



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

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SIMSBURY BOARD OF SELECTMEN - AMENDED Regular Meeting – December 14, 2020 – 6:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

PRESENTATIONS

- a) Proclamation for Ed (Ned) Cosgrove
- b) Proclamation for Ed LaMontagne
- c) Simsbury Meadows Performing Arts Center Update

FIRST SELECTMAN'S REPORT

TOWN MANAGER'S REPORT

SELECTMEN ACTION

- a) Tax Refund Requests
- b) Extension of Temporary Suspension of Acceptance of Cash Payments
- c) Donation from Garrity Asphalt Reclaiming, Inc.
- d) Donation from Trinity Episcopal Church
- e) Donation from Ron Perry to the Police Department
- f) Proposed State Historic Preservation Office Planning and Survey Grant for Meadowood Barns
- g) AFSCME Successor Collective Bargaining Agreement, 2019 - 2023
- h) Proposed FY 20/21 Non-Union Compensation and Benefits
- i) Town Manager's Compensation and Benefits
- j) Shared Services Agreement with Board of Education
- k) Business Development Incentive Policy

APPOINTMENTS AND RESIGNATIONS

- a) Proposed Appointment of Rick Brush to SPIRIT Council
- b) Resignations for Historic District Commission and Aging and Disability Commission

REVIEW OF MINUTES

- a) Regular Meeting of November 23, 2020

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

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

ADJOURN



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proclamation for Ed (Ned) Cosgrove
2. **Date of Board Meeting:** December 14, 2020
3. **Individual or Entity Making the Submission:**
Eric Wellman, First Selectman; Sean Askham, Deputy First Selectman

4. **Action Requested of the Board of Selectmen:**
The following motion is in order:

Move, effective December 14, 2020, to authorize issuance of a Proclamation in honor of Ed (Ned) Cosgrove.

5. **Summary of Submission:**
At the end of the year, Mr. Ed Cosgrove is resigning from the Police Commission after 28 years of dedicated service. Most recently, Mr. Cosgrove served as Chair of the Commission for the last two years. This proclamation is to honor the work Mr. Cosgrove has done for the Simsbury community. Mr. Cosgrove has been a strong advocate for our Police Department and will leave a lasting positive impact on our town.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Proclamation in Honor of Ed (Ned) Cosgrove

Proclamation Commemorating Ed Cosgrove's Service to the Town of Simsbury

Whereas, Ed Cosgrove served 28 years on the Police Commission, 8 years on the Public Building Committee, 8 years on the Culture, Parks and Recreation Commission, 8 years on the Zoning Commission, and 8 years on the Zoning Board of Appeals; and

Whereas, Mr. Cosgrove was involved in many projects around Simsbury including the conversion of the Belden School into today's Town Hall, Police Department and Board of Education Offices; and

Whereas, Mr. Cosgrove during his tenure on the Police Commission played an important role in selecting two Chiefs of Police for the Simsbury Police Department; and

Whereas, Mr. Cosgrove was a champion of a more diverse Simsbury Police Department; and

Whereas, Mr. Cosgrove's dedication to public service in Simsbury is exemplary; and

Now Therefore Be It Resolved, the Board of Selectmen of the Town of Simsbury recognizes all the work Mr. Ed Cosgrove has done for Simsbury over the years and wish to express our utmost gratitude to him for working to make Simsbury a better place for all.

Board of Selectmen

December 14, 2020

Eric Wellman
First Selectman

Sean Askham
Deputy First Selectman

Jackie Battos
Selectman

Wendy Mackstutis
Selectman

Mike Paine
Selectman

Chris Peterson
Selectman





Town of Simsbury

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SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proclamation for Ed LaMontagne
2. **Date of Board Meeting:** December 14, 2020
3. **Individual or Entity Making the Submission:**
Eric Wellman, First Selectman; Sean Askham, Deputy First Selectman
4. **Action Requested of the Board of Selectmen:**
The following motion is in order:

Move, effective December 14, 2020, to authorize issuance of a Proclamation in honor of Ed LaMontagne.

5. **Summary of Submission:**
Mr. Ed LaMontagne recently resigned from the Aging and Disability Commission after 26 years of dedicated service. Most recently, Mr. LaMontagne served as Chair of the Commission for the last 12 years. This proclamation is to honor the work Mr. LaMontagne has done for the Simsbury community. Mr. LaMontagne has been a strong advocate for seniors and persons with disabilities in our community and will leave a lasting positive impact on our town.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Proclamation in Honor of Ed LaMontagne

**Proclamation Commemorating Ed LaMontagne's Service to the
Town of Simsbury**

Whereas, Ed LaMontagne served 26 years on the Aging and Disability Commission with 12 years as Commission Chair; and

Whereas, Mr. LaMontagne advocated for the Senior Community Members and Community members with disabilities; and

Whereas, Mr. LaMontagne created the Town's Handicap Parking Awareness Campaign that is held every June; and

Whereas, Mr. LaMontagne was always an enthusiastic participant in events for our seniors and those with disabilities including but not limited to Picnics in the Park, Sensory Santa events, Senior Fashion Show and the Super Tuesday Lunch Program; and

Whereas, Mr. LaMontagne continues his efforts assisting the community with his work at the Simsbury Housing Authority.

Now Therefore Be It Resolved, the Board of Selectmen of the Town of Simsbury recognizes all the work Mr. Ed LaMontagne has done for Simsbury over the years and wish to express our utmost gratitude to him for making Simsbury a better place for all.

Board of Selectmen

December 14, 2020

Eric Wellman
First Selectman

Sean Askham
Deputy First Selectman

Jackie Battos
Selectman

Wendy Mackstutis
Selectman

Mike Paine
Selectman

Chris Peterson
Selectman





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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Simsbury Meadows Performing Arts Center Update
2. **Date of Board Meeting:** December 14, 2020
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Missy DiNunno, SMPAC Executive Director
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
This presentation is informational.
5. **Summary of Submission:**
Missy DiNunno, Executive Director of Simsbury Meadows Performing Arts Center, is here tonight to give an update on recent plans for the PAC as well as an overview of the changes they made to their 2020 schedule due to the COVID-19 Pandemic. The PAC will also be updating the Board of Selectmen on their capital needs.

