



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

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SIMSBURY BOARD OF SELECTMEN - AMENDED

Main Meeting Room – Simsbury Town Hall – 933 Hopmeadow Street, Simsbury

Regular Meeting – November 25, 2019 – 6:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

PRESENTATION

- a) Recognition of Outgoing Board Members
- b) Public Safety Radio System Project Update

FIRST SELECTMAN'S REPORT

TOWN MANAGER'S REPORT

SELECTMEN ACTION

- a) Tax Refund Requests
- b) Federal FY 2019 State Homeland Security Grant Program
- c) Proposed Acceptance of Greater Hartford Transit District Dial-A-Ride Assistance Grant
- d) EDC 2019-2020 Work Plan
- e) Budget Status Report
- f) Summary of Town Manager's Performance Review and Compensation

APPOINTMENTS AND RESIGNATIONS

- a) Designation of Roles for Members of the Lower Farmington River and Salmon Brook Wild and Scenic Management Committee
- b) Appointments to Short-term Rental Ordinance Work Group
- c) Resignation of Joy Himmelfarb from the Aging and Disability Commission
- d) Resignation of Dennis Fallon from the Culture, Parks and Recreation Commission

REVIEW OF MINUTES

- a) Regular Meeting of November 13, 2019
- b) Special Meeting of November 16, 2019



SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

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

ADJOURN

Following adjournment, per §CGS 1-200(2) the Board of Selectmen and staff will meet to discuss strategy and negotiations with respect to pension negotiations for the unit represented by IBPO.

Following adjournment, per §CGS 1-200(2) the Board of Selectmen and staff will meet to discuss strategy and negotiations with respect to collective bargaining for the units represented CSEA.



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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Recognition of Outgoing Board Members
2. **Date of Board Meeting:** November 25, 2019
3. **Individual or Entity Making the Submission:**
Eric Wellman, First Selectman; Maria E. Capriola, Town Manager *Maria E. Capriola*

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

If the Board of Selectmen supports thanking the outgoing Board of Selectmen members for their years of service to the community the following motions are in order:

Move, effective November 25, 2019, to congratulate Deputy First Selectman Chris Kelly on his tenure on the Board of Selectmen from 1989 through 1995 as well as most recently from 2015 to present, further move to express the Board's gratitude to Mr. Kelly for his service to his community.

Move, effective November 25, 2019, to congratulate Selectwoman Cheryl Cook on her tenure on the Board of Selectmen since 2013, further move to express the Board's gratitude to Mrs. Cook for her service to her community.

5. **Summary of Submission:**

Tonight is the last Board of Selectmen meeting for members Chris Kelly and Cheryl Cook. The Board of Selectmen would like to acknowledge their service to the community tonight.

Deputy First Selectmen Chris Kelly was on the Board of Selectmen in the early nineties as well as most recently since 2015. As a Selectman Chris has been involved in numerous committees such as Water Shortage Ordinance work group, Community for Care, and Library Board of Trustees. Chris has been a vital resource to the Board and Town and we would like to thank him for his years of service as a Selectman.

Selectwoman Cheryl Cook has been on the Board of Selectmen since 2013. As a Selectwoman Cheryl has been involved in numerous committees such as Community for Care, the 350th Anniversary Steering Committee, the Economic Development Work Group and the Housing Authority. Cheryl has been a vital resource to the Board and Town and we would like to thank her for her years of service as a Selectwoman.

6. **Financial Impact:**

None

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

None



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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Public Safety Radio System Project Update
2. **Date of Board Meeting:** November 25, 2019
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Melissa Appleby, Deputy Town Manager
maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
This presentation is informational. Staff is seeking general feedback regarding the radio system options presented.
5. **Summary of Submission:**
The current radio system used by the Police Department, Public Works, the Board of Education, and the Simsbury Volunteer Ambulance Association continues to experience coverage and interference issues throughout Town. In addition, the system is over 20 years old, and critical equipment has either reached end-of-life (no longer supported) or will reach end-of-life in the next few years.

The FY 18/19 budget included approved funding to engage a consultant to evaluate the current radio system and make recommendations for upgrades or replacement. Federal Engineering (FE) conducted this study, and presented their findings to the Board of Selectmen on January 28, 2019. The study offered two options for a new system: a new standalone system, or a shared system with the Town of Avon. Since this study was completed, Town staff has researched two additional options: a shared system with the State of Connecticut Department of Emergency Services and Public Protection (Division of Statewide Emergency Telecommunications), and a shared system with the Simsbury Fire District.

Lieutenant Fred Sifodaskalakis and Deputy Town Manager Melissa Appleby will be present this evening to provide a summary of these options and seek feedback from the Board.
6. **Financial Impact:**
The current six-year capital improvement plan shows this project in FY 20/21 for \$2.5 million. A summary of the capital and operating costs associated with each option is as follows:

| System | Estimated Capital Costs | | Estimated Maintenance (Years 2-5) | Total 5-Year Cost (w/out SVAA) |
|------------------------|-------------------------|--------------|-----------------------------------|--------------------------------|
| | Total | Without SVAA | | |
| Standalone | \$2,552,100 | \$2,476,100 | \$246,000 | \$2,722,100 |
| Shared - Avon | \$2,977,100 | \$2,869,100 | \$291,000 | \$3,160,100 |
| Shared - State | \$2,592,892 | \$2,313,257 | \$259,936 | \$2,573,193 |
| Shared - Fire District | \$1,207,455 | \$1,135,881 | \$123,933 | \$1,259,814 |

7. Description of Documents Included with Submission:

- a) November 25, 2019 Project Update Presentation Slides

Public Safety Radio System



Project Update
November 25, 2019

Agenda

- Project Overview
- Phase I Study
 - Option 1
 - Option 2
- State System (Option 3)
- Simsbury Fire District System (Option 4)
- Summary of Options
- Next Steps

Project Overview

- Radio system is used by the Police Department, Public Works, the Board of Education, and the Simsbury Volunteer Ambulance Association (SVAA)
- System continues to experience coverage and interference issues throughout Town; system is over 20 years old, and critical equipment has either reached end-of-life (no longer supported) or will reach end-of-life in the next few years
- FY19: CNR funds provided for a consultant to evaluate system and provide recommendations (phase 1)
- FY20: Budgeted CNR funds to issue RFP for system replacement (phase 2)
- Staff has conducted additional research regarding two other options

Phase I Study

- Town retained Federal Engineering (FE) to conduct study and make recommendations for upgrades or replacement
- Results were presented at the January 28, 2019 Board of Selectmen meeting
 - Full report is online at <https://www.simsbury-ct.gov/police-emergency>
- Option 1: Standalone system
 - Use existing 400 MHz frequencies, existing sites plus Firetown Fire Station
 - Estimated capital costs = \$2.55 million
 - Estimated operating costs (years 2-5) = \$246,000
- Option 2: Shared system with Town of Avon
 - Move to 700 MHz system, use two of our three existing sites plus two sites in Avon
 - Estimated capital costs = \$2.98 million
 - Estimated operating costs (years 2-5) = \$291,000

State System

- FE's recommendations included exploring the State of CT's public safety radio system as an option
- This system is coordinated through the Department of Emergency Services and Public Protection (Division of Statewide Emergency Telecommunications)
- Participating agencies: Coventry; Stonington; Groton; Norwich; Torrington Fire; Bloomfield (pending)
- Town and State would enter into a five-year MOU, renewable for four additional five-year terms; maintenance contract with Motorola
- 700 MHz system; Use two of our three existing sites plus three State towers
- Estimated capital costs = \$2.59 million
- Estimated operating costs (years 2-5) = \$260,000

Simsbury Fire District System

- System is already in operation with Fire District
- Tap into core system; integrates all public safety agencies, DPW, BOE
- Use existing 400 MHz frequencies; use our three existing sites plus Fire District's site at Talcott Mountain
- Redundancy for dispatch systems ("plug and play")
- Estimated capital costs = \$1.14 million
- Estimated operating costs (years 2-5) = \$124,000

Summary of Options

| System | Estimated Capital Costs | | Estimated Maintenance (Years 2-5) | Total 5-Year Cost (w/out SVAA) |
|------------------------|-------------------------|--------------|-----------------------------------|--------------------------------|
| | Total | Without SVAA | | |
| Standalone | \$2,552,100 | \$2,476,100 | \$246,000 | \$2,722,100 |
| Shared - Avon | \$2,977,100 | \$2,869,100 | \$291,000 | \$3,160,100 |
| Shared - State | \$2,592,892 | \$2,313,257 | \$259,936 | \$2,573,193 |
| Shared - Fire District | \$1,207,455 | \$1,135,881 | \$123,933 | \$1,259,814 |

Next Steps

- Current CIP shows this project in FY21 for \$2.5 million
- Due to dollar value of the options, project will need to be approved at referendum (May 2020 budget referendum or November 2020 general election)



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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Tax Refund Requests
2. **Date of Board Meeting:** November 25, 2019
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Colleen O'Connor, Tax Collector
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports approving the tax refunds as presented, the following motion is in order:

Move, effective November 25, 2019 to approve the presented tax refunds in the amount of \$1,523.67, 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 \$1,523.67. The attachment dated November 25, 2019 has a detailed listing of all requested tax refunds.

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

- a) Requested Tax Refunds, dated November 25, 2019

REQUESTED TAX REFUNDS
NOVEMBER 25, 2019

| | BILL NUMBER | TAX | INTEREST | TOTAL |
|------------------------|-------------|-------------------|---------------|-------------------|
| List 2017 | | | | |
| Pope David R | 17-01-65159 | \$40.68 | | \$40.68 |
| | | | | |
| Total 2017 | | \$40.68 | \$0.00 | \$40.68 |
| | | | | |
| List 2018 | | | | |
| Palmeri David W | 18-01-06013 | \$70.00 | | \$70.00 |
| CAB East LLC | 18-03-52410 | \$317.40 | | \$317.40 |
| CAB East LLC | 18-03-52447 | \$173.20 | | \$173.20 |
| CAB East LLC | 18-03-52458 | \$496.50 | | \$496.50 |
| CAB East LLC | 18-03-52459 | \$80.50 | | \$80.50 |
| Holmes Sharyn E | 18-03-58155 | \$55.98 | | \$55.98 |
| Hunter David C | 18-03-58596 | \$9.33 | | \$9.33 |
| Hunter David C | 18-03-58597 | \$13.06 | | \$13.06 |
| Zahedi Rubaba | 18-03-70587 | \$267.02 | | \$267.02 |
| | | | | |
| Total 2018 | | \$1,482.99 | \$0.00 | \$1,482.99 |
| | | | | |
| | | | | |
| TOTAL 2017 | | \$40.68 | \$0.00 | \$40.68 |
| TOTAL 2018 | | \$1,482.99 | \$0.00 | \$1,482.99 |
| | | | | |
| | | | | |
| TOTAL ALL YEARS | | \$1,523.67 | \$0.00 | \$1,523.67 |



Town of Simsbury

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SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Federal FY 2019 State Homeland Security Grant Program
2. **Date of Board Meeting:** November 25, 2019
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports participating in the State Homeland Security Grant Program, the following motion is in order:

Move, effective November 25, 2019 to approve the Federal Fiscal Year 2019 State Homeland Security Grant Program Memorandum of Agreement, which makes the Town of Simsbury eligible for regional allocations made through the Region 3 Regional Emergency Planning Team. Further move, effective November 25, 2019, to approve the attached resolution that authorizes the Town Manager to execute all documents related to the grant award.

