



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

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SIMSBURY BOARD OF SELECTMEN Regular Meeting – January 11, 2021 – 6:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

- Email written comments to ebutler@simsbury-ct.gov by 12:00 PM on Monday, January 11, 2021 to be read into the record; or
- Email fitzgerald@simsbury-ct.gov by 12:00 PM on Monday, January 11, 2021 to register to address the Board of Selectmen live through Zoom.

PRESENTATION

- a) SPIRIT Council Presentation

FIRST SELECTMAN'S REPORT

TOWN MANAGER'S REPORT

SELECTMEN ACTION

- a) SPIRIT Social Media Request (Twitter)
- b) Contract Amendment – Connecticut Recreational Trail Grant - Multi-use Trail to Curtiss & Pattison Parks
- c) Designation of Conservation and Inland Wetlands Officer
- d) Tax Refund Requests
- e) Acceptance of Municipal Coronavirus Relief Funds
- f) Proposed Final Tax Abatement Agreement for 632 (640) Hopmeadow Street

APPOINTMENTS AND RESIGNATIONS

- a) Appointment of Tenesha Grant to the Police Commission
- b) Aging and Disability Commission Membership Updates
- c) Reappointment of Charles Houlihan to the Board of Ethics
- d) Resignation of Elizabeth Burt from the Library Board of Trustees

REVIEW OF MINUTES

- a) Regular Meeting of December 14, 2020

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

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

COMMUNICATIONS

- a) Memo from T. Roy, re: Sidewalk ADA Guidelines, dated December 21, 2020
- b) Memo from T. Roy, re: MIRA update, dated January 7, 2021
- c) Memo from M. Capriola, re: Equity Policy Review, dated January 7, 2021
- d) COST's 2021 Legislative Priorities

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Town of Simsbury

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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Simsbury SPIRIT Council Update
2. **Date of Board Meeting:** January 11, 2021
3. **Individual or Entity Making the Submission:**
Cheryl Cook, Simsbury SPIRIT Council; Nicole Kodak, Simsbury SPIRIT Council;
Tenasha Grant, Simsbury SPIRIT Council; Kristen Formanek, Director of Community
and Social Services
4. **Action Requested of the Board of Selectmen:**
This presentation is informational.
5. **Summary of Submission:**
The Simsbury SPIRIT Council was officially created as a town committee on September
29, 2020, with members being largely appointed on October 14, 2020. Tonight,
members of the Simsbury SPIRIT Council and Kristen Formanek will provide an update
on the work of the Council and their Sub-Committees thus far. Topics will include for
example, events, outreach, data, and goals.
6. **Financial Impact:**
The Council plans to make a supplemental budget request at an upcoming Selectmen
meeting to advance their data gathering and analysis work. They have also submitted a
budget request to Social Services as part of the FY 21/22 budget development process.
7. **Description of Documents Included with Submission:**
 - a) PowerPoint Slides of SPIRIT Presentation

Simsbury SPIRIT Council

January 11, 2021

Simsbury SPIRIT

SPIRIT update

Budget request update

Data Need

Ahead of many Towns in DEI work

- Two groups focusing on school (Equity) and town (SPIRIT)

Notes

- Decatur, GA
- Montgomery, OH
- Spartanburg, SC
- Marion, IA
- South Windsor – seed funding for data

BURY DISCRIMINATION! BURY BIAS!

SIMS

BURY RACISM! BURY PREJUDICE!

#simsburyontherise @simsburySPIRITCouncil

Simsbury SPIRIT

Events

- *Let's Talk* Feb. 4th Affordable Housing Discussion (Sean and Eric invite)
- Planning Commission Affordable Housing Plan
- Encourage discussion from both sides (for and against more inclusive housing in Town)

Outreach

- SPIRIT members attending Board & Commission meetings, reporting back to SPIRIT
Proactively introduce with letter to B&C chairs to support
- Connect with Chamber, Simsbury Main Street, Republican and Democratic Town committees to encourage increased representation in under-represented groups in B&Cs
- Economic Development Commission to attract businesses and residents
- Partnership for data and also engagement in work

Data

- Sean attended last SC meeting
- Reached out to other towns adopting Resolutions and DEI committees
- Exploring potential consultants in our area
- Seeking seed funding to get work started, to ensure efficient and intentional first steps
- Stalled until have seed money

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Simsbury SPIRIT

Immediate Data & Public Awareness Funding Requests

Data is top priority for Town/BOS commitment to DEI

- Resolution and BOS Priorities

Initial data expertise is needed to determine:

- What to measure - quantitative and qualitative data
- Where and how to access existing and new data sources
- How to analyze to establish DEI baselines and set targets

This is critical work prior to more comprehensive efforts supported by full FY21/22 budget request (data collection, analysis, recommended actions and tracking)

Public Awareness Campaign Goals

- Engage public stakeholders; explain importance of SPIRIT DEI work as Town priority
- Communications that Simsbury is the place to come, attracting new business and residents and employees, retaining them

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BURY RACISM! BURY PREJUDICE!

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Simsbury SPIRIT

In partnership, what are Town next steps?

Update for Town review of Policies and Procedures?

How can SPIRIT support ongoing efforts?

Next SPIRIT Update to BOS April 26, 2021

BURY DISCRIMINATION! BURY BIAS!

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BURY RACISM! BURY PREJUDICE!

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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** SPIRIT Social Media Request (Twitter)
2. **Date of Board Meeting:** January 11, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Kristen Formanek, Director of Community and Social Services
Maia E. Capriola

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

If the Board of Selectmen supports the Simsbury SPIRIT Council establishing a Twitter account, of which Town staff liaison Kristen Formanek will have oversight, the following motion is in order:

Move effective January 11, 2021, to approve the creation of a Simsbury SPIRIT Council Twitter account to be used by the Committee to publicize their efforts, of which Town staff will have oversight.

5. **Summary of Submission:**

The Simsbury SPIRIT Council was approved for the creation and use of a Facebook account by the Board of Selectmen at their meeting on June 8, 2020. Since then they have been utilizing this platform to publicize their efforts to the community, with town oversight. The SPIRIT Council has been operating as an official committee since its inception, by the Board of Selectmen, on September 29, 2020.

Cheryl Cook and Nicole Kodak are Co-Chairs of the Committee. Kristen Formanek is assigned as staff support. The Committee is requesting the ability to create a Twitter account to promote programs and events and share relevant content with the community. SPIRIT Council will follow the Town Social Media Policy to ensure that all content between Facebook and Twitter accounts are complementary and consistent.

Pursuant to Section V(B) of the Social Media and Website Use Policy, social media accounts and websites established by elected and appointed bodies are subject to approval by the Board of Selectmen. Department directors are responsible for managing the content and upkeep of the appointed body's social media accounts and websites they are assigned to by the Town Manager or his/her designee. In this case, Kristen Formanek will be responsible for overseeing the content shared on the Twitter account.

6. **Financial Impact:**

None

7. Description of Documents Included with Submission:

- a) Social Media and Website Use Policy, Adopted March 11, 2019



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TOWN OF SIMSBURY SOCIAL MEDIA AND WEBSITE USE POLICY *Adopted by the Simsbury Board of Selectmen on March 11, 2019*

I. Purpose

The purpose of this policy is to provide standards and procedures for the establishment and appropriate use of Town of Simsbury social media and website accounts.

Social media and website accounts may serve as a mechanism for authorized Town employees and officials to disseminate information and communicate with members of the public regarding official town business and public service announcements. The Town recognizes that social media is an evolving communications tool with new resources constantly emerging and becoming available.

II. Applicability

This policy applies to all Town employees, elected officials, and appointed officials, whether paid or unpaid, and covers the use of all Town information technology resources and online platforms.

III. Effective Date

This policy shall remain in effect until revised or rescinded. The Town reserves the right to amend this policy as necessary.

IV. Policy

The Town of Simsbury's social media outlets and websites shall serve primarily to disseminate information from the Town and communicate with members of the public regarding official Town business. Examples include but are not limited to: Town meetings, public hearings, and information sessions; activities, events or programs sponsored or co-sponsored by the Town; Town programs, services, and projects; forms; fees; policies; and topical or seasonal Town issues. The Town's social media accounts are not intended to serve as public fora. The Town's official website (www.simsbury-ct.gov), and any other domains owned by the Town, will remain the Town's primary method of internet communication.

V. Account Management

A. Town Departments. Social media accounts and websites established by Town departments are subject to approval by the Town Manager or his/her designee. Department directors will be responsible for managing the content and upkeep of any social media accounts and websites they create. The Town Manager or his/her designee

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8:30 - 1:00 Friday

has the discretion and authority to edit, eliminate, disable, or suspend the use of social media accounts and websites by Town departments.

- B. Elected and Appointed Bodies.** Social media accounts and websites established by elected and appointed bodies are subject to approval by the Board of Selectmen. Department directors will be responsible for managing the content and upkeep of any elected and appointed bodies' social media accounts and websites they are assigned to by the Town Manager or his/her designee. The Board of Selectmen may eliminate, disable, or suspend the use of social media accounts and websites by elected and appointed bodies. In the event of an emergency or exigent circumstances, the Town Manager or his/her designee may eliminate, disable, or suspend the use of social media accounts and websites by elected and appointed bodies.
- C. Contact Information.** All of the Town's social media sites shall use the Town's authorized contact information for account setup, monitoring, and access. The Town's social media accounts do not belong to a specific person and access will be transferred by the Town to staff members responsible for managing content as appropriate.

VI. Content Management

- A. Communicating an Official Town Position on Social Media.** Employees and advisory bodies are not authorized to take a policy position and speak on behalf of the Town through social media unless authorized by the Board of Selectmen; this is not intended to prohibit or restrict an appointed official from speaking on behalf of oneself on a personal social media account or website regarding a matter of Town business so long as it is disclosed that the individual is not speaking on behalf of the advisory body or Town.

Any social media account or website bearing the name of the Town of Simsbury, but that is not an official account or website of the Town, shall display a disclaimer indicating that it is not an official account or website of the Town.

- B. Conduct on Social Media.** All authorized persons managing content for the Town's social media sites shall conduct themselves at all times as professional representatives of the Town and in a manner consistent with the Town's policies.
- C. Content.** Social media content should include information from the Town regarding official Town business. Examples include, but are not limited to: Town meetings, public hearings, and information sessions; activities, events or programs sponsored or co-sponsored by the Town; Town programs, services, and projects; forms; fees; policies; and topical or seasonal Town issues.
 - i. Social media content should complement and be consistent with other established Town communication tools.
 - ii. Content should never include profane, foul, obscene, or other inappropriate language, photos, videos, or graphics.
 - iii. Content for an official Town social media account or website should be nonpartisan in nature, and users should not "share" any content that is partisan in nature. The Town's social media accounts should not "follow" any political entity, local business, or other special interest groups. This does not include not-

for-profit organizations, civic groups, or governmental agencies that serve Simsbury residents.

- D. Responses from the Town.** All authorized persons managing content should be aware that content posted by the public to social media sites may require a response from the Town. Users shall not provide lengthy responses or engage in debate through the social media forum. If comments provided by the public require a comprehensive response, those responses should be provided via private message, email, mail, or telephone.

- E. Public Records.** Content posted through the Town's social media accounts are subject to public records and record retention laws, rules, regulations and policies. Postings must not disclose information that may be confidential or exempt from disclosure under the Freedom of Information Act (FOIA). All content maintained in a social media format, including a list of subscribers and posted communication, may be a public record subject to public disclosure. Records should be retained in accordance with the relevant record retention laws.

