Manager of the Town of Simsbury, is authorized and directed to execute and deliver any and all documents on behalf of the Simsbury Board of Selectmen and to do and perform all acts and things which he/she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

The undersigned further certifies that Maria Capriola now holds the office of Town Manager and that he/she has held that office since January 29, 2018.

IN WITNESS WHEREOF: The undersigned has executed this certificate this day of November, 2021.

Trish Munroe, Town Clerk

PLACE
SEAL HERE
(or "L.S." if
no seal)



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Use of Ellsworth Trust for Downtown Simsbury and Tariffville Beautification - Holiday Lighting
2. **Date of Board Meeting:** November 8, 2021

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 the purchase of holiday lights to beautify downtown (Hopmeadow) and Main Street (Tariffville), the following motion is in order:

Move, effective November 8, 2021, to approve the use of funds from the Ellsworth Trust for the acquisition of holiday lights to beautify downtown Simsbury and Tariffville.

5. **Summary of Submission:**
Town Staff have identified a portion of Hopmeadow Street (tentatively from the Library to Town Hall) and a portion of Main Street in Tariffville to hang holiday lights from the light poles to beautify the downtown areas of Simsbury. The Town has access to funds from the Ellsworth Trust which is to be used to "beautify the main streets" but comes with a stipulation that the Selectmen must approve use of the funds from the Trust.

Staff is estimating that 43 poles would be decorated with each pole having a set of two 100 LED light strings. The estimated cost of this is \$960. In the event that any of the electrical outlets on the light poles are broken and need to be fixed, our street light account would pay for that expense.

The Culture, Parks and Recreation Commission has been supportive of downtown beautification projects. Many years ago, the Town did have a practice of hanging holiday lights downtown; that practice was discontinued over a decade ago. However, in recent years, we have received some inquiries regarding a desire to have the practice begun again.

6. **Financial Impact:**
The Ellsworth Trust currently has a balance of \$21,985.37, but \$3,000 of that needs to be preserved. Therefore, the Trust has \$18,985.37 that can be utilized. Staff is estimating this project would cost approximately \$960, leaving a remaining balance of around \$18,000 that can be utilized for future projects.

7. Description of Documents Included with Submission:

None



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Supplemental Appropriation Request – Emergency Repairs to Owens Brook Open Space Parcel
2. **Date of Board Meeting:** November 8, 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 supplemental appropriation request for the emergency repairs of the Owen's Brook open space parcel, the following motion is in order:

Move, effective November 8, 2021, to approve a supplemental appropriation for the Owen's Brook open space parcel emergency repairs in the amount of \$60,000 and to recommend to the Board of Finance use of funds from the capital reserve to fund the work.

5. **Summary of Submission:**

The week of October 18th Town staff discovered a slope failure in Town owned open space located on Owen's Brook that has led to a steep and potentially unstable slope. This slope is adjacent to the Meadowview Apartments located on Hopmeadow Street. Staff discovered that the collapsed slope caused a large soil backup that is blocking the culvert in this area and will inhibit the flow of Owen's Brook.

As a result, the Town needed to conduct emergency repairs to this area. The necessary permits to conduct these repairs have been obtained and the emergency repair work has begun. The current estimate to complete this work is \$60,000.

The scope of work includes:

- Clearing all of the vegetation in the lower section of the stream channel and trees from above the culvert. Both areas contain a large amount of invasive vegetation.
- Bypass pumping from the upstream location and discharge to the roadway, allowing the flow in the gutter to the catch basin just west of Hopmeadow Street.
- Re-establishing the stream channel in the lower section of the project and using materials to stabilize the banks in the area of the removed vegetation for the winter.
- Removing the fallen trees and debris from the upstream end of the culvert.
- Installing a new culvert or extending the existing culvert depending on the conditions found in the field.

- Regrading of the slopes and re-establishing vegetation or mulch to stabilize all slopes and open cut areas

The Board of Finance will review this at their meeting on November 16, 2021.

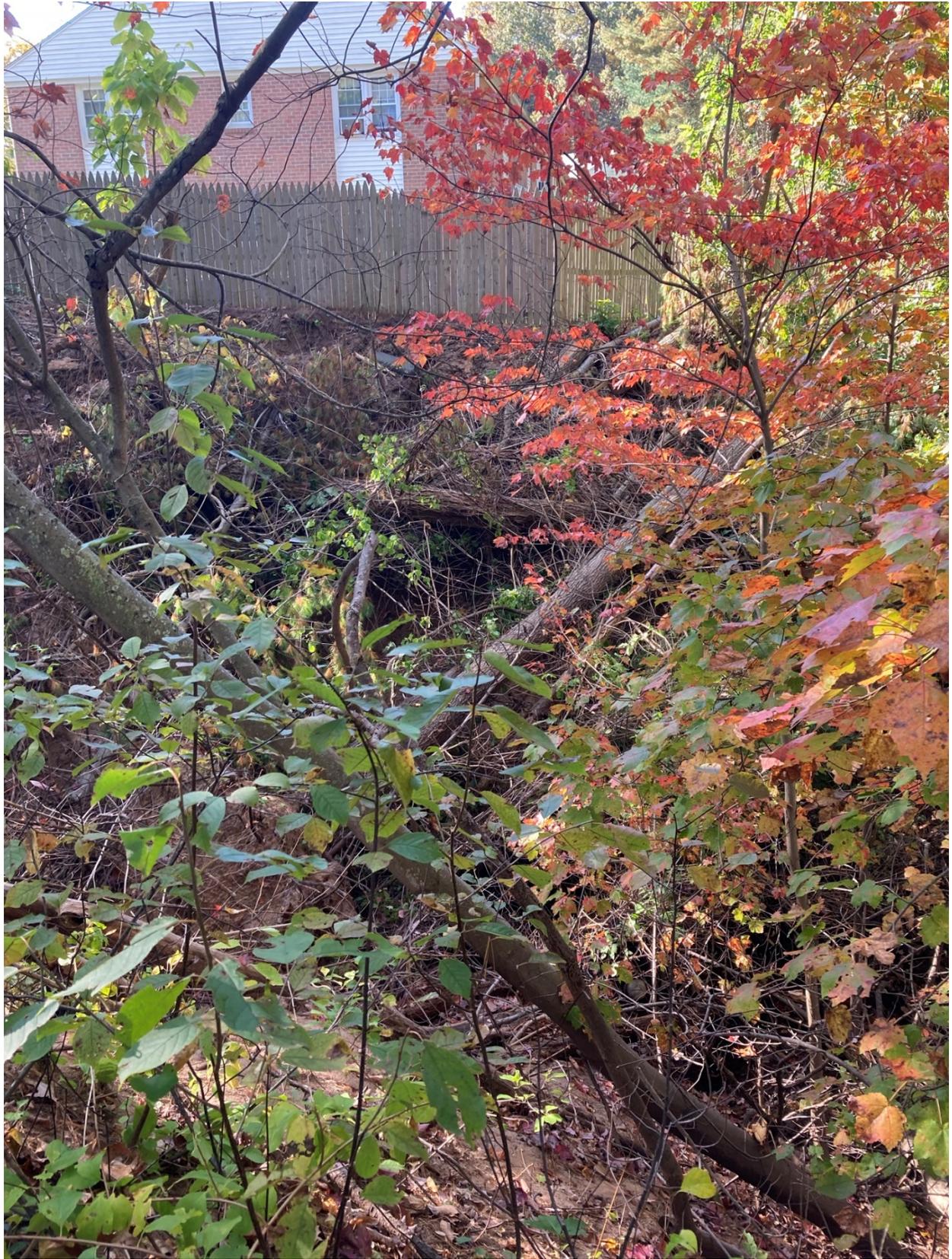
6. Financial Impact:

Staff is estimating costs of up to \$60,000 to complete the emergency repairs. Staff recommends utilizing funds from the capital reserve to fund this work.

7. Description of Documents Included with Submission:

- a) Photos of Owen's Brook Slope Collapse











Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Firetown Road and Barndoor Hills Road Bridges over Bissell Brook – Grant Agreement
2. **Date of Board Meeting:** November 8, 2021
3. **Individual or Entity making the submission:**
Maria E. Capriola, Town Manager; Jerome F. Shea, PE, Town Engineer
Maria E. Capriola
4. **Action requested of the Board of Selectmen:**
If the Board of Selectmen supports accepting the Local Bridge Program Grant, the following motion is in order:

Move, effective November 8, 2021, to accept the Local Bridge Program Grant in the amount of \$402,500, and to authorize Town Manager, Maria E. Capriola to execute all documents related to the State Municipal Grant Agreement.

5. **Summary of Submission:**

In August of 2018, the Simsbury Engineering Department applied through the Local Bridge Program for a bridge preservation grant from the Connecticut Department of Transportation (CDOT). The objective of this program is to rehabilitate local bridges to prolong the life of the structure to at least an additional 20 years. Simsbury submitted two (2) bridge projects under the grant program for funding; Firetown Road over Bissell Brook (Bridge No. 04549) and Barndoor Hills Road over Bissell Brook (Bridge No. 04550).

The bridge preservation program is a relatively new source of grant funding from CTDOT via the Local Bridge Program to help communities rehabilitate structures that do not meet the qualifications for complete replacement. Simsbury applied for this grant¹ in February of 2018 and re-applied in August of 2018 at the direction of CTDOT. The grant is a 50% match for the total costs of the project including design and inspection services.

The Town received a Commitment to Fund letter from CTDOT in September 2018 indicating that the two submitted applications qualify for funding under the Local Bridge Program, and that the project must include both bridges to meet a minimum project funding criteria under the program.

A supplemental application was submitted to CDOT on July 2, 2021 with updated cost estimates for the project. Costs for the project have increased since our initial grant

¹ Board of Selectmen authorization to submit grant application received at January 8, 2018 meeting

application from \$728,000 to \$806,100. This supplemental application was approved and a grant agreement has been provided by DOT for execution. The Town Attorney has reviewed and approved the proposed agreement.

6. Financial Impact:

Local matching funds in the amount of \$402,500 for the project are being provided from remaining capital funds for our Bridge Improvement Program that were approved and appropriated as part of our capital budget in two separate capital budget requests in FY 2015 and in FY 2018.

7. Description of Documents Included with Submission:

- a) State / Municipal Grant Agreement
- b) Excerpt of January 8, 2018 Board of Selectmen Minutes
- c) Map of Proposed Locations



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



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

October 14, 2021

Ms. Maria E. Capriola
Town Manager
Town of Simsbury
933 Hopmeadow Street
Simsbury, Connecticut 06070

Dear Ms. Capriola:

Subject: Local Bridge Program, Grant Agreement for Signature
Firetown Road over Bissell Brook, Bridge No. 04549
Barndoor Hills Road over Bissell Brook, Bridge No. 04550
State Project No. 9128-4549
Town of Simsbury

Enclosed is the original State/Municipal Grant Agreement for the subject project. Please sign this document in accordance with the instructions noted below:

1. Your signature must be affixed to the signature page of the agreement. A digital signature is acceptable and recommended if your municipal policy so allows.
2. If signed by hand (i.e. not digital), the Municipal Seal must be affixed upon the signature page of the agreement.
3. Do not complete the exhibit forms attached to the agreement at this time.

After the agreement has been signed, sealed, and dated, please return it, including the exhibits, to the email shown below. A certified copy of the minutes of the meeting appropriating the funds for the municipal share of the project must also be submitted to the email shown below.

Francisco.Fadul@ct.gov

Once the Agreement has been signed by the State, one copy will be sent to the Town for your records.

If you have any questions or need any assistance, please contact Mr. Francisco T. Fadul, Project Engineer for the Local Bridge Program, at (860) 594-2078.

Very truly yours,

Priti Bhardwaj

Digitally signed by Priti Bhardwaj
DN: C=US, E=priti.bhardwaj@ct.gov,
O=Department of Transportation,
OU=Bridge Consultant Design, CN=Priti
Bhardwaj
Date: 2021.10.14 10:37:05-0400'

Priti S. Bhardwaj, P.E.
Transportation Supervising Engineer
Bureau of Engineering and Construction

Enclosure

cc: Mr. Jerome F. Shea, P.E., Town Engineer
The Honorable Eric Wellman, First Selectman

GRANT AGREEMENT
BETWEEN THE STATE OF CONNECTICUT AND THE
TOWN OF SIMSBURY
UNDER THE LOCAL BRIDGE PROGRAM
FOR FIRETOWN ROAD OVER BISSELL BROOK, BRIDGE No. 04549, AND
BARNDOR HILLS ROAD OVER BISSELL BROOK, BRIDGE No. 04550
STATE PROJECT No. 9128-4549

THIS AGREEMENT, concluded at Newington, Connecticut, this _____ day of _____, _____, by and between the State of Connecticut, Department of Transportation, Joseph J. Giulietti, Commissioner, acting herein by Scott A. Hill, P.E., Bureau Chief, Bureau of Engineering and Construction, duly authorized, hereinafter referred to as the "State", or "Department", and the Town of Simsbury, a municipal corporation chartered under the laws of the State of Connecticut, having its principal place of business at Town Hall, 933 Hopmeadow Street, Simsbury, CT 06070, acting herein by Maria E. Capriola, Town Manager, hereunto duly authorized, hereinafter referred to as the "Municipality".

WITNESSETH, THAT

WHEREAS, Section 13a-175s of the Connecticut General Statutes, as amended by Public Act 13-239, provides for the making of grants by the State to municipalities to finance in part the removal, replacement, reconstruction, rehabilitation or improvement of local bridges;

WHEREAS, the Municipality has applied for such a grant from the State to finance in part the removal, replacement, reconstruction, rehabilitation or improvement of the Bridge (defined below); and

WHEREAS, the State has issued a commitment to fund such grant dated September 26, 2018.