5. **Summary of Submission:**
The Federal FY 2019 State Homeland Security Grant Program (SHSGP) provides funding to state administrative agencies for emergency preparedness and response activities. The Department of Emergency Services and Public Protection (DESPP) and Department of Emergency Management and Homeland Security (DEMHS) are retaining pass-through funds from this program in the amount of \$1,539,465 for regional projects designed to benefit municipalities. Projects include: regional collaboration; Connecticut Intelligence Center/Fusion Center; CBRNE detection and response, metropolitan medical response system; citizen corps program; medical preparation and response; and cyber security.
6. **Financial Impact:**
Region 3 Regional Emergency Planning Team (REPT), which we are part of, will receive \$423,659.20 for regional projects. The Capital Region Council of Governments (CRCOG) will serve as the fiduciary for these funds, and will provide programmatic oversight of the funding allocation. Specific projects will be developed and approved by the Region 3 REPT and DEMHS.
7. **Description of Documents Included with Submission:**
 - a) FY19 State Homeland Security Grant Program Memorandum of Agreement
 - b) Authorizing Resolution



**FFY 2019 STATE HOMELAND SECURITY GRANT
PROGRAM Region 3 MEMORANDUM OF AGREEMENT**



Data Sheet

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

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

Step 2-After populating the document, print out entire MOA and obtain the correct signatures as outlined by the completion checklist on the following page.

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

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

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



FFY 2019 STATE HOMELAND SECURITY GRANT PROGRAM Region 3 MEMORANDUM OF AGREEMENT CHECKLIST



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

1. Instructions for: _____

Received by: _____

For the MOA:

- A municipal point of contact been identified in Part III, Section M.
- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.

Authorizing Resolution Attached

The Blanket Resolution Template includes the recommended language for the resolution. If you do not use this template, the resolution must reference the FFY 2019 Homeland Security Grant Program. No other resolutions will be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2019 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

Once complete, mail the complete MOA package to: Cheryl Assis, Capitol Region Council of Governments, 241 Main Street, Hartford, CT 06106

2. Instructions for the Capitol Region Council of Governments

Received by: _____

Review and Signature

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

Once complete please contact your DESPP/DEMHS Program Manager to schedule a MOA review meeting.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2019 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

DUE DATE: January 8, 2020

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2019 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 3

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

A. Introduction

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

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of _____, the Capitol Region Council of Governments (Fiduciary) and the Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2019 State Homeland Security Grant Program (SHSGP), Award No. EMW-2019-SS-00040. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Advisory Council, through its Homeland Security Working Group, has approved the allocation formula for grant funds available under the SHSGP;
4. DESPP/DEMHS is retaining pass-through funds from 2019 SHSGP in the total amount of \$1,539,465 on behalf of local units of government, for the following seven regional set-aside projects designed to benefit the state's municipalities:
 - a. Regional Collaboration;
 - b. Connecticut Intelligence Center/Fusion Center;
 - c. CBRNE Detection and Response;
 - d. Metropolitan Medical Response System;
 - e. Citizen Corps. Program;
 - f. Medical Preparation and Response; and
 - g. Cyber Security
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 3 including _____ – has created, and established bylaws for, the Region 3 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 3.
6. _____ is eligible to participate in those Federal Fiscal Year 2019 SHSGP regional allocations made through the Region 3 REPT and not included in the set-aside projects, in the amount of \$358,659.20 (and an additional \$65,000 for the regional bomb squad) for Region 3 which will be made available to the jurisdictions in Region 3 in the manner recommended by the REPT in accordance with its approved bylaws, upon execution of the grant accepted by the SAA.

B. Purpose of Agreement

The SAA and _____ enter into Part I of this MOA authorizing the SAA to act as the agent of _____ and allowing the SAA to retain and administer grant funds provided under 2019 SHSGP for the seven regional set-aside projects listed above, and also for The Capitol Region Council of Governments to provide the financial and programmatic oversight described below.

C. SAA and _____ Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,539,465 in furtherance of the seven regional set-aside projects listed above.

_____ agrees to allow the SAA to provide financial and programmatic oversight of the \$1,539,465 for the purpose of supporting the allocations and uses of funds under the

2019 SHSGP consistent with the 2019 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. _____ agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the seven regional set-aside projects listed above.

D. Capitol Region Council of Governments & _____ Responsibilities.

_____ also agrees to allow the Capitol Region Council of Governments to provide financial and programmatic oversight of the Federal Fiscal Year 2019 regional allocation not included in the seven regional set-aside projects in the amount of \$358,659.20 (an additional \$65,000 for the regional bomb squad) targeted to member municipalities in DEMHS Region 3 and recommended through the Region 3 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 3 REPT and DEMHS.

II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS

A. Introduction

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

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of _____, the Capitol Region Council of Governments (Fiduciary), and the DEMHS Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. _____ has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of _____, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
4. The parties also agree that _____ may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2019 grant funds, as approved by the Region 3 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 3 REPT.
5. The Region 3 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. The Capitol Region Council of Governments (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 3 for Federal Fiscal Year 2019.

B. Purpose.

DESPP/DEMHS, the Region 3 REPT, Capitol Region Council of Governments (Fiduciary), and _____, enter into Part II of this MOA regarding asset(s) for which _____ agrees to be the custodial owner, and which are described in the approved 2019 Subgrant Application and will be added to this MOA as Appendix A.

C. Agreements and Responsibilities of the Parties.

1. Definitions.

As used in this MOA:

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

2. Responsibilities of DESPP/DEMHS and Capitol Region Council of Governments (Fiduciary)

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

3. Appendix A.

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

4. Responsibilities of Custodial Owner

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

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

5. Responsibilities of the REPT.

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

6. Assignment of Asset(s).

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

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

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

B. Authority to Enter Agreement.

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

C. Duration of Agreement.

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

D. Amendment of the Agreement.

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

E. Litigation.

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

F. State Liability.

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

G. Confidential Information

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

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

H. Audit Compliance.

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

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

I. Lobbying, Debarment, and Suspension.

_____ commits to compliance with the requirements under 28 CFR Part 66 (Uniform Administrative Requirements for Grants to States); 28 CFR Part 69, New Restrictions on Lobbying; 28 CFR Part 67, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug Free Workplace (Grants); Office of Management and Budget (OMB) Circular A-87, addressing cost principles for grants to state and local governments; 28 CFR Part 70 (Common Rules for Administrative Requirements for Grants to Non-Profits); OMB Circulars A-122 and A-21 addressing Cost Principles for Grants to Non-Profit Entities and requirements included in the Department of Homeland Security Office of Grants and Training Financial Guides.

J. Executive Orders.

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

K. Non-Discrimination Clause.

In accordance with Public Act 88-351, the Town agrees and warrants that, (a) For the purposes of this section, "minority business enterprise" means any small grantee or supplier of materials fifty-one percent or more of the capital stock, if any, or asset(s) of which is owned by person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sect. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of the section, "Commission" means the Commission on Human Rights and Opportunities. For purposes of this section, "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway, or other changes or improvements in real property, or which is financed in whole or in part by the State, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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

Determination of the Town's good faith efforts shall include but shall not be limited to the following factors: The Town's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

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

The Town agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

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

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

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

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

3. The Town agrees to comply with each provision of this Section and Sections 46a-68f of the General Statutes and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the General Statutes;
4. The Town agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and Section 46a-56 of the General Statutes.
5. The Town shall include the provisions of paragraph (1) of this addendum in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such actions with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Section 46a-56 of the General Statutes; provided, if such Town becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

M. Points of Contact.

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

N. Other provisions.

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

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

THE _____

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

CAPITOL REGION COUNCIL OF GOVERNMENTS

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

MOA THE Region 3 REGIONAL EMERGENCY PLANNING TEAM

By:

Date:

Its Chair
Duly Authorized
Typed Name: _____

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

Date:

By: _____

Regina Y. Rush-Kittle
Duly Authorized

AUTHORIZING RESOLUTION OF THE

Simsbury Board of Selectmen

CERTIFICATION:

I, Ericka Butler, the Town Clerk of the Town of Simsbury, do hereby certify that the following is a true and correct copy of a resolution adopted by Simsbury Board of Selectmen at its duly called and held meeting on November 25, 2019, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

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

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

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

IN WITNESS WHEREOF: The undersigned has executed this certificate this day of November, 2019.

Ericka Butler, Town Clerk

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



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Acceptance of Greater Hartford Transit District Dial-A-Ride Assistance Grant
2. **Date of Board Meeting:** November 25, 2019
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Kristen Formanek, Director of Community and Social Services *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports accepting the grant funds from the Greater Hartford Transit District to support our Dial-A-Ride Program, the following motion is in order:

Move, effective November 25, 2019, to accept the FY 19/20 grant funds from the Greater Hartford Transit District to support our Dial-A-Ride program and to authorize Town Manager, Maria E. Capriola to execute all documents related to the grant award.
5. **Summary of Submission:**
The Town of Simsbury annually contracts with the Greater Hartford Transit District for assistance with funding the operating costs of the town's Dial-A-Ride Program. The Greater Hartford Transit District applies directly to the state for the funding and is a "pass-through" to the Town of Simsbury.

The Town Attorney has reviewed the contract.
6. **Financial Impact:**
The anticipated grant award is in the amount of \$6,674. This funding was anticipated and is budgeted in the FY 19/20 budget.
7. **Description of Documents Included with Submission:**
 - a) FY 19/20 Dial-A-Ride Operating Assistance Grant Agreement

OPERATING ASSISTANCE GRANT CONTRACT

THIS CONTRACT, retroactive to July 1, 2019 by and between the Greater Hartford Transit District (the "District") and the Town of Simsbury ("Grantee"), WITNESSETH:

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

Section 1. Purpose of Contract - The purpose of this Contract is to provide for the undertaking of a mass transit operating assistance project (the "Project") with District financial assistance to the Grantee in the form of an operating grant (the "Grant"), using funds applied for by the District for such purpose under budget addendum 2020-ADA-01 Agreement 6.06-01 (19) between the District and the Connecticut Department of Transportation ("CTDOT") (the "Agreement"), and to state the terms and conditions upon which such assistance will be provided and the manner in which the Project will be undertaken.

Section 2. The Project - The Project involves the continued or improved operation of a mass transit system, providing transportation to elderly and disabled citizens, operated by the Town of Simsbury for the time period of July 1, 2019 through June 30, 2020.

The Grantee agrees to provide for the continued or improved operation of the system, substantially as described in quarterly reports for the previous fiscal year ended June 30, 2019, filed with and approved by the District (the "Application of the Grantee"), incorporated in this Contract by reference, and in accordance with the terms and conditions of this Contract.

Section 3. The Grant - In order to assist the Grantee in financing the project's eligible operating expenses that are required to be reported under 49 U.S.C. §5335 (herein called "Eligible Project Operation Expenses"), such Eligible Project Operating Expenses being estimated to be in the amount of \$13,348.00, the District will make a Grant in an amount not to exceed 50% (fifty percent) of the Eligible Project Operating Expenses, as determined by the District and the CTDOT upon completion of the Project, or in the amount of \$6,674.00, whichever is the lesser.

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

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

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

The Grantee agrees that it will provide from sources other than State or Federal funds or revenues from the operation of public mass transportation systems, an amount sufficient to assure payment of at least 50% (fifty percent) of all Eligible Project Operating Expenses, which is estimated to be the Local share in the amount of \$6,674.00. The Grantee further agrees that if the amount of the local share provided under this Grant Contract is less than the State share at any time, it will refund to the District an amount necessary to equalize the Total State Share and the Total Local Share.

Section 4. Use of Project Funds - The Grantee agrees that the State financial assistance provided under this Grant Contract shall be applied to the Eligible Project Operating Expenses incurred in the provision of mass transportation service within the urbanized area served by the Grantee with respect to a Project time period of July 1, 2019 through June 30, 2020. If, during such period, any State financial assistance provided pursuant to this Grant Contract is not so applied, the Grantee shall immediately notify the District.

Section 5. Records - The Grantee shall keep satisfactory records in the manner prescribed by the District with regard to the use of State financial assistance provided pursuant to this Grant Contract and shall submit upon request such information as the District or CTDOT may require in order to assure compliance with this Section. All financial statements shall be in conformity with generally accepted accounting principles consistently applied.