Joining Ms. DiNunno this evening will be Linda Schofield, Chair of SMPAC, and Robert Hensley, Board member.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Simsbury Meadows Performing Arts Center Presentation
 - b) SMPAC's Capital Requests for 2021, dated October 13, 2020

SIMSBURY MEADOWS PERFORMING ARTS CENTER

PAST, PRESENT & FUTURE



December 14, 2020



THE PAST

A Brief History of SMPAC:
Building, Management, & Role in Community

THE BUILDING

- Master plan conceived 2003:
 - Phase I – Band shell
 - Phase II – Building expansion to include dressing rooms, public restrooms, admin office space
 - Phase III – Sound towers, lighting, parking lot paving, ticket depot, permanent fencing/gates
 - Phase IV - Storage
- 2005: Completion of Phase I
 - Made possible through private fundraising and state assistance
- Original Goal: Complete Phase II in the 2-3 years following Phase I



MANAGEMENT

- Upon completion, the venue was run by Town and First Selectman at the time
- Town realized challenges they faced in operating a venue with limited industry resources and sought to explore private management
- Simsbury Performing Arts Center Inc. (private 501c3 – non-profit) was born along with Board of Directors to provide overall venue management

SMPAC / TOWN COLLABORATION



- Town worked with SMPAC to apply for STEAP grant in 2014 with anticipated completion of Phase II in 2018 utilizing combined STEAP funds and Town budget allocation. STEAP Grant not awarded.
- SMPAC Contribution: Fundraising campaign to further establish permanent facility infrastructure and reduce expenses
 - Chairs, seasonal storage, ticket depot, sound towers
- Town Contribution: Budget, plan, and execute venue infrastructure projects
 - Fencing and gates
 - Band shell preventative maintenance (staining and ceiling repair)
 - STEAP 2020 (awarded) – Accessible pathways within venue and select parking areas



THE PRESENT

SMPAC Now:
The Great Pivot of 2020 & Fundraising Initiatives

TODAY: 2018/2019

- Review business models and operational policies/procedures to ensure financial stability and consistency with industry standards
- Maintain pre-existing rental business model
- Introduce and expand presenting business model
- Curate new meaningful, diverse programming to support mission
 - Circus
 - Trantolo & Trantolo Charity Concert Series
 - Sports and Wellness

2020: THE GREAT PIVOT

SMPAC: MORE THAN A STAGE

COVID Impact

Large scale events cancelled

- Guidelines imposed limiting capacity on both the stage and field along with social distancing considerations compounding that

• The Great Pivot: Creative Programming

In 2020 SMPAC more than doubled venue usage dates.

□ Fitness classes, dance recitals, local arts and culture group rehearsals and meetings

□ Local Talent

- Local arts referrals
- 100 Women of Color and Labor Day Soiree

□ Collaboration

- 350th Committee, Town of Simsbury Culture Parks and Recreation, Chamber of Commerce, Simsbury Middle School and more



FUNDRAISING INITIATIVES

- Annual Giving Program
- Relationship building with donors and constituents through improved Customer Relationship Management (CRM) programs and software
- Covid Relief Funding
 - PPP, SBA Loan, Supporting Arts Grant, COVID Relief Grant

We've committed incredible amounts of time and energy to fundraising initiatives this year because we recognize that as an outdoor venue we are uniquely suited to maintain a sustainable model. What once was a challenge, has turned into our greatest asset and we intend to capitalize on that.



THE FUTURE

Launching SMPAC into the Future:
Our plan & the role of the town

THE PLAN

Programming



Photo from 100 Women of Color at SMPAC

- Build on 2020 programming momentum
- Strong focus on curating diverse programs to represent all members of the community
- Package programming into series format
- Nurture pre-existing partnerships and create new ones
- Cultivate private funding to support programming, general operations, and growth

"BUILDING" THE FUTURE

- Programming is attractive to funders; bricks and mortar not always donors' first choice
- Town support and funding are critical to the completion of Phase 2
 - Phase 2 Vision
- Next steps in our work together:
 - Planning
 - Seeking Funding
 - Execution
- We are poised and ready to sustain and thrive, however the town's support and partnership in our efforts will be critical to our success in serving as the arts and culture staple and driver of economic development for Simsbury, Greater Hartford, and Beyond





THANK YOU!

QUESTIONS?



October 13, 2020

Maria Capriola, Town Manager
Simsbury Town Hall
933 Hopmeadow St.
Simsbury CT, 06070

Dear Maria,

The Simsbury Performing Arts Center is respectfully submitting this request for town funding of capital projects at the SMPAC.

1. Surfacing of parking lot and disability access path.

Let us first say thank you for including the surfacing of the parking lot in the CIP for 2022/2023. We also are hopeful that your STEAP grant will enable earlier work on the accessible parking area and the stone dust path outside the rock wall. These improvements are essential for the safety of our patrons, especially those with mobility impairments. Should the STEAP grant not be approved, we hope that the BOS will include this capital project in the CIP at the earliest possible time. As noted in last year's capital request, the chairmen of both the Disability Commission and the Culture, Parks, and Recreation Commission have expressed support for this project. They sent in letters to that effect last year.

2. Phase II: Backstage

The second capital request is to work with SMPAC to construct what we all call Phase II, which includes public restrooms, a proper office for our staff, and dressing rooms for performers. We recognize that this is a larger project that will require both the town and the SMPAC to contribute funding and participate in the design. Based on initial architectural drawings that we have had done, along with additional site work that will be necessary, we would roughly guess the project could be close to \$1 million all in. SMPAC is committed to do its part to raise some of the funds from donors and to seek grants, such as the upcoming 2021 Good to Great grants for arts organizations. However, in the wake of the pandemic, our reserves have been somewhat depleted and all donors are being tapped out. So, we would hope that the majority of the cost for this building, that the town will own, will actually come from the town.