NOW THEREFORE, KNOW YE THAT:

THE STATE AND THE MUNICIPALITY MUTUALLY AGREE:

Section 1. Definitions

Section 1.1. For the purposes of this Agreement, the following words and terms shall have the respective meanings set forth as follows:

"Audit" means the audit of Project Costs provided by the Municipality in accordance with Section 5.6 of this Agreement and reviewed by the State in accordance with Section 6 of this Agreement.

"Bridge" means the bridge or culvert owned in whole or in part by the Municipality and/or which the Municipality must maintain under a legal or contractual obligation located at Firetown Road over Bissell Brook, Bridge No. 04549, and Barndoor Hills Road over Bissell Brook, Bridge No. 04550.

"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.

"Commissioner" means the Commissioner of the Connecticut Department of Transportation, or his designee.

"Event of Default" means an event of default specified in Section 7.1 of this Agreement.

"Grant" means the grant of Local Bridge Program funds to be made by the State to the Municipality pursuant to Section 2.1 of this Agreement to finance in part the Project.

"Municipality Parties" means the Municipality's officials, officers, managers, representatives, agents, consultants, employees, or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to perform under the Agreement in any capacity.

"Project" means the removal, replacement, reconstruction, rehabilitation or improvement of the Bridge by the Municipality.

"Project Costs" means the costs of the Project determined by the Commissioner to be necessary and reasonable.

"Records" means all working papers and such other information and materials as may have been accumulated by the Municipality in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

"Supplemental Grant" means the additional grant of Local Bridge Program funds to be made by the State to the Municipality pursuant to Section 2.2 of this Agreement to finance in part the Project.

Section 2. The Grant

Section 2.1. The Grant Commitment. Subject to the terms and conditions of this Agreement, the State agrees to grant to the Municipality Four Hundred Two Thousand Five Hundred and 00/100 Dollars (\$402,500.00) (the "Grant") through the Office of the State Comptroller's Vendor Direct Deposit Automated Clearing House (ACH) Program, or by check if the Municipality has not provided account information to receive payment by Electronic Funds Transfer (EFT). The State's obligation to make the Grant shall terminate one hundred eighty (180) days from the date of this Agreement unless the conditions precedent to funding the Grant set forth in Section 4 of this Agreement are satisfied by that date.

Section 2.2. The Supplemental Grant Commitment. Subject to the terms and conditions of this Agreement and provided the Grant is made and Project Costs exceed Eight Hundred Five Thousand and 00/100 Dollars (\$805,000.00), the State may, at the discretion of the Commissioner, and provided that sufficient funds are available, grant to the Municipality a Supplemental Grant in a sum not to exceed an amount equal to 50.00% of the Project Costs minus the Grant. Such Supplemental Grant shall be made in accordance with Section 6.1 of this Agreement.

Section 2.3. Required Repayment of the Grant. The Municipality shall, as soon as practicable, but not later than ninety (90) days after the State notifies the Municipality of the results of the Audit, repay any amount of the Grant in excess of that which the Municipality is eligible for under the Local Bridge Program. In addition, the Municipality agrees to repay the amount of the Grant and any Supplemental Grant in the event that the Project is canceled by the Municipality after the Grant is made.

Section 3. Warranties and Representations

The Municipality hereby represents and warrants to the State (which representations and warranties will survive the making of the Grant and the Supplemental Grant, if any) that:

Section 3.1. Existence and Power. The Municipality is, and, except as provided in Section 5.4 hereof, will continue to be, a body politic and corporate, validly existing under the laws of the State of Connecticut, and has the power to execute and deliver this Agreement.

Section 3.2. Authority. The execution and delivery by the Municipality of this Agreement have been duly authorized by the Municipality in conformity with all applicable laws, including its charter, if any, and no proceedings or authority for the execution and delivery of this Agreement have or has been repealed, rescinded or revoked.

Section 3.3. Validity. This Agreement, upon the execution and delivery thereof, will be a legal, valid, and binding obligation of the Municipality enforceable against it in accordance with its respective terms.

Section 3.4. Litigation. No litigation of any nature is now pending or, to the best of the Municipality's knowledge, threatened which would restrain or enjoin the execution or delivery of this Agreement, or in any manner questioning the authority or proceedings for the execution or delivery of this Agreement.

Section 3.5. Events of Default. No Event of Default specified in Section 7.1 hereof, and no event which with the lapse of time or the giving of notice or both would become an Event of Default, has occurred and is continuing.

Section 4. Conditions Precedent

The obligation of the State to make the Grant and any Supplemental Grant is subject to the following conditions precedent:

Section 4.1. Conditions Precedent Established By Regulation. Prior to making the Grant, the Municipality shall deliver to the State, if applicable:

- (a) Certified copies of all bids of contractors with respect to the Project;
- (b) Evidence that the Municipality and the contractor have entered into a legally binding construction contract;
- (c) Evidence that the Municipality has available to it, or has made arrangements satisfactory to the Commissioner to obtain, funds to pay that portion of the Project Costs for which it is legally obligated and which are not met by the Grant; and
- (d) If the Bridge is owned or maintained by more than one municipality, evidence satisfactory to the Commissioner that all municipalities are legally bound to complete their respective portions of the Project.

Section 4.2. Conditions Precedent Established By Statute. Prior to the making of the Grant, and notwithstanding the conditions set forth in Section 4.1 of this Agreement, the State shall have received from the Municipality certification of its compliance with Section 13a-175s(e) of the Connecticut General Statutes, as it may be amended.

Section 4.3. Opinion of Municipal Counsel. Prior to the making of the Grant, the Municipality shall deliver to the State a written opinion from its municipal counsel satisfactory to the State substantially in the form of Exhibit I attached hereto, to the effect that (a) the making and performance of the Municipality of this Agreement have been duly authorized by all necessary municipal action, and (b) this Agreement, upon execution and delivery, will constitute a legal, valid and binding obligation of the Municipality enforceable against it in accordance with its respective terms.

Section 4.4. Signature and No Litigation Certificate. Prior to the making of the Grant, the State shall have received from the Municipality a Signature and No Litigation Certificate substantially in the form of Exhibit II attached hereto.

Section 4.5. Proof of Municipal Action. Prior to the making of the Grant, the Municipality shall deliver to the State evidence of all municipal action taken by the Municipality to authorize the execution and delivery of the Agreement, certified by an authorized official of the Municipality, and such other papers and documents as the State may reasonably request.

Section 4.6. Representations and Warranties. The representations and warranties of the Municipality contained in Section 3 hereof were on the date of this Agreement and remain on the date of the Grant and any Supplemental Grant true and correct.

Section 4.7. Insurance. The Municipality has provided the State with evidence that the Municipality or its contractor has obtained builder's risk insurance, or the Municipality maintains unrestricted reserves, complying with the requirements of Section 5.3 of this Agreement.

Section 4.8. Compliance with Federal and State Requirements. The Municipality shall at all times comply with all applicable Federal and State requirements pertaining to the Project.

Section 4.9. Electronic Funds Transfer. The Municipality shall complete the documentation required by the Office of the State Comptroller in order to participate in the Vendor Direct Deposit ACH Program, including designating a bank account into which the Grant can be deposited electronically.

THE MUNICIPALITY AGREES:

Section 5. Agreements of the Municipality

Section 5.1. Construction. (a) The Municipality will commence construction of the Project within ninety (90) days after the date of this Agreement, unless otherwise extended by the Commissioner; and (b) The Municipality will complete the Project in accordance with the final plans and specifications delivered to the State, no later than the date of completion set forth in the supplemental application delivered to the State, unless otherwise extended by the Commissioner.

Section 5.2. Maintenance of Bridge. The Municipality will operate and maintain the Bridge properly after completion of the Project and will comply with all statutes, rules and regulations applicable to the operation of the Bridge. The covenant contained in this Section 5.2 shall survive the making of the Grant and any Supplemental Grant and will terminate ten (10) years from the date the Project is certified as being complete by the Municipality in accordance with Section 5.6 of this Agreement.

Section 5.3. Insurance. With respect to the operations the Municipality performs or engages a prime contractor to perform under the terms of this Agreement, and also those performed for the Municipality by subcontractors of the prime contractor, the Municipality will be required to carry, and shall ensure that its prime contractor and any subcontractor(s) performing work in conjunction with the Project shall carry, for the duration of this Agreement and any supplements thereto, with the State being named as an additional insured party for paragraphs (a) and (b) below, the following minimum insurance coverages at no direct cost to the State. In the event the Municipality secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (a) and/or (b) below, the State shall be named as an additional insured. Said coverages to be provided by an insurance company or companies satisfactory to the State; except that, with respect to work performed directly and exclusively by the Municipality, the Municipality may request the State to accept coverage provided under a municipal self-insurance program. If requested by the State, the Municipality shall provide evidence of its status as a self-insured entity and describe its financial condition, the self-insurance funding mechanism and the specific process of how to file a claim against the self-insurance program. If such self-insurance coverage is acceptable to the State, in its sole discretion, then the Municipality shall assume any and all claims as a self-insured entity, and the respective insurance requirements stated herein will not be applicable.

- a) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages

arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period, and

- b) The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).
- c) Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U. S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively.
- d) Until the Project is completed in accordance with Section 5.6 of this Agreement, builder's risk insurance in an amount not less than the amount of the Grant, or the Municipality shall maintain unrestricted reserves in an amount not less than the amount of the Grant.

The Municipality shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Municipality may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement.

Section 5.4. Maintenance of Existence. The Municipality shall maintain its existence as a body politic and corporate, validly existing under the laws of the State; provided, however, that the Municipality may merge with or into another municipality so long as the surviving entity is a body politic and corporate validly existing under the laws of the State and such surviving municipality assumes all of the Municipality's obligations under this Agreement. The covenant contained in this Section 5.4 shall survive the making of the Grant and any Supplemental Grant and will terminate ten (10) years from the date the Project is certified as being complete in accordance with Section 5.6 of this Agreement.

Section 5.5. Use of Proceeds. The Municipality will use the proceeds of the Grant and the Supplemental Grant, if any, solely for the purpose of funding the Project.

Section 5.6. Completion of Project; Audit and Maintenance of Records. Upon completion of the Project, the Municipality shall certify to the State that the Project has been completed in accordance with the final plans and specifications for the Bridge delivered to the State. The municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The municipality receiving state funds must comply with Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder. The municipality also agrees that following completion of each full fiscal year during the term of this Agreement, it shall cause to

be prepared and delivered to the State, an audit performed in accordance with the following requirements:

a) FEDERAL SINGLE AUDIT: Each municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

b) STATE SINGLE AUDIT: Each municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) Sections 4-230 to 4-236, hereinafter referred to as the State Single Audit Act; 2) less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit Reports") must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable. Such Audit Reports shall include management letters and audit recommendations.

The audited municipality shall provide supplementary schedules with the following program/grant information: the program/grant number, CONNDOT project number, Federal project number, phase and expenditures by phase. The sum of project expenditures should agree, in total, to the program/grant expenditures in the Audit Reports. Federal and State programs/grants should be listed separately. (See attached schedule entitled "Supplementary Program Financial Information" for format.)

Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, State or Local Funds.

Any differences between the project expenditures identified by the auditor and those amounts approved and/or paid by the Connecticut Department of Transportation must be reconciled and resolved immediately.

Except for those projects advertised by the State, the municipality agrees that all fiscal records pertaining to the project shall be maintained for three (3) years after expiration or earlier termination of this Agreement or three (3) years after receipt of the final payment, whichever is later. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally and irrevocably resolved. These records shall include the contract, contractor's monthly and final estimates and invoices, construction orders, correspondence, field books,

computations, contractor's payrolls, EEO/AA records/reports, and any other project related records. **Such records will be made available to the State, State Auditors of Public Accounts and/or Federal Auditors upon request.** The audited municipality must obtain written approval from the Administrator of the Local Bridge Program for the Connecticut Department of Transportation prior to destruction of any records and/or documents pertinent to this Agreement.

The Municipality shall require that the work papers and reports of the independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Reports.

The State, including the State Auditors of Public Accounts, reserves the right to audit or review any records/work papers of the entity or municipality and the CPA pertaining to the Agreement.

Section 5.7. Administrative and Statutory Requirements. The Municipality shall comply with all the administrative and statutory requirements set forth in Exhibit III attached hereto and made a part hereof and agrees to be bound by the provisions therein contained.

Section 5.8. Indemnification.

(a) The Municipality 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 Municipality or any Municipality 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 Municipality shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) The Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

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

(d) The Municipality'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 Municipality 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 contributed to the Acts giving rise to the Claims.

(e) The Municipality shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Municipality shall name the State as an additional insured on the policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State, or State of Connecticut, is contributorily negligent.

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

THE STATE AGREES:

Section 6. Agreements of the State

Section 6.1. Audit and Supplemental Grant. Upon receipt of the audit provided for in Section 5.6, the State will review the audit and notify the Municipality of the amount by which the Grant exceeds or is less than 50.00% of the Project Costs. In case the Grant is less than 50.00% of the Project Costs and the Commissioner in accordance with Section 2.2 has agreed to make a Supplemental Grant, then the State shall as soon as practicable after making such determination, make the Supplemental Grant, subject to the conditions precedent set forth in Section 4 of this Agreement.