VII. Violations of Policy

Violations of this policy may be subject to discipline up to and including termination without lower levels of discipline having been issued depending on the nature and severity of the offense or offenses. Any discipline issued shall be in accordance with procedures outlined in the employees' relevant collective bargaining agreements or the Town Personnel Rules as applicable.

When it is determined that content has been posted that is not consistent with this policy, the Town Manager or his/her designee may authorize its immediate removal.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Amendment to Connecticut Recreation Trails Program (CRTP) Grant – Multi-use Trail to Curtiss/Pattison Parks

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

3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Jerome F. Shea, Town Engineer

Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports authorization of the Amendment to extend the Connecticut Recreation Trails Program Grant, the following motions are in order:

Move, effective January 11, 2021, to authorize Maria E. Capriola, Town Manager, to execute the contract amendment from the State of Connecticut Department of Energy and Environmental Protection (DEEP) for the Connecticut Trails Program grant for a multi-use trail.

Further move to authorize the Town Manager to execute any and all documents related to this grant award.

5. **Summary of Submission:**
The Connecticut Recreation Trails Program (CRTP) Grant for a multi-use trail connecting downtown (intersection of Route 202 and Route 315) to Curtiss/Pattison Parks was previously accepted by the Board of Selectmen in 2016 under the previous form of government and the grant period extended into the current form of government. The proposed contract amendment extends the deadline for the CRTP Grant from 1/31/2021 to 1/31/2024. This extension will allow time to complete the design phase and allow additional time for the construction of the project within the grant period.

Due to the change in form of government, to err on the side of caution, staff is seeking the Board's approval for the Town Manager to execute the contract amendment, as well as any future documents related to this grant award.

The plans for the project are currently 95% complete and federal and state permits required for the project are currently pending agency review.

6. Financial Impact:

Construction of the project is possible in 2022 subject to appropriation of federal funding for the project in Federal FY2021, as grant funding is dependent on future federal transportation funding legislation. If we do not proceed with the contract amendment, approximately \$200,000 in grant award funds will be lost and we will not be able to proceed with the project.

7. Description of Documents Included with Submission:

a) Contract Amendment from the Department of Energy and Environmental Protection

CHECK ONE:

- GRANT
- PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) <input type="checkbox"/> ORIGINAL <input checked="" type="checkbox"/> AMENDMENT	(2) IDENTIFICATION #s. P.S. 2017-165 P.O. 52623
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CONTRACTOR	(3) CONTRACTOR NAME Town of Simsbury	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 933 Hopmeadow Street, Simsbury, CT 06070	CONTRACTOR FEIN/SSN SIMSBUR128-001
STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - State Parks Division, 79 Elm Street, Hartford, CT 06106-5127	
	(6) Dept No. DEP43000	
CONTRACT PERIOD	(7) DATE (FROM) 1/13/2017 THROUGH (TO) 1/13/2024	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER

(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

Contract PSA #2017-165 dated 1/13/2017 (as amended on 12/20/2018) is hereby amended as follows:

The contract is extended by 36 months to change the end date of the contract from 1/13/2021 to 1/13/2024.

The Standard Terms and Conditions included in the original contract have been deleted in their entirety and have been replaced and are attached hereto and made a part hereof.

All other prior provisions remain in effect.

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Total Payments Not to Exceed the Maximum Amount of \$305,000.00.

(11) OBLIGATED AMOUNT										
\$305,000.00										
(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
\$305,000.00	DEP44321	12052	43314	64002	DEPA00029000173	155005				55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended PA 15-190; CGS Sec. 23-103 as amended	
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE	DATE
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE Chief, Bureau of Outdoor Recreation	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE

1. Definitions:

- (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
- (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
- (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
- (d) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- (e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
- (f) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
- (g) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- (h) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (i) Confidential Information. Confidential Information shall mean 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 the Department 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.
- (j) Confidential Information Breach. Confidential Information Breach shall mean, 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.
- (k) Claim. Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

2. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

3. Forum and Choice of Law. The parties deem the Contract 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 Contract 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 Contractor 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.

4. Termination.

- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of

Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

- (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

5. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, which controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

6. Indemnification.

- (a) The Contractor 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 Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor 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 Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor'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 Contractor'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 Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor 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 Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the State and the Client Agency all in an electronic format acceptable to the State prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the Client Agency. Contractor shall provide an annual electronic update of the three documents to the Client Agency and the State on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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

8. Campaign Contribution Restriction. For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

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

10. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.
11. Executive Orders. This Contract 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 Contract as if they had been fully set forth in it. The Contract 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 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
 12. Antitrust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
 13. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
 14. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
 15. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
 16. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
 17. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
 18. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due

- or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
19. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
 20. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.
 21. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
 22. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
 23. Affirmative Action and Sexual Harassment Policies. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
 24. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
 25. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
 26. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
 27. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
 28. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
 29. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Designation of Conservation Officer/Inlands Wetlands Agent
2. **Date of Board Meeting:** January 11, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Mike Glidden, Director of Planning
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**

If the Board of Selectmen supports the proposed designation, the following motion is in order:

Move, effective January 11, 2021 to designate Thomas Hazel as the Conservation and Inland Wetlands Officer. This designation shall remain in effect until revised, rescinded or Mr. Hazel's separation from service, whichever comes first.

5. **Summary of Submission:**

Pursuant to the Charter, the Board of Selectmen should appoint a Conservation and Inland Wetlands Officer and Code Enforcement (Compliance) Officer. Statute requires land use agencies to designate an IWA Officer and Zoning Agent, which has occurred. Job descriptions approved by the Board of Selectmen in fall 2018 designate the Assistant Town Planner as the IWA Officer and the Code Compliance Officer as the Zoning Agent. Staff in the Planning Department provides back-up to one another on wetlands and zoning matters. Staff in the Planning Department is authorized by the Town Manager to enforce numerous ordinances, which has occurred.

Thomas Hazel was previously appointed by the Board of Selectmen as an **Assistant** Conservation and Inland Wetlands Officer and Code Enforcement Officer. Mr. Hazel has been promoted and appointed to the position of Assistant Town Planner effective today. Since the Assistant Town Planner position is the primary Conservation and Inland Wetlands Officer, staff respectfully requests for "Assistant" to be removed from his designation. Since the Planning Department has not been fully staffed Mr. Hazel has been the primary staff person to the Conservation Commission during his tenure with the Town. Previously he worked as the Inland Wetlands Agent for Windsor for over 5 years. Prior to that Mr. Hazel was the Code Enforcement Officer for Windham for 2 years. Mr. Hazel has his Bachelor's Degree in Natural Resource Management and Engineering from UConn and is working to gain his CAZEO Certification. He is also a member of the CT Association of Wetland Scientists and the CT Association of Conservation and Inland Wetlands. Until a replacement is found for our Code Compliance Officer position, Mr. Hazel will retain his designation as "Code Enforcement Officer" as provided for in the Charter.

Director Mike Glidden continues to also serve as back-up for wetlands and zoning matters as designated at the August 12, 2019 Board of Selectmen meeting.

6. **Financial Impact:**

None

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

None



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Tax Refund Requests
2. **Date of Board Meeting:** January 11, 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 January 11, 2021 to approve the presented tax refunds in the amount of \$79,165.14, 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 \$79,165.14. The attachment dated January 11, 2021 has a detailed listing of all requested tax refunds.

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

- a) Requested Tax Refunds, dated January 11, 2021

REQUESTED TAX REFUNDS
JANUARY

	BILL NUMBER	TAX	INTEREST	TOTAL
List 2017				
Willow Arms Mut. Hous. Assoc	17-01-8676			\$0.00
Total 2017				
		\$0.00	\$0.00	\$0.00
List 2018				
Willow Arms Mut. Hous. Assoc	18-01-8691	\$22,987.36		\$22,987.36
CAB East LLC	18-03-52414	\$426.01		\$426.01
Daimler Trust	18-03-54190	\$622.50		\$622.50
Total 2018				
		\$24,035.87	\$0.00	\$24,035.87
List 2019				
Corelogic - Ackels	19-01-0069	\$3,748.69		\$3,748.69
Corelogic - Adams	19-01-0084	\$1,217.48		\$1,217.48
Cooney, Douglas	19-01-1682	\$4,440.35		\$4,440.35
Corelogic - Dreiss	19-01-2743	\$4,877.34		\$4,877.34
Galen Malcolm	19-01-2789	\$5,785.67		\$5,785.67
Greggains, Nicholas	19-01-3179	\$9,314.79		\$9,314.79
Jennings Tyler	19-01-3870	\$385.32		\$385.32
Atty.Siegel, Oconnor (Fitzgerald)	19-01-4978	\$565.41		\$565.41
Mitchell, Mary P Trst	19-01-5502	\$20.00		\$20.00
Ostop, Richard E	19-01-6007	\$3,008.37		\$3,008.37
Palombizio, Samantha	19-01-6090	\$133.48		\$133.48
Corelogic - Palombizio	19-01-6090	\$4,191.36		\$4,191.36
Rubin, Jonathan	19-01-7097	\$4,856.75		\$4,856.75
Corelogic - Shelly	19-01-7494	\$4,154.08		\$4,154.08
Michael J Franco (Sutkowski)	19-01-8088	\$184.02		\$184.02
Willow Arms Mut. Hous. Assoc	19-01-8813			\$0.00
Spitfire Communications	19-02-40817	\$825.07		\$825.07
ACAR Leasing Ltd	19-03-50027	\$626.82		\$626.82
ACAR Leasing Ltd	19-03-50047	\$687.13		\$687.13
ACAR Leasing Ltd	19-03-50049	\$855.37		\$855.37
ACAR Leasing Ltd	19-03-50082	\$191.57		\$191.57
Chaudhry Shan	19-03-53143	\$26.96		\$26.96
Cummings Paul	19-03-54066	\$32.15		\$32.15
Girard, Kyle R	19-03-56814	\$756.27		\$756.27
Irimia Amber	19-03-58876	\$190.01		\$190.01
Irimia Laurentiu	19-03-58878	\$104.60		\$104.60
Lowy Alan	19-03-61278	\$233.67		\$233.67
Nissan Infiniti LT	19-03-63608	\$283.44		\$283.44
Nissan Infiniti LT	19-03-63638	\$243.76		\$243.76
Nissan Infiniti LT	19-03-63716	\$1,122.49		\$1,122.49
Riveiro, Vincent	19-03-65792	\$18.64		\$18.64
Shaiku, Shuja	19-03-67016	\$15.91		\$15.91
Shelbrack James S	19-03-67107	\$106.89		\$106.89
Stonge Lauren	19-03-68076	\$327.28		\$327.28
Toyota Lease Trust	19-03-68785	\$62.38		\$62.38

REQUESTED TAX REFUNDS
JANUARY

Toyota Lease Trust	19-03-68835	\$501.45		\$501.45
Toyota Lease Trust	19-03-68896	\$241.20		\$241.20
Toyota Lease Trust	19-03-68901	\$333.47		\$333.47
Toyota Lease Trust	19-03-68947	\$65.84		\$65.84
McCullough Amanda	19-04-81801	\$26.97		\$26.97
USB Leasing LT	19-04-82768	\$366.82		\$366.82
Total 2019		\$55,129.27	\$0.00	\$55,129.27
TOTAL 2017		\$0.00	\$0.00	\$0.00
TOTAL 2018		\$24,035.87	\$0.00	\$24,035.87
TOTAL 2019		\$55,129.27	\$0.00	\$55,129.27
TOTAL ALL YEARS		\$79,165.14	\$0.00	\$79,165.14



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Acceptance of Municipal Coronavirus Relief Funds
2. **Date of Board Meeting:** January 11, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Amy N. Meriwether, Finance Director/Treasurer
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports acceptance of the Coronavirus Relief Funds from the State of CT, the following motions is in order:

Move, effective January 11, 2021 to accept coronavirus relief funds from the State of CT in the amount of \$181,098.