The construction of Phase II has been envisioned since 2005, when the band shell was built. It is important to the viability of the SMPAC because it will enable us to eliminate the rental of ugly trailers each year at great expense. It will also provide multipurpose rooms that can be used for storage of sound and lighting equipment between concerts. And for the public, it will remove the eyesore of those trailers!

3. Lightning Protection

Our third capital expense request is to install a full lightning protection system for the band shell and sound towers, which are currently unprotected. A lightning protection system will ensure that the



destructive power of a lightning strike would be directed safely into the ground, leaving the structure, personnel, and equipment unharmed. The estimated cost of this project is \$10,200.

4. Electrical upgrades

Our fourth capital expense request is to address the need for electrical connections on the east boundary of the grass field, to enable food trucks & other vendors to have a quiet source of power during performances, and to enable lighting of the port-a-potties. Currently we must hire a contractor to set up temporary wiring and panels for each event, costing us approximately \$30,000 on an annual basis and \$3,000 for each of our large-scale event days. This per event cost is prohibitive for any smaller event. Since those are all we are allowed to have under COVID restrictions on public gatherings, this has been a barrier to many events. We had an electrician estimate the cost of installing the necessary panels, conduit, and wiring to meet these needs in 2018. Including electrical cost and trenching costs, he estimated \$51,000 two years ago.

5. Maintenance

We also are requesting maintenance of the C & D parking lots. The tree branches need to be cut back because they are encroaching on the parking spaces. This diminishes available parking and therefore diminishes our revenue potential. Again, this is not so much of a capital request as a grounds maintenance request. We were told last year in an email from Maria, that this would be done in the spring of 2020. (Actually, winter would be the easiest time to do it!) With COVID, it has not been an urgent need, so we did not push the matter, but it still needs to be done.

We know your Parks and Rec staff has already recognized the need to repair the water damage on the band shell ceiling. Due to the porous surface of the roof frontage, rain makes its way into the ceiling and follows the path of least resistance through all of the lighting fixtures causing visible damage to the ceiling structure on the far left and right sides. In the interest of not letting things fall off the radar, we thought we should put this on the list as well. Like the branch cutting in lots C & D, this project was to be taken care of as a short-term solution, in the spring in advance of our season, according to the email from Maria. Orlando noted that the design/ceiling material is not ideal, which is the cause of the recurring problem. In the long-term Maria suggested that a ceiling material upgrade (capital project) would help to rectify this ongoing problem. Either short-term or long-term solution is fine with us.

Thank you for your consideration and for your support of the SMPAC! Once we complete these projects, we do not envision needing further capital investment by the town.

Sincerely,

Linda Schofield, Board Chair, and Missy DiNunno, Executive Director

Cc: Eric Wellman, First Selectman
Sean Askham, Deputy First Selectman



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Tax Refund Requests
2. **Date of Board Meeting:** December 14, 2020
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 December 14, 2020 to approve the presented tax refunds in the amount of \$22,065.76, and to authorize Town Manager, Maria E. Capriola, to execute the tax refunds.

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 \$22,065.76. The attachment dated December 14, 2020 has a detailed listing of all requested tax refunds.
7. **Description of Documents Included with Submission:**
 - a) Requested Tax Refunds, dated December 14, 2020

REQUESTED TAX REFUNDS
DECEMBER 14, 2020

	BILL NUMBER	TAX	INTEREST	TOTAL
List 2018				
EAN Holdings LLC (21 Motor Veh)		\$8,702.33		\$8,702.33
Vdovenko Alexandre	18-04-83451	\$273.88		\$273.88
Total 2018		\$8,976.21	\$0.00	\$8,976.21
List 2019				
Jon Patrucco- Atty (Cornell)	19-01-01710	\$130.26		\$130.26
Sette & Parnoff (Deng)	19-01-02037	\$164.46		\$164.46
LERETA LLC (Singleton)	19-01-04152	\$4,008.57		\$4,008.57
Ludorf Jessica	19-01-04798	\$304.50		\$304.50
PC Law Assoc (Melikian)	19-01-05345	\$223.79		\$223.79
Real Estate Law Grp -(Nosevich)	19-01-05870	\$371.82		\$371.82
Vincent Cheryl A	19-01-08508	\$234.16		\$234.16
Kriss Law (Wallace)	19-01-08583	\$322.23		\$322.23
ACAR Leasing Ltd	19-03-50050	\$364.89		\$364.89
ACAR Leasing Ltd	19-03-50056	\$215.12		\$215.12
CAB East LLC	19-03-52447	\$510.36		\$510.36
Coiro Traci	19-03-53506	\$49.15		\$49.15
Daimler Trust	19-03-54253	\$222.80		\$222.80
Feola Danny	19-03-55772	\$12.24		\$12.24
Hardy Jesse	19-03-57706	\$97.93		\$97.93
Honda Lease Trust	19-03-58331	\$162.39		\$162.39
Honda Lease Trust	19-03-58344	\$217.83		\$217.83
JP Morgan Chase Bank	19-03-59367	\$338.67		\$338.67
JP Morgan Chase Bank	19-03-59386	\$417.78		\$417.78
Locandra Ronald	19-03-61160	\$32.86		\$32.86
Nissan Infiniti LT	19-03-63596	\$459.10		\$459.10
Nissan Infiniti LT	19-03-63635	\$252.10		\$252.10
Nissan Infiniti LT	19-03-63647	\$193.06		\$193.06
Nissan Infiniti LT	19-03-63654	\$144.91		\$144.91
Toyota Lease Trust	19-03-68810	\$383.51		\$383.51
Toyota Lease Trust	19-03-68837	\$488.10		\$488.10
Toyota Lease Trust	19-03-68902	\$389.15		\$389.15
Toyota Lease Trust	19-03-68951	\$657.61		\$657.61
Toyota Lease Trust	19-03-69004	\$659.46		\$659.46
Ally Financial / Vault Trust	19-03-69512	\$59.97		\$59.97
Ally Financial / Vault Trust	19-03-69516	\$244.31		\$244.31
VW Credit Leasing Ltd	19-03-69795	\$263.71		\$263.71
VW Credit Leasing Ltd	19-03-69845	\$146.76		\$146.76
Wiggett, Sabrina	19-03-70968	\$248.13		\$248.13
P.C. Plannings & Benefits	19-03-70988	\$97.86		\$97.86
Total 2019		\$13,089.55	\$0.00	\$13,089.55
TOTAL 2018		\$8,976.21	\$0.00	\$8,976.21
TOTAL 2019		\$13,089.55	\$0.00	\$13,089.55