THE STATE AND MUNICIPALITY FURTHER MUTUALLY AGREE:

Section 7. Defaults

Section 7.1. Events of Default. An Event of Default shall be deemed to exist under this Agreement upon the occurrence of any of the following events or conditions:

- (a) Failure by the Municipality to observe or perform any covenant contained in Sections 5.2, 5.3, 5.4, 5.5, 5.7, and 5.8 of this Agreement; or
- (b) Failure by the Municipality to observe or perform any covenant contained in Section 5.1 or 5.6 of this Agreement and the continuance thereof for a period of thirty (30) days unless the Municipality notifies the State in writing within such thirty (30) day period that for some reason beyond its control it is unable to commence or complete the Project, certify the Project as being complete or complete the Audit within the times provided in Sections 5.1 and 5.6, as the case may be, in which case no Event of Default shall occur if the Municipality is proceeding in good faith and with due diligence to commence or complete construction of the Project, provide certification of completion of the Project, or complete the Audit, as the case may be, but shall occur at the time the Municipality fails to so proceed; or
- (c) Any representation or warranty made by the Municipality herein, or any statement, certificate or other data furnished by the Municipality or any of its agents in

connection with the Project proves to be incorrect in any material respect as of the making or furnishing thereof; or

- (d) The Municipality shall: (1) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of any of its assets; (2) be unable, or admit in writing its inability to pay debts as they mature; (3) file or permit the filing of any petition, arrangement, reorganization, or the like under any insolvency or bankruptcy law, or the adjudication as a bankrupt, or the making of an assignment for the benefit of creditors, or the consenting 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 (4) take any action for the purposes of effecting any of the foregoing; or
- (e) The Municipality shall commence any proceeding to dissolve or be dissolved or cease to legally exist.

Section 7.2. Remedies. (a) If the Municipality fails to comply with its agreements contained in Sections 5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, and 5.8, the State may declare that the Grant and Supplemental Grant are to be refunded by the Municipality to the State in which case the amount of the Grant and the Supplemental Grant shall be due and payable automatically without notice or demand of any kind, whereupon the same shall become forthwith due and payable.

(b) In addition to the remedy provided in subsection (a) of this Section 7.2, the State shall be entitled to injunctive relief upon the occurrence and continuance of a breach by the Municipality of any agreement contained in Section 5.2 of this Agreement, the parties recognizing that such breach shall result in irreparable injury to the State which does not have an adequate remedy at law.

Section 8. Miscellaneous

Section 8.1. Waivers. (a) The Municipality hereby waives diligence, presentment, demand, protest and notice of dishonor. (b) The State shall not be deemed to have waived any of its rights under this Agreement unless such waiver is in writing and signed by the State. No delay or omission on the part of the State in exercising any right under this Agreement shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. The State may revoke a waiver previously granted to the Municipality and such revocation shall be effective whether given orally or in writing. All rights and remedies of the State under this Agreement shall be cumulative and may be exercised singularly or concurrently.

Section 8.2. Notices. It is mutually understood and agreed by the parties hereto that any "Official Notice" from one such party to the other such party, in order for such Notice to be binding thereon, shall:

- (a) Be in writing (hard copy) addressed to:
 - 1. When the State is to receive such Notice:

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

2. When the Municipality is to receive such notice:

The person(s) signing below on behalf of the Municipality at the address set forth on the first page hereof;

- (b) Be delivered in person with acknowledgement of receipt or be mailed by United States Postal Service "Certified Mail" to the address recited herein as being the address of the party to receive such Notice; and
- (c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "Official Notice" as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the party as well as any document(s), including any electronically-produced versions, provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title and affiliation) to which such Notice(s) is (are) to be addressed; alternate means of conveying such Notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such Notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

Section 8.3. Suspension or Debarment. Suspended or debarred contractors, municipalities, consulting engineers, suppliers, materialmen, lessors or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(a) The signature on the Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or any position involving the administration of Federal or State funds:

- 1. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Has not, within the prescribed statutory time period preceding this Agreement, been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft,

forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)2 of this certification; and
4. Has not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

(b) Where the Municipality is unable to certify to any of the statements in this certification, the Municipality shall attach an explanation to this Agreement.

The Municipality agrees to insure that the following certification is included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

1. The prospective subcontractors, sub-subcontractors participant(s) certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective subcontractors, sub-subcontractors participant(s) are unable to certify to any of the statements in this certification, such prospective participant(s) shall attach an explanation to this proposal.

Section 8.4. Expenses. The Municipality will pay all reasonable expenses of the State arising out of the enforcement of this Agreement (including, without limitation, reasonable counsel fees).

Section 8.5. Litigation. The Municipality agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Municipality further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

Section 8.6. Survival of Representations, Warranties and Covenants. Except as otherwise provided herein, all representations, warranties, covenants and agreements contained in this Agreement or made in writing in connection with this Agreement, shall survive the execution and delivery of this Agreement and shall continue in full force and effect until all amounts payable on account of this Agreement shall have been paid in full and this Agreement shall have terminated.

Section 8.7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Municipality, the State and their respective successors. Except as otherwise provided herein, the rights and obligations hereunder may not be assigned to any other party by either the State or the Municipality.

Section 8.8. Waiver of Governmental Immunity. Nothing in this Agreement shall preclude the Municipality from asserting its Governmental Immunity rights in the defense of third

party claims. The Municipality's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the State, at law or in equity, under this Agreement, including, but not limited to, those relating to damages.

Section 8.9. Incorporation of Other Documents. The Municipality's Local Bridge Program Preliminary Application and Supplemental Application(s) filed with the Commissioner in connection with the Project are incorporated herein and made a part hereof as if they were fully set forth herein.

Section 8.10. Jurisdiction and Forum. 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 Municipality 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.

Section 8.11. Non-waiver of State's Immunities. The parties acknowledge and agree that nothing in this 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 this Agreement. To the extent that this section conflicts with any other section, this section shall govern.

The parties hereto have caused this Grant Agreement to be duly executed as of the day and year first above written.

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
Joseph J. Giulietti, Commissioner

By _____ (Seal)
Scott A. Hill, P.E.
Bureau Chief
Bureau of Engineering and Construction

Date: _____

MUNICIPALITY
TOWN OF SIMSBURY, CONNECTICUT

By _____ (Seal)
Maria E. Capriola
Town Manager

Date: _____

EXHIBIT I TO GRANT AGREEMENT

OPINION OF MUNICIPAL COUNSEL

(Letterhead of Municipal Counsel)

Closing Date

State of Connecticut
Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546

Town of Simsbury
Town Hall
933 Hopmeadow Street
Simsbury, CT 06070

Re: Firetown Road over Bissell Brook, Bridge No. 04549, and
Barndoor Hills Road over Bissell Brook, Bridge No. 04550
Agreement No. 10.12-01(21)
State Project No. 9128-4549

Gentlemen:

We have examined certified copies of the proceedings of the Town of Simsbury, Connecticut and other proofs submitted to us relative to the execution and delivery of the Grant Agreement, dated TO BE DETERMINED, by and between the State of Connecticut, acting by and through the Commissioner of the Department of Transportation, and the Town of Simsbury, Connecticut (the "Agreement"). Capitalized terms used herein shall have the meanings ascribed thereto in the Agreement.

We have also examined the executed Agreement.

We are of the opinion that the making and performance of the Agreement has been duly authorized by all necessary municipal action and that the Agreement, upon execution and delivery, will constitute a legal, valid and binding obligation of the Town of Simsbury, enforceable against it in accordance with its respective terms.

Respectively yours,

EXHIBIT II TO GRANT AGREEMENT
SIGNATURE AND NO LITIGATION CERTIFICATE

Firetown Road over Bissell Brook, Bridge No. 04549, and
Barndoor Hills Road over Bissell Brook, Bridge No. 04550
Agreement No. 10.12-01(21)
State Project No. 9128-4549

We, Maria E. Capriola and Trish Munroe, Town Manager and Town Clerk, respectively, of the Town of Simsbury, Connecticut, HEREBY CERTIFY that the Grant Agreement dated TO BE DETERMINED, by and between the State of Connecticut, and the Town of Simsbury, Connecticut, ("Agreement"), was on the date hereof duly and completely executed in the name and on behalf of the Town of Simsbury, Connecticut by the execution thereon of the signature of the undersigned, Maria E. Capriola, Town Manager; and that said Agreement bears the seal of said Town of Simsbury, Connecticut.

We further certify that on the date hereof we were and are the duly elected or appointed, qualified and acting officers authorized to execute said Agreement and holding the offices indicated by the official titles opposite our names and that the seal which has been impressed on said Agreement and upon this certificate is the legally adopted, proper and only official seal of the Town of Simsbury, Connecticut.

We further certify that no litigation of any nature is now pending or threatened, restraining or enjoining the execution or delivery of said Agreement or in any manner questioning the authority or proceedings for the execution or delivery of said Agreement or affecting the validity of the same; and that no proceedings or authority for the execution and delivery of the Agreement have or has been repealed, rescinded or revoked.

IN WITNESS WHEREOF, we have hereto affixed the corporate seal of said Town of Simsbury _____ (Seal)
and our signatures as of the _____ day of _____, _____.

<u>Signature</u>	<u>OFFICIAL TITLE</u>	<u>Expiration of Office</u>
_____ Maria E. Capriola	Town Manager	_____
_____ Trish Munroe	Town Clerk	_____

EXHIBIT III TO GRANT AGREEMENT

ADMINISTRATIVE AND STATUTORY REQUIREMENTS

THE MUNICIPALITY AGREES:

(1) 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 and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Municipality's request, the Department shall provide a copy of these orders to the Municipality.

(2) To comply with the policies enumerated in "Connecticut Department of Transportation, Policy Statement, Policy No. F&A-10 Subject: Code of Ethics Policy," June 1, 2007, a copy of which is attached hereto and made a part hereof.

(3) That this clause applies to those municipalities who are or will be responsible for compliance with the terms of the Americans Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Municipality represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Municipality to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Municipality. The Municipality warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Municipality to be in compliance with this Act, as the same applies to performance under this Agreement.

(4) To comply with the guidelines stipulated in Policy No. EX. O. -33, dated June 25, 2015, when architects, engineers and/or consultants are retained. Policy No. EX. O. -33, dated June 25, 2015, is attached hereto and hereby made a part of this Agreement.

CONNECTICUT DEPARTMENT OF TRANSPORTATION

LOCAL BRIDGE PROGRAM

SUPPLEMENTARY PROGRAM FINANCIAL INFORMATION

FEDERAL PROJECT No.¹: N/A

CONNDOT PROJECT No.: 9128-4549

MUNICIPALITY: Town of Simsbury

BRIDGE No.: 04549 and 04550

LOCATION: Firetown Road over Bissell Brook and Barndoor Hills Road over Bissell Brook

PERIOD COVERED: JULY 1, _____ TO JUNE 30, _____.

Note that the period of expenditure may not span the whole fiscal year. However, for audit purposes, the "period covered" must be the entire fiscal year.

PROGRAM/GRANT IDENTIFICATION No. ²	PHASE ³	CURRENT PERIOD / FISCAL YEAR EXPENDITURES BY PHASE ⁴	TOTAL EXPENDITURES TO DATE, BY PHASE ⁴
	PE		
	ROW		
	UTILITY		
	CONST		
	CE		
	OTHER:		

¹ For projects with Federal funding.

² The number used by the municipality to identify the account in financial records, such as the grant identification number, or capital project number.

³ Preliminary Engineering (PE), Rights of Way (ROW), Municipally-Owned Utilities (UTILITY), Construction (CONST), Construction Engineering/Inspection/Incidentals (CE), Other – provide explanation (OTHER)

⁴ The sum of the project expenditures should agree, in total, to the program/grant expenditures, and these costs should agree with those in the municipal annual audit.



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. F&A-10
June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

**For questions, contact the Ethics
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command*. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall *not* constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries.

No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall *not* constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she *must* report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
 - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - **Prohibited Representation:** DOT employees must *never* represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within

their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. **Ethical Considerations Concerning Bidding and State Contracts:** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)


Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics



CONNECTICUT DEPARTMENT OF TRANSPORTATION **POLICY STATEMENT**

POLICY NO. EX.O. - 33
June 25, 2015

SUBJECT: Policy on Non-Federally Funded Contract Fees for Architects, Engineers and Consultants performing services for the Department

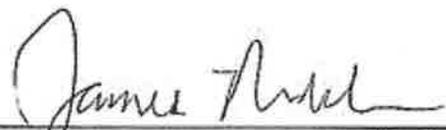
On May, 4 2015 the Office of Policy and Management (OPM) rescinded OPM General Letter No. 97-1. OPM is currently working, in consultation with DOT, to establish revised guidelines regarding the reasonableness and allow-ability of various cost factors related to engineering consultant services as required by Section 13b-20m of the Connecticut General Statutes.

In the interim, the Department will utilize the following Policy on Non-Federally Funded Contract Fees for Architects, Engineers and Consultants performing services for the Department:

All contracts for architects, engineers and consultants shall be negotiated and awarded on the following basis:

1. Burden, Fringe, Overhead and Profit – Actual but not to exceed 165% for work utilizing a Home Office rate and 130% for work utilizing a Field Office rate.
2. Travel – Maximum is established per the State Travel Regulations (Manager's Agreement).

Each such contract must contain appropriate language to clearly acknowledge the parameters of this letter.


James Redeker
Commissioner

d) Hopmeadow Street Banners – Installation Policy

Mr. Wellman said the long-time volunteers, who have been hanging the banners on Hopmeadow Street, said they will no longer be able to perform this service. Town staff has requested a moratorium on banners until a new policy is developed on hanging these banners.

Mr. Roy said they are looking at the cost, time, etc. of hanging the banners. They were asked to hang a Martin Luther King banner in December.