5. **Summary of Submission:**

On December 3, 2020 the Town was notified that the State will be providing Coronavirus Relief Funds based on a population formula for expenditures incurred during the period July 1, 2020 – December 30, 2020. The funds must be used against COVID eligible expenses, the FEMA 25% match, public health and public safety personnel costs and testing.

Simsbury has been allocated a total of \$181,098 in relief funding. Staff is recommending these funds be used to offset personnel costs for the Police Department, which will create overall budgetary savings. These savings would then be used to offset COVID expenditures incurred by the Town as of December 30, 2020, totaling an estimated \$66,770. The remaining \$114,328 in savings will be reviewed as part of the year-end close out to determine best use. We will be receiving updated pandemic estimates as part of your forthcoming quarterly budget status report.

During the funding rollout Towns were notified that no relief funding will be provided directly to the health districts. If a health district is in need of additional funding due to the pandemic, they need to make such requests to the Towns. Although a request has not been received to date, the Town may receive a funding request from the Farmington Valley Health District to support their pandemic efforts such as contact tracing, enforcement activities, and vaccination clinics.

6. Financial Impact:

The \$181,098 in municipal relief funding can only be used to offset Town (or Health District) expenditures as described above for the period of July 1, 2020 through December 31, 2020.

The Board of Education has received some money from the state Department of Education for pandemic related expenses. The funding they have received isn't enough to cover their COVID expenditures to-date. However, the Board of Finance did let the Board of Education keep prior year savings to offset pandemic expenses and they have their non-lapsing fund. Like the Town, the Board of Education will be receiving updated pandemic estimates as part of their forthcoming quarterly budget status report.

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 Tax Abatement Agreement for 632 (640) Hopmeadow Street
2. **Date of Board Meeting:** January 11, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**

Should the Board of Selectmen approve the proposed Tax Abatement Agreement for 632 (640) Hopmeadow Street, the following motion is in order:

Move effective, January 11, 2021 to approve the Tax Abatement Agreement for 632 (640) Hopmeadow Street and authorize Town Manager Maria E. Capriola to execute the agreement subject to final review and approval of the Agreement by the Town Attorney.

Based on actual investments made by EBAD, we are also seeking for the Board to confirm the final proposed net new tax schedule presented under financial impact. If the Board is in support of the proposed net new tax schedule dated January 2021, the following motion is in order:

Further move that Section 2.2 of the agreement be updated to reflect changes proposed in the net new tax schedule.

5. **Summary of Submission:**

On April 2, 2019 the Town received an application for business development assistance from Ensign Bickford Aerospace and Defense (EBAD) for the property located at 632 (640) Hopmeadow Street. The application requested a 10-year tax abatement and waiver of permit fees related to their planned Phase I expansion.

The Board of Selectmen authorized the Town Manager and Town Attorney to negotiate an agreement that reflected the Board's resolution and intent from their May 10, 2019 meeting. EBAD does not own the real estate at 632 (640) Hopmeadow Street, but through a lease agreement pays for a portion of the property taxes to the building's owner, Dyno Nobel. Our legal counsel has confirmed that in order for a tax abatement on the real estate to be granted, Dyno Nobel will also need to be a signatory in the final agreement between the parties.

Phase I of the planned expansion at EBAD's Simsbury campus is estimated to create approximately 140 well-paying jobs; 112 jobs, many of which are starting at \$100,000+/year, have been added thus far with more forecasted by year-end. EBAD initially estimated renovating of 21,000 sq ft., but ultimately renovated 31,400 sq ft. (buildings 38-43). The below table shows the actual (October 2020) investments made by EBAD versus the estimated investments (May 2019) in both real estate and personal property, excluding manufacturing equipment eligible for exemption:

ACTUAL OR REVISED ESTIMATED Investment (As of Oct. 1, 2020)		ESTIMATED Investment (As of May 10, 2019)		Difference
Actual Real Estate @ 70% valuation	\$1.75M	Estimated Real Estate @ 70% valuation	\$1.54M	+\$210k
Actual Real Estate @ 100% valuation	\$2.5M	Estimated Real Estate @ 100% valuation	\$2.2M	+\$300k
Actual Personal Property excluding manufacturing equipment – Years 1-2 (100%)	\$600k	Estimated Personal Property excluding manufacturing equipment – Years 1-5	\$1.1M	-\$500k
Net Taxable Assessment from Personal Property New Growth as of 10/1/2020	\$385k /			
<i>Personal Property Years 1-2 FY2022 Add'l tax revenue</i>	<i>\$15,000+/-</i>			
Revised Estimated Investment in Personal Property excluding manufacturing equipment – Years 3-5	\$600k	Estimated Investment in Personal Property excluding manufacturing equipment – Years 1-5	\$1.1M	+\$100k
Revised Estimated Investment in Personal Property excluding manufacturing equipment – Years 5-7	\$500K	Estimated Investment in Personal Property excluding manufacturing equipment – Years 5-7	\$0	\$500K

Most of the estimated \$6M in manufacturing machinery and equipment may qualify for the statutory exemption provided for in CGS § 12-81(76). EBAD can apply for that exemption in the normal course of filing its annual declaration of personal property.

Pursuant to our policy, permit fees can be waived up to 50%. This would include permits for construction, HVAC, plumbing, electrical, fire sprinkler, and demolition. The Board authorized waiving permit fees in an amount not to exceed \$25,000. The total construction value was \$2,075,383 for Phase I. To date, \$29,077.78 in permitting fees have been received associated with the Phase I expansion; at 50%, \$14,552.78 can be waived.

The Business Development Incentive Committee recommended that any authorized agreement should have benchmarks tied back to the total estimated net real and personal property tax revenues stated below under “Financial Impact.” The Board of Selectmen concurred with this recommendation. If actual revenues received by the Town from EBAD fall below the estimated net real and personal property tax revenues stated below, the abatement will be adjusted accordingly in the Town’s favor in that tax year.

The Town Manager and Town Attorney negotiated the proposed draft agreement that is presented to the Board of Selectmen tonight. I believe this Agreement reflects the Board of Selectmen’s guidance and intent on the matter. The Town Attorney has recommended that the Board review and authorize the proposed agreement prior to me executing the document.

6. Financial Impact:

The property was valued at \$528,733 (full value). Following construction, the total anticipated full value will be about \$2.5M, or an increase of \$2M. The estimated total cost of investment into rehabilitating the property is \$3M.

The abatement and reduction in the tax bill should only apply to the real estate new growth. Based on actual investments, under the proposed scenario the 10-year estimated value of the real estate new growth property tax abatement is \$545,000¹. The estimated value of the personal property new growth tax revenue is \$208,000². The estimated total value of revenues received by the Town from EBAD on the net new real and personal property growth associated with the Phase I expansion is \$308,000³. We are estimating \$385,000 will be the net assessment from personal property new growth for the 2020GL. The estimated revenue for personal property received by the Town after the abatement has been applied for year one is \$15,000.

The abatement percentages are 100% in the first two fiscal years of the agreement, 95% in year three, 90% in year four, 85% in year five and 75% in years six through ten. Based on actual investments, the total aggregate abatement value is greater than (\$170,656) what had been estimated in May 2019. However, as a result, the net new tax revenue received by the Town is also greater than (\$67,078) what had been estimated in May 2019. The below tables reflect the net new tax schedule as projected as of January 2021, and what was estimated in May 2019.

¹ Prior to actual work occurring, estimate in May 2019 was \$374,344

² Prior to actual work occurring, estimate in May 2019 was \$172,585

³ Prior to actual work occurring, estimate in May 2019 was \$240,922

JANUARY 2021 ESTIMATE

Fiscal Year	Abatement Per Cent of Addition to Current Value	New Growth Amount	Abatement Amount	Net New Real Estate Tax	Net New Growth on Personal Property	Net New Growth Real and Personal Property Tax
21/22	100%	\$65,126	\$65,126	\$0	\$14,278	\$14,278
22/23	100%	\$65,908	\$65,908	\$0	\$28,242	\$28,242
23/24	95%	\$62,718	\$59,582	\$3,136	\$24,125	\$27,261
24/25	90%	\$63,470	\$57,123	\$6,347	\$20,873	\$27,220
25/26	85%	\$64,232	\$54,597	\$9,635	\$26,116	\$35,750
26/27	75%	\$65,003	\$48,752	\$16,251	\$22,024	\$38,275
27/28	75%	\$65,783	\$49,337	\$16,446	\$22,289	\$38,734
28/29	75%	\$66,572	\$49,929	\$16,643	\$19,372	\$36,015
29/30	75%	\$62,718	\$47,038	\$15,679	\$15,750	\$31,429
30/31	75%	\$63,470	\$47,603	\$15,868	\$14,927	\$30,795
TOTALS		\$645,001	\$544,996	\$100,004	\$207,994	\$307,999

MAY 2019 ESTIMATE

Fiscal Year	Abatement Per Cent of Addition to Current Value	New Growth Amount	Abatement Amount	Net New Real Estate Tax	Net New Growth on Personal Property	Net New Real and Personal Property Tax
21/22	100%	\$45,463	\$45,463	\$0	\$24,252	\$24,252
22/23	100%	\$46,008	\$46,008	\$0	\$23,818	\$23,818
23/24	95%	\$42,857	\$40,714	\$2,143	\$19,283	\$21,426
24/25	90%	\$43,371	\$39,034	\$4,337	\$14,611	\$18,948
25/26	85%	\$43,892	\$37,308	\$6,584	\$16,443	\$23,027
26/27	75%	\$44,419	\$33,314	\$11,105	\$19,821	\$30,926
27/28	75%	\$44,952	\$33,714	\$11,238	\$17,647	\$28,885
28/29	75%	\$45,491	\$34,118	\$11,373	\$15,114	\$26,487
29/30	75%	\$42,857	\$32,143	\$10,714	\$11,534	\$22,248
30/31	75%	\$43,371	\$32,528	\$10,843	\$10,062	\$20,905
TOTALS		\$442,681	\$374,344	\$68,337	\$172,585	\$240,922

7. Description of Documents Included with Submission:

- a) Draft Tax Abatement Agreement, 632 (640) Hopmeadow Street

TOWN OF SIMSBURY
FIXED ASSESSMENT AGREEMENT

THIS AGREEMENT made effective as of January ____, 2021 (the “Effective Date”), by and among **Town of Simsbury**, Connecticut, a governmental body organized under the laws of the State of Connecticut, 933 Hopmeadow Street, Simsbury, Connecticut, 06070 (“**Town**”), **Dyno Nobel and its subsidiary, Simsbury Hopmeadow Street, LLC** (“**Owner**”), and **Ensign Bickford Aerospace and Defense (“EBAD”)** both having an address of 632 Hopmeadow Street, Simsbury, Connecticut 06070.