Section 6. Civil Rights. The Grantee agrees and warrants that in the performance of the contract the Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Grantee further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless shown by such Grantee that such disability prevents performance of the work involved; (2) the Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission (on Human Rights and Opportunities of the State of Connecticut); (3) the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Grantee agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, and 46a-68f; (5) the Grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee as they relate to the provisions of this section and § 46a-56.

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

Section 8. Executive Orders -This Agreement is subject to the provisions of Executive Order No 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this agreement as if they had been fully set forth in it. For complete text of said documents, please go to:
http://www.das.state.ct.us/Purchase/Info/Executive_Orders.pdf

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

Contract.

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

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

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

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

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

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

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

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

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

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

GREATER HARTFORD TRANSIT DISTRICT

The District has executed this Grant Contract this _____ day of _____, 2019.

[SEAL]

Signed and Sealed in the
presence of:

Witness

Vicki L. Shotland, Executive Director

Witness

TOWN OF SIMSBURY

The Grantee has executed this Grant Contract this _____ day of _____, 2019.

[SEAL]

Signed and Sealed in the
presence of:

Witness

Maria Capriola, Town Manager

Witness



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Economic Development Commission 2019-2020 Work Plan
2. **Date of Board Meeting:** November 25, 2019
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports adopting the Economic Development Commission 2019-2020 work plan as presented, the following motion is in order:

Move, effective November 25, 2019 to adopt the Economic Development Commission 2019-2010 work plan as presented.

5. **Summary of Submission:**

At its August 13, 2018 meeting, the Board of Selectmen adopted the Economic Development Commission (EDC) Ordinance. The Ordinance requires the Board of Selectmen to provide direction and goals to the Commission on an annual basis on or before the thirtieth day of November each year.

The Board of Selectmen adopted a 2018-2019 work plan for the EDC with four main areas of focus: business incentives; strategic vision; business recruitment, retention, and outreach; and supporting entrepreneurs. The EDC presented its annual report at your October 28, 2019 meeting.

The EDC 2019-2020 work plan should be finalized by the Board of Selectmen at your meeting this evening. Based on your feedback, the EDC has prepared the attached 2019-2020 work plan for your review and consideration. The major areas of focus would be: business incentives; marketing; business outreach; and supporting entrepreneurs.

6. **Financial Impact:**

None

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

- a) Proposed 2019-2020 EDC Work Plan

2019-2020 EDC Work Plan Ideas - DRAFT

| Work Stream | Task | Person/People |
|-----------------------|--|--|
| Business Incentives | Complete research on business incentives. Provide recommendations/update Business Incentive Policy. | Peter Van Loon, Tom Earl Staff: Maria Capriola |
| Marketing | Complete marketing materials refresh for tourism, real estate, and business recruitment purposes. | Brooke Freeman, Charmaine Seavy Staff: Sarah Nielsen |
| Marketing | Assist with promoting 350 th Anniversary events. | Charmaine Seavy, To be Determined Staff: To be Determined |
| Business Outreach | Conduct business outreach. Collect and track feedback. | Bob Crowther, Charmaine Seavy Staff: Mike Glidden |
| Business Outreach | Assist with gathering feedback on wayfinding signage needs (type, location, etc). | To be Determined (2) Staff: To be Determined |
| Support Entrepreneurs | Support infrastructure for entrepreneurs. Promote access to business resources, information, and infrastructure. | Peter Van Loon, Ron Jodice Staff: Andrew Sherman |
| Support Entrepreneurs | Develop a plan for co-working space. | Peter Van Loon, Ron Jodice Staff: Andrew Sherman |



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Budget Status Report as of September 30, 2019
2. **Date of Board Meeting:** November 25, 2019
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Amy Meriwether, Finance Director
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
No action is requested for this agenda item.
5. **Summary of Submission:**
General Fund Overview

As of September 30, 2019, revenues total \$50,746,291 or 50% of the budget. Insurance refunds totaling \$59,423 exceeded budgetary estimates of \$27,500 by \$31,923. All other revenues are proceeding in accordance with budget.

As of September 30, 2019, expenditures total \$23,857,349 or 25% of the budget. Expenditures are proceeding in accordance with budget. There are no items of note.

Capital Funds Overview

A summary of all capital projects is included with this submission.

Simsbury Farms Fund

Simsbury Farms fund revenues exceeded expenditures by \$268,619 as of September 30, 2019. Fund balance increased from \$53,201 to \$321,819.

Current year revenues exceeded revenues for the same period in the prior year by \$457,096. This is due to the reversal of the deferred revenue recorded at the end of the 2018/2019 fiscal year end. Comparatively, current year revenues exceeded revenues for the same period in the prior year by \$189,842. This is due to an additional contribution from the General Fund of \$80,000 and increased Golf fees of \$119,043.

Current year expenditures were \$16,734 less than the same period in the prior year. Complex maintenance expenditures increased by \$18,817 while special program expenditures decreased by \$31,675.

Health Insurance Fund

The Health Insurance Fund revenues exceeded expenditures by \$1,238,541 as of September 30, 2019. Fund balance increased from \$1,567,407 to \$2,805,948, which is mainly due to the \$850,000 contribution from the General Fund. Without this transfer, revenues exceeded expenditures by \$388,541. Reserves as of September 30, 2019 totaled \$3,525,465.

Sewer Use Fund

The Sewer Use Fund revenues exceeded expenditures by \$2,515,933 as of September 30, 2019. Fund balance increased from \$6,406,424 to \$8,922,357. This is mainly due to 75% of revenues being received while only 25% of expenditures have been incurred.

6. Financial Impact:

None

7. Description of Documents Included with Submission:

- a) General Fund Statement of Revenues
- b) General Fund Statement of Expenditures
- c) Simsbury Farms Statement of Revenues, Expenditures and Changes in Fund Balance
- d) Health Insurance Fund Statement of Revenues, Expenditures and Changes in Fund Balance
- e) Residential Property Statement of Revenues, Expenditures and Changes in Fund Balance
- f) Sewer Use Fund Statement of Revenues, Expenditures and Changes in Fund Balance
- g) Sewer Assessment Fund
- h) Special Revenue Funds Statement of Revenues, Expenditures and Changes in Fund Balance
- i) Belden Trust Funds Statement of Revenues, Expenditures and Changes in Fund Balance
- j) Pension Trust Funds Statements of Revenues, Expenditures and Changes in Fund Balance
- k) Capital Projects Summary
- l) Capital Non-Recurring Fund Summary

Town of Simsbury
General Fund
Statement of Revenues
For the Period Ended September 30, 2019

| | 2020 Budget | 2020 Actual | Budget Variance | Percent of Budget | Sept 30 Estimated | Estimated Variance |
|---------------------------------------|------------------------------|-----------------------------|-------------------------------|----------------------|-----------------------------|-------------------------|
| General Government | | | | | | |
| Tax Department | \$ 91,358,661 | \$ 49,655,009 | \$ (41,703,652) | 54% | \$ 45,679,331 | \$ 3,975,679 |
| Building Department | 651,000 | 142,782 | (508,218) | 22% | 162,750 | (19,968) |
| Finance Department | 623,631 | 412,068 | (211,563) | 66% | 311,816 | 100,252 |
| Town Clerk | 592,125 | 196,733 | (395,392) | 33% | 177,638 | 19,096 |
| Town Manager's Office | 286,155 | 120,003 | (166,152) | 42% | 120,000 | 3 |
| Information Technology | 170,262 | 36,273 | (133,989) | 21% | 42,566 | (6,293) |
| Land Use Commission | 30,000 | 5,528 | (24,472) | 18% | 7,500 | (1,972) |
| Insurance Refunds | 27,500 | 59,423 | 31,923 | 216% | 59,423 | - |
| Assessor's Office | 7,000 | - | (7,000) | 0% | - | - |
| Total General Government | <u>93,746,334</u> | <u>50,627,820</u> | <u>(43,118,514)</u> | 54% | <u>46,561,022</u> | <u>4,066,797</u> |
| Public Safety | | | | | | |
| Police Department | 177,863 | 32,235 | (145,628) | 18% | 35,573 | (3,337) |
| Animal Control | 500 | 135 | (365) | 27% | 125 | 10 |
| Total Public Safety | <u>178,363</u> | <u>32,370</u> | <u>(145,993)</u> | 18% | <u>35,698</u> | <u>(3,327)</u> |
| Public Works | | | | | | |
| Engineering | 20,050 | 101 | (19,949) | 1% | - | 101 |
| Eno Memorial Hall | 15,000 | 1,075 | (13,925) | 7% | 3,750 | (2,675) |
| Highway Department | 5,000 | - | (5,000) | 0% | - | - |
| Landfill | 2,000 | 520 | (1,480) | 0% | 500 | 20 |
| Total Public Works | <u>42,050</u> | <u>1,696</u> | <u>(40,354)</u> | 4% | <u>4,250</u> | <u>(2,554)</u> |
| Health & Welfare | | | | | | |
| Elderly/Handicapped Transport | 40,050 | - | (40,050) | 0% | - | - |
| Total Health & Welfare | <u>40,050</u> | <u>-</u> | <u>(40,050)</u> | 0% | <u>-</u> | <u>-</u> |
| Culture & Recreation | | | | | | |
| Charges for Services | 211,456 | 45,338 | (166,118) | 21% | 52,864 | (7,526) |
| Library | 26,940 | 4,886 | (22,054) | 18% | 6,735 | (1,849) |
| Community Gardens | 2,675 | - | (2,675) | 0% | - | - |
| Miscellaneous | 2,500 | - | (2,500) | 0% | - | - |
| Memorial Pools & Fields | 1,500 | 2,291 | 791 | 153% | 375 | 1,916 |
| Total Culture & Recreation | <u>245,071</u> | <u>52,515</u> | <u>(192,556)</u> | 21% | <u>59,974</u> | <u>(7,459)</u> |
| Education | | | | | | |
| Board of Education | 6,225,964 | 31,890 | (6,194,074) | 1% | 31,130 | 761 |
| Total Education | <u>6,225,964</u> | <u>31,890</u> | <u>(6,194,074)</u> | 1% | <u>31,130</u> | <u>761</u> |
| Intergovernmental | | | | | | |
| Transfer In - Designated Fund Balance | 850,000 | - | (850,000) | 0% | - | - |
| Transfer In - Belden Trust | 7,000 | - | (7,000) | 0% | - | - |
| Total Intergovernmental | <u>857,000</u> | <u>-</u> | <u>(857,000)</u> | 0% | <u>-</u> | <u>-</u> |
| Total Revenues | \$ <u>101,334,832</u> | \$ <u>50,746,291</u> | \$ <u>(50,588,541)</u> | 50% | \$ <u>46,692,074</u> | <u>4,054,217</u> |