Mr. Askham made a motion to approve a moratorium on the hanging of banners across Hopmeadow Street adjacent to Shultz Park, after the Martin Luther King banner is put in place, until Town staff identify a specific policy and process for managing this work. Ms. Cook seconded the motion. All were in favor and the motion passed.

e) Approve 2018 Ground Licenses for various Town owned Agricultural Properties

Mr. Wellman said the ground licenses expired on December 31, 2017. There is no impact on the finances of the Town of Simsbury.

Mr. Shea said these are reasonable requests. They have both been good stewards of the land.

Mr. Askham made a motion to authorize a one year extension of ground license, with two one year options for Daren P. Hall as long as the annual rent is paid the first of each year. Mr. Peterson seconded the motion. All were in favor and the motion passed.

Mr. Askham made a motion to authorize a three year extension of ground license for Anthony Napolitano as long as the annual rent is paid the first of each year. Mr. Paine seconded the motion. All were in favor and the motion passed.

f) Authorize Submission of a State Local Bridge Grant to rehabilitate Firetown Road Bridge over Bissell Brook

g) Authorize Submission of a State Local Bridge Grant to rehabilitate Barndoor Hills Road Bridge over Bissell Brook

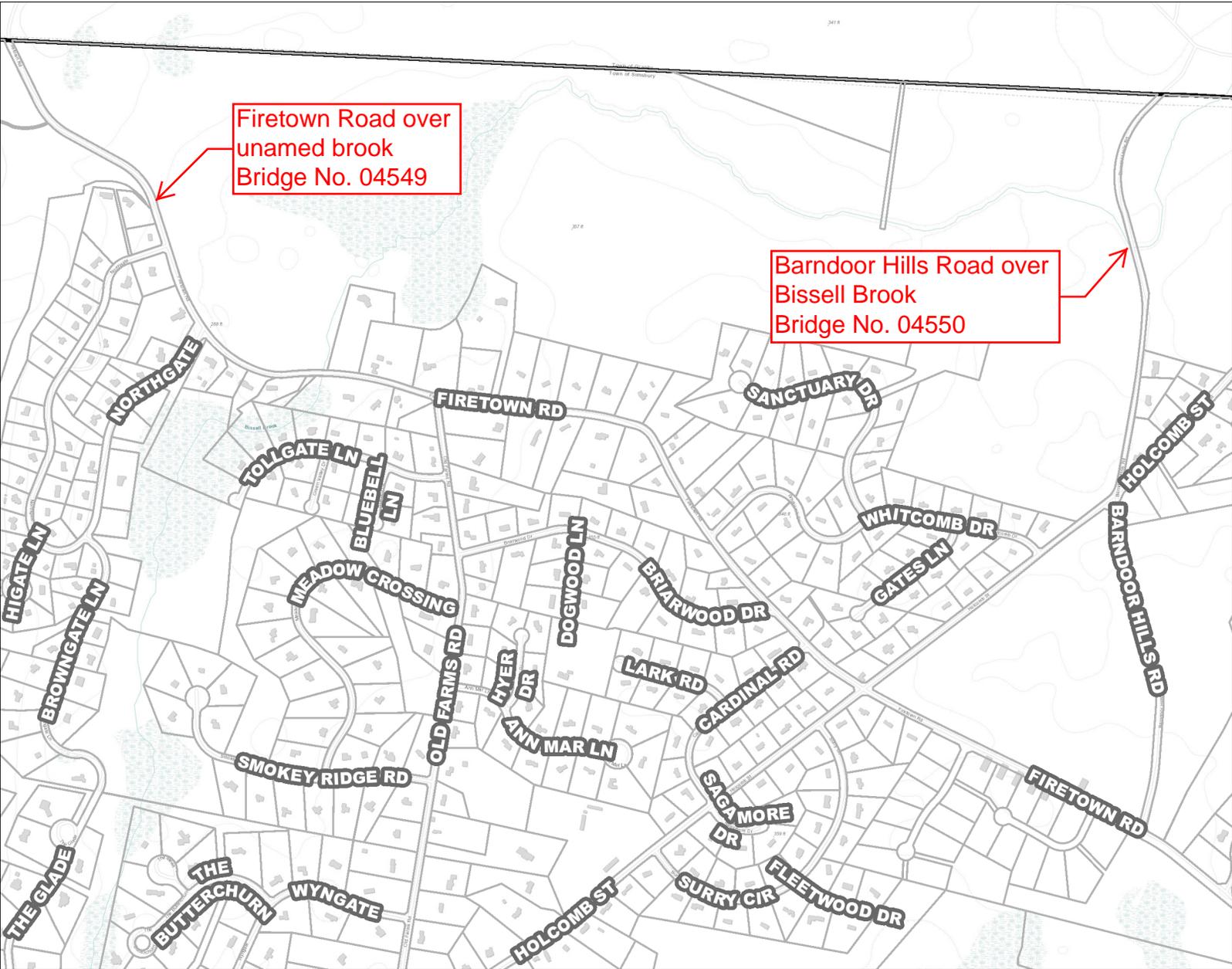
Mr. Wellman said f) and g) really go together. The Town’s contribution would be 50%, which is already available in the 2018 capital improvement project budget.

Mr. Shea said they took a closer look at the bridges in Town and prioritized them. These bridges have not been touched in over 20 years.

Mr. Askham made a motion to authorize submission of a State Local Bridge Grant to rehabilitate Firetown Road Bridge over Bissel Brook. Ms. Cook seconded the motion. All were in favor and the motion passed.

Ms. Cook made a motion to authorize submission of a State Local Bridge Grant to rehabilitate Barndoor Hills Road Bridge over Bissel Brook. Mr. Paine seconded the motion. All were in favor and the motion passed.

Bridge Locations - Local Bridge Program FY19 Grant



Legend

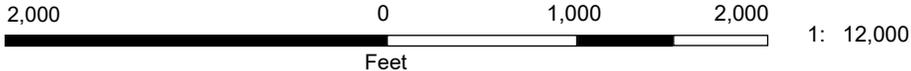
- Parcels
- Street Labels
- Town Border
- Citations

Location



Notes

Firetown Road over Bissell Brook
 Barndoor Hills Road over Bissell Brook



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.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Public Gathering Permit –
Simsbury Performing Arts Center – Memorial
Ceremony
2. **Date of Board Meeting:** November 8, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Mike Glidden, Director of Planning and Community
Development; Tom Hazel, Assistant Town Planner
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports approving the public gathering permit application as
presented, the following motion is in order:

*Move, effective November 8, 2021, to approve the public gathering application on behalf
of the Simsbury Performing Arts Center and to authorize the issuance of the public
gathering permit for the Memorial Ceremony at the PAC*

5. **Summary of Submission:**
The Public Gathering Committee has approved the application for Simsbury Performing
Arts Center. The event will be held on November 12, 2021 at the Performing Arts
Center. The event is scheduled to start at 12:00 PM and end at 4:00 PM. Including
setup and breakdown.

The Memorial Ceremony is to honor former resident and war veteran, Dan Crowley.
“Dan was among the very last survivors of the historic and heroic battles of Bataan and
Corregidor in the Philippines from December 1941 to May 1942. During the chaotic and
desperate defense of the Philippines, he served with the Army Air Corps and Infantry on
Bataan and with the 4th US Marines on Corregidor. Here is a link to Dan’s full profile:
<https://docs.google.com/document/d/1bjLeWSowW3o2UZDc7nuOPMUiHPQLNnBNpdyTbYNENgRM/edit?usp=sharing>

Long active in veterans advocacy, Dan was instrumental in having the bridge on Route
185 in Simsbury renamed the “Bataan Corregidor Memorial Bridge” in memory of those
soldiers who fought alongside him and who lost their lives during the Battles of Bataan
and Corregidor. In 2014, Dan returned to Japan as part of the 5th US-Japan POW
Friendship program. In 2016, he represented the POW community at President Barack
Obama’s Veterans Day breakfast. In January, Dan received his Combat Infantry

Badge, POW Medal, and 1946 promotion to Sergeant at a ceremony at the Bradley Air National Guard Base.”²

6. Financial Impact:

None

7. Description of Documents Included with Submission:

a) Application, Map and Summary of Event

² Information provided by event organizers



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

PUBLIC GATHERING PERMIT APPLICATION

A Public Gathering Permit (PGP) is required when a proposal is made for a gathering of a number of people on Town property which may cause questions or raise concerns regarding traffic circulation and access issues involving local or state roadways, public safety, or issues regarding a required Special Exception permit from the Zoning Commission.

Application should be completed in full, including original signatures, before submitting to the Zoning Enforcement Officer at the Simsbury Town Offices, Planning & Zoning Department, 933 Hopmeadow Street, Simsbury, Connecticut 06070. The application must be received in office at least **6 WEEKS** prior to the date of the proposed event. The Board of Selectmen has the final authority to approve or deny public gathering permit applications. The Town reserves the right to cancel an event that does not obtain complete approval, as specified herein.

Organization's Name: Simsbury Performing Arts Center, Inc.

Applicant's Name: Missy DiNunno - Executive Director

Mailing Address: 22 Iron Horse Blvd (PO Box 245) Simsbury, CT 06070

Phone: 860-651-4052 Email: missy@simsburymeadowsmusic.com

Event Location: Simsbury Meadows Performing Arts Center

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

Exact Time(s)/Date Begin: 12:00pm 11/12/21 End: 4:00pm 11/12/21

*times above include setup/breakdown - see attached event outline
Number of people expected to be present for the event (incl. staff, volunteers, attendees): 150

- *The Town of Simsbury reserves the right to limit the number of attendees. The maximum number of permitted attendees will be determined after consultation with the Town of Simsbury.*

A Certificate of Insurance made out to the Applicant AND Town of Simsbury, evidencing coverage of \$1,000,000 in force for the duration of the event, must be submitted with this application. This Certificate of Insurance must include a hold harmless agreement for the Town.

TOWN OF SIMSBURY USE ONLY:			
Fee Received:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Insurance Received:	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>
Request Approved:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	MORE INFO: _____
Signature: _____		Date: _____	

EVENT INFO

Description of Event: Memorial service for decorated war veteran and
Simsbury resident, Dan Crowley.

Please indicate whether you will be bringing:

Additional trash and recycling receptacles: YES NO NUMBER: 1T/1R
• You are responsible for proper collection and removal of all waste generated by your event.

Portable toilets: YES NO NUMBER: 3
• If yes, please show locations on attached site plan.

Tent: YES NO SIZE: _____
OPEN SIDES ENCLOSED
• Tents must be in compliance with State of Connecticut tent regulations. The Town of Simsbury's Building Official or Fire Marshal can advise on tent requirements.

Lighting and/or sound equipment: YES NO
• If yes, please attach a list of the equipment you plan to use along with a stage plot with locations for the equipment.
• Lighting must meet the requirements of the Town of Simsbury Fire Marshal.

Does your event require electrical access? YES NO
• If so, a plan for electrical access will need to be reviewed with the Town of Simsbury Building Official or Fire Marshal.

Will food be sold or given away at your event? YES NO
• If food is to be served, whether prepared on- or off-site, you must obtain a Temporary Food Permit from the Farmington Valley Health District (www.fvhd.org).

Will alcohol be served at your event? YES NO
• If alcohol is to be served, you must obtain all pertinent State permits and abide by all Town and State laws and regulations. An additional list of policies applies if alcohol is to be served.

Will road closure(s) be necessary? YES NO
• Details of proposed traffic circulation and closings must be presented to the Chief of Police prior to his signing of the PGP application. If State roads are proposed for closing, a permit from the CT DOT may be necessary.

PLANNING & ZONING DEPARTMENT
933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3245

Alcohol

- Does your event require a Special Exception? YES NO
- Has the Zoning Commission approved a S.E.? YES NO
- Have you obtained a State of CT liquor license? YES NO

Signage

- Will your event require temporary signs? YES NO
 - No signage may be erected without written permission granted from the Zoning Enforcement Officer
- Has your organization secured permits for such? YES NO

Attachments:

Site Map

- The site plan/map of the proposed Public Gathering should be to-scale and show exactly:
 - Layout of the Event (tents, booths/vendors, rides, aisles, etc.)
 - Location of Lighting
 - Parking Layout

FARMINGTON VALLEY HEALTH DISTRICT
95 RIVER ROAD, CANTON, CT 06019

www.fvhd.org
860-352-2333

If food will be prepared or dispensed at your event, you must obtain a Temporary Food Permit from Farmington Valley Health District.

Has a Temporary Food Permit been secured? YES NO

<http://www.fvhd.org/food-protection1.html>

BUILDING DEPARTMENT
933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3234

Tent:

YES NO CAPACITY: _____
OPEN SIDES ENCLOSED
SQUARE FOOTAGE: _____

- Tents may require a Building Permit, depending on square footage, capacity, enclosure (or not), and if there will be heat and/or electrical. You should contact the Building Official to determine if a permit will be necessary.

Does your event require electrical access? YES NO

- Will you be utilizing portable generators? YES NO

FIRE MARSHAL
871 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-1973

DEPARTMENT OF PUBLIC WORKS (DPW)
66 TOWN FOREST ROAD, SIMSBURY, CT 06070

860-658-3222

Will barricades/signage be required:

- For the day of the event? YES NO
- In advance? DATES: _____

Are DPW trucks required for use as barricades? YES NO
QUANTITY: 0

- The fee schedule below is for one (1) Truck and one (1) staff member.
- All fees will begin when Public Works Trucks leave the DPW Campus.
- Each Truck will be filled with sand and operated by a single staff member.
- The number and positioning of the Trucks shall be determined by the Simsbury Police Department.
- The fees for using DPW trucks as barricades are as follows:
 - \$250 for first four (4) hours
 - \$50/hour for each additional hour during regular hours
 - \$75/hour for each additional hour on Federal holidays and Sundays

TOTAL FEE DUE: \$250 + (_____ hours x \$50/\$75) = \$ N/A
Fee is payable by check made out to the Town of Simsbury

Please note:

- No markings on the roadways or custom signage is allowed.
- Traffic cones shall not be provided by DPW.