RECITALS

- A. Owner owns the property located at 632 (640) Hopmeadow Street, Simsbury, Connecticut known as the Ensign Bickford (“the Property”) and leases it to EBAD.
- B. Owner and EBAD have applied to the Town for a tax abatement and fee waiver to assist it in developing the Property in a manner that will result in job growth and capital investment in the Town of Simsbury.
- C. Town has adopted a Policy, in accordance with Section 12-65b of the Connecticut General Statutes, as amended, (the “Policy”), which provides for a written agreement fixing the assessment of real property and improvements thereon.
- D. Under the Policy, the assessed value of the real property and improvements thereon may be fixed for a period of up to ten (10) years if the cost of the new improvements is not less than Three Million Dollars (\$3,000,000).
- E. Owner and EBAD have provided Town information regarding the estimated value of a proposed building renovation and personal property investment totaling \$10.6 Million (“The Project Plan”). Of that amount, EBAD estimates \$7.6 Million in new personal property additions and a \$3 Million increase in real estate valuation based on the planned renovation to the real property. As of December 31, 2019, EBAD incurred investment of \$2.7 million in real property site renovations for the Project plan build-out and \$1.1 million of personal property in the form of new taxable equipment. For calendar year 2020 EBAD completed further investment of \$2.5 million in real property site renovations with an additional \$600,000 in personal property in the form of new taxable equipment. These investment amounts exclude other indirect expenses such as computers and work aids.
- F. The Simsbury Business Development Committee and Board of Selectmen have determined that the Property qualifies for a fixed assessment of up to ten (10)

years under the Policy and desires to offer a ten (10) year assessment schedule on the Property and a partial fee waiver as an inducement for Owner and EBAD to develop and renovate the Property within Town.

- G. The Board of Selectmen of the Town has adopted a resolution authorizing Town to enter into this Agreement.
- H. The parties now desire to enter into this Agreement to effect a Fixed Graduated Assessment of the Property Improvements resulting from the Project Plan.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Town and Owner and EBAD hereby agree as follows:

ARTICLE 1 - DEFINITIONS

Capitalized terms used and not defined herein shall have the definitions ascribed to them as set forth below:

Section 1.1 - Commencement Date. The term "Commencement Date" shall mean the date the Grand List is executed and confirmed by Town Assessor immediately following the date when both the final certificate of occupancy for the Property has been issued and the Owner and EBAD have completed the conditions included in Sections 3.1 and 3.2 of this Agreement.

Section 1.2 - Property. The term "Property" shall mean the premises generally and collectively known as 632 (640) Hopmeadow Street, Simsbury, Connecticut (Assessor ID number 3056880), based on the Fixed Assessment and the Fixed Assessment Increase for the Property including the land, buildings, structures, foundations, fencing, curbing, light standards, walkways, access drives, landscaping, external facade and parking areas owned by the Owner, but otherwise exclusive of any personal property and motor vehicles of any Business located on the Property. The Property shall be renovated in conformity with the Town of Simsbury Zoning Regulations and Building Codes.

Section 1.3 - Fixed Assessment: The term "Fixed Assessment" shall refer to Town's authority, under Connecticut General Statutes section 12-65b and the Policy, to fix the assessment on the Property, which shall be equal to assessed value of the improvements to the Property as set forth in Section 2.1 below. The incremental increase in the fair market value and assessment of the Property shall be determined by the Assessor in accordance with law.

Section 1.4 - Fixed Assessment Period. The term "Fixed Assessment Period" shall refer to the earlier of (a) a full ten (10) assessment year period that shall begin on the first day (July 1) of the first tax year (expected to be 2021 based on the October 1, 2020 Grand List) following the Commencement Date and ending on the last day of the tenth tax year

following the Commencing Date (expected to be June 30, 2031), subject to the provisions of Section 2.1 hereof, or (b) At the completion of such ten (10) year period, the Fixed Assessment Period shall automatically expire.

Section 1.5 - Investment in Property. The term “Investment In Property” shall mean all costs incurred by Owner and EBAD in carrying out the Project Plan, including development, renovation and reconstruction of that portion of the Real Property which is to be developed including the cost of materials, labor, fixtures, and all other hard costs capitalized as part of the Property, excluding land cost.

ARTICLE 2 - TAX MATTERS

Section 2.1 - Assessment of the Property. Town and Owner agree that the incremental assessment of the Real Property resulting from the development of a portion of the Property according to the Project Plan shall be fixed during the Fixed Assessment Period. During the Fixed Assessment Period, the Town shall establish the Fixed Assessment of the Real Property at an amount equal to:

For the first two assessment dates of October 1, 2020 and October 1, 2021, the assessment at 70% of value shall be \$1,200,000, and thereafter it shall be the lesser of \$1,200,000 or the proportion that the Increment bears to the total value of the building in the first year of the Fixed Assessment Period, which is 76.4% of the total building value.

Subject to the provisions of Section 2.2 of the agreement, during the Fixed Assessment Period, Owner shall make or cause to be made and Town agree to accept as full payment:

- (i) zero percent (0%) of the incremental new tax normally due on the assessed value of the Property for year one of the Fixed Assessment Period,
- (ii) zero percent (0%) of the incremental new tax normally due on the assessed value of the Property for year two of the Fixed Assessment Period,
- (iii) five percent (5%) of the incremental new tax normally due on the assessed value of the Property for year three of the Fixed Assessment Period,
- (iv) ten percent (10%) of the incremental new tax normally due on the assessed value of the Property for year four of the Fixed Assessment Period, and
- (v) fifteen percent (15%) of the incremental new tax normally due on the assessed value of the Property for year five of the Fixed Assessment Period,
- (vi) twenty-five percent (25%) of the incremental new tax normally due on the assessed value of the Property for year six of the Fixed Assessment Period,
- (vii) twenty-five five (25%) of the incremental new tax normally due on the assessed value of the Property for year seven of the Fixed Assessment Period.

- (viii) twenty-five percent (25%) of the incremental new tax normally due on the assessed value of the Property for year eight of the Fixed Assessment Period,
- (ix) twenty-five percent (25%) of the incremental new tax normally due on the assessed value of the Property for year nine of the Fixed Assessment Period,
- (x) twenty-five five (25%) of the incremental new tax normally due on the assessed value of the Property for year ten of the Fixed Assessment Period.

This Agreement does not include any taxes levied by the fire district or other taxing entity. The assessment value of the Fixed Assessment as of the Effective Date, any personal property, and any motor vehicles shall be determined by the Assessor in the normal course pursuant to state and local laws.

Section 2.2 Minimum Incremental New Tax Payments. During the Fixed Assessment Period, Owner and EBAD agree to pay for each tax year the ad valorem real estate tax payment for the Property on the Fixed Assessment as set forth in Section 2.1 above. Owner and EBAD shall be responsible for the payment of these real estate taxes and shall make or shall cause such payment to be made no later than the applicable due dates of the tax billing or otherwise shall be subject to penalty interest for late payment. The minimum net new real estate and personal property tax payable based on the fixed assessment for each year of the Fixed Assessment Period shall be as follows:

Fiscal Year	Net New Real Estate Tax	Minimum Net Real and Personal Property Tax
21/22	\$0	\$24,252
22/23	\$0	\$23,818
23/24	\$2,143	\$21,426
24/25	\$4,337	\$18,948
25/26	\$6,584	\$23,027
26/27	\$11,105	\$30,926
27/28	\$11,238	\$28,885
28/29	\$11,373	\$26,486

29/30	\$10,714	\$22,248
30/31	\$10,843	\$20,905

If the actual Net Real and Personal Property Tax incremental revenues received by the Town from EBAD or the Owner resulting from the new development fall below the estimated Net Real and Personal Property Taxes stated herein, the real estate assessment percentages in Section 2.1 shall be adjusted accordingly to compensate for the tax shortfall. The assessed value of the Property is determined each year and is based on the assessed value of the property on the grand list on October first of the prior year. The Fixed Assessment of the Property may change during a revaluation year or if additions or modifications are made to the building.

ARTICLE 3 - OTHER TAXES, FFES, REVALUATION

Section 3.1 - Fire District Tax, Personal Property and Motor Vehicle Taxes. Owner and or EBAD agree to pay full taxes levied by the Simsbury Fire District and on all personal property and motor vehicles or leased motor vehicles of the Owner and/or EBAD by Town during the Fixed Assessment Period. Owner and/or EBAD shall make such payment no later than the applicable due dates of the tax billing or otherwise shall be subject to penalty interest for late payment.

Section 3.2 - Waiver of Fees. The Town agrees to waive fifty percent (50%) of the Town permit fees resulting from the renovation work, including, but not limited to, construction, HVAC equipment, plumbing, electrical, fire sprinkler, and demolition permits. The total of the fees to be waived under this section is not to exceed \$25,000.

Section 3.3 - Assessment and Revaluation. The Owner and/or EBAD shall have the right to appeal any increase in assessment due to a Town-wide property revaluation pursuant to Connecticut General Statutes, sections 12-117a and 12-119, as amended. The assessment of the Land for the period prior to the Commencement Date was determined in the normal course pursuant to state and local laws.

ARTICLE 4 - MINIMUM INVESTMENTS

Section 4.1—Minimum Investment in The Property. Owner and EBAD have planned a renovation of Property as detailed in the Project Plan, in the agreed upon estimated and actual amounts as delineated above in Section E of the Recitals

Section 4.2 - Schedule. No later than October 1, 2020 or at the end of any approved extension period, Owner and EBAD shall furnish Town with a certificate confirming

Owner's and EBAD's satisfaction of the obligations contained in Sections 3.1 and 3.2 hereof. Owner and EBAD, at the request of Town, shall furnish Town with general information substantiating the expenditure of such investment. Town acknowledges that any certification from a third-party architect, managing contractor, engineer, general contractor, vendor or manufacturer, which certifies such investment will satisfy any request by Town for additional evidence verifying the expenditure of such investment. Owner and EBAD shall permit the town at reasonable times and upon reasonable notice during the term of this Agreement to inspect the Property for purposes of confirming that its use continues to comply with one or more of the uses set forth in Section 12-65b of the Connecticut General Statutes and the Ordinance.

Section 4.3 - Failure to Comply. In the event the Owner or EBAD have not provided the anticipated Investment in the Property as set forth in Sections 3.1 and 3.2 above by October 1, 2020 or at the end of any extension periods as provided in Section 3.1 and Section 3.2, the Town shall be entitled to terminate this Agreement. In the event of such termination by Town, then Town and Owner and EBAD shall not have any further obligation under this Agreement and the assessment of the Property shall revert to 70% of its fair market value as determined by the Assessor retroactive to the Commencement Date and the Town shall thereafter have its rights defined in Section 7.2.

ARTICLE 5 - OPERATION OF PROPERTY

Section 5.1 - Operation. During the Fixed Assessment Period and for a period of two (2) consecutive years thereafter, the Owner and EBAD agree that it shall not:

- 5.1.1. Change, suffer or allow the use of the Property to be changed to a use that does not comply with one or more of the uses set forth in Section 12-65b of the Connecticut General Statutes and the Ordinance;
- 5.1.2. Fail to pay the taxes contemplated under this Agreement when due; or
- 5.1.3. Declare bankruptcy.

Section 5.2 - Remedies. In the event the Owner or EBAD is in default under Sections 3.1, 3.2, 3.4, 4.1 and 5.2.1 through 5.2.7, or in material default of any other obligation contained in this Agreement, the Town shall have the right to recover all tax benefits provided to the Owner or EBAD during the Fixed Assessment Period and terminate this Agreement and the Fixed Assessment. In the event that the Owner or EBAD has instituted appropriate administrative or legal proceedings challenging the amount of the statutory assessment of the Property and Land, payment of any and all taxes shall be in accordance with Connecticut General Statutes section 12-117 and other applicable law.