Town of Simsbury
General Fund
Statement of Expenditures
For the Period Ended September 30, 2019
With Comparative Totals For the Period Ended September 30, 2018

| | 2020 Budget | 2020 Actual | Budget Variance | Percent of Budget | 2019 Actual | Actuals Variance |
|---------------------------------------|------------------|------------------|--------------------|----------------------|------------------|---------------------|
| General Government | | | | | | |
| Town Manager's Office | \$ 467,648 | \$ 108,272 | \$ (359,376) | 23% | \$ 107,331 | \$ 940 |
| Planning Department | 374,593 | 75,976 | (298,617) | 20% | 84,060 | (8,084) |
| Finance Department | 369,851 | 74,274 | (295,577) | 20% | 66,043 | 8,231 |
| Information Technology | 330,380 | 62,777 | (267,603) | 19% | 39,083 | 23,695 |
| Building Department | 278,894 | 68,697 | (210,197) | 25% | 66,265 | 2,432 |
| Assessor's Office | 278,886 | 67,762 | (211,124) | 24% | 69,610 | (1,848) |
| Town Clerk | 232,295 | 50,767 | (181,528) | 22% | 51,344 | (577) |
| Tax Department | 179,310 | 57,509 | (121,801) | 32% | 56,862 | 647 |
| Legal Services | 151,000 | 42,087 | (108,913) | 28% | 36,792 | 5,296 |
| Elections Administration | 125,521 | 16,615 | (108,906) | 13% | 34,437 | (17,822) |
| Community Services | 119,068 | 77,104 | (41,964) | 65% | 75,405 | 1,700 |
| Administrative Services | 97,166 | 21,502 | (75,664) | 22% | 17,148 | 4,354 |
| Board of Finance | 45,700 | 15,587 | (30,113) | 34% | 20,360 | (4,773) |
| Economic Development Commission | 45,150 | 45,000 | (150) | 100% | 45,000 | - |
| Land Use Commission | 23,500 | 1,374 | (22,126) | 6% | 987 | 387 |
| Regional Probate Court | 9,501 | - | (9,501) | 0% | - | - |
| Public Buildings Commission | 1,625 | 355 | (1,270) | 22% | 349 | 6 |
| Tourism Commission | 500 | - | (500) | 0% | - | - |
| Total General Government | 3,130,588 | 785,657 | (2,344,931) | 25% | 771,076 | 14,581 |
| Public Safety | | | | | | |
| Police Department | 4,640,132 | 1,244,155 | (3,395,977) | 27% | 1,090,859 | 153,296 |
| Dispatch | 556,770 | 110,738 | (446,032) | 20% | - | 110,738 |
| Animal Control | 71,176 | 19,318 | (51,858) | 27% | 19,201 | 117 |
| Emergency Management | 6,685 | - | (6,685) | 0% | - | - |
| Total Public Safety | 5,274,763 | 1,374,211 | (3,900,552) | 26% | 1,110,060 | 264,151 |
| Public Works | | | | | | |
| Highway Department | 3,006,827 | 845,541 | (2,161,286) | 28% | 508,574 | 336,967 |
| Buildings & Maintenance | 496,035 | 106,251 | (389,784) | 21% | 106,272 | (21) |
| Engineering | 283,274 | 42,863 | (240,411) | 15% | 64,636 | (21,772) |
| Public Works Administration | 277,074 | 59,152 | (217,922) | 21% | 57,556 | 1,596 |
| Town Office Buildings | 150,855 | 24,022 | (126,833) | 16% | 23,936 | 86 |
| Library | 131,350 | 30,458 | (100,892) | 23% | 21,101 | 9,357 |
| Eno Memorial Hall | 76,675 | 9,291 | (67,384) | 12% | 9,878 | (587) |
| Landfill | 69,000 | 72 | (68,928) | 0% | 25,907 | (25,835) |
| Other Buildings | 30,863 | 3,429 | (27,434) | 11% | 2,099 | 1,330 |
| Total Public Works | 4,521,953 | 1,121,081 | (3,400,872) | 25% | 819,960 | 301,121 |
| Health & Welfare | | | | | | |
| Social Service Administration | 297,749 | 64,945 | (232,804) | 22% | 39,427 | 25,519 |
| Transportaion Services | 166,150 | 21,566 | (144,584) | 13% | 20,604 | 963 |
| Senior Center Services | 153,567 | 35,496 | (118,071) | 23% | 38,297 | (2,801) |
| Health Department | 150,960 | 75,480 | (75,480) | 50% | 67,120 | 8,361 |
| Total Health & Welfare | 768,426 | 197,488 | (570,938) | 26% | 165,447 | 32,041 |
| Culture & Recreation | | | | | | |
| Library | 1,484,705 | 351,543 | (1,133,162) | 24% | 381,923 | (30,379) |
| Parks & Open Space | 815,135 | 178,296 | (636,839) | 22% | 143,799 | 34,497 |
| Memorial Pool | 55,458 | 41,605 | (13,853) | 75% | 33,210 | 8,395 |
| Recreation Administration | 53,422 | 12,106 | (41,316) | 23% | 11,735 | 371 |
| Memorial Field | 28,364 | 4,680 | (23,684) | 17% | 5,040 | (359) |
| Beautification Committee | 4,800 | 271 | (4,529) | 6% | 1,394 | (1,123) |
| Total Culture & Recreation | 2,441,884 | 588,502 | (1,853,382) | 24% | 577,100 | 11,402 |

**Town of Simsbury
General Fund
Statement of Expenditures
For the Period Ended September 30, 2019
With Comparative Totals For the Period Ended September 30, 2018**

| | <u>2020 Budget</u> | <u>2020 Actual</u> | <u>Budget Variance</u> | <u>Percent of Budget</u> | <u>2019 Actual</u> | <u>Actuals Variance</u> |
|--------------------------------------|------------------------------|-----------------------------|-------------------------------|------------------------------|-----------------------------|-----------------------------|
| Education | | | | | | |
| Board of Education | 71,427,410 | 13,121,684 | (58,305,726) | 18% | 12,816,393 | 305,291 |
| Total Education | <u>71,427,410</u> | <u>13,121,684</u> | <u>(58,305,726)</u> | <u>18%</u> | <u>12,816,393</u> | <u>305,291</u> |
| Intergovernmental | | | | | | |
| Employee Benefits | 5,616,733 | 2,421,373 | (3,195,360) | 43% | 2,262,458 | 158,915 |
| Transfer Out - Capital Projects | 710,000 | 710,000 | - | 100% | - | 710,000 |
| Transfer Out - Health Insurance Fund | 850,000 | 850,000 | - | 100% | - | 850,000 |
| Liability Insurance | 464,726 | 277,864 | (186,862) | 60% | 290,632 | (12,768) |
| Transfer Out - Simsbury Farms | 180,000 | 180,000 | - | 100% | 100,000 | 80,000 |
| Contingency Reserve | 194,675 | - | (194,675) | 0% | - | - |
| Transfer Out - CNR 2015 | - | - | - | 0% | 83,250 | (83,250) |
| Transfer Out - CNR 2016 | 83,250 | 83,250 | - | 100% | 83,250 | - |
| Transfer Out - CNR 2019 | 83,250 | 83,250 | - | 100% | 83,250 | - |
| Transfer Out - CNR 2020 | 208,340 | 208,340 | - | 100% | - | 208,340 |
| Transfer Out - CNR 2018 | 83,250 | 83,250 | - | 100% | 83,250 | - |
| Transfer Out - CNR 2017 | 68,300 | 68,300 | - | 100% | 68,300 | - |
| Total Intergovernmental | <u>8,542,524</u> | <u>4,965,626</u> | <u>(3,576,898)</u> | <u>58%</u> | <u>3,054,390</u> | <u>1,911,237</u> |
| Debt Service | | | | | | |
| Principal | 4,126,359 | 1,595,000 | (2,531,359) | 39% | 1,595,000 | - |
| Interest | 1,100,925 | 108,100 | (992,825) | 10% | 136,188 | (28,088) |
| Total Debt Service | <u>5,227,284</u> | <u>1,703,100</u> | <u>(3,524,184)</u> | <u>33%</u> | <u>1,731,188</u> | <u>(28,088)</u> |
| Total Expenditures | \$ <u>101,334,832</u> | \$ <u>23,857,349</u> | \$ <u>(77,477,483)</u> | 24% | \$ <u>21,045,612</u> | \$ <u>2,811,737</u> |

Town of Simsbury
Simsbury Farms
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended September 30, 2019
With Comparative Totals for the Period Ended September 30, 2018

| | 2020 Budget | 2020 Actual | 2019 Actual | Actuals Variance |
|-----------------------------------|-------------------------|-----------------------|-----------------------|------------------------|
| Revenues | | | | |
| Recreation Programs | | | | |
| Special Programs | \$ 325,000 | \$ 166,376 | \$ 52,987 | \$ 113,389 |
| Day Camps | 148,000 | 118,394 | 9,487 | 108,906 |
| Miscellaneous | - | 18 | - | 18 |
| Total Recreation Programs | <u>473,000</u> | <u>284,787</u> | <u>62,474</u> | <u>222,313</u> |
| Simsbury Farms Complex | | | | |
| Skating | 202,466 | 5,770 | 7,903 | (2,133) |
| Simsbury Farms Pools | 183,000 | 85,172 | 46,543 | 38,628 |
| Vending | 23,500 | 12,980 | 13,855 | (875) |
| Court Rental | 23,000 | 40 | - | 40 |
| Apple Barn Rental | 4,000 | 720 | 620 | 100 |
| Miscellaneous | 1,000 | - | 20 | (20) |
| Total Simsbury Farms Complex | <u>436,966</u> | <u>104,681</u> | <u>68,941</u> | <u>35,740</u> |
| Golf Course | | | | |
| Golf Course Fees | 890,587 | 383,357 | 291,711 | 91,646 |
| Golf Surcharge | 46,104 | 24,283 | 12,436 | 11,847 |
| Miscellaneous | 26,500 | 18,550 | 3,000 | 15,550 |
| Total Golf Course | <u>963,191</u> | <u>426,190</u> | <u>307,147</u> | <u>119,043</u> |
| Intergovernmental | | | | |
| Transfer In - General Fund | 180,000 | 180,000 | 100,000 | 80,000 |
| Total Intergovernmental | <u>180,000</u> | <u>180,000</u> | <u>100,000</u> | <u>80,000</u> |
| Total Revenues | <u>2,053,157</u> | <u>995,659</u> | <u>538,563</u> | <u>457,096</u> |
| Expenditures | | | | |
| Golf Course | 946,365 | 294,849 | 299,275 | (4,426) |
| Simsbury Farms Complex | 498,634 | 193,958 | 175,141 | 18,817 |
| Special Programs | 373,201 | 181,323 | 212,998 | (31,675) |
| Simsbury Farms Administration | 234,081 | 56,910 | 56,360 | 550 |
| Total Expenditures | <u>2,052,281</u> | <u>727,040</u> | <u>743,774</u> | <u>(16,734)</u> |
| Net Change in Fund Balance | 876 | 268,619 | (205,211) | |
| Fund Balance - 7/1 | <u>53,201</u> | <u>53,201</u> | <u>32,971</u> | |
| Fund Balance - 9/30 | <u>\$ 54,077</u> | <u>\$ 321,819</u> | <u>\$ (172,240)</u> | |

Fund Balance Breakdown:

| | | |
|---------------------|--------|--------|
| Designated for Golf | 53,201 | 31,790 |
| Unassigned | - | 1,181 |

Town of Simsbury
Health Insurance Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended September 30, 2019
With Comparative Totals For the Period Ended September 30, 2018

| | 2020 Budget | 2020 Actual | Budget Variance | 2019 Actual | Actuals Variance |
|-----------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| Revenues | | | | | |
| Premiums | \$ 15,332,739 | \$ 3,699,601 | \$ (11,633,138) | \$ 3,406,889 | \$ 292,712 |
| H.S.A Funding | 569,000 | 283,000 | (286,000) | 262,283 | 20,717 |
| Rx Reimbursement | 484,243 | - | (484,243) | 2,375 | (2,375) |
| Insurance Refunds | - | - | - | 41,021 | (41,021) |
| Total Revenues | 16,385,982 | 3,982,601 | (12,403,381) | 3,712,567 | 270,034 |
| Expenditures | | | | | |
| Claims | 14,822,691 | 3,070,080 | (11,752,611) | 3,403,066 | (332,987) |
| H.S.A Funding | 569,000 | 283,000 | (286,000) | 261,683 | 21,317 |
| ASO Fees/Admin Fees | 454,316 | 117,500 | (336,816) | 115,144 | 2,356 |
| Stop Loss Insurance | 539,975 | 123,480 | (416,495) | 124,498 | (1,018) |
| Total Expenditures | 16,385,982 | 3,594,060 | (12,791,922) | 3,904,391 | (310,332) |
| Operating Transfers | | | | | |
| Transfer In | 850,000 | 850,000 | - | - | 850,000 |
| Total Operating Transfers | 850,000 | 850,000 | - | - | 850,000 |
| Net Change in Fund Balance | 850,000 | 1,238,541 | 388,541 | (191,824) | 1,430,365 |
| Fund Balance - 7/1 | 1,567,407 | 1,567,407 | | (122,695) | |
| Fund Balance - 9/30 | \$ 2,417,407 | \$ 2,805,948 | | \$ (314,519) | |
| IBNR Liability Balance | 719,517 | 719,517 | | 1,865,007 | |
| Fund Balance | 2,417,407 | 2,805,948 | | (314,519) | |
| Total Reserve | 3,136,924 | 3,525,465 | | 1,550,488 | |