POLICE DEPARTMENT
933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3100

Is this event a concert and/or festival? YES NO

If yes, please list recent prior venues that have hosted this concert/festival:

Will on-site private security be provided? YES NO NUMBER: _____

Will on-site emergency medical services be provided? YES NO NUMBER: _____

- Where will they be located? _____

SIMSBURY VOLUNTEER AMBULANCE ASSOCIATION
64 WEST STREET, SIMSBURY, CT 06070

860-658-7213

Will there be any athletic competitions or other activity/activities that could increase the likelihood of injury or illness? YES NO

Will the attendance be equal to or greater than 5000? YES NO NUMBER: 150

Attendance will be:

STAGGERED OVER COURSE OF EVENT AT A SPECIFIC TIME TIME: 2p - 3p

CULTURE, PARKS & RECREATION
100 OLD FARMS ROAD, SIMSBURY, CT 06070

860-658-3836

Are you serving food? YES NO

• If so, trash recycling barrels are required at Permittee's expense

Will you require any special field lining or set up? YES NO

Do you intend to use "staked" tents on athletic fields? YES NO

Will athletic field lighting be necessary? YES NO

Have you provided a parking plan on your site map? YES NO

Portable toilets must be provided at the rate of 1 toilet per 50 patrons, at the Permittee's expense.

• ATTENDANCE: 150 / 50 = 3 PORTABLE TOILETS REQUIRED

Public Gathering Permit Required Declaration

I declare that the information provided on this application is true and correct to the best of my knowledge and belief. I understand that if the information I have provided is a misrepresentation of the actual event, or that the actual event digresses in a manner from the approved permit, that the permit will be revoked.

Applicant's Name (Printed): Missy DiNunno on behalf of rental client

Applicant's Signature: *Missy DiNunno*

Date Signed: 10-25-21

REQUIRED SIGN OFFS
(in order required)

	Received Date:	Received By:	Approved By:	Action Date:
Culture Parks And Rec. Director	10/25/21	T. Tyburanski	T. Tyburanski email	10/25/21
Zoning Commission (As may be required by ZEO)	N/A			→
Building Official	N/A			→
Police Chief	10/25/21	G. Samuelski	G. Samuelski email	10/25/21
Dir of Public Works	10/25/21	T. Roy	T. Roy email	10/25/21
Dir of Health FVHD	10/25/21	J. Brown	J. Brown	10/25/21
Fire Marshal	10/25/21	P. Pawelke	P. Pawelke email	10-25-21
Zoning Enforcement Officer	10/25/21	Tom Hazel	[Signature]	10-25-21
Board of Selectmen	11/8/2021			

★

Hazel Thomas

From: Jason Brown <jbrown@fvhd.org>
Sent: Monday, October 25, 2021 3:11 PM
To: Hazel Thomas
Subject: RE: Memorial ceremony at the PAC PGP

All set Tom!

From: Hazel Thomas <thazel@simsbury-ct.gov>
Sent: Monday, October 25, 2021 2:58 PM
To: Jason Brown <jbrown@fvhd.org>
Subject: Memorial ceremony at the PAC PGP

Jason

There is no food or vendors at the service, it will be 150 people outdoors. I assume that there is nothing there for you but wanted to double check. The Simsbury Celebrates on the other hand I am sure you will have to get into more. Seems like all departments are. Thanks.

Thomas Hazel, CZEO
Assistant Town Planner
Town of Simsbury
(860) 658-3240
thazel@simsbury-ct.gov

Hazel Thomas

From: Patrick T. Tourville, CFI I <PTourville@simsburyfd.org>
Sent: Monday, October 25, 2021 2:35 PM
To: Missy DiNunno; Boulter Nicholas (SPD); James Baldis; Jason Brown; Barkowski Laura; Tom Roy; Samselski Gregory; Hazel Thomas; Tyburski Tom
Subject: RE: Crowley Memorial Public Gathering Permit Application
Attachments: FM_Approved_PGP_Crowley Memorial (11-12-21).pdf

Approved Fire Marshal's office

Patrick Tourville, CFI-I
Fire Marshal
Simsbury Fire District
871 Hopmeadow Street
Simsbury, CT 06070
(P) 860-658-1973
(C) 860-818-0479

From: Missy DiNunno <missy@simsburymeadowsmusic.com>
Sent: Monday, October 25, 2021 10:58 AM
To: nboulter <nboulter@pd.simsbury-ct.gov>; James Baldis <JBaldis@simsburyfd.org>; Jason Brown <jbrown@fvhd.org>; Laura Barkowski <lbarkowski@simsbury-ct.gov>; Patrick T. Tourville, CFI I <PTourville@simsburyfd.org>; troy@simsbury-ct.gov; gsamselski <gsamselski@pd.simsbury-ct.gov>; Tom Hazel <thazel@simsbury-ct.gov>; Tom Tyburski <ttyburski@simsbury-ct.gov>
Subject: Crowley Memorial Public Gathering Permit Application

Good morning,

Attached is a PGP Application for a memorial service honoring Simsbury resident and decorated veteran, Dan Crowley. His wife Kelley hopes to have guests seated on the lawn in front of the stage, but we will set chairs on stage as a plan B in the event of rain. It will be recommended that all guests wear masks out of an abundance of caution, particularly given potential for closer proximity seating if the event takes place fully on stage.

Many thanks in advance for your approvals!

Missy

--

Missy DiNunno
Executive Director
Simsbury Meadows Performing Arts Center
22 Iron Horse Blvd.
P.O. Box 245
Simsbury, CT 06070
Office 860-651-4052
www.simsburymeadowsmusic.com

Hazel Thomas

From: Tom Roy
Sent: Monday, October 25, 2021 1:27 PM
To: 'Missy DiNunno'; Boulter Nicholas (SPD); James Baldis; Jason Brown; Barkowski Laura; Patrick T. Tourville, CFI I; Samselski Gregory; Hazel Thomas; Tyburski Tom
Subject: RE: Crowley Memorial Public Gathering Permit Application

Approved Public Works

From: Missy DiNunno [mailto:missy@simsburymeadowsmusic.com]
Sent: Monday, October 25, 2021 10:58 AM
To: Boulter Nicholas (SPD); James Baldis; Jason Brown; Barkowski Laura; Patrick T. Tourville, CFI I; Tom Roy; Samselski Gregory; Hazel Thomas; Tyburski Tom
Subject: Crowley Memorial Public Gathering Permit Application

Good morning,

Attached is a PGP Application for a memorial service honoring Simsbury resident and decorated veteran, Dan Crowley. His wife Kelley hopes to have guests seated on the lawn in front of the stage, but we will set chairs on stage as a plan B in the event of rain. It will be recommended that all guests wear masks out of an abundance of caution, particularly given potential for closer proximity seating if the event takes place fully on stage.

Many thanks in advance for your approvals!

Missy

--

Missy DiNunno
Executive Director
Simsbury Meadows Performing Arts Center
22 Iron Horse Blvd.
P.O. Box 245
Simsbury, CT 06070
Office 860-651-4052
www.simsburymeadowsmusic.com

Hazel Thomas

From: Samselski, Gregory <GSamselski@pd.simsbury-ct.gov>
Sent: Monday, October 25, 2021 12:00 PM
To: Hazel Thomas
Subject: Re: New PGP for the PAC

Good for the PD.

Lt Gregory Samselski #103
Simsbury Police Department
Main# (860)658-3100
Office# (860)658-3106

On Oct 25, 2021, at 11:08 AM, Hazel Thomas <thazel@simsbury-ct.gov> wrote:

Please see the attached file for a PGP at the PAC for a memorial service on 11/12/21. This will need to go to the BOS so please review and respond as soon as you can. Thank you.

Thomas Hazel, CZEO
Assistant Town Planner
Town of Simsbury
(860) 658-3240
thazel@simsbury-ct.gov

<20211025104059656.pdf>

Hazel Thomas

From: Tyburski Tom
Sent: Monday, October 25, 2021 11:37 AM
To: Hazel Thomas; Abbuhl Amber
Subject: RE: New PGP for the PAC

Approved, Parks and Rec.

Have a great day,

Tom

From: Hazel Thomas
Sent: Monday, October 25, 2021 11:09 AM
To: Tyburski Tom; Tom Roy; Boulter Nicholas (SPD); Samselski Gregory; Patrick Tourville; Jason Brown; James Baldis; Karin Stewart
Subject: New PGP for the PAC

Please see the attached file for a PGP at the PAC for a memorial service on 11/12/21. This will need to go to the BOS so please review and respond as soon as you can. Thank you.

Thomas Hazel, CZEO
Assistant Town Planner
Town of Simsbury
(860) 658-3240
thazel@simsbury-ct.gov

EVENT SUMMARY

Dan Crowley Memorial Service

Friday, November 12, 2021

Public Gathering Permit Application Submitted: 10-25-21

CONTACT INFORMATION:	
Organization	Simsbury Meadows Performing Arts Center
Event Contact	Kelley Crowley 860 597-4049 cell 860 924-5679 home
SMPAC Contact	Missy DiNunno, Executive Director Office: 860-651-4052 Cell: 203-305-1847 Email: missy@simsburymeadowsmusic.com

TIMELINE:

Friday, November 12, 2021		
12:00p – 1:30p	Setup	Stage / Field
1:30p	Gates Open	Stage / Field
2:00p – 3:00p	Memorial Service	Stage / Field
3:00p – 4:00p	Breakdown	Stage / Field

EVENT DETAILS:

Description
Memorial Service in honor of Simsbury's own decorated veteran, Dan Crowley.

Parking	
Advanced Preparation	Lining
Management	N/A
On-site Parking Fee	N/A

Expected Attendance
150

Stage Requirements	
Lights	N/A
Sound	4AVNow – Max Dawson
Setup	Hybrid service to allow for in person and zoom participation, audio/video

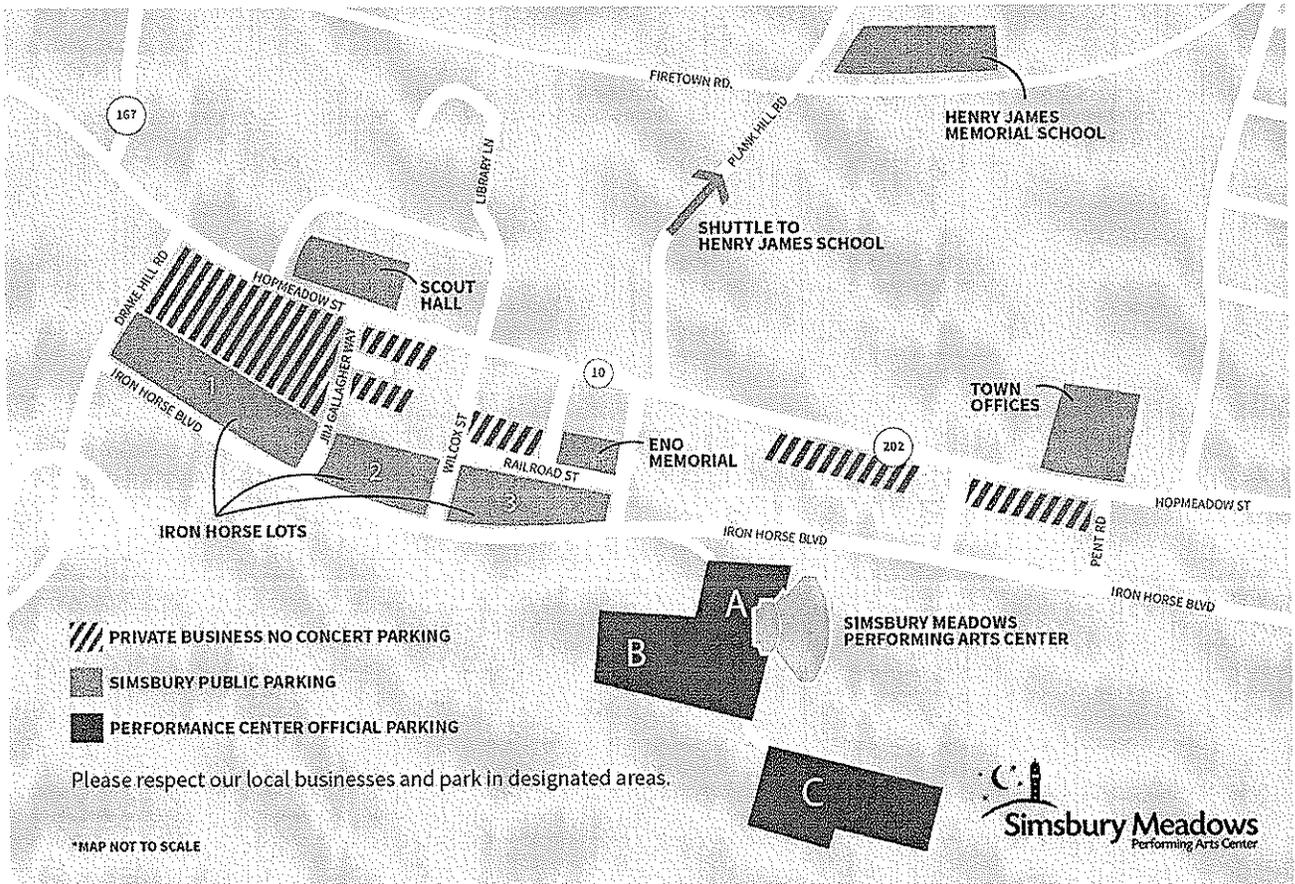
Vendor Information	
Merchandise Sales Vendors	N/A
Food Vendors	N/A
Services/Activities	N/A