REQUESTED TAX REFUNDS
DECEMBER 14, 2020

TOTAL ALL YEARS		\$22,065.76	\$0.00	\$22,065.76



Town of Simsbury

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SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Extension of Temporary Suspension of Acceptance of Cash Payments
2. **Date of Board Meeting:** December 14, 2020
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 extending the temporary suspension of accepting cash payments, the following motions are in order:

Move, effective December 14, 2020 to extend the suspension of acceptance of cash payments until further notice. Exceptions may be authorized by the Town Manager or Finance Director.

Further move to waive transactions of \$5 or less until further notice if check or electronic payment is not practicable. However, aquatics fees, ice rink fees, food concession transactions and all golf course fees and purchases valued at \$5 or less should not be waived.

This shall remain in effect unless revised or rescinded.

5. **Summary of Submission:**

In an effort to keep residents and staff safe during the COVID-19 Pandemic the Board of Selectmen at their May 27, 2020 and September 14, 2020 meetings stopped taking cash payments as a method to curtail the amount of contact between individuals. Notably July tax bills were collected without accepting cash payments and no issues were noted¹.

Due to the pandemic, I recommend an extension on the suspension of cash payments until further notice; this could be revised or rescinded as needed. I also continue to recommend that exceptions for exigent circumstances could be authorized by the Town Manager or Finance Director upon the recommendation of staff. I think the number of exigent instances will be minimal, and only one has occurred over the last seven months. Additionally, I also recommend temporarily waiving transactions of \$5 or less if check or electronic payment is not practicable. However, staff proposes that aquatics fees, ice rink fees, food concession transactions, and all golf course fees and purchases

¹ Only one complaint was received regarding not accepting cash to pay tax bills.

valued at \$5 or less not be waived. The Golf Pro Shop² will be permitted to accept small amounts of cash for incidentals to promote customer satisfaction.

Payments can be made by check, debit card, or credit card. Checks may be mailed or left at a secure drop box at Town Hall. This will help cut down on any possible transmission of the COVID-19 virus between residents and staff.

This concept has been reviewed by the Leadership Team and there was general consensus in support of this extension. The Town Attorney reviewed the matter and recommended that the Board of Selectmen formally vote on whether or not to temporarily suspend the acceptance of cash payments.

6. Financial Impact:

The financial impact of temporarily waiving transactions of \$5 or less when check or electronic payment is not practicable is negligible if aquatics fees, ice rink fees, food concession transactions, and all golf course fees and purchases are not included in the waiver.

7. Description of Documents Included with Submission:

None

² The Golf Pro Shop is currently leased to a vendor.



Town of Simsbury

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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Donation from Garrity Asphalt Reclaiming, Inc
2. **Date of Board Meeting:** December 14, 2020
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Kristen Formanek, Director of Community & Social Services *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports acceptance of the Garrity Asphalt donation, the following motion is in order:

Move, effective December 14, 2020 to accept a donation from Garrity Asphalt Reclaiming, Inc. in the amount of \$5,000 for the purpose of supporting Simsbury Community and Social Services Department programs that assist residents in need.
5. **Summary of Submission:**
Garrity Asphalt Reclaiming, Inc. has provided a financial donation in the amount of \$5,000 to the Community and Social Services Department. The donation will be used to provide emergency assistance (i.e. heat, food, shelter) to Simsbury residents in need; this is particularly helpful given the impact of the COVID-19 pandemic on our residents, many of whom are experiencing hardship.

Chapter 100 of our Code of Ordinances, "Gift Policy," Section 100-2 "Monetary Donations" states that no donation of more than \$1,500 may be accepted without Board of Selectmen approval. If the donation is accepted I will direct staff to send a thank you letter to Garrity Asphalt Reclaiming, Inc.
6. **Financial Impact:**
The \$5,000 donation from Garrity Asphalt Reclaiming, Inc. will be used to provide emergency assistance (i.e. heat, food, shelter) to Simsbury residents in need. The funds would be deposited into a Social Services special revenue fund used for this purpose.
7. **Description of Documents Included with Submission:**
None



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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Donation from Trinity Episcopal Church
2. **Date of Board Meeting:** Monday, December 14, 2020
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Kristen Formanek, Director of Community & Social Services *Maria E. Capriola*

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

Move, effective December 14, 2020 to accept a donation from Trinity Episcopal Church in the amount of \$2,381.21 for the purpose of supporting Simsbury Community and Social Services Department Holiday Program that assists residents in need.

5. **Summary of Submission:**
This local church would like to donate to the Community and Social Services Department to sponsor families for the Department's Holiday Program.

6. **Financial Impact:**
This is a donation to the Community & Social Services Department in the amount of \$2,381.21 to assist with the purchase of items for local families in need.