Town of Simsbury
Residential Rental Property Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended September 30, 2019
With Comparative Totals For the Period Ended September 30, 2018

| | 2020 Budget | 2020 Actual | Budget Variance | 2019 Actual | Actuals Variance |
|-----------------------------------|-------------------|-------------------|--------------------|-------------------|---------------------|
| Revenues | | | | | |
| Rental Income | \$ 64,638 | \$ 17,625 | \$ (47,013) | \$ 19,745 | \$ (2,120) |
| Total Revenues | 64,638 | 17,625 | (47,013) | 19,745 | (2,120) |
| Expenditures | | | | | |
| Operating | | | | | |
| Contractual Services | 15,450 | - | (15,450) | 750 | (750) |
| Facilities Maintenance | 5,500 | (210) | (5,710) | 794 | (1,004) |
| Building Improvements | 2,500 | - | (2,500) | - | - |
| Water Charges | 1,350 | 217 | (1,133) | 219 | (2) |
| Sewer Use Fees | 1,300 | 968 | (332) | 1,143 | (175) |
| Equipment Maintenance | 1,250 | - | (1,250) | - | - |
| Electric | 1,000 | - | (1,000) | - | - |
| Building Supplies | 500 | - | (500) | - | - |
| Total Operating | 28,850 | 975 | (27,875) | 2,905 | (1,931) |
| Debt Service | | | | | |
| Principal | 8,111 | 2,015 | (6,096) | 1,995 | 20 |
| Interest | 411 | 115 | (296) | 135 | (20) |
| Total Debt Service | 8,522 | 2,131 | (6,392) | 2,131 | (0) |
| Total Expenditures | 37,372 | 3,105 | (34,267) | 5,036 | (1,931) |
| Net Change in Fund Balance | 27,266 | 14,520 | (12,746) | 14,709 | (189) |
| Fund Balance - 7/1 | 340,995 | 340,995 | | 303,322 | |
| Fund Balance - 9/30 | \$ 368,261 | \$ 355,514 | | \$ 318,032 | |

Town of Simsbury
Sewer Use Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended September 30, 2019
With Comparative Totals For the Period Ended September 30, 2018

| | 2020 Budget | 2020 Actual | Budget Variance | Percent of Budget | 2019 Actual | Actuals Variance |
|-----------------------------------|---------------------|---------------------|--------------------|----------------------|---------------------|---------------------|
| Revenues | | | | | | |
| Assessments | \$ 3,049,278 | \$ 2,571,033 | \$ (478,245) | 84% | \$ 2,238,044 | \$ 332,988 |
| WPCA Fees | 479,623 | 166,565 | (313,058) | 35% | 67,547 | 99,018 |
| Intergovernmental Revenues | 409,927 | 102,482 | (307,445) | 25% | 102,482 | - |
| Interest & Liens | 25,000 | 6,386 | (18,614) | 26% | 9,153 | (2,767) |
| Miscellaneous Grant | 10,000 | 50,325 | 40,325 | 503% | 10,037 | 40,288 |
| Interest on Investments | 7,997 | 11,992 | 3,995 | 150% | 1,490 | 10,502 |
| Miscellaneous | - | 294 | 294 | 0% | 20 | 274 |
| Total Revenues | 3,981,825 | 2,909,075 | (1,072,750) | 73% | 2,428,772 | 480,303 |
| Expenditures | | | | | | |
| Operating | | | | | | |
| Salaries & Wages | 894,568 | 172,130 | (722,438) | 19% | 182,216 | (10,086) |
| Utilities | 512,770 | 36,480 | (476,290) | 7% | 45,529 | (9,049) |
| Benefits | 433,735 | 179,237 | (254,498) | 41% | 168,435 | 10,802 |
| Supplies | 132,290 | 8,830 | (123,460) | 7% | 32,549 | (23,719) |
| Public Agency Support | 114,483 | 114,483 | - | 100% | - | 114,483 |
| Machinery & Equipment | 88,500 | - | (88,500) | 0% | 7,645 | (7,645) |
| Program Services | 69,026 | 9,764 | (59,262) | 14% | 19,088 | (9,325) |
| Consultant | 48,000 | 629 | (47,371) | 1% | 500 | 129 |
| Sewer Extensions | 32,000 | - | (32,000) | 0% | 4,174 | (4,174) |
| Equipment & Vehicle Maintenance | 30,240 | 309 | (29,931) | 1% | 6,047 | (5,737) |
| Insurance | 24,063 | - | (24,063) | 0% | - | - |
| Facilities Maintenance | 17,400 | 4,929 | (12,471) | 28% | 4,283 | 646 |
| Travel & Conferences | 5,565 | 50 | (5,515) | 1% | - | 50 |
| Dues & Subscriptions | 1,500 | - | (1,500) | 0% | 160 | (160) |
| Total Operating | 2,404,140 | 526,840 | (1,875,800) | 22% | 470,625 | 56,215 |
| Debt Service | | | | | | |
| Principal | 960,452 | 268,674 | (691,778) | 28% | 263,359 | 5,316 |
| Interest | 304,755 | 47,627 | (257,128) | 16% | 52,943 | (5,316) |
| Total Debt Service | 1,265,207 | 316,302 | - | 25% | 316,302 | (0) |
| Total Expenditures | 3,669,347 | 843,142 | (2,826,205) | 23% | 786,927 | 56,215 |
| Operating Transfers | | | | | | |
| Transfers Out | (450,000) | (450,000) | - | 0% | - | (450,000) |
| Total Operating Transfers | (450,000) | (450,000) | - | 0% | - | (450,000) |
| Net Change in Fund Balance | (137,522) | 2,515,933 | 2,653,455 | | 1,641,846 | |
| Fund Balance - 7/1 | 6,406,424 | 6,406,424 | | | 4,938,189 | |
| Fund Balance - 9/30 | \$ 6,268,902 | \$ 8,922,357 | | | \$ 6,580,034 | |

Town of Simsbury
Sewer Assessment Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended September 30, 2019
With Comparative Totals for the Period Ended September 30, 2018

| | <u>2020</u> | | <u>2019</u> | | <u>Variance</u> |
|-----------------------------------|----------------------------|----|-------------------------|----|-----------------|
| | Actual | | Actual | | |
| Revenues | | | | | |
| Assessments | \$ 7,969 | \$ | - | \$ | (7,969) |
| Interest & Liens | 6,786 | | - | | (6,786) |
| Interest on Investments | <u>5,372</u> | | <u>1,681</u> | | <u>(3,691)</u> |
| Total Revenues | <u>20,126</u> | | <u>1,681</u> | | <u>(18,445)</u> |
| Expenditures | - | | - | | - |
| Net Change in Fund Balance | 20,126 | | 1,681 | | (18,445) |
| Fund Balance - 7/1 | <u>1,146,957</u> | | <u>1,501,879</u> | | |
| Fund Balance - 9/30 | <u><u>\$ 1,167,083</u></u> | \$ | <u><u>1,503,559</u></u> | \$ | |

Town of Simsbury
Special Revenue Funds
Revenues, Expenditures and Changes in Fund Balance
For the Period Ended September 30, 2019

| | <u>Library Programs</u> | <u>Police Community Services</u> | <u>Police DUI Safety</u> | <u>Narcotics Task Force</u> | <u>D.A.R.E. Program</u> |
|-----------------------------------|-----------------------------|--|------------------------------|---------------------------------|-----------------------------|
| Revenues | | | | | |
| Grants | \$ - | \$ - | \$ - | \$ - | \$ - |
| Donations | 6,307 | 735 | - | - | - |
| Intergovernmental Revenues | - | 3,817 | - | 1,400 | - |
| Charges for Services | - | - | - | - | - |
| Interest on Investments | - | - | - | - | - |
| Miscellaneous | - | - | - | - | - |
| Total Revenues | <u>6,307</u> | <u>4,552</u> | <u>-</u> | <u>1,400</u> | <u>-</u> |
| Expenditures | | | | | |
| Contractual Services | 1,370 | - | - | - | - |
| Supplies & Materials | 19,982 | - | - | - | - |
| Program Services | - | 3,817 | - | - | - |
| Facilities Maintenance | - | - | - | - | - |
| Utilities | - | - | - | - | - |
| Public Agency Support | - | 523 | - | - | - |
| Machinery & Equipment | - | - | - | - | - |
| Total Expenditures | <u>21,352</u> | <u>4,341</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| Operating Transfers | | | | | |
| Transfers Out | - | - | - | - | - |
| Total Operating Transfers | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| Net Change in Fund Balance | (15,045) | 212 | - | 1,400 | - |
| Fund Balance - 7/1 | <u>90,283</u> | <u>21,003</u> | <u>33,142</u> | <u>20,740</u> | <u>1,243</u> |
| Fund Balance - 9/30 | <u>\$ 75,238</u> | <u>\$ 21,215</u> | <u>\$ 33,142</u> | <u>\$ 22,140</u> | <u>\$ 1,243</u> |

**Town of Simsbury
Special Revenue Funds
Revenues, Expenditures and Changes in Fund Balance
For the Period Ended September 30, 2019**

| | <u>Police Block Grant</u> | <u>Police Vehicles</u> | <u>Police Special Duty</u> | <u>Social Services Programs</u> | <u>Community Development Grant</u> |
|-----------------------------------|-----------------------------------|----------------------------|------------------------------------|---|--|
| Revenues | | | | | |
| Grants | - | - | - | - | - |
| Donations | - | - | - | 4,956 | - |
| Intergovernmental Revenues | - | - | - | - | - |
| Charges for Services | - | - | 140,229 | - | - |
| Interest on Investments | - | - | - | - | - |
| Miscellaneous | - | 10,000 | - | - | - |
| Total Revenues | <u>-</u> | <u>10,000</u> | <u>140,229</u> | <u>4,956</u> | <u>-</u> |
| Expenditures | | | | | |
| Contractual Services | - | - | 133,239 | - | - |
| Supplies & Materials | - | - | (3) | - | - |
| Program Services | - | - | - | 5,097 | - |
| Facilities Maintenance | - | - | - | - | - |
| Utilities | - | - | - | - | - |
| Public Agency Support | - | - | - | - | - |
| Machinery & Equipment | - | - | - | - | - |
| Total Expenditures | <u>-</u> | <u>-</u> | <u>133,237</u> | <u>5,097</u> | <u>-</u> |
| Operating Transfers | | | | | |
| Transfers Out | - | - | (51,520) | - | - |
| Total Operating Transfers | <u>-</u> | <u>-</u> | <u>(51,520)</u> | <u>-</u> | <u>-</u> |
| Net Change in Fund Balance | <u>-</u> | <u>10,000</u> | <u>(44,528)</u> | <u>(141)</u> | <u>-</u> |
| Fund Balance - 7/1 | <u>9,704</u> | <u>44,632</u> | <u>309,555</u> | <u>126,331</u> | <u>233,142</u> |
| Fund Balance - 9/30 | <u>9,704</u> \$ | <u>54,632</u> \$ | <u>265,027</u> \$ | <u>126,190</u> \$ | <u>233,142</u> \$ |