ARTICLE 6 - REPRESENTATIONS AND WARRANTIES

Section 6.1 - Town Representations and Warranties. Town hereby represents and warrants to the Owner and EBAD as follows:

- 6.1.1. This Agreement is in material compliance with Town Charter and with the Connecticut General Statutes, et seq.
- 6.1.2. Town is a municipality duly organized and operating under the laws of the State.
- 6.1.3. Town has the power to enter into this Agreement and to carry out its obligations hereunder.
- 6.1.4. The execution and delivery of this Agreement, the conferral of the Fixed Assessment to Owner and EBAD, the performance of its other obligations contained in this Agreement, the consummation of the other transactions contemplated hereby, and the fulfillment of the compliance with the terms and conditions of this Agreement, by Town are not prevented by or result in a breach of, the terms, conditions or provisions of Town Charter, any statute, law, ordinance or regulation by which Town is bound.
- 6.1.5. This Agreement has been duly authorized by Board of Selectmen, and is a valid and binding obligation of Town, and is enforceable in accordance with its terms against Town.
- 6.1.6. The representative of Town executing this Agreement is in good standing with Town, and is authorized to execute and deliver this Agreement, in such capacity.
- 6.1.7. There is no claim or litigation, or to the best of Town's knowledge, threat of any claim or litigation, against Town with respect to its execution and delivery of this Agreement or otherwise pertaining to the conferral of the Fixed Assessment or any other matter contained in this Agreement.

Section 6.2 - Owner and EBAD Representations and Warranties. Owner and EBAD hereby represent and warrants to Town as follows:

- 6.2.1. Owner and EBAD are qualified and licensed to transact business in the State of Connecticut.
- 6.2.2. Owner is the fee owner of the Property and has the power to enter into this Agreement and to carry out its obligations hereunder.
- 6.2.3. The execution and delivery of this Agreement, the performance of the obligations of Owner and EBAD contained in this Agreement, the

consummation of the other transactions contemplated hereby, and the fulfillment of the compliance with the terms and conditions of this Agreement by Owner and EBAD are not prevented by or result in a breach of, the terms, conditions or provisions of any statute, law, ordinance or regulation by which Owner or EBAD is bound, or any contractual restriction, financing, agreement or instrument of whatever nature to which Owner or EBAD is now a party by which it is bound, nor do they constitute default under any of the foregoing.

- 6.2.4. This Agreement has been duly authorized by Owner and EBAD and is a valid and binding obligation of Owner and EBAD and is enforceable in accordance with its terms against Owner and EBAD.
- 6.2.5. The officer of Owner and EBAD executing this Agreement is in good standing with Owner and EBAD and is authorized to execute and deliver this Agreement, in such capacity.
- 6.2.6. There is no claim or litigation, threat of any claim or litigation, against Owner or EBAD with respect to its execution and delivery of this Agreement, the conferral of the Fixed Assessment or any other matter contained in this Agreement.
- 6.2.7. There are no actions, suits or proceedings pending or, threatened against or affecting the Owner or EBAD or before any arbitrator or any governmental body in which there is a reasonable possibility of an adverse decision which could materially affect the ability of Owner or EBAD to perform its obligations under this Agreement.

ARTICLE 7 - DEFAULT

Section 7.1 - Town Default. In the event that Town fails to perform under Section 2.1 of this Agreement and Owner or EBAD furnishes notice to that effect to Town, and Town fails substantially to rectify the same within thirty (30) days after receipt of notice, and such an additional reasonable time period as is necessary to rectify the matter if the nature of such non-compliance cannot be reasonably cured within said thirty (30) day period so long as Town initiates the curing thereof within said thirty (30) day period and thereafter diligently prosecutes such curing, then Town shall be deemed to be in default of this Agreement. In the event of Town's default under this Agreement beyond applicable cure periods, Owner or EBAD shall be entitled to all rights and remedies at law or in equity.

Section 7.2 - Owner Default. In the event that Owner or EBAD fails to perform a covenant or agreement, or to observe a term or condition, contained in this Agreement

P.O. Box 7
Simsbury, CT 06070

or at such other addresses as the parties may indicate in writing to the other by personal delivery, overnight courier, or registered mail, return receipt requested, with proof of delivery thereof. Notices and requirements shall be deemed delivered to the address set forth above (a) when delivered in person on a business day, or (b) on the same business day received if delivered by overnight courier or by registered mail, return receipt requested.

Section 8.2 Successors and Assigns; Assignment. EBAD and/or Owner shall not assign its rights and obligations under this Agreement except with the written consent of the Simsbury Board of Selectmen. All of the terms and provisions of this Agreement shall be binding on and inure to the benefit of all of the successors and assigns of the parties hereto.

Section 8.3 - Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between Owner and EBAD and Town relative to fixing the assessments on the Property and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them related thereto, other than as herein set forth. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding on the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

Section 8.4 - Counterparts. This Agreement (or any exhibit or addendum to it) may be executed by facsimile or using an e-signature format such as DocuSign, and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

Section 8.5 - No Admission as to Value. The parties acknowledge and agree that the values placed upon the Property, and/or the Improvements as a result of this Fixed Assessment Agreement shall not now or at any other time be construed as an admission by any party or as evidence of any kind as to the true fair market value of the Property and/or the Improvements.

Section 8.6 - No Further Abatement: Owner and EBAD acknowledge and agree that the Abatement offered pursuant to this Agreement is not binding upon the Town beyond the ten-year Abatement Term agreed to herein.

[NEXT PAGE IS SIGNATURE PAGE]

IN WITNESS WHEREOF, this Agreement has been executed by authorized representatives of the parties hereto and is effective as of the aforesaid date.

TOWN OF SIMSBURY

By: _____

Maria E. Capriola
Its Town Manager

Date: _____

OWNER, DYNO NOBEL

By: _____

Its

Date: _____

**LESSEE, ENSIGN BICKFORD
AEROSPACE AND DEFENSE**

By: _____

Date: _____, 2019



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Appointment of Tenesha Grant to the Police Commission
2. **Date of Board Meeting:** January 11, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Ericka L. Butler, Town Clerk
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the recommendation from the Democratic Town Committee to appoint Tenesha Grant to the Police Commission, the following motion is in order:

Move, effective January 11, 2021, to appoint Tenesha Grant (D) as a regular member to the Police Commission, with a term expiring on January 1, 2025.

5. **Summary of Submission:**
The Police Commission members are appointed by the Board of Selectmen to four year terms according to Section 614 of the Town Charter. No more than two of the five appointed members may be from the same political party. The vacant seat is from the retirement of former Chair Ed (Ned) Cosgrove. Currently there are two Republicans, one Democrat, and one Unaffiliated person serving on the Police Commission.

Ms. Grant has been nominated by the Simsbury Democratic Town Committee to fill the vacant seat left by Mr. Cosgrove's term expiring on January 1, 2021.
6. **Financial Impact:**
None
7. **Description of Documents Included With Submission:**
None



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Aging and Disability Commission Membership Updates
2. **Date of Board Meeting:** January 11, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Ericka L. Butler, Town Clerk
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports Susan Krinsky moving from a regular member to an alternate member of the Aging and Disability Commission, the following motion is in order:

Move, effective January 11, 2021, to move Susan J. Krinsky (R) from a regular member of the Aging and Disability Commission to an alternate member, with a term expiring January 1, 2022.

If the Board of Selectmen supports Cheryl Cook moving from an alternate member to a regular member of the Aging and Disability Commission, the following motion is in order:

Move, effective January 11, 2021, to move Cheryl Cook (R) from an alternate member of the Aging and Disability Commission to a regular member, with a term expiring January 1, 2023.
5. **Summary of Submission:**
The Town Clerk has received a message from Susan J. Krinsky (R) wishing to move from a regular member of the Aging and Disability Commission to an alternate member. Ms. Krinsky's term as a regular member was set to expire on January 1, 2023.

If the Board of Selectmen is supportive of Ms. Krinsky becoming an alternate member, the Republican Town Committee recommends Cheryl Cook for appointment as a regular member of the Aging and Disability Commission, filling the remainder of Ms. Krinsky's term which expires on January 1, 2023. Ms. Cook is currently an alternate member of the Commission and her term is set to expire on January 1, 2022. Ms. Krinsky would replace Ms. Cook as an alternate, and therefore Ms. Krinsky's alternate term would expire on January 1, 2022.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
a) Request from Susan J. Krinsky, dated December 17, 2020

 You replied to this message on 12/17/2020 12:57 PM.

From: [REDACTED]
To: Butler Ericka; [REDACTED]
Cc:
Subject: RE: Aging and Disability Switch

Sent: Thu 12/17/2020 12:56 PM

Hi Ericka, and Paul,

A lot of snow, but looking beautiful now. I am resigning my regular position and changing to alternate on Aging and Disability Commission.

Thanks!
Sue





Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Reappointment of Charles Houlihan to the Board of Ethics

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

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

Maria E. Capriola, Town Manager; Ericka L. Butler, Town Clerk

Maria E. Capriola

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

If the Board of Selectmen supports the recommendation from the Democratic Town Committee to reappoint Charles (Chip) Houlihan to the Board of Ethics, the following motion is in order:

Move, effective January 11, 2021, to reappoint Charles Houlihan (D) as a regular member of the Board of Ethics, with a term expiring January 1, 2025.

5. **Summary of Submission:**

Board of Ethics members are appointed by the Board of Selectmen to four year terms according to Section 613 of the Town Charter. The Board shall consist of "six (6) members, two (2) of whom shall be registered Republicans, two (2) of whom shall be registered Democrats and two (2) of whom shall be unaffiliated voters." Currently there is one Republican (one vacancy), two Democrats (one of whom is Mr. Houlihan), and two Unaffiliated people serving on the Board of Ethics.

Mr. Houlihan has been nominated by the Simsbury Democratic Town Committee to be reappointed to the Board of Ethics with a term expiring January 1, 2025.

6. **Financial Impact:**

None

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

None



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Resignation of Elizabeth Burt from the Library Board of Trustees
2. **Date of Board Meeting:** January 11, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Ericka L. Butler, Town Clerk
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
The following motion is in order:

Move, retroactive to December 22, 2020, to accept the resignation of Elizabeth Burt (D) as a regular member of the Library Board of Trustees.

5. **Summary of Submission:**
The Town Clerk has received the resignation of Elizabeth Burt (D) as a regular member of the Library Board of Trustees.

Elizabeth Burt's term was set to expire on December 1, 2025. Section 205 of the Charter, "vacancies: elective offices," states "...any vacancy, except a vacancy on the Board of Selectmen, in any elective Town office, including the Board of Education, shall be filled within forty-five (45) days of such vacancy by appointment by the Board of Selectmen, for the unexpired portion of the term or until the next regular municipal election, as defined in Section 9-1 of the General Statutes, whichever shall first occur... Any such vacancy shall be filled by the appointment of a member of the same political party as the person vacating the office in the event said person was affiliated with a political party."

An appointment to fill the remainder of Ms. Burt's term should be made prior to February 5, 2021. Her replacement should be someone affiliated as a Democrat, with a term expiring December 6, 2021; the remainder of Ms. Burt's term from December 6, 2021 to December 1, 2025 will be determined by the next regular municipal election in November 2021.

6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Elizabeth Burt's Resignation Letter, dated December 22, 2020

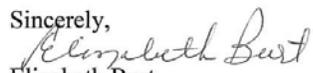
DEC 22 2020 PM 3:39
ERICKA BUTLER, TOWN CL

12 Woods Lane
Simsbury CT 06070
Dec 22, 2020

Simsbury Town Clerk

I regret to inform you that I must resign from my position on the Simsbury Library Board of Trustees due to health and technological issues. I have already informed the chair of the board and am also notifying the Chair of the Simsbury Democratic Town Committee so someone can be nominated in my place.