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

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



Town of Simsbury

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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Donation from Ron Perry for the Police Department
2. **Date of Board Meeting:** December 14, 2020

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

4. **Action Requested of the Board of Selectmen:** *Maria E. Capriola*
If the Board of Selectmen supports acceptance of the donation from Ron Perry, the following motion is in order:

Move, effective December 14, 2020, to accept the monetary donation of \$5,000 from Ron Perry for use by the Police Department.

5. **Summary of Submission:**
Mr. Ron Perry has reached out to the Police Chief and expressed his desire to donate \$5,000 to the Simsbury Police Department to be used at his discretion.

Chapter 100 of our Code of Ordinances, "Gift Policy," requires that monetary donations over \$1,500 be accepted by the Board of Selectmen. If the donation is accepted I will direct staff to send a thank you letter to Mr. Perry.

6. **Financial Impact:**
The funds would be deposited into the Police Department's Community Policing Fund, which is used for supporting programs in the community such as Project Lifesaver, the Junior Police Academy, Women's Self Defense and more.

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



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed State Historic Preservation Office Planning and Survey Grant for Meadowood Barns

2. **Date of Board Meeting:** December 14, 2020

3. **Individual or Entity making the Submission:**
Maria E. Capriola, Town Manager; Michael Glidden, Director of Planning and Community Development *Maria E. Capriola*

4. **Action requested of the Board of Selectmen:**
If the Board of Selectmen approves the grant application for the State Historic Preservation Office Planning and Survey Grant for Meadowood Barns, the following motion is in order:

Move, effective December 14, 2020, to approve the application for State Historic Preservation Office Planning and Survey Grant for Meadowood Barns.

In the event that the grant is awarded, the following additional motion is in order:

Move, to accept the State Historic Preservation Office Planning and Survey Grant for Meadowood Barns grant and to authorize Town Manager, Maria E. Capriola, to execute all documents related to the grant award.

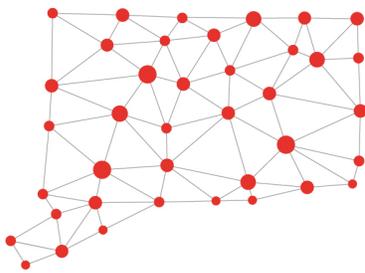
5. **Summary of Submission:**
This grant is to apply for \$20,000 to perform a structural analysis on the barns on the Meadowood property. Our Building Official has done a preliminary analysis of the structures but this grant would allow a more in depth look at the structures, such as services provided by a structural engineer. There are a total of 15 barns on the property and 1 on Town property. Some may be rehabilitated for historic preservation purposes, others for agriculture use, and some due to the deteriorated state may not be able to be saved.

6. **Financial Impact:**
No local match is required. Other than staff time associated with administering the grant, there are no costs to the Town. Based on staff's budgetary estimates at this time, the grant application will seek approximately \$20,000 in funding.

In the event that the Town proceeds with purchasing Meadowood, approximately \$500,000 from various sources has been committed to perform Barn restoration work.

7. Description of Documents Included with Submission:

a) Grant Application



CONNECTICUT

STATE HISTORIC PRESERVATION OFFICE

INVESTING IN PRESERVATION SINCE 1955

Survey and Planning Grant

Application

2019

Survey and Planning Grant | *Application*

Applicant Information

Municipality/Organization:

The Town of Simsbury

Chief Elected Official/Executive Director:

Maria Capriola, Town Manager

Federal Employer ID Number:

Street Address:

933 Hopmeadow Street

City/Town:

Simsbury

State:

CT

ZIP Code:

06070

Contact Information

Contact Name:

Mike Glidden, Town Planner

Email Address:

mglidden@simsbury-ct.gov

Phone Number:

860-658-3252

Mailing address (if different from above):

NA

City/Town:

State:

ZIP Code:

This contact information will be used for all questions and mailings related to the grant process.

Project Information

Identify the grant activity you applying for:

- Historic Resources Inventory
- Archaeological Survey or Report
- Historic Designation Report or Nomination
- Municipal Historic Preservation Planning Reports
- Pre-development Studies
- Partners In Preservation

1. Brief description of the project:

The Trust for Public Land is working to purchase 288 acres and convey it to the Town of Simsbury as open space and preserve the historic resources. There are a number of historic tobacco sheds on the property which are in various states of stability and historic significance. The Town is seeking to understand the state of the barns to get a sense of restoration costs by contracting a structural engineer.

2. Grant Amount Request: \$20,000

Total Project Cost: \$20,000

3. Identify historic designation status of the resource affected by this project (check all that apply):

National Historic Landmark

National Historic Landmark, District: _____

National Register of Historic Places

National Register of Historic Places, District: _____

State Register of Historic Places

State Register of Historic Places, District: _____

Local Historic Property

Local Historic District: _____

NOTE: This site is a candidate for listing on the National Register of Historic Places.

4. Identify the applicant:

municipality

501(c)3 nonprofit

501(c)13 nonprofit

If the applicant is a 501(c)3 or 501(c)13, submit a copy of the IRS Status Determination letter.

5. Is this a subsequent phase of a project?

yes no

If yes, explain:

6. Has the applicant received previous grants from SHPO?

yes no

If yes, please list all grants received (include grant type, date awarded, and award amount):

To be completed prior to submission.

7. Does the applicant own or lease the property? The Trust for Public Land has an option to purchase the property and convey it to the Town of Simsbury.

own lease

If the property is leased, does the applicant have a long-term lease of at least 20 years as of the date of the application? NA

yes no

If the property is leased, have notarized statements been obtained from the owner/s of the property that permit the applicant to submit this application and complete the project?

yes no

N/A
Explain

The Trust for Public Land holds an option to purchase the property. The landowners have given their consent to this pre-development structural engineering analysis. Written documentation of their consent can be provided if necessary.

Please submit a copy of the Certificate of Title or lease and applicable notarized statements.