Public Restrooms	
Coordinated by	SMPAC
Units	Standard – 1 2 Station Sinks - 1 Accessible - 1 TOTAL – 3
Location	Southeast corner adjacent to parking

Security	
Stage Security (USA)	N/A
Field Security (USA)	N/A
Overnight Security	N/A
Security Notes	N/A

Public Safety	
Police	N/A
Fire	N/A
EMS	N/A
DPW Trucks	N/A

Tents		
10x10	Number: 0	Sides: No
12x12	Number: 0	Sides: No
9x20	Number: 0	Sides: No
20x20	Number: 0	Sides: No
30x30	Number: 0	Sides: No



****No shuttles offered**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kerr Agency, Inc. 736 Hopmeadow Street P.O.Box 516 Simsbury CT 06070	CONTACT NAME: Elizabeth Bianca PHONE (A/C, No, Ext): (860) 651-3325 E-MAIL ADDRESS: ebianca@kerrinsurance.com	FAX (A/C, No): (860) 760-6988	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Simsbury Performing Arts Center, Inc. PO Box 245 Simsbury CT 06070-0033	INSURER A: Philadelphia Insurance Cos		
	INSURER B: Amguard Ins.Co.		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** Master 2021-2022 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2235046	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			PHUB755721	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	R2WC238315	01/15/2021	01/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Special Form, 80%, RC			PHUB755721	04/01/2021	04/01/2022	Business Property \$90,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Simsbury is listed as additional insured as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Simsbury 933 Hopmeadow Street Simsbury CT 06070	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Short-Term Rental Ordinance
2. **Date of Board Meeting:** November 8, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Mike Glidden, Director of Planning and Community Development; Tom Fitzgerald, Management Specialist; Henry Miga, Building Official
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
The Board of Selectmen has two options for action regarding the Proposed Short-Term Rental Ordinance depending on whether or not the Board needs additional time to consider public comment received at the public hearing tonight:
 - A. *Option A:* Further consider public comment received at the public hearing and table taking action on the ordinance until a future date.
 - B. *Option B:* Take action on the proposed ordinance at this evening's meeting.

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

Move, effective November 8, 2021 to table the proposed Short-Term Rental Ordinance to the next regularly scheduled Board of Selectmen meeting on November 22, 2021.

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

Move, effective November 8, 2021, to adopt the proposed Short-Term Rental Ordinance as presented, which shall be effective 21 days after publication in a newspaper having circulation within the Town of Simsbury. Further move to authorize a summary of the adopted ordinance be published.

5. **Summary of Submission:**

At the October 28, 2019 Board of Selectmen meeting, the Short-Term Rental Ordinance Work Group was established. The Work Group consists of Board of Selectmen members Chris Peterson and Jackie Battos; Bruce Elliott (Zoning); Liz Peterson (Tourism); Ron Jodice (EDC); Holly Beum (Planning); and is assisted by staff members Mike Glidden, Tom Fitzgerald and Henry Miga.

The Work Group first met in January 2020 to start reviewing a draft ordinance that was initially prepared by staff. The Work Group took a hiatus during the earlier stages of the pandemic and resumed their work in spring 2021. The Work Group has prepared the attached proposed Ordinance. The proposed Short-Term Rental Ordinance has also

been reviewed by the Town Manager, Town Attorney and Farmington Valley Health District. At their meeting on September 23, 2021 the Work Group decided to forward the proposed ordinance to the Board of Selectmen for a public hearing.

Our insurance carrier (CIRMA) does not believe we should impose an insurance requirement for this ordinance since we don't require all businesses in Town to carry insurance.

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

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

6. Financial Impact:

There would be staff costs associated with administration and enforcement of the Ordinance. It is difficult at this time to ascertain how much staff time will be required; this will be dependent upon the number of licenses issued and the number of complaints requiring investigation and follow-up.

7. Description of Documents Included with Submission:

a) Proposed Short-Term Rental Ordinance



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

TOWN OF SIMSBURY Short-Term Rental Ordinance

Adopted by the Board of Selectmen on [month] [day], [year]

I. Purpose

- A. The purpose of this ordinance is to regulate short term rentals in the Town of Simsbury. By establishing these regulations the Town will be able to monitor short-term rental listings in Simsbury and ensure compliance with Town and State rules, regulations and laws that apply.
- B. This ordinance is adopted pursuant to General Statutes §7-148(b) and §7-148(c)(7).

II. Definitions

- A. **Occupant:** Any person(s), and their guests, who have entered into an agreement with a property owner for the use of the short-term rental.
- B. **Owner:** Any person(s) who holds the legal right to the property or beneficiary of like estate and uses the property as their legal residence.
- C. **Owner's Agent:** Any person who is 18 years or older and has been identified by a property Owner as a local contact. The Owner's Agent is authorized to act for an Owner who cannot be reached, in a reasonable amount of time, through all means of contact identified on their Short-Term Rental Permit.
- D. **Local:** For the purpose of this ordinance local is defined as a straight line distance of 20 miles.
- E. **Owner Occupied:** During the course of the rental period, the owner (as defined above) is present inside the dwelling.
- F. **Primary Residence:** An owner who spends at least 183 days at their property is defined as a primary resident.
- G. **Short-Term Rental:** Any furnished living space rented by a person(s) for a period of one (1) to twenty-nine (29) consecutive days. A short-term rental must have separate sleeping areas established for guests and guests must have at least shared access to one (1) full bathroom and cooking area.
- H. **Sleeping Area:** A sleeping area is defined as a separate space, with a bed provided that the guest(s) of a short term rental have access to. This area must be inside the dwelling and cannot include: tents, outdoor areas, and/or recreational vehicles. A minimum of 75 square feet of sleeping area per guest shall be provided.
- I. **Authorized Enforcement Agency:** Employees or designees of the town as designated by the Town Manager to enforce this ordinance.

- J. **Event:** A gathering of persons that are occupants of the short-term rental and others that are not guests/occupants. Occasions such as weddings, graduation parties, or other gatherings of people would be considered as an event. Events can be either indoor or outdoor for purposes of this regulation.

III. Permit Required

- A. No one shall offer to rent or operate a short-term rental in the Town of Simsbury without a valid short-term rental permit authorized by the Town of Simsbury and issued in accordance with this ordinance. Failure to secure a permit shall be a violation of this ordinance and subject to fines and enforcement as defined hereinafter.
- B. Only the owner(s) of record of the Premises subject to the permit and eighteen (18) years of age or older may apply for and obtain a short term rental permit.

IV. Application Process for a Short-Term Rental Permit

A. Application Process

- i. An application form as issued by the Planning and Land Use Department must be completed.
 1. All information entered on the form must be true and accurate to the applicant's knowledge and belief.
 2. The application shall include but not be limited to the following:
 - a. A list of all owner(s) and primary residents of the property, and their contact information.
 - b. Contact information for a Owner's Agent who can be called on in emergency situations if property owner is not responsive.
 - c. The number of separate sleeping spaces made available to guest(s) of the short term rental.
 - d. A signed affidavit attesting to the fact that the Property is in compliance with health and safety rules, zoning and the building and fire safety codes and allowing Town officials the right to perform inspections, both externally and internally, of a short-term rental property when safety violations are suspected.
 - e. ~~{Insert insurance line from CIRMA}~~
 - ii. A new application fee of two hundred dollars (\$200) shall be collected upon the submission of the completed permit application.
 - iii. The Director of Planning and Community Development, or his/her designee, shall approve or deny any application for a short-term rental in the Town of Simsbury.
 - iv. An initial safety inspection must be completed by a staff member of the Planning or Building Department before a permit may be issued.
- B. An application must be fully complete when being submitted to the Planning and Land Use Department. The Town will not accept incomplete applications.

C. Limit to Amount of Rentals

- i. No owner may rent the property as a short-term rental under the permit for more than one hundred (100) days during any one year period of their short-term rental permit.
- ii. Only one rental permit is permitted per property.
- iii. Only one portion of a residence or accessory dwelling unit can be used at a property.

D. Parking Requirements

- i. The Town shall determine the number of parking spaces required for each property. Each required parking space shall have an area of not less than nine (9) feet by eighteen (18) feet, plus adequate driveways. All required parking spaces shall be located on paved surfaces.
- ii. No renter may park their vehicle on a public street between the hours of 2:00AM and 5:30AM.

E. Neighbor Notification

- i. Within five (5) days after the date of receipt of the application for an initial permit, the applicant shall submit, as part of the application, the name(s) and address(es) of the owner(s) of record of all property abutting or within one hundred (100) feet of the subject property, as listed on the last-completed grand list of the Town of Simsbury.
- ii. Notice of the permit shall be mailed by the applicant to the owner(s) of record of all property within one hundred (100) feet of the subject property not fewer than ten (10) days after application is filed. The applicant shall provide copies of completed certificate of mailings to Planning Department staff for issuance of permit.
- iii. Applications for permit renewals are not required to notify abutting property owner(s) as outlined above.

F. Owner Present During Rental Period

- i. The owner of a property has the option of being present while renting their property or renting their property while not being onsite during the rental period.
- ii. If choosing to be offsite during a rental period the owner must provide their contact information to the renter as well as to the Town on their permit. If the owner is unable to be in the local area while renting their property an owner's agent must be identified to the renter and to the town in case of emergencies or situations that may arise during the rental period.
- iii. Failure to provide proper contact information of either the property owner or owner's agent while the owner is offsite may result in the revocation of the Short-Term Rental Permit.

G. Accessory Dwellings

- i. Accessory dwellings, as defined by the Town of Simsbury Zoning Regulations, either attached or unattached, are permitted to be used as short-term rentals provided that:
 1. They meet the same standards set forth in this ordinance as a traditional single family house;
 2. They have at least 1 full bathroom;
 3. They have proper, functioning heating and cooling;
 4. The unit has received a certificate of zoning compliance from the Zoning Commission.

V. Expiration and Renewal Process of Permit

A. Expiration

- i. All short-term rental permits are valid for two years from date issued.
- ii. Permits become invalid at 11:59 PM on the listed expiration date of the short-term rental permit.

B. Renewal Process

- i. An application for renewal of a short-term rental permit must be submitted to the Planning and Land Use Department at least one (1) month but no more than three (3) months before the expiration date of the current permit.
- ii. Applicants must submit the following forms when applying for a renewal:
 1. The previously approved permit;
 2. An updated application, if any requested information has changed in the past year;
 3. A renewal fee of one hundred thirty dollars (\$130);
 4. Copies of sales tax receipts from the previous rental period.
- iii. The Director of Planning and Community Development, or his/her designee, may authorize a renewal inspection of the property before granting a renewed permit. The Director of Planning and Community Development, or his/her designee, may reject an application for renewal.
- iv. A renewal permit may only be applied for if the owner holds a valid short-term rental permit in the previous two year period that was not revoked by staff. Any permit that has lapsed eight (8) or more months between an expired permit and an application for a renew permit will be treated as a new application for a short-term rental permit and should follow the steps in Section IV, A.

VI. Non-transferability

- A. A short-term rental permit is not transferable to another owner or property.

VII. General Standards

A. Maximum Occupancy

- i. The maximum occupancy for a short-term rental unit shall be 6 persons or two persons per each bedroom in the unit, whichever is less.

B. Safety

- i.** A short-term rental property must include:
 - 1.** Working smoke and Carbon Monoxide detectors with placement following town/State building codes;
 - 2.** A working fire extinguisher shall be located in the dwelling at all times when the property is being used as a short-term rental;
 - 3.** A clear path of egress is always visible while the property is available for rent;
 - 4.** Properly functioning windows and doors in all livable spaces of the dwelling;
 - 5.** Sleeping accommodations are to the state building code.
 - 6.** Demonstrate compliance with the Town Zoning Regulations, health and safety codes that may apply as determined by the Farmington Valley Health District, the State Building Code and the State Fire Safety Code.

C. Conduct

- i.** Short-term rental guests are subject to all relevant town codes and ordinances. It is up to short-term rental owners to notify their guests of any applicable codes and ordinances and to ensure that they are followed.
- ii.** Excessive noise or other disturbances are prohibited.
- iii.** No activities in excess of 75 decibels at the property line are allowed.
- iv.** Indoor and outdoor events are prohibited.
- v.** No guest may spend the night sleeping outdoors.
- vi.** Signage advertising the property as a short-term rental is prohibited.

VIII. Enforcement

- A.** The authorized enforcement agency, as defined in Section II, has the authority to determine if a violation has occurred and to issue citations to correct any violation found to exist.
- B.** Operating a short-term rental without a valid short-term rental permit, as well as using a property as a short-term rental for anything other than the allowed uses stated earlier in this document shall be a violation of this ordinance.
- C.** The Authorized Enforcement Agency has the authority to suspend a short-term rental permit until the owner comes into compliance.
 - i.** The Authorized Enforcement Agency or his/her designee, shall give the owner up to thirty (30) days to correct the violations.
 - ii.** This suspension will not delay the expiration of an owner's short-term rental permit.
 - iii.** The Authorized Enforcement Agency, or his/her designee shall have the authority to immediately suspend a short-term rental permit if safety violations are present.
- D.** Violations of this ordinance can be assessed fines of up to \$250 in accordance with Section 7-152c of the Connecticut General Statutes.