Town of Simsbury
Special Revenue Funds
Revenues, Expenditures and Changes in Fund Balance
For the Period Ended September 30, 2019

| | <u>Town Aid Road</u> | <u>Preservation of Historic Documents</u> | <u>Eno Memorial Fund</u> | <u>Town Clerk LOCIP</u> | <u>Expanded Dial-A-Ride</u> |
|-----------------------------------|--------------------------|---|----------------------------------|---------------------------------|---------------------------------|
| Revenues | | | | | |
| Grants | - | \$ 7,500 | \$ - | \$ 2,082 | \$ 1,060 |
| Donations | - | - | - | - | 110 |
| Intergovernmental Revenues | - | - | - | - | - |
| Charges for Services | - | 8,480 | - | - | - |
| Interest on Investments | - | - | 207 | - | - |
| Miscellaneous | - | - | - | - | - |
| Total Revenues | <u>-</u> | <u>15,980</u> | <u>207</u> | <u>2,082</u> | <u>1,170</u> |
| Expenditures | | | | | |
| Contractual Services | - | - | - | - | 7,258 |
| Supplies & Materials | - | - | - | - | - |
| Program Services | - | 3,632 | - | - | - |
| Facilities Maintenance | - | - | - | - | - |
| Utilities | - | - | - | - | - |
| Public Agency Support | - | - | - | - | - |
| Machinery & Equipment | 16,368 | - | - | - | - |
| Total Expenditures | <u>16,368</u> | <u>3,632</u> | <u>-</u> | <u>-</u> | <u>7,258</u> |
| Operating Transfers | | | | | |
| Transfers Out | (343,500) | - | - | - | - |
| Total Operating Transfers | <u>(343,500)</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| Net Change in Fund Balance | (359,868) | 12,348 | 207 | 2,082 | (6,088) |
| Fund Balance - 7/1 | <u>841,063</u> | <u>10,686</u> | <u>128,148</u> | <u>68,753</u> | <u>76,588</u> |
| Fund Balance - 9/30 | <u>481,195</u> \$ | <u>23,034</u> \$ | <u>128,356</u> \$ | <u>70,835</u> \$ | <u>70,500</u> \$ |

**Town of Simsbury
Special Revenue Funds
Revenues, Expenditures and Changes in Fund Balance
For the Period Ended September 30, 2019**

| | <u>Incentive Housing</u> | <u>Dog Park</u> | <u>Regional Probate</u> | <u>Clean Energy Task Force</u> | <u>Simsbury Celebrates</u> |
|-----------------------------------|------------------------------|---------------------|-----------------------------|--|--------------------------------|
| Revenues | | | | | |
| Grants | - | - | - | - | - |
| Donations | - | 980 | - | - | 7,140 |
| Intergovernmental Revenues | - | - | 15,234 | - | - |
| Charges for Services | - | - | - | - | - |
| Interest on Investments | - | - | - | - | - |
| Miscellaneous | - | - | - | - | - |
| Total Revenues | <u>-</u> | <u>980</u> | <u>15,234</u> | <u>-</u> | <u>7,140</u> |
| Expenditures | | | | | |
| Contractual Services | - | 330 | 1,311 | - | 20 |
| Supplies & Materials | - | - | 1,900 | - | 20 |
| Program Services | - | - | - | - | - |
| Facilities Maintenance | - | - | - | - | - |
| Utilities | - | - | - | - | - |
| Public Agency Support | - | - | - | - | - |
| Machinery & Equipment | - | - | - | - | - |
| Total Expenditures | <u>-</u> | <u>330</u> | <u>3,211</u> | <u>-</u> | <u>40</u> |
| Operating Transfers | | | | | |
| Transfers Out | - | - | - | - | - |
| Total Operating Transfers | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| Net Change in Fund Balance | <u>-</u> | <u>650</u> | <u>12,023</u> | <u>-</u> | <u>7,100</u> |
| Fund Balance - 7/1 | <u>8,826</u> | <u>3,353</u> | <u>22,629</u> | <u>6,715</u> | <u>4,766</u> |
| Fund Balance - 9/30 | <u>8,826</u> \$ | <u>4,003</u> \$ | <u>34,651</u> \$ | <u>6,715</u> \$ | <u>11,866</u> \$ |

Town of Simsbury
Special Revenue Funds
Revenues, Expenditures and Changes in Fund Balance
For the Period Ended September 30, 2019

| | <u>Field Recreation</u> | <u>Simsbury Try-Athlon</u> | <u>MSP Senior Center</u> | <u>Youth Service Bureau</u> | <u>Simsbury 350th</u> |
|-----------------------------------|-----------------------------|--------------------------------|------------------------------|-------------------------------------|---------------------------|
| Revenues | | | | | |
| Grants | - | - | - | 3,500 | - |
| Donations | - | - | 17,170 | - | 360 |
| Intergovernmental Revenues | - | - | - | - | - |
| Charges for Services | 12,960 | - | - | - | - |
| Interest on Investments | - | - | - | - | - |
| Miscellaneous | - | - | - | - | - |
| Total Revenues | 12,960 | - | 17,170 | 3,500 | 360 |
| Expenditures | | | | | |
| Contractual Services | - | - | 9,361 | - | - |
| Supplies & Materials | 3,266 | 2,068 | - | 7,681 | - |
| Program Services | 560 | 2,486 | - | - | - |
| Facilities Maintenance | - | - | - | - | - |
| Utilities | 1,319 | - | - | - | - |
| Public Agency Support | - | - | - | - | - |
| Machinery & Equipment | 1,970 | - | - | - | - |
| Total Expenditures | 7,114 | 4,554 | 9,361 | 7,681 | - |
| Operating Transfers | | | | | |
| Transfers Out | - | - | - | - | - |
| Total Operating Transfers | - | - | - | - | - |
| Net Change in Fund Balance | 5,846 | (4,554) | 7,809 | (4,181) | 360 |
| Fund Balance - 7/1 | (443) | 13,428 | 14,465 | 4,204 | - |
| Fund Balance - 9/30 | 5,403 | 8,875 | 22,274 | 24 | 360 |

Town of Simsbury
Trust Funds
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended September 30, 2019

| | Eno Wood Trust | Horace Belden Trust | Julia Darling Trust | Kate Southwell Trust |
|-----------------------------------|----------------------|---------------------------|---------------------------|----------------------------|
| Revenues | | | | |
| Trust Distributions | \$ - | \$ - | \$ - | \$ - |
| Interest Income | - | - | - | - |
| Total Revenues | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| Expenditures | | | | |
| Salaries & Benefits | - | - | - | 2,126 |
| Program Services | - | 70,723 | 10,503 | 165 |
| Total Expenditures | <u>-</u> | <u>70,723</u> | <u>10,503</u> | <u>2,292</u> |
| Operating Transfers | | | | |
| Transfers Out | (21,000) | - | - | - |
| Total Operating Transfers | <u>(21,000)</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| Net Change in Fund Balance | (21,000) | (70,723) | (10,503) | (2,292) |
| Fund Balance - 7/1 | <u>103,630</u> | <u>135,497</u> | <u>27,723</u> | <u>24,675</u> |
| Fund Balance - 9/30 | <u>\$ 82,630</u> | <u>\$ 64,774</u> | <u>\$ 17,220</u> | <u>\$ 22,384</u> |

Town of Simsbury
Pension Trust Funds
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Period Ended September 30, 2019

| | <u>General Government</u> | <u>Police</u> | <u>Board of Education</u> | <u>OPEB</u> |
|-----------------------------------|-------------------------------|-----------------------------|-------------------------------|-----------------------------|
| Revenues | | | | |
| Contributions | \$ 1,110,857 | \$ 723,251 | \$ 1,212,559 | \$ 484,778 |
| Interest & Dividends | 136,590 | 97,505 | 132,252 | 78,025 |
| Change in Market Value | <u>(134,050)</u> | <u>(91,769)</u> | <u>(145,106)</u> | <u>875,009</u> |
| Total Revenues | <u>1,113,397</u> | <u>728,987</u> | <u>1,199,705</u> | <u>1,437,812</u> |
| Expenditures | | | | |
| Retiree Payments | 553,119 | 266,433 | 401,874 | - |
| Admin Expenses | 11,719 | 9,884 | 3,235 | - |
| Custodian Fees | 3,492 | 2,716 | 2,910 | - |
| Securities Purchased | <u>-</u> | <u>-</u> | <u>-</u> | <u>799,854</u> |
| Total Expenditures | <u>568,330</u> | <u>279,032</u> | <u>408,018</u> | <u>799,854</u> |
| Net Change in Fund Balance | 545,067 | 449,955 | 791,687 | 637,958 |
| Fund Balance - 7/1 | <u>24,955,570</u> | <u>17,688,088</u> | <u>23,749,717</u> | <u>16,687,117</u> |
| Fund Balance - 9/30 | <u><u>\$ 25,500,637</u></u> | <u><u>\$ 18,138,043</u></u> | <u><u>\$ 24,541,403</u></u> | <u><u>\$ 17,325,075</u></u> |



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Summary of Town Manager's Performance Review and Compensation
2. **Date of Board Meeting:** November 25, 2019
3. **Individual or Entity Making the Submission:**
Eric Wellman, First Selectman – On Behalf of Personnel Sub-Committee
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the Town Manager's performance review summary findings, the following motion is in order:

Move, effective November 25, 2019 to accept the Town Manager's performance review summary.

Further move, retroactive to July 1, 2019, that the Town Manager's salary be increased by 2.35%, consistent with the performance review process stipulated in the town manager's contract.
5. **Summary of Submission:**
The Town Manager's contract reflects an annual performance review and salary adjustment process in which the salary of the Town Manager, upon a satisfactory performance review receives an increase equal to the increase pool determined for non-unionized full time staff. The Board approved for the current fiscal year an increase for the unaffiliated employee pool of 2.35%.

At its meeting on October 10, 2019 The Personnel Subcommittee approved a recommendation to the Board of Selectmen that as the Town Manager has received a satisfactory year-end review, and this increase is to be provided in the current fiscal year, that a 2.35% increase be provided to the Town Manager retroactive to July 1, 2019.
6. **Financial Impact:**
The Town Manager's annual salary would increase from \$158,488/yr to \$162,212/yr, or an increase of \$3,724/yr.
7. **Description of Documents Included with Submission:**
 - a) Summary of Town Manager's FY 18/19 Performance Review

Maria Capriola Performance 2018/2019 – Review Results Summary

Date of Review – September 9, 2019

Review Type – end of year full review

Feedback Summary

| Category | Component | Rating | Core Commentary |
|-----------|--|--------------------------------|---|
| Attribute | Financial Management | Above Expectations | <ul style="list-style-type: none"> • Diligent on best practices for budget preparation. • Promoted transparency in the budget process. • Focused on maintaining existing services with some limited service enhancements. |
| Attribute | Organizational Management and Leadership | Above Expectations | <ul style="list-style-type: none"> • Brings a focus to the organization on customer service and problem solving. • Conducts annual performance reviews of each department head. • Holds department heads and staff at all levels to high expectations of performance. • Opportunity to find the right balance between directing and delegating. |
| Attribute | Professional Development | Above Expectations | <ul style="list-style-type: none"> • Committed to professional development at all levels of the organization. • Values professional development for self. |
| Attribute | B.O.S. Policies, Initiatives, Goals | Above Expectations/Outstanding | <ul style="list-style-type: none"> • Highly responsive to Board of Selectmen. • Uses Board of Selectmen priorities when identifying strategic and tactical priorities for the Town. |
| Attribute | Effective and Timely Communications | Above Expectations | <ul style="list-style-type: none"> • Communicates with Board of Selectmen in a timely and effective manner. • Effectively communicates with community stakeholders as needed. • Focus on continuing to build relationships with Board and Commission members and other community stakeholders |

| Category | Component | Rating | Core Commentary |
|-----------|--------------------------|---------------------------------------|--|
| Attribute | Economic Development | Meets Expectations/Above Expectations | <ul style="list-style-type: none"> • The work of the new Economic Development Commission is well supported by the Town Manager's office. • Supportive and creative in efforts to execute on Board of Selectmen's economic development priorities. • Focus on continuing to build relationships in the Simsbury business community. |
| Goal | H.R. and Labor Relations | Above Expectations | No comments in this section |
| Goal | Economic Development | Meets Expectations/Above Expectations | No comments in this section |
| Goal | Financial Management | Above Expectations | No comments in this section |
| Goal | Special Projects | Above Expectations | No comments in this section |
| Overall | Global Summary | Above Expectations | <ul style="list-style-type: none"> • A strong second year as Town Manager. • Has completed a high percentage of her goals tied to Board of Selectmen priorities. • Key strengths: <ul style="list-style-type: none"> ○ Financial management ○ Preparation ○ Responsiveness to Board of Selectmen priorities • Key areas of opportunities: <ul style="list-style-type: none"> ○ Develop collaborative and strong relationships with Boards/Commissions and other community stakeholders ○ Continue to contribute to the expansion and effectiveness of economic development activity and enhance expertise in this area. |



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Designation of Roles for Members of the Lower Farmington River and Salmon Brook Wild and Scenic Management Committee
2. **Date of Board Meeting:** November 25, 2019
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*

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

Based upon additional information received from the National Parks Service, the following motion is in order:

Move, effective November 25, 2019 to appoint Sally Rieger as the official Simsbury representative to the Lower Farmington River and Salmon Brook Wild and Scenic Management Committee. Further move to appoint Stephen McDonnell and Mike Ryan as Simsbury's alternates to the Lower Farmington River and Salmon Brook Wild and Scenic Management Committee.