Authorization

Name of Authorized Official:

Maria Capriola

Title:

Town Manager

Signature:

Date:

The authorized official is the individual identified in the Certified Resolution as empowered to carry out the grant application and associated agreements on behalf of the organization/municipality.

Legislative Information

U.S Representative's Name:

Jahana Hayes

District #:

5

State Senator's Name:

Kevin Witkos

District #:

8

State Representative's Name:

John Hampton

District #:

16

Application Checklist

This checklist should be submitted with the application. All material listed is required unless otherwise noted. See the Application Guidelines for an explanation of each item.

	Included	N/A	Comments
A. Project Abstract	<input type="checkbox"/>	<input type="checkbox"/>	
B. Project Narrative	<input type="checkbox"/>	<input type="checkbox"/>	
C. Photographs	<input type="checkbox"/>	<input type="checkbox"/>	
D. Project Timeline	<input type="checkbox"/>	<input type="checkbox"/>	
E. Budget	<input type="checkbox"/>	<input type="checkbox"/>	
F. Budget Narrative	<input type="checkbox"/>	<input type="checkbox"/>	
G. Long-term preservation plan (for pre-dev. Grants)	<input type="checkbox"/>	<input type="checkbox"/>	
H. 501(c)3 or 501(c)13 IRS tax status determination letter (<i>contingent</i>)	<input type="checkbox"/>	<input type="checkbox"/>	
I. Certified Resolution	<input type="checkbox"/>	<input type="checkbox"/>	
J. Vendor Profile Form and W-9	<input type="checkbox"/>	<input type="checkbox"/>	
Certificate of title or long-term lease agreement (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	
Letters of Support (optional)	<input type="checkbox"/>	<input type="checkbox"/>	



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** AFSCME Successor Collective Bargaining Agreement, 2019 – 2023
2. **Date of Board Meeting:** December 14, 2020
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Melissa A.J. Appleby, Deputy Town Manager; Tom Tyburski, Director of Culture, Parks and Recreation; Tom Roy, Director of Public Works
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
The Board of Selectmen has three options as follows:
 - **Option A** is to vote to authorize the Town Manager to execute the proposed successor collective bargaining agreement as presented.
 - If the Board is dissatisfied with the proposed successor collective bargaining agreement, **Option B** would be to reject the agreement as presented. If the Board rejects the agreement, the matter shall be returned to management and the union for further bargaining. If the parties cannot reach a new agreement, the services of a mediator are used and/or the parties would proceed to binding arbitration.
 - **Option C** would be to take no action on the agreement, in which case the agreement would become effective after a 30 day period.

Since the contract was negotiated in good faith, and has since been ratified by the Union, I recommend Option A. If the Board of Selectmen supports adopting the successor collective bargaining agreement as presented, the following motion is in order:

Move, effective December 14, 2020, to authorize Town Manager Maria E. Capriola to execute the proposed successor Collective Bargaining Agreement between the Town of Simsbury and AFSCME Local 2945 of Council 4, AFL-CIO Simsbury Public Works and Parks Employees, which shall enter into effect retroactively from July 1, 2019 and expire on June 30, 2023.

5. **Summary of Submission:**
Staff has negotiated a proposed successor collective bargaining agreement with AFSCME Local 2945, the unit representing our Public Works and Parks employees. The Union ratified the tentative agreement on December 8, 2020. The Board of Selectmen is the ratification body for the town and the Town Manager must be authorized by the Board to sign and execute the agreement.

Highlights of the proposed agreement are as follows:

- Duration
 - 4 years – July 1, 2019 through June 30, 2023
 - 4-year duration helps to stagger the expiration date of the Town's various collective bargaining agreements, which allows staff to negotiate fewer contracts simultaneously
- General Wage Increases
 - FY 20: 2.25%
 - FY 21: 2.35%
 - FY 22: 2.35%
 - FY 23: 2.25%
- Employees will need to have ten years of continuous eligible service to be eligible for retiree medical insurance coverage
- Contributions for employees participating in the defined benefit plan will increase by 0.75% to 5.75% of salary in FY 20/21, another 0.75% to 6.50% of salary in FY 21/22 and by another 0.5% to 7% in FY 22/23
- Health insurance plan management changes allow for both pharmacy and medical management
- Medical insurance co-pays have increased
- Updates to vacation carry-over timelines and process
- Updates to uniform allowance for protective footwear that meets OSHA requirements and a gradual increase in the annual allowance for safety shoes, ultimately reaching \$200 per year in FY 22/23
- Requiring direct deposit for employees hired after agreement is ratified
- Language was updated throughout the document, including changing First Selectmen to Town Manager to reflect the current form of government, clarification of leave accruals, and other housekeeping items

6. Financial Impact:

When fully staffed the AFSCME Local 2945 union represents 42³ full-time and 8 part-time employees. When factoring in the general wage increase, step increases, payroll taxes, pension, and other benefits the total contract reflects an increase of \$194,597 or 4.76% for FY20. Subsequent increases reflect an increase of \$108,401 or 2.53% for FY21, \$118,915 or 2.71% for FY22, and \$168,220 or 3.73% for FY23. This accounts for modest salary savings due to staffing transitions that occurred during the course of contract negotiations. A significant projected cost driver is health insurance, despite negotiating plan design changes that will generate some savings to the Town.

State-wide, we are seeing negotiated settlements during the life of this contract award (average) general wage increases in the 2.22%-2.25% range, comparable to what has been negotiated.