Sincerely,


Elizabeth Burt

CALL TO ORDER

The Regular Meeting of the Board of Selectmen was called to order at 6:04 p.m. on ZOOM due to COVID-19. Present were: First Selectman Eric Wellman; Deputy First Selectman Sean Askham; board members Jackie Battos, Mike Paine, Wendy Mackstitus and Chris Peterson. Others in attendance included Town Manager Maria E. Capriola; Deputy Town Manager Melissa Appleby; Finance Director Amy Meriwether; Attorney Robert DeCrescenzo, Director of Performing Arts Center Missy DiNunno, and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC AUDIENCE

- Email written comments to ebutler@simsbury-ct.gov by 12 P.M. on Monday December 14, 2020 to be read into the record;
- Email tfitzgerald@simsbury-ct.gov by 12 P.M. on Monday December 14, 2020, to register to address the Board of Selectmen on ZOOM

PUBLIC AUDIENCE

Mr. Wellman read an email from Joan Coe, who spoke about the 11/23/20 Board of Selectmen meeting and not being able to display pictures; the Town Manager’s contract; the large family party complaint; the 11/30/20 Tri-Board meeting and fiduciary responsibilities; Simsbury Farms funds; and other issues.

PRESENTATIONS

a) Proclamation for Ed (Ned) Cosgrove

Mr. Wellman said Mr. Cosgrove is resigning from the Police Commission at the end of the year after 28 years of dedicated service. He has also served the community in other ways. He read the attached proclamation.

Mr. Askham made a motion, effective December 14, 2020, to authorize the issuance of a Proclamation in honor of Ed (Ned) Cosgrove, as attached. Ms. Battos seconded the motion. All were in favor and the motion passed.

Mr. Askham and Terry Fogarty also gave their reflections of services and sincere thanks to Mr. Cosgrove.

b) Proclamation for Ed LaMontagne

Mr. Wellman said Mr. LaMontagne has recently resigned from the Aging and Disability Commission after 26 years of dedicated service. He has been a very strong advocate for the aging and disabled residents and will leave a lasting impact on the Town.

Ms. Mackstitus made a motion, effective December 14, 2020, to authorize the issuance of a Proclamation in honor of Ed LaMontagne, as attached. Ms. Battos seconded the motion. All were in favor and the motion passed.

Mr. Paine, Ms. Mackstitus, and Mr. Peterson gave their reflections and sincere thanks to Mr. LaMontagne.

Shannon Knoll, Diana Yeisley, Mark Orenstein, and Jan Beatty gave their reflections and wished Mr. LaMontagne the best.

Mr. LaMontagne said he worked with many dedicated people and he appreciated the proclamation.

c) Simsbury Meadows Performing Arts Center Update

This item was informational only.

Robert Hensley gave a history of SMPAC and how the Master Plan was conceived in 2003. He spoke about how they obtained a 501-c3 status. He also spoke about how they obtained a STEAP Grant and do fundraising.

Ms. DiNunno spoke about their 2018-19 goals and their policies and procedures. They wanted to curate meaningful and diversified programming. They had to change a lot with COVID-19, but are doing the best they can. They also received COVID-19 relief funding.

Linda Schofield spoke about their future plans and the money they will need to continue with the plans that started 15 years ago. She said they are hoping the State grant programs will be funded again and they will apply for them again. They will also rely on private funding.

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.

SELECTMEN ACTION

a) Tax Refund Requests

Mr. Askham made a motion, effective December 14, 2020, to approve the presented tax refunds in the amount of \$22,065.76 and to authorize Town Manager, Maria E. Capriola, to execute the tax refunds. Ms. Mackstius seconded the motion. All were in favor and the motion passed.

b) Extension of Temporary Suspension of Acceptance of Cash Payments

Mr. Wellman said the Town Manager feels an extension of the suspension of cash payments is needed, due to the pandemic, until further notice.

Mr. Askham made a motion, effective December 14, 2020, to extend the suspension of acceptance of cash payments until further notice. Exceptions may be authorized by the Town Manager or Finance Director or Attorney Bob DeCrescenzo.

Further move, waive transaction of \$5 or less until further notice if check or electronic payment is not practicable. However, aquatic fees, ice rink fees, food concession transactions and all golf course fees and purchases valued at \$5 or less should not be waived. This shall remain in effect until revised or rescinded. Mr. Paine seconded the motion. All were in favor and the motion passed.

c) Donation from Garrity Asphalt Reclaiming, Inc.

Mr. Wellman said this isn't the first donation from Garrity Asphalt. The Board of Selectmen needs to approve the donation according to Chapter 100 of the Code of Ordinances, if over \$1500.

Ms. Battos made a motion, effective December 14, 2020, to accept a donation from Garrity Asphalt Reclaiming, Inc. in the amount of \$5,000 for the purpose of supporting Simsbury Community and Social Service Department programs that assist residents in need with our sincere thanks. Mr. Paine seconded the motion. All were in favor and the motion passed.

d) Donation from Trinity Episcopal Church

Mr. Wellman said the Board of Selectmen needs to approve the donation from Trinity Episcopal Church, as it is over \$1500, according to Chapter 100 of the Code of Ordinances.

Mr. Paine made a motion, effective December 14, 2020, to accept a donation from Trinity Episcopal Church, in the amount of \$2,381.21, for the purpose of supporting Simsbury Community and Social Services Department Holiday Program that assists residents in need with our sincere thanks. Mr. Askham seconded the motion. All were in favor and the motion passed.

e) Donation from Ron Perry to the Police Department

Mr. Wellman said Ron Perry reached out to the Police Chief and expressed his desire to donate \$5,000.

Ms. Battos made a motion, effective December 14, 2020, to accept the monetary donation of \$5,000 from Ron Perry for use by the Police Department with sincere thanks. Mr. Askham seconded the motion. All were in favor and the motion passed.

f) Proposed State Historic Preservation Office Planning & Survey Grant for Meadowood Barns

Mr. Wellman said this grant is to apply for \$20,000 to perform a structural analysis on the barns on the Meadowood property.

Mr. Askham made a motion, effective December 14, 2020, to approve the application for State Historic Preservation Office Planning and Survey Grant for Meadowood Barns. In the event the grant is awarded, the following additional motion is in order: Move to accept State Historic Preservation Office Planning and Survey Grant for Meadowood Barns grant and to authorize Town Manager, Maria E. Capriola to execute all documents related to the grant awarded. Ms. Mackstus seconded the motion. All were in favor and the motion passed.

g) AFSCME Successor Collective Bargaining Agreement 2019 – 2023

Mr. Wellman said staff has negotiated a proposed successor collective bargaining agreement with AFSCME Local 2945 for Public Works and Parks employees.

Ms. Capriola went through the highlights of the agreement including raises, being a 4 year contract, and increasing insurance co-pays.

Ms. Mackstitus made a motion, effective December 14, 2020, to authorize Town Manager, Maria E. Capriola, to execute the proposed successor collective bargaining agreement between the Town of Simsbury and AFSCME Local 2945 of council 4 AFCIO Simsbury Public Works and Parks employees which will enter into effect retroactively from July 1, 2019 and expire June 30, 2021. Mr. Paine seconded the motion. All were in favor and the motion passed.

h) Proposed FY 20/21 Non-Union Compensation and Benefits

Mr. Wellman said the Personnel Sub-Committee reviewed and endorsed a 2.25% general wage increase for unaffiliated positions retroactive to July 1, 2020, for non-union employees who are not in a probationary period.

Ms. Mackstitus made a motion, effective December 14, 2020, to approve a 2.25% general wage increase for unaffiliated staff in a non-probationary status, retroactive to July 1, 2020, pending a satisfactory annual performance evaluation and that the salary ranges for those classification be adjusted accordingly; Further move, to approve a 2.25% general wage increase for unaffiliated staff in the probationary state upon successful completion of their probationary period and that the salary range for that classification be adjusted accordingly; Further move, to approve the proposed health insurance co-pay and plan agreement changes for unaffiliated staff as presented and implemented as soon as possible. Mr. Paine seconded the motion. All were in favor and the motion passed.

i) Town Manager Compensation and Benefits

Ms. Capriola recused herself.

Mr. Wellman said the Personnel Sub-Committee recommend the Town Manager receive a 2.25% increase effective February 1, 2021 as Ms. Capriola said she would wait for the raise until then. She would also receive the same proposed health insurance changes as other non-union staff.

Mr. Askham made a motion effective December 14, 2020, to approve a 2.25% general wage increase for the Town Manager effective February 1, 2021; Further move to apply the adopted health insurance co-pay and plan management changes for unaffiliated staff to the Town Manager and implement as soon as practicable. Mr. Peterson seconded the motion. All were in favor and the motion passed.

Ms. Capriola rejoined the meeting.

j) Shared Services Agreement with the Board of Education

Mr. Wellman said the Town and Board of Education entered into a temporary mutual agreement in January 2020. This has been a great partnership and they would like the agreement extended beyond December 2020.

Mr. Askham made a motion, effective December 14, 2020, to authorize Town Manager, Maria E. Capriola to execute a Memorandum of Agreement between the Town of Simsbury and the Simsbury Board of Education for shared services subject to approval as to form by the Town Attorney. Mr. Paine seconded the motion. All were in favor and the motion passed.

k) Business Development Incentive Policy

Mr. Wellman said this incentive policy is a great tool kit to attract and retain businesses in Town.

Ms. Capriola said the Economic Development Commission will simplify the policy documents to be more user friendly. They are also refining their policy and reviewing their application.

After some discussion, no action was taken at this time.

APPOINTMENTS AND RESIGNATIONS

a) Proposed Appointment of Rick Brush to SPIRIT Council

Mr. Paine made a motion, effective December 14, 2020, to appoint Rick Brush (D) to the SPIRIT Council as a regular member, with a term expiring December 6, 2021. Ms. Battos seconded the motion. All were in favor and the motion passed.

b) Resignations for Historic District Commission and Aging and Disabilities Commission

Mr. Askham made a motion, effective December 14, 2020, to accept the resignation of Peter Adomowicz (U), as an alternate member of the Historic District Commission, Julie Carmelich (D) as a regular member of the Historic District Commission, and Marguerite Carnell (D) as a regular member of the Historic District Commission retroactive to December 4, 2020, with our thanks. Mr. Peterson seconded the motion. All were in favor and the motion passed.

Mr. Paine made a motion, effective December 14, 2020, accept the resignation of Lorraine Doonan (D) as an alternate member of the Aging and Disability Commission, retroactive to September 1, 2020 with our thanks. Ms. Battos seconded the motion. All were in favor and the motion passed.

REVIEW OF MINUTES

a) Regular Meeting of November 23, 2020

Ms. Mackstitus made a motion to accept the Regular Meeting Minutes of November 23, 2020 with the following change:

Under Liaison and Sub-Committee Reports: Ms. Mackstitus attended the last Aging and Disability Commission meeting needs to be changed to Planning Commission meeting.

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

LIAISON AND SUB-COMMITTEE REPORTS

- a) **Personnel** – no report at this time.
- b) **Finance** – no report at this time.
- c) **Welfare** – no report at this time.

d) **Public Safety** – Mr. Askham said the loop has been closed on the COVID party incident by the Police Chief.

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

Mr. Peterson said it was a record year for golf rounds according to Culture, Parks and Recreation. Swim and summer events were down due to COVID. Also, and RFP was done for the new restaurant at Simsbury Farms.