5. **Summary of Submission:**

At the August 12, 2019 Board of Selectmen meeting, Mike Ryan, Sally Rieger and Stephen McDonnell were appointed to the Lower Farmington River and Salmon Brook Wild and Scenic Management Committee as representatives of Simsbury. Since then we have been informed by the National Parks Service that the Town needs to designate one Official Representative while the other two members would be considered alternates.

In an email received from a contact at the National Parks Service we were told that each town/entity gets one vote through an official representative but that all representatives and alternates are welcome at every meeting of the Committee.

This Committee is responsible for helping to protect the free-flowing nature of the two watercourses, including: addressing river-related issues affecting stream flow; supporting river enhancement projects; and assisting with updates to the management plan.

The Personnel Sub-Committee voted on November 14, 2019 to recommend to the Board of Selectmen that Sally Rieger be appointed as the regular member of this committee, and that Stephen McDonnell and Mike Ryan be appointed as alternates.

6. Financial Impact:

None

7. Description of Documents Included with Submission:

- a) Mike Ryan Application
- b) Sally Rieger Application
- c) Stephen McDonnell Application
- d) Roles and Responsibilities of Members



Simsbury, CT
933 Hopmeadow Street

Phone: (860) 658-3200

Volunteer Form

Good Government Starts with You

Date Submitted: July 2, 2019

Name: Mike Ryan

Home Address:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Party Affiliation: R

Current Occupation/Employer: Insurance Executive, Hanover Insurance

Narrative: I am interested in volunteering for the Lower Farmington River and Salmon Brook Wild and Scenic Management Committee.

I have lived in Simsbury for over 40 years and canoe and fish the Farmington extensively.

I am an insurance executive with the Hanover Insurance Company. I am also a licensed attorney and practiced law before entering the insurance industry.

I am passionate about nature, the Farmington Valley and the Farmington River

Board(s) / Committee(s):



Simsbury, CT
933 Hopmeadow Street

Phone: (860) 658-3200

Volunteer Form

Good Government Starts with You

Date Submitted: July 1, 2019

Name: Sally S Rieger

Home Address:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Party Affiliation: D

Current Occupation/Employer: Retired

Narrative: Education: MS in Biology, Central Connecticut State University

Experience: Taught basic biology, botany and ecology for 13 years at Central Connecticut State University. Chaired the Lower Farmington River and Salmon Brook Wild and Scenic Study Committee from its start in 2007 until designation in March, 2019.

Time Available: Based on experience, I expect to spend 10 to 20 hours per week, sometimes more, sometimes less as the situation requires.

Desired Committee: I would like to serve as Simsbury's representative to the Lower Farmington River and Salmon Brook Wild and Scenic (management) Committee, which is not listed below

Board(s) / Committee(s):



Simsbury, CT
933 Hopmeadow Street

Phone: (860) 658-3200

Volunteer Form

Good Government Starts with You

Date Submitted: July 26, 2019

Name: Stephen R McDonnell

Home Address:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Party Affiliation: U

Current Occupation/Employer: Civil Engineer/Wengell, McDonnell & Costello, Inc.

Narrative: I am a registered Professional Engineer with over 44 years of civil engineering experience, primarily in water resources, dam engineering, water supply and wastewater disposal. I have a masters degree from uconn in environmental and civil engineering. i can spend adequate time to serve in this capacity.

Board(s) / Committee(s):

Partnership Wild & Scenic: A Brief Description

The National Park Service's Partnership Wild & Scenic Rivers program provides for exceptional rivers to be designated "Wild & Scenic", based on completion of a study by a committee composed of locally appointed representatives from the river towns and representatives from other stakeholder organizations. The Wild & Scenic Study was initiated locally. The towns that were involved in the Lower Farmington River/Salmon Brook Wild & Scenic Study are Avon, Bloomfield, Burlington, Canton, East Granby, Farmington, Granby, Hartland, Simsbury and Windsor. With designation, 1.1 miles of the Farmington river in Canton were added to the upper Farmington's designation, so Canton is no longer a part of the lower river.

To be considered "Wild & Scenic" under the National Wild & Scenic Rivers Act, a river must have at least one Outstanding Resource Value (ORV), be it natural, cultural or recreational. Several research projects, funded by the National Park Service and conducted by the Study Committee, have helped establish five key areas in which the lower Farmington River and Salmon Brook meet this standard: Geology, Water Quality, Biodiversity, Cultural Landscape and Recreation. Study area towns need to demonstrate support of the designation.

- Achieving the Wild & Scenic designation will help ensure steady funding for local projects to protect and enhance the river. An advisory management plan, developed by the Study Committee, will guide these and other river-related conservation efforts. Under the plan, private landowners continue to be the primary stewards of their property and towns continue to be responsible for regulating land use along the river. There are no federal mandates or new regulatory powers established and towns are not required to implement recommendations in the Management Plan.

Benefits of a Wild & Scenic Designation Include:

- Annual funding through the National Park Service for river conservation and enhancement projects related to the ORVs. (For a list of projects supported by the Farmington River Coordinating Committee [FRCC], the advisory management group on the upper river, see the enclosed page from their annual report.) There is no cost to towns.
- National Park Service technical assistance for projects.
- Enhanced status of the river. (This can be used to encourage tourism and economic development.)
- Establishment of an advisory management committee that considers the river as a whole and has locally appointed representatives from all the towns involved.

What a Wild & Scenic Designation Does Not Do:

- **Designation does not change land use regulations along the river.** The towns retain control of local land use along the river and brook. The Wild & Scenic Rivers Act does not authorize the federal government to enact land use regulations for private lands along a designated river. The towns in our Study Area all have established certain provisions for land use on private land along the river, under the authority of State of Connecticut law. With designation, that local control will continue.
- **Designation will not deprive landowners of their land.** The Partnership Wild & Scenic program was designed to respect the patterns of private land ownership in the Northeast. When a river receives a Partnership Wild & Scenic River designation, the federal government actually loses its existing right to condemn land in the corridor. Nor can landowners be forced to sell their property. The Upper Farmington River was designated a Partnership Wild & Scenic River in 1994. No landowners on the Upper Farmington have lost their land because of the designation.
- **Designation would not prevent recreational uses of the river such as fishing and paddling.** There is nothing in the Wild & Scenic Rivers Act that requires a change in **fishing regulations**. The State of Connecticut will continue to be the regulatory authority. A benefit of a Wild & Scenic designation is that with the designation, some annual National Park Service funding that could be used to improve fish passage on the river. In regard to **paddling** and canoeing, the situation is similar. Because one of the ORVs for the lower Farmington and Salmon Brook is Recreation, National Park Service funding associated with a Wild & Scenic designation could be used to improve river access points for paddlers. Should recreational

activities on the river begin to degrade the river itself or the river banks, the advisory Management Committee could suggest remedies and potentially provide funding for improvements.

- **Designation has not prevented Canton from using its dam for hydropower.** Although the Wild & Scenic Rivers Act requires that designated rivers be free-flowing, segments of a river can be excluded from a Wild & Scenic designation. The lower Farmington already has an operating hydropower facility at Rainbow Dam in Windsor which is excluded from the designation.
- **Designation will not require funding from the town.** Towns don't pay anything for a Wild & Scenic Study or for the designation. On the other hand, the Wild & Scenic Study Committee has used National Park Service funding for several contracted studies that put money into the Connecticut economy. Now that the lower Farmington River and Salmon Brook are designated, we can expect annual funding from the National Park Service that could be spent on a wide variety of local river-related projects.
- **Designation will not prevent the town from doing necessary projects near the river, such as bridge replacement.** Because the lower Farmington River and Salmon Brook are designated Wild & Scenic, water resource projects that alter the flow of the river, or that are Federally funded, licensed or permitted will need to be reviewed by the National Park Service. In theory, on a designated river, the NPS has the authority to prohibit a project if it interferes with the flow of the river and has a direct and adverse effect on the values for which the river was designated. In practice, the NPS reviews projects and works with the town and the advisory management committee from the start of the project planning process to reach a project design that will be acceptable to the town and will protect the river. If the NPS used its authority to stop projects or to make them much more expensive, towns would have stopped agreeing to have rivers in their borders designated. (See below for Connecticut towns with Wild & Scenic rivers.)
- This protection from potentially adverse "federally assisted water projects" is central to all Wild & Scenic Rivers, and is the only "regulatory" aspect to the Act. The purpose is to maintain a natural river channel and protect sufficient flow and water quality to maintain identified Outstanding Resource Values. This does not mean that federally licensed or assisted projects are prohibited. To the contrary, projects such as waste water treatment permits (EPA permit); streambank stabilization projects (Army Corps of Engineers (ACOE) permit); bridge replacement projects (ACOE permit); pipeline crossings (ACOE permit) take place on the Partnership Wild & Scenic Rivers in the northeastern US. In most cases, existing standards and best management practices are in place to adequately address river protection. For example, permitting of the New Hartford Waste Water Treatment Plant was governed by existing standards of the Clean Water Act and State of Connecticut Water Quality Standards.
- **Designation does not impose new water quality standards on towns.** The Department of Energy and Environmental Protection in Connecticut (DEEP) currently enforces Federal Clean Water Act standards which include a "no degradation" requirement. The Farmington River is already held to a high standard by the DEEP. The Study Committee has obtained a letter from the DEEP stating that higher water quality standards would not result from a Wild & Scenic designation.

Other Connecticut Towns Have Streams Designated Wild & Scenic:

- In 1994, the Upper Farmington River in Connecticut was designated as a Partnership Wild & Scenic River. All or part of the river in **Colebrook, Hartland, Barkhamsted, New Hartford and Canton** have been designated Wild & Scenic. There are many examples of projects which have been supported in the upper river towns through the Farmington River Coordinating Committee, the advisory management committee on the upper river. These include funding a Natural Resource Inventory for the Town of Hartland and repainting a bridge in Barkhamsted from which paint was chipping off and falling into the river. There have not been problems arising from partnership with the Federal government.
- In May, 2008, the Eightmile River Watershed was designated Wild & Scenic, also under the Partnership model. The towns of **East Haddam, Lyme and Salem** are included in the designation area.

Lower Farmington River/Salmon Brook Wild & Scenic Study Town Endorsements

- All ten towns in the Study Area endorsed a Wild & Scenic designation for the lower Farmington River and Salmon Brook. With designation, 1.1 miles of river in Canton were added to the upper Farmington River's Wild and Scenic Area.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Short-Term Rental Ordinance Workgroup Appointments
2. **Date of Board Meeting:** November 25, 2019
3. **Individual or Entity making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action requested of the Board of Selectmen:**
If the Board of Selectmen supports the proposed members for the Short-Term Rental Ordinance Workgroup the following motion is in order:

Move effective November 25, 2019, to accept the recommended members for the Short-Term Rental Ordinance Workgroup:

*Ron Jodice, Economic Development Commission
Bruce Elliott, Zoning Commission*

5. **Summary of Submission:**
At the October 28, 2019 Board of Selectmen Meeting a Short-Term Rental Ordinance Workgroup was established to review similar ordinances from other communities and to create a draft ordinance to be brought before the Board of Selectmen. The makeup of the Workgroup is to be 2 Board of Selectmen members, 1 member of the EDC, 1 member of the Tourism Committee, and 1 member of the Zoning Commission.