7. Description of Documents Included with Submission:

- a) Total Contract Cost Analysis
- b) Tentative Agreement between the Town of Simsbury and AFSCME Local 2945 of Council 4, AFL-CIO

³ Currently one vacancy in Public Works, Sewer Division

Total Estimated Contract Cost

	Total Base Salaries	FICA/Medicare	Workers' Comp	LTD	Life Insurance	Pension ¹		Health Insurance		Total	% Change
						Employer Costs	Increased Employee Contributions	Employer Share ²	Plan Design Changes ³		
Baseline (FY19)	\$ 2,611,869	\$ 199,808	\$ 60,857	\$ 9,324	\$ 13,321	\$ 484,502	\$ -	\$ 711,787	\$ -	\$ 4,091,467	
FY20 - 2.25% GWI	\$ 2,688,953	\$ 205,705	\$ 62,653	\$ 9,600	\$ 13,714	\$ 498,801	\$ -	\$ 806,640	\$ -	\$ 4,286,064	4.76%
FY21 - 2.35% GWI	\$ 2,769,048	\$ 211,832	\$ 64,519	\$ 9,885	\$ 14,122	\$ 513,658	\$ (7,465)	\$ 837,525	\$ (18,659)	\$ 4,394,465	2.53%
FY22 - 2.35% GWI	\$ 2,850,525	\$ 218,065	\$ 66,417	\$ 10,176	\$ 14,538	\$ 528,772	\$ (15,276)	\$ 900,340	\$ (60,177)	\$ 4,513,381	2.71%
FY23 - 2.25% GWI	\$ 2,928,073	\$ 223,998	\$ 68,224	\$ 10,453	\$ 14,933	\$ 543,158	\$ (10,413)	\$ 967,865	\$ (64,690)	\$ 4,681,601	3.73%

1 - Town contribution to general government plan, based on 7/1/19 valuation, is 18.55% of current payroll. These figures assume no change in interest rate assumption.

2 - Assumes 7.5% increase in FY22 and FY23; preliminary estimate pending analysis by Lockton, which will include actuarial COVID factors.

3 - Estimated costs savings associated with the implemented of plan management changes (pharmacy management/drug utilization; medical management). Assumes no change in enrollment, cost share, or HSA contributions. FY21 savings assumes March 1 implementation.

AGREEMENT
BETWEEN
THE TOWN OF SIMSBURY, CONNECTICUT
AND
AFSCME LOCAL 2945 OF COUNCIL 4, AFL-CIO
SIMSBURY PUBLIC WORKS AND PARKS EMPLOYEES

Effective July 1, 20~~16~~¹⁹
Through
June 30, 20~~19~~²³

ARTICLE	TITLE	PAGE
	Preamble	1
I	Recognition	1
II	Union Security	1
III	Union Business Leave	2
IV	Probationary Period	2
V	Grievance Procedure	3
VI	No Strike/No Lockout	5
VII	Sick Leave/Funeral Leave/Family Leave/Injury Leave/Jury Leave	6
VIII	Vacation	8
IX	Holidays	10
X	Uniforms	11
XI	Seniority/Vacancies/Layoffs	12
XII	Classification	14
XIII	Hours/Overtime/Compensatory Time and Conditions of Employment	14
XIV	Insurance	16
XV	Pension Plan/Deferred Compensation/Retiree Health Benefits	19
XVI	Compensation	21
XVII	Disciplinary Action	23
XVIII	General Provisions	24
XIX	Management Rights	26
XX	Job Descriptions	27
XXI	Savings Clause	27
XXII	Health, Safety and Protective Clothing	27
XXIII	Employee Rights and Representation	28
XXIV	Working Rules and Directives	29
XXV	Duration of Agreement	29
Appendix A	Wages	30
Appendix B	Position Schedule	32
Appendix C	Health Plan Design Alternatives	

Preamble

This agreement is made and entered into by and between the Town of Simsbury, Connecticut (hereinafter referred to as “the Town” or “the Employer”) and AFSCME Local 2945 of Council 4, AFL-CIO, Simsbury Public Works and Parks Employees (hereinafter referred to as “the Union”).

ARTICLE I
RECOGNITION

The Town hereby recognizes the Union as the exclusive collective bargaining agent for the unit consisting of all full and regular part time employees of the public works, parks and recreation department, excluding supervisors and all other employees excluded by the Municipal Employees Relations Act, C.G.S. Section 7-467a, et seq. The Union is the sole and exclusive representative of all said employees for purposes of collective bargaining with respect to wages, hours and other conditions of employment.

ARTICLE II
UNION SECURITY

~~SECTION 1. As a condition of employment, each employee who is a member of the Union on the effective date of this Agreement shall remain a member in good standing for the duration of this Agreement or shall be assessed a “Union Service Fee.” Each employee who is not a member of the Union on the effective date of this Agreement shall be required to become a member in good standing, or shall be assessed a “Union Service Fee.” Each new employee, as a condition of employment shall become a member of the Union in good standing after thirty (30) days of employment or shall be assessed a “Union Service Fee.” Said “Union Service Fee” shall not exceed the “Union Dues Assessment” currently in effect.~~

SECTION 1.2. The Town agrees to deduct from the wages of all employees covered herein who voluntarily and individually authorize such deductions in writing from their wages, such dues and initiation fees as may be fixed by the Union and allowed by statute. The Town will remit to the Union, amounts collected from each weekly pay once each month, on or before the last day of the month in which such deductions are made, together with a list of employees from whose wages these sums have been deducted. Such dues deductions shall continue for the duration of this Agreement and any extension thereof. The Union agrees to indemnify and hold the Town harmless for any claims, loss or damages arising out of the operation of this Article. It is also agreed that neither an employee nor the Union shall have any claim against the Town for any deductions made as the case may be.

ARTICLE III
UNION BUSINESS LEAVE

SECTION 1. Two (2) members of the Union Negotiation Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of

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negotiating the terms of the contract when such meetings take place at a time during which such members are scheduled to be on duty.

SECTION 2. One (1) member of the Union Grievance Committee plus the Grievant shall be granted leave from duty with full pay for all meetings between the Town and the Union through arbitration for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

SECTION 3. Members of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for Union business, such as attending labor conventions and educational conferences, provided that the total leave for the bargaining unit for the purpose set forth in this section shall not exceed forty-eight (48) hours in any fiscal year.