Mr. Wellman noted that this was the last meeting of 2020 and wished everyone a happy holiday and healthy new year.

ADJOURN

Mr. Askham made a motion to adjourn at 8:04p.m. Ms. Battos seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk



Town of Simsbury

66 TOWN FOREST ROAD WEST SIMSBURY, CONNECTICUT 06092

~ Department of Public Works ~

Memorandum: Sidewalk and Sidewalk Ramp Design Standards Used in Simsbury

To: Mara Capriola, Town Manager
CC: Board of Selectmen, Melissa Appleby - Deputy Town Manager
From: Thomas J. Roy, Director of Public Works *TJR*
Date: December 21, 2020

Sidewalk ramps can be critical barriers to handicapped individuals and the failure of communities to recognize and improve these barriers, as required by State and Federal regulations, can subject the Town to litigation. The Town is required to have an ADA transition plan in place to make the necessary improvements to the Town's infrastructure and to bring us into compliance with these regulations.

In 2018, the Department of Public Works engaged the services of Beta Group, a multi-disciplinary planning and engineering consultant, to provide a comprehensive review of the Town's sidewalks and sidewalk ramps and produce a database of their findings. Based on their findings, Beta worked with the Town to develop an ADA Self Evaluation and Section 504 Transition Plan, as well as a capital plan to upgrade our infrastructure in order to be compliant with ADA guidelines.

For ADA compliance assessment, there are two national standards that can be followed:

- The American Disabilities Act Accessibility Guidelines ADAAG
 - ADAAG is the current Federal standard
- The United States Access Board, Public Right of Way Accessibilities Guidelines (PROWAG)
 - PROWAG is the Federally recommended design standard for pedestrian facilities in the public right of way, but has yet to be formally adopted
 - CDOT has adopted PROWAG for all of their projects

While both of these standards allow for proper design and construction of infrastructure to allow for access for disabled individuals, the specific requirements of each program are different. Application of these standards needs to be consistent and designers are not permitted to intermix the requirements.

For Simsbury, the DPW will be following ADAAG for sidewalks along Town roads and in the parking lots of our Town facilities and following PROWAG for sidewalks along State roads. We feel the ADAAG requirements are a better fit for our smaller roadways; CDOT has adopted PROWAG for their projects. This approach will allow for consistency within the State ROW. We anticipate revisiting this process in the future if/when PROWAG is formally adopted as the Federal standard.

If you have any questions or concerns regarding this approach, please let me know.



Town of Simsbury

66 TOWN FOREST ROAD, WEST SIMSBURY, CONNECTICUT 06092

~ Department of Public Works ~

Memorandum: MIRA - Impacts on Municipal Solid Waste (MSW) and Recycling Rates

To: Maria Capriola, MPA - Town Manager
CC: Board of Selectmen
From: Thomas J. Roy, PE - Director of Public Works
Date: January 7, 2021

This memo is being presented to provide an update on the status of Hartford's trash-to-energy plant and its possible impacts on Simsbury and its residents. Currently, municipal solid waste from Simsbury is sent to the MIRA facility with a tip fee of \$91/ton. The fee for next year (effective July 1st) is anticipated to be in the range of \$99 to \$105/ton. As a community, we are insulated from some of the effects of the tip fee change, as our residents pay for their trash service directly; however, we have a responsibility to manage this impact on the Town's residents and businesses.

Roughly one year ago, we presented a similar memo, outlining the challenges associated with the MIRA South Meadows trash-to-energy facility and the reality that the facility is at the end of its useful life. This 1980's era trash-to-energy facility has exceeded its design life and is now unreliable and in danger of a catastrophic failure.

An RFP for the redevelopment of the facility was issued three years ago with the aim of developing a public-private partnership for the recapitalization of the facility, as well as the long-term operation and maintenance of such. SACYR-Rooney (SSRT) was selected as the firm to develop the new trash-to-energy facility with MIRA under a 30-year term. This redevelopment would have resulted in a tip fee of \$145/ton and was determined to be unviable. MIRA attempted to seek funding from the State Legislature to allow the project to provide a lower tip fee and was unsuccessful in their endeavor.

At this point, no new redevelopment proposals are being considered. MIRA has set a target date of July of 2022 to shut down the facility and begin trucking waste out of state. This date is subject to change in the event that the plant becomes inoperable or if there is a significant change in electrical pricing.

The CTDEEP, in response to the MIRA issue, formed the Connecticut Coalition for Sustainable Material Management (CCSMM). CCSMM is a grassroots coalition formed by a number of municipalities in the state and is focused on finding a way to reduce our waste. Stemming from the meetings of this group, the focus has been on:

- Extended Producer Responsibility (EPR) programs
- Food Scraps and Organics Recycling
- Increasing our Recycling Rates
- Unit Based Pricing (pay-as-you-throw)

The final report from the coalition will be released on January 11, 2021. The strategies being investigated, in many cases, will require legislative action and will take some time before they can be implemented. Once implemented, these programs will hopefully reduce the volume of waste produced, but they will not eliminate the need for a disposal facility for the waste generated in our region.

Town staff will continue to monitor the various discussions surrounding these issues and keep the Board updated on the potential impacts to the Town. We are hopeful that we will have more definitive answers in the next few months and a better understanding of the financial impacts at that time.

P:\Operations\LANDFILL\Memo Trash to Energy Status 12-2019.docx



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: Melissa Appleby, Deputy Town Manager; Tom Fitzgerald, Management Specialist; Lena Nagorna, Graduate Student Intern; Kristen Formanek, Community and Social Services Director
Date: January 7, 2021
Subject: Equity Policy Review Update

In the fall of 2020, the Board of Selectmen adopted a resolution declaring racism as a public health crisis. A desired outcome from that resolution is for the Town to engage in a review of its policies with an equity lens.

To date staff in the Town Manager's Office has conducted research on the topic amongst a number of our municipal organizations and professional associations such as the International City Manager's Association (ICMA), National League of Cities (NLC), Connecticut Conference of Municipalities (CCM), Emerging Local Government Leaders (ELGL), and the Government Alliance on Race and Equity (GARE). Much of tools and samples we have found are geared towards large cities and would need to be scaled down to accommodate an organization and community of our size, recognizing resources that are available to us. We are still also looking for sample processes that provide a broader equity framework to include gender, sexual orientation, etc.

We have recently reached out to a few communities similar to our size that have done some work in this area. We are waiting to hear back from them but are hoping that they have a process, forms, and/or a policy that may be of assistance to our project. As we finalize our research we look forward to bringing a draft review process back to the Board of Selectmen for discussion.

As we began to frame the "policies" to be reviewed we thought of it in the following categories:

- Our Charter
- Our ordinances

Telephone (860) 658-3230
Facsimile (860) 658-9467

townmanager@simsbury-ct.gov
www.simsbury-ct.gov

An Equal Opportunity Employer
8:30 - 7:00 Monday
8:30 - 4:30 Tuesday through Thursday
8:30 - 1:00 Friday

- Our existing town-wide policies
- Our existing departmental policies
- New or revised policies or ordinances

Many of our existing policies and ordinances are dated, and as you know, we have been gradually working on updating them for your review and approval. Particularly for the policies that are dated, a comprehensive review and re-write for content is required, not just a review with an equity lens. **For this reason, staff's recommendation is that once an equity review process is finalized, we would begin the work when we are updating existing or creating new policies or ordinances.**

During our research process we are also investigating diversity, equity, and inclusion training for our staff, particularly our supervisors as a starting point. An example provided by ICMA from Rockville, Maryland included: Eliminating Unconscious Bias; EEO Compliance Training for Employees and Managers; Disability Etiquette and Discrimination Awareness; ADA Compliance Training for Employees and Managers as well as other topics. It is my intent to use some of our allocated FY 20/21 training dollars on diversity, equity, and inclusion training for staff.

Lastly, through the Farmington Valley Collaborative, a number of towns are interested in potentially sharing a consultant that could assist us with a broad scope of diversity, equity, and inclusion matters such as training, policy review, etc. The Town of Farmington is taking the lead in researching this for us. I think there would be great value in partnering with area towns as well as having a professional with this area of expertise easily accessible to us. Some other towns in CT have begun to obtain quotes for this type of work, and we are hearing that prices are coming in at a minimum of \$25,000.

General feedback or directional guidance from Board members is appreciated.

Note: Attached for your reference is a racial equity toolkit assessment worksheet being utilized by the City of Seattle.

Racial Equity Toolkit Assessment Worksheet

Title of policy, initiative, program, budget issue: _____

Description: _____

Department: _____ Contact: _____

Policy Initiative Program Budget Issue

Step 1. Set Outcomes.

1a. What does your department define as the most important racially equitable **community outcomes** related to the issue? *(Response should be completed by department leadership in consultation with RSJI Executive Sponsor, Change Team Leads and Change Team. Resources on p.4)*

1b. Which racial equity **opportunity area(s)** will the issue primarily impact?

- | | |
|--|---|
| <input type="checkbox"/> Education | <input type="checkbox"/> Criminal Justice |
| <input type="checkbox"/> Community Development | <input type="checkbox"/> Jobs |
| <input type="checkbox"/> Health | <input type="checkbox"/> Housing |
| <input type="checkbox"/> Environment | |

1c. Are there impacts on:

- | | |
|---|---|
| <input type="checkbox"/> Contracting Equity | <input type="checkbox"/> Immigrant and Refugee Access to Services |
| <input type="checkbox"/> Workforce Equity | <input type="checkbox"/> Inclusive Outreach and Public Engagement |

Please describe:

Step 2. Involve stakeholders. Analyze data.

2a. Are there impacts on geographic areas? Yes No

Check all neighborhoods that apply *(see map on p.5)*:

- | | | |
|--|---|--|
| <input type="checkbox"/> All Seattle neighborhoods | <input type="checkbox"/> Lake Union | <input type="checkbox"/> East District |
| <input type="checkbox"/> Ballard | <input type="checkbox"/> Southwest | <input type="checkbox"/> King County (outside Seattle) |
| <input type="checkbox"/> North | <input type="checkbox"/> Southeast | <input type="checkbox"/> Outside King County |
| <input type="checkbox"/> NE | <input type="checkbox"/> Delridge | Please describe: |
| <input type="checkbox"/> Central | <input type="checkbox"/> Greater Duwamish | |

2b. What are the racial demographics of those living in the area or impacted by the issue?

(See Stakeholder and Data Resources p. 5 and 6)

2c. How have you involved community members and **stakeholders**? *(See p.5 for questions to ask community/staff at this point in the process to ensure their concerns and expertise are part of analysis.)*

TOOLKIT

**Racial Equity
Toolkit: An
Opportunity to
Operationalize
Equity**

Government
Alliance on
Race and Equity

2d. What does data and your conversations with stakeholders tell you about existing racial inequities that influence people's lives and should be taken into consideration? (See *Data Resources* on p.6. *King County Opportunity Maps* are good resource for information based on geography, race, and income.)

2e. What are the root causes or factors creating these racial inequities?
Examples: Bias in process; Lack of access or barriers; Lack of racially inclusive engagement

Step 3. Determine Benefit and/or Burden.

Given what you have learned from data and from stakeholder involvement...

3. How will the policy, initiative, program, or budget issue increase or decrease racial equity? What are potential unintended consequences? What benefits may result? Are the impacts aligned with your department's community outcomes that were defined in Step 1.?

Step 4. Advance Opportunity or Minimize Harm.