IX. Revocation Procedure

- A.** If any violations found by the authorized enforcement agency, do not get corrected in the allowed timeframe, the Director of Planning and Community Development may revoke an owner's short-term rental permit.
- B.** If an owner has their short-term rental permit revoked a new permit may not be granted to that property for 12 months.

X. Appeals

- A. Permit Appeals.** An appeal must be received in writing and filed with the Town Clerk's Office within ten (10) business days from receipt of the notice of the written decision. For this purpose, notice shall be deemed received three (3) calendar days from the date of the written decision. Hearing on the appeal before the Hearing Officer shall take place at its next meeting, but not to exceed fifteen (15) business days from the date of receipt of the notice of appeal. The decision of the Hearing Officer shall be final. Denial of a Permit Application or of a renewal application is not appealable
- B. Citation Appeals.** Any person receiving a fine may appeal the determination of the authorized enforcement agency. The notice of appeal must be received in writing and filed with the Town Clerk's Office within ten (10) business days from receipt of the notice of the fine. The appeal shall be deemed received by the Town on the first business day following the day it is filed with and received by the Town Clerk's Office.
- C.** Hearing on the appeal before the Hearing Officer shall take place in accordance with General Statutes §7-152c.
- D.** The decision of the Hearing Officer may be appealed to Superior Court in accordance with General Statutes §7-152c(g).



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** National Opioid Settlement Opt-In

2. **Date of Board Meeting:** November 8, 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 opting in to the national opioid settlement, the following motion is in order:

Move, effective November 8, 2021, to opt-in to the national opioid settlement, and to authorize Town Manager, Maria E. Capriola or her designee, to execute and submit all required documentation.

5. **Summary of Submission:**

In July 2021, the CT Attorney General announced a settlement agreement to resolve litigation brought by several states and local political subdivisions against the three largest pharmaceutical companies – McKesson, Cardinal Health and Amerisource Bergen (“Distributors”), and Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (“J&J”). This agreement would resolve and provide payment for all current opioid claims that states and municipalities have brought against the companies.

Municipalities are required to affirmatively opt-in to the settlement, and must do so within 150 days. Municipalities need not file a lawsuit to participate. Any municipality that does not opt-in cannot share in any of the settlement funds. The funds will be distributed through the State Opioid Recovery & Remediation Fund Advisory Council and administered by the state Department of Mental Health and Addiction Services.

6. **Financial Impact:**

The State of CT will receive approximately \$300 million over 18 years for the settlement. In general, municipalities who agree to the settlement will receive 15% of the total settlement proceeds. Funds are to be used for opioid abatement purposes, such intervention, treatment, and recovery. Of the remaining funds, 70% will go into a fund for future opioid remediation throughout the state and 15% will go to a state fund to also be spent on opioid remediation.

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

a) National Opioids Settlement Letter

National Opioids Settlements
P.O. Box 43196
Providence, RI 02940-3196

NPD

257



Postal Service: Please do not mark barcode



Hon. Eric Wellman First Selectman
933 Hopmeadow Street
Simsbury, CT 06070



TO LOCAL POLITICAL SUBDIVISIONS:
IMPORTANT INFORMATION ABOUT THE NATIONAL OPIOID SETTLEMENT.
SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE.
THE DEADLINE FOR PARTICIPATION TO MAXIMIZE SETTLEMENT BENEFITS IS JANUARY 2, 2022.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them.

SETTLEMENT OVERVIEW

After years of negotiations, two proposed nationwide settlement agreements (“Settlements”) have been reached that would resolve all opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen (“Distributors”), and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (collectively, “Janssen”).

The proposed Settlements require the Distributors and Janssen to pay billions of dollars to abate the opioid epidemic. Specifically, the Settlements require the Distributors to pay up to \$21 billion over 18 years and Janssen to pay up to \$5 billion over no more than 9 years, for a total of \$26 billion (the “Settlement Amount”). Of the Settlement Amount, approximately \$22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis.

The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states’ and subdivisions’ lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids.

Each of the proposed Settlements has two key participation steps. First, each state decides whether to participate in the Settlements. Connecticut has joined both Settlements. Second, the subdivisions within each participating state must then decide whether to participate in the Settlements. Generally, the more subdivisions that participate, the greater the amount of funds that flow to that state and its participating subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds.

This letter is part of the formal notice required by the Settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

You are receiving this letter because Connecticut has elected to participate in both of the two national Settlements against (1) the Distributors, and (2) Janssen, and your subdivision may participate in the Settlements. This notice is being sent directly to subdivisions and also to attorneys for subdivisions that we understand are litigating against these companies. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlements.

WHERE CAN YOU FIND MORE INFORMATION?

This letter is intended to provide a brief overview of the Settlements. Detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state. This website will be supplemented as additional documents are created. The Connecticut Attorney General's office has also set up a state-specific website, which may be found at: <https://portal.ct.gov/AG/General/opioidsettlement>.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

You must go to the national settlement website to register to receive in the coming weeks and months the documentation your subdivision will need to participate in the Settlements (if your subdivision is eligible). All required documentation must be executed and submitted electronically through the website and must be executed using the "DocuSign" service. As part of the registration process, your subdivision will need to identify, and provide the email address for, the individual who will be authorized to sign formal and binding documents on behalf of your subdivision.

Your unique Subdivision Registration Code to use to register is: XXXXXXXXXX

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN EACH STATE?

The settlement funds are first divided among the participating states according to a formula developed by the Attorneys General that considers population and the severity of harm caused by the opioid epidemic in each participating state. Each state's share of the abatement funds is then further allocated within each state according to agreement between the state and its subdivisions, applicable state allocation legislation, or, in the absence of these, the default provisions in the agreements.

Many states have or are in the process of reaching an agreement on how to allocate abatement funds within the states. Allocation agreements/legislation and other information about Connecticut's allocation agreement or legislation can be found on the national settlement website. The allocation section of the website will be supplemented as more intra-state allocation arrangements are finalized. Connecticut's state-specific website will be updated as well.

In reviewing allocation information, please note that while all subdivisions may participate in the Settlements, not all subdivisions are eligible to receive direct payments. To promote efficiency in the use of abatement funds and avoid administratively burdensome disbursements that would be too small to add a meaningful abatement response, certain smaller subdivisions do not automatically receive a direct allocation. However, participation by such subdivisions will help maximize the amount of abatement funds being paid in the Settlements, including those going to counties, cities, parishes, and other larger subdivisions in their communities.

To determine your eligibility to receive, directly or indirectly, any of the funds allocated to your state should you elect to participate in the settlements in which your state participates, you should first visit <https://nationalopioidsettlement.com/> to determine if your state has entered into a state-subdivision agreement or has an allocation statute and/or a statutory trust. If so, then the terms of the state-subdivision agreement, allocation statute, and/or statutory trust (as applicable) will govern your eligibility to receive funds directly or indirectly from the share that is allocated to your state under the national settlement agreements. In some states there will be a proposed state-subdivision agreement that is in the process of being adopted by subdivisions. Any questions concerning the status or terms of the state-subdivision agreement, allocation statute, and/or statutory trust in your state, if applicable, can be directed to the Attorney General's Office.

You may be contacted by the Attorney General's Office with additional information regarding the allocation of settlement funds in Connecticut. Subdivisions with representation can expect information from their attorneys as well. We encourage you to review all materials and to follow up with any questions. The terms of these Settlements are complex and we want to be sure you have all the information you need to make your participation decision.

WHY YOU SHOULD PARTICIPATE

A vast majority of states have joined the Settlements and attorneys for many subdivisions have already announced support for them. For example, the Plaintiffs' Executive Committee, charged with leading the litigation on behalf of more than 3,000 cities, counties and others against the opioid industry, and consolidated in the national multi-district litigation ("MDL") pending before Judge Dan Aaron Polster in the Northern District of Ohio, recommends participation in these Settlements.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlements, while insufficient to abate the epidemic fully, will allow state and local governments to commence with meaningful change designed to curb opioid addiction, overdose and death;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities *as soon as possible*;

Third, if there is not sufficient subdivision participation in these proposed Settlements, the Settlements will not be finalized, the important business practice changes will not be implemented, the billions of dollars in abatement funds will not flow to communities, and more than 3,000 cases may be sent back to their home courts for trial, which will take many years;

Fourth, the extent of participation also will determine how much money each state and its local subdivisions will receive because approximately half of the abatement funds are in the form of "incentive payments," *i.e.*, the higher the participation of subdivisions in a state, the greater the amount of settlement funds that flow into that state;

Fifth, you know first-hand the effects of the opioid epidemic on your community. Funds from these Settlements will be used to commence abatement of the crisis and provide relief to your citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry; and

Sixth, because pills do not respect boundaries, the opioid epidemic is a national crisis that needs a national solution.

NEXT STEPS

These Settlements require that you take affirmative steps to "opt in" to the Settlements. If you do not act, you will not receive any settlement funds and you will not contribute to reaching the participation thresholds that will deliver the maximum amount of abatement funds to your state.

First, register your subdivision on the national settlement website so that information and documents required to participate can be sent to you. You will need the email address of the person who will be authorized to sign on behalf of your subdivision. This is the only action item needed at this time.

Second, have your authorizing person(s) or body begin to review the materials on the websites concerning the settlement agreement terms, allocation and other matters. Develop a list of questions for your counsel or the Attorney General's Office. In the very near future, your subdivision will need to begin the process of deciding whether to participate in the proposed Settlements and subdivisions are encouraged to work through this process well before the January 2, 2022 deadline to be an initial participating subdivision. Again, the Attorney General's Office, your counsel, and other contacts within the state are available to discuss the specifics of the Settlements within your state and we encourage you to discuss the terms and benefits of the Settlements with them.

Third, monitor your email for further communications, which will include a Participation Agreement, Release, (where applicable) a model Resolution, and instructions on executing and submitting electronically using DocuSign.

We urge you to view the national settlement website and Connecticut's state-specific website at your earliest convenience. Information and documents regarding the national Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com>.

For further information, please contact Matthew Fitzsimmons, Special Counsel for Opioids, at Matthew.Fitzsimmons@ct.gov.

CALL TO ORDER

The Regular Meeting of the Board of Selectmen was called to order at 6:02 p.m. on ZOOM due to COVID-19. Present were: First Selectman Eric Wellman; Deputy First Selectman Sean Askham; Board members Wendy Mackstutis, Jackie Battos, Mike Paine and Chris Peterson. Others in attendance included: Town Manager Maria E. Capriola; Deputy Town Manager Melissa Appleby; Finance Director Amy Meriwether; Public Works Director Tom Roy; Director of Social Services Kristen Formanek; Police Chief Nicholas Boulter, Director of Culture, Parks and Recreation Tom Tyburski and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC AUDIENCE

- Email townmanager@simsbury-ct.gov by noon on Wednesday, October 13, 2021 to register to address the Board of Selectmen live through Zoom
- Written comments can be emailed to townmanager@simsbury-ct.gov. Written comments will not be read into the record, but forwarded to all Selectmen via email

Joan Coe, 26 Whitcomb Drive, spoke about the upcoming November election, Board of Selectmen and Police Department conduct.

FIRST SELECTMAN’S REPORT

Mr. Wellman, First Selectman, reviewed his First Selectman’s Report.

TOWN MANAGER’S REPORT

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

Ms. Battos shared the deadline is tomorrow for the cell phone survey. She shared that there are 8 other towns plus Simsbury in the Farmington Valley whose Covid rates have stayed the same or gone down and none of the other towns have a mask mandate; she feels that they really need to consider the data. She stated that if they wait for the metric, it is going to kill businesses. Ms. Battos commented that she is also hoping the Town can get information to the public with what they are going to do with the barns at the Meadowood property.

Ms. Capriola shared that the metrics that were recommended to them for the rescission of the mask order was something that the Capital Region Health Directors worked on together, she believes they are planning a public announcement of those recommended metrics sometime next week. She feels that it is important for them to monitor the data and to revise the order where appropriate.

SELECTMEN ACTION

- a) Tax Refund Requests

Ms. Mackstutis made a motion, effective October 13, 2021, to approve the presented tax refunds in the amount of \$7,052.42, and to authorize Town Manager, Maria E. Capriola to execute the tax refunds. Mr. Askham seconded the motion. All were in favor and the motion passed.

b) Gifts of Love Donation/Grant for Farm Stand

Ms. Capriola shared that Gifts of Love has been awarded a grant from the state Department of Agriculture. As part of the grant program, they need to make a financial contribution and they would like to purchase a farm stand that they would be using to sell produce or provide produce at no charge for eligible clients. The granting agency would like to see a letter of support from the BOS and because the asset is worth more than \$1500 the Board would need to accept the asset. If there is any permitted work on the property, Ms. Capriola would need to sign off on that. Staff is also recommending the Board waive the local permitting fees which would be around \$85.

Ms. Battos made a motion, effective October 13, 2021, to approve the building of a structure for use as a farm stand on the Town’s property (farm) leased by Gifts of Love, and to accept the subsequent infrastructure once completed as a donation to the Town and also authorize the Town Manager to sign the permit and land use applications related to the structure on behalf of the Town of Simsbury and to approve the waiver of local fees for the permit application fees related to the structure. Mr. Paine seconded the motion. All were in favor and the motion passed.

c) Proposed SPIRIT Partnership with First Church for Speaker Series and Application to Hartford Foundation for Public Giving

Mr. Wellman shared that the SPIRIT Council has been holding the “Let’s Talk” series and there is an opportunity for SPIRIT to get a grant through the Hartford Foundation for Public Giving in the amount of \$10,000 under the “Community Education on Housing Segregation” to support the Let’s Talk series. In order to apply, they must partner with a 501(c)3, or a faith based organization and Simsbury First Church of Christ has offered to partner with SPIRIT on the Let’s Talk series.