At their November 20, 2019 meeting, the Economic Development Commission endorsed Ron Jodice to be the EDC representative on the Short-Term Rental Ordinance Workgroup.

At their November 18, 2019 meeting, the Zoning Commission endorsed Bruce Elliott to serve as the Zoning representative on the Short-Term Rental Ordinance Workgroup.

We are awaiting confirmation from the Tourism Committee of their endorsed representative to the Short-Term Rental Ordinance Workgroup.

6. **Financial Impact:**
Staff time will be required to help support this initiative. There are no other expenses related to this initiative at this time.
7. **Description of documents included with Submission:**
None



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Resignation of Joy Himmelfarb from the Aging and Disability Commission
2. **Date of Board Meeting:** November 25, 2019
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 to accept the resignation of Joy Himmelfarb as a regular member of the Aging and Disability Commission retroactive to November 15, 2019.
5. **Summary of Submission:**
The Town Clerk has received the resignation of Joy Himmelfarb as a regular member of the Aging & Disability Commission. Ms. Himmelfarb's term was to expire January 1, 2020.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
a) Joy Himmelfarb's Resignation Letter, dated November 15, 2019

To the Town Clerk:

I wish to inform you that I am officially resigning from the Aging and Disability Commission.
Please confirm.

Thank you,
Joy Himmelfarb





Town of Simsbury

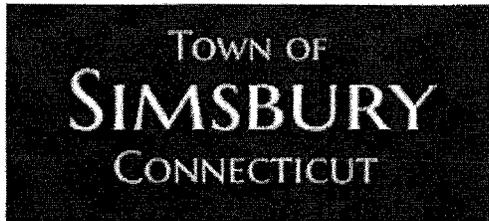
933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Resignation of Dennis Fallon from Culture, Parks and Recreation Commission
2. **Date of Board Meeting:** November 25, 2019
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 to accept the resignation of Dennis Fallon as a regular member of the Culture, Parks & Recreation Commission effective December 6, 2019.
5. **Summary of Submission:**
The Town Clerk has received the resignation of Dennis Fallon as a regular member of the Culture, Parks & Recreation Commission. Mr. Fallon's term was to expire January 1, 2020.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Dennis Fallon's Resignation Letter, dated November 18, 2019



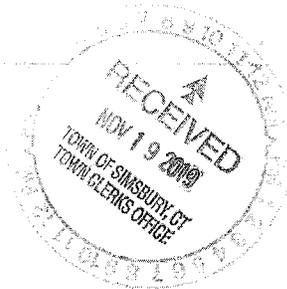
Published on *Simsbury CT* (<https://www.simsbury-ct.gov>)

[Home](#) > [Government](#) > [Town Clerk](#) > [Resignation Submission Form](#) > [Webform results](#) > Resignation Submission Form

Submission information

Form: [Resignation Submission Form](#) [1]
Submitted by Anonymous (not verified)
November 18, 2019 - 6:25pm
73.234.69.225

Member's Name
Dennis J Fallon



Type of Member
Regula

Name of Board/Commission
Culture, Parks and Recreation

Effective Date of Resignation
12-6-2019

Reason for Resignation
time for new young blood

Any Additional Comments

Source URL: <https://www.simsbury-ct.gov/node/98363/submission/15283>

Links
[1] <https://www.simsbury-ct.gov/town-clerk/webforms/resignation-form>

CALL TO ORDER

The Regular Board of Selectmen meeting was called to order at 6:00 p.m. in the Main Meeting Room of the Simsbury Town Offices. Present were: First Selectman Eric Wellman; Board members Sean Askham, Michael Paine, Chris Peterson, Cheryl Cook and Christopher Kelly. Others in attendance included: Town Manager Maria E. Capriola; Deputy Town Manager Melissa Appleby; Recycling Committee Chair Mary Turner; Chairman of Aging & Disabilities Ed Lamontagne, and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

Mr. Askham made a motion to add two items under Appointments and Resignations to the agenda. Mr. Paine seconded the motion. All were in favor and the motion passed.

PUBLIC AUDIENCE

Joan Coe, 26 Whitcomb Drive, spoke about possible issues in the Police Department, an accident in front of Town Hall, poor morale, Freedom of Information, and other issues.

Helen Peterson, 20 Longview Drive, spoke about open space and Simsbury's designation of Old Growth Forest. She said Simsbury is in the forefront of land preservation and the center of conservation in CT and perhaps in New England. She also spoke about the Sycamore tree near the bridge. She congratulated the Board, staff and volunteers, including Susan Masino, for all their efforts in this designation.

PRESENTATIONS

a) Recycling Committee Annual Award

Ms. Turner, Chairperson of the Recycling Committee, congratulated Walter Banzhaf who they have recognized for his efforts in supporting recycling in the community. This is the 22nd year of this award and she was honored to give Mr. Banzhaf the award.

Mr. Banzhaf said recycling is one of the few things in his life that he has enjoyed and has been a worthwhile endeavor. He loves meeting people and thanked everyone for this award.

b) Medical Equipment Loan Locker Update

Mr. Lamontagne, Chairperson of Aging & Disabilities, spoke about the Durable Medical Equipment Loan Locker Program. This is to help people who need to use walkers, wheelchairs, crutches, etc. for recovery from medical issues.

Mr. Needham said people donate new or used medical equipment, which will become cleaned and sanitized before loaning out. The equipment will be stored at the Apple Barn and volunteers are needed to keep this program running. There will be rules to request the equipment and return the equipment. The phone number is 860-658-3224 with an email address of SimsburyLoanLocker@gmail.com. They will also be on the website <https://www.simsbury-ct.gov/loan> locker.

FIRST SELECTMAN’S REPORT

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

TOWN MANAGER’S REPORT

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

SELECTMEN ACTION

a) Tax Refund Requests

Ms. Cook made a motion, effective November 13, 2019, to approve the presented tax refunds in the amount of \$2,600.39, and to authorize Town Manager, Maria E. Capriola, to execute the tax refunds. Mr. Paine seconded the motion. All were in favor and the motion passed.

b) Proposed Lien for relocation Payments – 15 Carriage Drive

Mr. Wellman said the Department of Community and Social Services incurred expenses related to the temporary location of the former tenant of 15 Carriage Drive of almost \$4,000. The Town’s attorney has advised that the expenses incurred are subject to the statutory lien process found in CGS Section §8-268(a).

Mr. Kelly made a motion, effective November 13, 2019, to place a lien in the amount of \$3,998.70 against the property at 15 Carriage Drive, Simsbury, CT, pursuant to CGS Section §8-268(a), in order to reimburse the Town for the costs associated with relocation assistance provided to the prior tenant of that property. Ms. Cook seconded the motion. All were in favor and the motion passed.

c) Discussion on Public Recognition Space to Foster Pride within Community Organizations

Mr. Wellman spoke about different groups coming to the Board asking for different ways for awareness of their causes.

Ms. Cook spoke about her idea of using a rock and using student participation. There could maybe be some suggestions and rules and something could be done once a month.

The Board felt this would be a great idea that could start good dialogue on important issues, but there needs to be a policy of how, why, and when this public recognition should be used.

No action was needed at this time, as more input in needed for this project.

d) Economic Development Commission 2019-2020 Work Plan Discussion

Mr. Wellman said this Board adopted a 2018-2019 work plan for the EDC with areas of focus. He went through different items of focus. He asked the Board to come up with ideas and suggestions for the 2019-2020 EDC plan.

Mr. Askham noted that many surveys have already been done and this information should be used. Ms. Cook feels they should have separate meetings for industry specific issues. She was also asking about the EDC helping in the 350th Celebration.

After further discussion, the Board feels that other Towns should be looked at to see what they are doing. No action was needed at this time.

APPOINTMENTS AND RESIGNATIONS

a) Appointment of Cheryl Cook (R) as an alternate member of the Aging and Disability Commission

Mr. Askham made a motion, effective November 13, 2019, to appoint Cheryl Cook as an alternate member of the Aging and Disability Commission with a term expiring January 1, 2020. Mr. Paine seconded the motion. Mr. Wellman, Mr. Peterson, Mr. Kelly, Mr. Paine, and Mr. Askham were all in favor, with Ms. Cook abstaining, and, therefore, the motion passed.

b) Appoint Elizabeth Keppel (R) as a regular member of the Culture, Parks & Recreation Commission

Mr. Paine made a motion, effective November 13, 2019, to appoint Elizabeth Keppel as a regular member of the Culture, Parks & Recreation Commission with a term expiring January 1, 2020. Ms. Cook seconded the motion. All were in favor and the motion passed.

REVIEW OF MINUTES

a) Regular Meeting of October 28, 2019

There were no changes to the Minutes of October 28, 2019, and therefore, the minutes were adopted.

- a) **Personnel** – no report at this time.
- b) **Finance** – no report at this time.
- c) **Welfare** – no report at this time.
- d) **Public Safety** – no report at this time.
- e) **Board of Education** – no report at this time.

Ms. Cook said the Century Friendly Santa, for the Aging & Disability Commission will be at Eno Hall on December 6th.

Ms. Cook said there will be a 350th booth at Simsbury Celebrates with some exciting items to purchase.

Mr. Askham spoke about a discussion on the proposed Feeding Ordinance. This ordinance will not solve the problem by itself, but they will be drafting some language on the issue. They will also looking at DEEP resources and Town and property owner's options. They also discussion the use of trash haulers help.

COMMUNICATIONS

a) Memo from M. Capriola, RE: Board of Selectman Group Photo, dated November 7, 2019

Mr. Wellman spoke about not just having a picture of him on the wall but having a picture wall of the entire Board. The Board felt this would be a great idea.

Letter from State DOT, RE: Bridge Rehabilitation on Hopmeadow Street, fated November 4, 2019

There was no discussion at this time.

b) Memo from T. Tyburski, RE: Try Simsbury Adventure Race Challenge

There was no discussion at this time.

c) Sustainable CT Award Letter, dated October 28, 2019

There was no discussion at this time.

d) Letter from J. Shea, RE: Notification of Proposed Easement Connecticut Light & Power Co., dba Eversource Energy, dated October 23, 2019

There was no discussion at this time.

e) Letter from Board of Selectmen, dated October 31, 2019

There was no discussion at this time.

EXECUTIVE SESSION

a) Pursuant to CGS §1-200(6)(A), Town Manager’s Annual Performance Review

Mr. Askham made a motion to adjourn to Executive Session, pursuant to CGS §1-200(6)(A) Town Manager’s Annual Performance Review and to include Ms. Capriola at 7:00 p.m. Mr. Peterson seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk

CALL TO ORDER

The Special Meeting of the Board of Selectmen was called to order at 9:15 a.m. in the Tariffville Room at the Simsbury Public Library. Present were: First Selectman Eric Wellman; Board members Sean Askham, Michael Paine, Christopher Kelly, and Chris Peterson. Incoming Board member Jackie Battos was also present. Others in attendance included Town Manager Maria Capriola and Deputy Town Manager Melissa Appleby.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

BOARD OF SELECTMEN GOAL SETTING DISCUSSION

Mr. Wellman stated that the intent of today’s discussion is to review each of the goals on the existing list, discuss the status, and make recommendations for any changes or additions.

The Board discussed items that fell into the following six categories:

- Financial management
- Maintaining quality of life/community character
- Recreation
- Infrastructure
- Transportation
- Economic development

Mr. Wellman noted that the next step will be for staff to update the list of goals and distribute to the Board members for prioritization.

ADJOURNMENT

Mr. Askham made a motion to adjourn the meeting at 12:05pm. Mr. Paine seconded the motion, and it passed unanimously.

Respectfully submitted,

Melissa Appleby
Deputy Town Manager