4. How will you address the impacts (including unintended consequences) on racial equity? What strategies address immediate impacts? What strategies address root causes of inequity listed in Q.6? How will you partner with stakeholders for long-term positive change? If impacts are not aligned with desired community outcomes, how will you re-align your work?

- Program Strategies? _____
- Policy Strategies? _____
- Partnership Strategies? _____

Step 5. Evaluate. Raise Racial Awareness. Be Accountable.

5a. How will you evaluate and be accountable? How will you evaluate and report impacts on racial equity over time? What is your goal and timeline for eliminating racial inequity? How will you retain stakeholder participation and ensure internal and public accountability? How will you raise awareness about racial inequity related to this issue?

5b. What is unresolved? What resources/partnerships do you still need to make changes?

Step 6. Report Back.

Share analysis and report responses from Q.5a. and Q.5b. with Department Leadership and Change Team Leads and members involved in Step 1.

TOOLKIT

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2021 LEGISLATIVE PRIORITIES

Connecticut's state, regional, and local government partners have worked tirelessly to address challenges stemming from the COVID-19 pandemic. These partnership efforts will continue to be a critical as we work together to position Connecticut for social and economic recovery to meet the needs of residents and businesses devastated by the pandemic.

To assist Connecticut's small towns and cities in meeting these challenges, COST urges support for the following legislative priorities:

- 1) Continue to assist municipalities in addressing public health and safety COVID-19 related challenges, including 1) facilitating the use of virtual or hybrid in-person/virtual municipal meetings; and 2) providing adequate resources to support local and regional health districts and first responders;
- 2) Provide towns with predictable revenue streams by preserving municipal aid at existing levels, maintaining the scheduled phase-in of changes to the Education Cost Sharing (ECS) formula, and releasing municipal aid in a timely manner;
- 3) Reject efforts to shift teachers' pension costs to towns, which would overwhelm property taxpayers and/or force cuts in critical services;
- 4) Address broadband challenges in unserved/underserved areas by requiring the Public Utilities Regulatory Authority (PURA) to adopt One Touch Make Ready regulations to streamline the process for connecting fiber to utility poles;
- 5) Provide towns with greater flexibility to control education spending by revising the Minimum Budget Requirement and addressing special education costs;
- 6) Support continued investment in local infrastructure by maintaining adequate funding for Town Aid Road, the Local Capital Improvement Program, the Local Bridge program, the Small Town Economic Assistance Program (STEAP), and other infrastructure programs;
- 7) Expand opportunities for municipalities to address water and wastewater infrastructure needs to support housing and economic development by targeting the use of federal Clean Water funding and eliminating regulatory barriers;
- 8) Provide towns with meaningful relief from unfunded mandates, including prevailing wage requirements, and refrain from adopting any new unfunded mandates;
- 9) Support the recommendations of the Connecticut Coalition for Sustainable Materials Management (CCSMM) that will help address municipal solid waste management concerns; and
- 10) Ensure the continued viability of the Materials Innovation & Recycling Authority (MIRA) and other Waste to Energy facilities to assist towns in managing solid waste until long-term solutions become available.



ASSIST TOWNS IN MEETING COVID-19 CHALLENGES

- 1) Facilitate the use of virtual or hybrid in-person/virtual municipal meetings to approve budgetary and other time-sensitive matters and validate actions taken by municipalities pursuant to Executive Orders;
- 2) Provide towns with predictable revenue streams by preserving municipal aid at existing levels, maintaining the scheduled phase-in of changes to the Education Cost Sharing (ECS) formula, and releasing municipal aid in a timely manner;
- 3) Support state, local and regional efforts to address unmet needs stemming from the COVID-19 pandemic;
- 4) Reject efforts to shift teachers' pension costs to towns, which would overwhelm property taxpayers and/or force cuts in critical services;
- 5) Provide towns with greater authority to manage local budgets and respond to changes in municipal funding by a) providing towns with greater flexibility to reduce education spending under the Municipal Budget Requirement (MBR); and b) allowing towns to reopen collective bargaining agreements to negotiate savings if education aid is reduced by a significant percentage or changes are needed to facilitate consolidation/shared services agreements;
- 6) Protect the ability of towns to maintain adequate budget reserves;
- 7) Refrain from adopting any new or expanded property tax exemptions or caps which shift a greater burden onto homeowners and businesses; and

- 8) Provide towns with stable, alternative revenue sources, such as authorizing towns to charge a fee for tax exempt properties equal to the services provided for police, fire, emergency services and roads.

POSITION TOWNS FOR LOCAL ECONOMIC RECOVERY

- 1) Address broadband challenges in unserved/underserved areas by requiring the Public Utilities Regulatory Authority (PURA) to adopt One Touch Make Ready regulations to streamline the process for connecting fiber to utility poles;
- 2) Support investment in local infrastructure by supporting continued funding for the Town Aid Road, the Local Bridge program, the Local Capital Improvement Program (LoCIP), and the Local Transportation Capital Improvement Program (LOTICIP);
- 3) Support continued funding for the Small Town Economic Assistance Program (STEAP) to help strengthen local economies;
- 4) Authorize municipalities to create Communication Utilities Districts to provide high-speed Broadband services to their communities;
- 5) Remove regulatory barriers to sanitary sewer extension projects needed to support housing and economic development; and
- 6) Enhance opportunities to revitalize communities by expanding the Historic Preservation Tax Credit and brownfields remediation programs.



ENACT MEANINGFUL MANDATE RELIEF

- 1) Refrain from adopting any new or expanded unfunded mandates that drive up the cost of local government;
- 2) Provide towns with greater flexibility to reduce education spending under the Minimum Budget Requirement (MBR);
- 3) Reduce construction costs for municipal projects by revising the prevailing wage threshold for municipal public works renovation projects to \$500,000 and rejecting efforts to expand such requirements;
- 4) Assist towns in complying with the MS4 Stormwater General Permit by reducing burdensome paperwork requirements, providing towns with greater flexibility to meet requirements, and targeting grants and training to assist towns in compliance;
- 5) Eliminate the requirement that towns publish legal notices in newspapers and allow towns to post such notices on their municipal websites, consistent with state courts and state agencies; and
- 6) Enact modest changes to binding arbitration laws to reduce costs for property taxpayers, including allowing parties to mutually agree to have their case heard by a single neutral arbitrator randomly appointed from a panel of neutral arbitrators by the State Board of Mediation.

FACILITATE THE USE OF COST-EFFECTIVE REGIONAL/SHARED SERVICES PROGRAMS

- 1) Support efforts to facilitate cost effective regional/shared services

- programs by a) adequately funding the Councils of Government; b) removing impediments that undermine efforts to regionalize/share services; and c) addressing collective bargaining issues that may undermine regional consolidation efforts or shared services agreements, such as providing that consolidation/regionalization efforts are not a mandatory subject of collective bargaining;
- 2) Assist municipalities in facilitating the regional consolidation of services that will achieve savings and improve efficiencies by addressing statutory and other barriers to consolidation; and
- 3) Reject efforts to force the consolidation of services/programs that do not achieve savings or improve efficiencies based on a comprehensive cost-benefit analysis.

PROMOTE QUALITY EDUCATION

- 1) Reaffirm the state's constitutional obligation to fund education for all students;
- 2) Maintain the scheduled phase-in of changes to the Education Cost Sharing (ECS) formula to provide municipalities with predictable revenue streams;
- 3) Assist towns in managing special education costs by a) authorizing Regional Education Service Centers to provide increased special education services to school districts; b) lowering the reimbursement threshold; c) shifting the burden of proof in special education hearings from the school district to the claimant, consistent with federal standards; and d) requiring the state to pay 100% of the costs of special education for severe-needs students.



- 4) Facilitate the ability of local and regional boards of education to share certain educational services, such as foreign language instruction, curriculum development, Advanced Placement courses, and special education;
- 5) Ensure that local and regional boards of education are required to adhere to the requirements of the Uniform Chart of Accounts to provide municipal officials and taxpayers with greater transparency regarding education spending and the ability to compare spending levels across categories; and
- 6) Continue to promote efforts to ensure that municipalities and boards of education work together to consolidate non-educational expenditures and functions to improve efficiencies and reduce costs.

ASSIST REGIONAL SCHOOL DISTRICTS IN CONTROLLING EDUCATION COSTS

- 1) Ensure that regional school districts include finance boards consisting of representatives from member towns to provide input on local budgetary issues;
- 2) Allow the use of a five-year rolling average for determining Average Daily Membership in regional schools for purposes of calculating member town allocation; and
- 3) Provide towns in regional school districts with greater oversight of collective bargaining agreements by requiring that such agreements be approved by each local governing body.

ADDRESS PUBLIC HEALTH NEEDS

- 1) Continue to assist municipalities in addressing public health and safety COVID-19 related challenges, including providing adequate resources to support local and regional health districts and first responders;
- 2) Continue to support programs to address opioid abuse, including establishing an Office of Alcohol and Drug Policy; and
- 3) Continue to assist communities affected by crumbling foundations by extending the life of the Captive insurance organization, providing additional funds for testing and remediation, including testing of municipal and school buildings.

ASSIST TOWNS IN MEETING ENVIRONMENTAL GOALS

- 1) Support the recommendations of the Connecticut Coalition for Sustainable Materials Management (CCSMM) that will help address municipal solid waste management concerns, including a) increasing the bottle deposit fee and extending the fee to other containers; b) Expanding Extended Producer Responsibility (EPR) programs to include other products, such as smoke detectors and fuel containers; c) encourage municipalities to adopt pay-as-you-throw programs; and d) expand opportunities for organics collection;
- 2) Ensure the continued viability of the Materials Innovation & Recycling Authority (MIRA) and other Waste to Energy facilities to assist towns in managing solid waste until long-term solutions become available;



- 3) Authorize towns to establish stormwater utilities to fund stormwater management programs;
- 4) Assist towns in complying with the MS4 Stormwater General Permit by reducing burdensome paperwork requirements, and targeting grants and training to assist towns in compliance; and
- 5) Reduce the impact of road salt and deicing chemicals on equipment and water resources by encouraging the use of Green Snow Pro training and certification.

ASSIST TOWNS IN ADDRESSING THE AFFORDABLE HOUSING

- 1) Implement COST's recommendations for assisting municipalities in supporting more affordable, more attainable housing in their communities, including
 - a) Enhancing affordable housing planning efforts;
 - b) Building on successful affordable housing programs;
 - c) Addressing water and wastewater capacity issues needed to support housing and economic development;
 - d) Supporting Transit-oriented development; and
 - e) Adhering to Smart Growth principles.

STRENGTHENING PUBLIC SAFETY IN OUR COMMUNITIES

- 1) Strengthen public safety in our communities by
 - a) Ensuring adequate state trooper staffing levels;
 - 2) Addressing concerns regarding "Raise the Age" legislation and its impact on the incidence of juvenile crime, including car thefts and break-ins;
 - 3) Protecting the viability of the Resident State Trooper program and expanding

- efforts to allow towns to share Resident State Troopers or partner with other local law enforcement agencies;
- 2) Address concerns with the recently adopted Police Accountability bill by:
 - a) Allowing towns to obtain accreditation from the Police Officers Standards & Training (POST) Council rather than mandating accreditation through the Commission on Accreditation for Law Enforcement Agencies (CALEA);
 - b) Provide adequate funding to municipalities for the purchase of body/dashboard cameras and data storage and retrieval costs;
 - c) Delay the effective date of the duty to de-escalate requirement to provide law enforcement with sufficient time to obtain adequate training;
 - d) Consider changes to the qualified immunity provisions to ensure that municipalities do not bear additional liability costs.