Ms. Formanek shared that they are really excited to partner with First Church and SPIRIT Council intends to use the funding to potentially hire some speakers or presenters to come to the “Let’s Talk” series to focus on the housing and equity in Simsbury.

Ms. Mackstutis made a motion, effective October 13, 2021, to extend our support for the Simsbury First Church of Christ grant application to the Hartford Foundation for Public Giving’s Community Education on Housing Segregation grant in the amount of \$10,000. The purpose of the grant fund would be to support the Town’s Let’s Talk series in providing engagement and education opportunities for town residents around the areas of housing, diversity and inclusivity. Should the grant be awarded, further to approve the development and execution of a memorandum of agreement between First Church and the Town regarding the Let’s Talk series partnership, as approved to form by the Town Attorney and to authorize the Town Manager to execute all necessary documents to finalize this partnership. Mr. Askham seconded the motion. All were in favor and the motion passed.

d) Proposed Short-Term Rental Ordinance (Schedule a Public Hearing)

Mr. Wellman shared that a workgroup was formed prior to the pandemic to draft an ordinance to regulate the short-term rental market. Ms. Battos and Mr. Peterson serve on that workgroup.

Ms. Battos made a motion, effective October 13, 2021, to set a public hearing to receive public comment on the proposed Short-Term Rental Ordinance for 6:00 p.m. on Monday, November 8, 2021. Mr. Peterson seconded the motion. All were in favor and the motion passed.

e) Proposed General Fund and Capital Transfers

Ms. Meriwether shared that the general fund on the revenue side ended the year with an excess of about \$1.4 million or 102% of budget. The following budgetary highlights were discussed:

- Finance department revenues were less than the same period in the prior year by \$1,382,467. This is mainly due to a significant decrease in the Town's investment income as well as a bond premium receipt of \$1,021,941 recorded in the prior year that did not recur in the current year. Total decrease compared to budget was \$89,457. The Town's investment income was \$340,043 less than budget. However, additional COVID grant funding totaling about \$207,000 was received, which assisted in offsetting some of the investment income loss.
- Building department revenues exceeded budgetary estimates of \$504,000 by \$805,557 due to an overwhelming increase in permits being issued.
- Insurance refund revenues exceeded budgetary estimates of \$27,500 by \$61,153.
- Town Clerk revenues exceeded budgetary estimates of \$588,669 by \$308,728 mainly due to an increase in conveyance and recording fees related to the current housing boom.
- Police revenues exceeded budgetary estimates of \$194,564 by \$40,313 due increases in permit fees, grant funding and charges for services to the Board of Education due to personnel turnover.
- Board of Education revenues exceeded budgetary estimates of \$6,426,589 by \$205,444 due to an unanticipated increase in grant funding.

Parks and Recreation fund revenues exceeded expenditures by \$140,230. Fund balance increased from \$62,833 to \$203,063. There was a significant decrease in revenues totaling \$186,214 from Special Programs, Day Camp, swimming and skating activities that were cancelled or reduced due to Covid. However, golf course fees offset the revenue losses by \$208,555.

The Health Insurance Fund revenues exceeded expenditures by \$680,411. Fund balance increased from \$3,728,490 to \$4,408,901. Reserves as of June 30, 2021 totaled 36% of expected claims, the Town's health insurance consultants recommend reserves at 20-25% of expected claims.

The staff proposals for year-end transfers were discussed. The Board discussed each item in detail. The following items were approved to be funded through year-end transfers: A Promise to Jordan; Munis Implementation Software & Contractor; Library Medical Leave of Absence; Building Official/Division Temporary Staffing; Life Safety Analysis for PAC; Lieutenant Office Space; Legal Savings to Meadowood Project; Security Cameras/Equipment - Simsbury Meadows (Rotary Park Playground, Band Shell, Parking area, Other); Wood Chipper/Front Loader Purchase; Sidewalks; Material Crushing; Way Finding Signage; P&R Tennis Courts; and Variable Message Sign Boards (two).

The following items were not approved, but will potentially be considered through the FY23 budget process: Executive Coaching Phase I; Executive Coaching Phase II; Diversity, equity and inclusion training for staff and BOS; Policy, Ordinance Equity Review; Doing Business in Simsbury Guide; and Simsbury Meadows Public Restroom.

Mr. Askham made a motion, effective October 13, 2021, to approve the General Fund and capital transfer requests as presented on the excel spreadsheet (A Promise to Jordan, Munis Implementation Software, Library

Medical Leave, Building Division Temporary Staffing, Life Safety Analysis, Lieutenant Office Space, Legal Savings to Meadowood, Security Equipment at Simsbury Meadows, Wood Chipper, Sidewalks, Material Crushing, Way Finding Signage, P&R Tennis Courts and Variable Message Sign Boards). Mr. Paine seconded the motion. The motion passed with all in favor.

f) Budget Status Report

Ms. Meriwether discussed this item during letter e).

APPOINTMENTS AND RESIGNATIONS

a) Proposed Appointment of Lydia Tedone to the Sustainability Team

Ms. Battos made a motion, effective October 13, 2021 to appoint Lydia Tedone (R) as a regular member representing the Board of Education to the Sustainability Team, replacing Jen Batchelar. Mr. Paine seconded the motion. All were in favor and the motion passed.

b) Proposed Reappointments to Economic Development Commission

Mr. Askham made a motion, effective October 13, 2021 to extend the terms of Robert Crowther (U) and Ronald Jodice (R) of the Economic Development Commission, retroactive to October 10, 2021 and expiring December 6, 2021. Ms. Battos seconded the motion. All were in favor and the motion passed.

REVIEW OF MINUTES

a. Regular Meeting of September 27, 2021

There were no changes to the Regular Meeting minutes of September 27, 2021, and, therefore, the minutes were adopted.

LIAISON AND SUB-COMMITTEE REPORTS

1. **Personnel** – no report at this time.
2. **Finance** – no report at this time.
3. **Public Safety** – no report at this time.
4. **Board of Education** – no report at this time.

Ms. Battos shared that Public Building met with Tecton and they are hoping to start construction at Latimer Lane School in Spring 2022.

Ms. Mackstutis shared that at the Zoning meeting on 10/18 they will be having a public hearing on having a moratorium on marijuana sales. Zoning is looking at scheduling a public hearing on the opt-out potential of the state bill, which will be coming to BOS eventually, although it is not due until 2023.

COMMUNICATIONS

a) Memo from M. Capriola RE: Public Gathering Permit, dated October 4, 2021

b) **Technology Task Force 2021 Annual Report, dated October 4, 2021**

ADJOURN

Mr. Paine made a motion to adjourn at 9:13 p.m. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Heather Taylor

Clerk



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: Mike Glidden, Director of Planning and Community Development; Tom Hazel, Assistant Town Planner; 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; Patrick Tourville, Fire Marshal
Date: October 7, 2021
Subject: Administrative Approval of Public Gathering Permit

This memo is to inform the Board of Selectmen of the public gathering permit that I have approved for the Chamber of Commerce, Simsbury Performing Arts Center, and the Culture, Parks and Recreation Department 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 application to ensure compliance and safety measures were addressed prior to approval. Following completion of that process, the following public gathering permit has been approved by me:

Name of Event	Date	Type
Chamber of Commerce Spooktacular	October 17, 2021 (event date), with a rain date of October 23, 2021	Holiday Event

**** Note due to evolving COVID sector rules from the state capacities for events are ever evolving, Event organizers have been requested to update the committee and the town about any amendments made to the public gatherings so that they may be noted and added to the file.****

Should you have any questions or concerns about the application listed above, please contact me so staff and I can help answer those questions.

To: Board of Selectmen
From: Lisa Karim, Library Director
Date: October 11, 2021
Re: Equity, Diversity and Inclusion
CC: Maria Capriola, Town Manager

In order to promote a more welcoming inclusive environment, programs, materials and services, Library staff has completed five equity, diversity and inclusion (EDI) workshops this year. Staff has also undertaken a diversity audit of the Library's collections to ensure that all members of the community see themselves represented in the content offered. The Library will continue to pursue equity, diversity and inclusion initiatives, such as a complete policy audit, as we move forward.

As a means of further supporting equity, diversity and inclusion, at their meeting on September 20, the Library Board of Trustees unanimously adopted the following statement:

Simsbury Public Library recognizes that Simsbury is a diverse community and welcomes patrons, staff, and volunteers of all ages, abilities, races, genders, ethnicities, cultures, religions, sexual orientations, gender identities, socio-economic statuses, political affiliations, and viewpoints.

We invite each and every one of you to bring your full, authentic self to the Library. The Library is committed to providing a comfortable space, where your individual needs are met with respect and without judgment. As a vital asset to the Town of Simsbury, we provide equal access to information and resources that allow individuals to thrive and learn in an ever-changing society, and support the community's exploration of matters related to diversity, tolerance, openness, acceptance, and inclusion.

To promote these values, Simsbury Public Library will:

- *Create and sustain a culture of respect, in which individuals are heard, valued, and included.*
- *Remain engaged with the community in a process of continual improvement and responsiveness to matters of equity, diversity, and inclusion.*
- *Develop and implement programs, services, collections, and spaces for all ages that are diverse and inclusive.*
- *Expand strategic partnerships and collaborations with local organizations that seek to overcome social injustice and advance equity in the community.*

At that same meeting, the Library Board endorsed the Urban Libraries Council Statement on Race and Social Equity, which appears below. The Urban Libraries Council, which has been in existence for 50 years, provides a forum for library leaders to share best practices and innovative ideas that inspire programs that support 21st-century learning, a strong economy and an active democracy.

As leaders of North America's public libraries, we are committed to achieving racial and social equity by contributing to a more just society in which all community members can realize their full potential. Our libraries can help achieve true and sustained equity through an intentional, systemic and transformative library-community partnership. Our library systems are working to achieve equity in the communities we serve by:

- *Eliminating racial and social equity barriers in library programs, services, policies and practices*
- *Creating and maintaining an environment of diversity, inclusion and respect both in our library systems and in all aspects of our community role*
- *Ensuring that we are reaching and engaging disenfranchised people in the community and helping them express their voice*
- *Serving as a convener and facilitator of conversations and partnerships to address community challenges*
- *Being forthright on tough issues that are important to our communities*

Libraries are trusted, venerable and enduring institutions, central to their communities and an essential participant in the movement for racial and social equity.

Library staff and administration very much look forward to continuing this very important EDI work both in our department and throughout the community.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

November 1, 2021

To: Simsbury Board of Selectman

From: Tom Tyburski, Director of Culture, Parks and Recreation

CC: Maria Capriola, Town Manager

The Town of Simsbury has been contacted by the Connecticut Department of Energy and Environmental Protection regarding a research project they began in 2017 in conjunction with UCONN, the CT Bobcat Project. This project requires them to humanely capture bobcats for the purpose of radio collaring to learn about their movements, resource usage, denning behavior, foraging behavior, and interactions. In the first 2 seasons they captured 50 bobcats each season across the entire state. In their final season this fall/winter they are only trapping in 8 towns: Hartford, West Hartford, Bloomfield, Windsor, Avon, Canton, Farmington, and Simsbury. They will be deploying 30 collars. The CT Bobcat project staff is focusing on these 8 towns to learn as much as they can of how Bobcats live amongst suburban and urban landscapes. The team is accomplishing this with the help of private landowners, organizations, and municipalities that give them permission to utilize their properties. The CT Bobcat Team is seeking permission from the Town of Simsbury to trap in some Town owned open space areas. To date, they have received permission from the Towns of West Hartford, Bloomfield, Avon, and Canton. The state has agreed to provide the Town with a Certificate of Insurance listing the town as the Cert. Holder and also as Additional Insured on our policy.

Info about trapping:

Trapping will begin in four towns (West Hartford, Hartford, Bloomfield and Windsor) Nov. 1. They are deploying havahart-style cage traps in discreet locations to trap bobcats. All traps are monitored daily by in-person visits and/or cell-enabled trail cameras that send the team pictures of the trap in real-time. Non-target animals (anything other than a bobcat) will be released on-site within hours of being captured. Any bobcat captured will be anesthetized, measured, radio-collared, and released on-site once recovered from drugging. All of the tracking collars are programmed to automatically detach from the animals, and they are later recovered by DEEP staff. This season, as the project progresses, the research project will spread out and include the other 4 towns (including Simsbury). The Project Coordinator has informed us that trapping in Simsbury is likely to begin a little later into December.

Town staff has conferred with the Town Attorney and this proposal does not conflict with existing town regulations and would be considered a land management activity. The COI should be sufficient to meet the Town's needs and he suggests that we ask for regular updates about the Project's activities in Simsbury when they begin. He has stated that the Town Manager can grant permission to the state, and she plans to do so. A map of properties in Simsbury that will be utilized for this purpose is attached. Also, a recent article in the Hartford Courant on this may be of interest to you: <https://www.courant.com/news/connecticut/hc-news-ct-bobcat-count-20211023-rdoymmyp5nhgbcei2sjbr44twm-story.html> Please let Maria and I know if you have any questions or concerns.

Link to CT Bobcat Project website: <https://ctbobcatproject.weebly.com/>

Example of Havahart Large 1-Door Trap



Town owned and private parcels in Simsbury that CT Bobcat Project is seeking to use in 2021-22