Such hours are not cumulative from year to year. Union leave may be taken in increments of one (1) hour except in cases where the one (1) hour increment results in the effective loss of the employee for more than one (1) hour, in such event the employee will be charged with a four (4) hour increment. The Union shall endeavor to give as much advance notice as possible before such leave is taken.

SECTION 4. The Town shall, upon request of the new employee or the union, authorize a meeting of up to one hour between the new employee and an officer designated by the union ~~The President of the Union, or designee, and all new employees shall be granted leave from duty with full pay for one (1) hour~~ for Union orientation.

ARTICLE IV PROBATIONARY PERIOD

SECTION 1. All new employees shall serve a probationary period of nine (9) months.

SECTION 2. All new employees shall have no seniority rights during said period, but shall be subject to all other provisions of this contract, except that neither the Union nor the probationary employee shall have access to the grievance procedure or to arbitration when the sole issue concerns the discharge or discipline of the probationary employee. It is agreed that this clause shall not be deemed to deny such employee the right to a meeting with the ~~Town Manager~~ ~~First Selectman~~ and his/her Department Head regarding discipline or discharge.

SECTION 3. All employees after completion of the probationary period shall be credited with service as of the date they begin the probationary period.

ARTICLE V
GRIEVANCE PROCEDURE

SECTION 1. Purpose

The purpose of the grievance procedure shall be to resolve employee grievances on as low an administrative level as is possible so as to insure employee morale without impairing Town efficiency. No grievance settlement shall contravene the provisions of this Agreement.

SECTION 2. Definitions

A. A “grievance” is defined as any of the following:

- (a) dispute or disagreement arising out of discharge or suspension, or
- (b) a claim that there has been a misinterpretation or misapplication of a specific provision of this Agreement.

B. “Days” are defined as ~~calendar~~ working days.

SECTION 3. Procedure

- A. Both parties recognize the importance of prompt and expeditious processing of grievances. Therefore, each of the time limits provided herein shall be considered as a maximum, provided that any such time limit may be extended by mutual agreement. Failure to appeal a grievance within the designated time shall be considered acceptance of the last decision rendered. Failure to respond to a grievance within the designated time shall be deemed a denial of the grievance and the grievant may immediately proceed to the next step of the procedure. Any grievance not filed in writing within ~~ten~~ fifteen (15) working ~~calendar~~ days of the event or condition giving rise thereto or within ~~ten~~ fifteen (15) working ~~calendar~~ days of when the grievant knew or should have reasonably known of the event shall be deemed waived.
- B. The following remedies, except for grievances involving any dispute or disagreement arising or out of any discharge or suspension, shall be exhausted in order.

STEP 1 INFORMAL STEP

The aggrieved employee shall first notify his/her immediate supervisor and his/her Union representation in within of the nature and facts of the grievance within fifteen (15) working days after its occurrence. The immediate supervisor shall meet and discuss the grievance with the employee and the Union representative and notify the employee and the Union of his/her decision in writing within ten (10) working days after the employee notification.

~~Any employee may submit a grievance to the Supervisor as soon as possible but not later than twenty-four (24) hours following the event or condition giving rise to the grievance. The~~

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~~Supervisor shall attempt informally to resolve the grievance. If the grievance is not resolved informally to the satisfaction of the employee within three (3) days, the employee shall submit the grievance in writing pursuant to the time limits specified in Step 1.~~

STEP 2~~1~~

If a satisfactory solution is not reached under Step 1 above, the employee or the Union shall submit the nature and facts of his/her grievance in writing to the Department Head within ten (10) working days of receipt or due date of the decision rendered at Step 1 above. After the Department Head receives such grievance, he/she shall meet as soon as practical and discuss the matter with the concerned parties and shall notify the employee and the Union of the decision in writing within ten (10) working days of the receipt of the grievance. If the employee's immediate supervisor is the Department Head, he or she proceeds to Step 3.

~~Any employee with a grievance shall submit said grievance in writing to the Department Head as soon as practicable and in no event later than ten (10) calendar days from the event or occurrence giving rise to the grievance. The Department Head shall use his best efforts to resolve the dispute. The Department Head's decision shall be submitted in writing to the aggrieved employee within five (5) days of receipt of the grievance.~~

STEP 3~~2~~

If the employee or the Union is not satisfied with the decision rendered by the Department Head, the employee or the Union shall submit the grievance in writing within ten (10) days after the date of such decision, to the ~~Town Manager~~ **First Selectman** ~~who shall render a decision within ten (10) days after receipt of the grievance. (At the beginning of Step 2, the First Selectman or grievant may elect to have the grievance heard by the entire Board of Selectmen.)~~ Within ten (10) working days after receipt of the grievance, the Town Manager shall meet with the employee and/or the Union, and such other persons as the Town Manager deems necessary for the discussion and settlement of the grievance. The Town Manager shall render a written resolution of the grievance within ten (10) working days of such meeting.

STEP 4~~3~~

Grievances that cannot be settled by the ~~Town Manager~~ **First Selectman** may be submitted to the Personnel Sub-Committee within ten (10) days of the decision of the ~~Town Manager~~ **First Selectman**. The Personnel Sub-Committee shall hear the grievance within ~~fifteen~~ **thirty (45)** ~~calendar~~ **working** days of its receipt of the grievance(s) and shall render its written decision within ~~seven~~ **fifteen (75)** ~~calendar~~ **working** days after such hearing.

STEP 4

- a. If the Union is not satisfied with the decision rendered, it shall, within fourteen (14) days after the receipt of the decision of the Personnel Sub-Committee, submit the grievance to the State Board of Mediation and Arbitration in accordance with its rules and regulations and procedures. Only the union shall

have the right to appeal a grievance to arbitration hereunder. The decision rendered by the Arbitrator(s) shall be final and binding on both parties. The Arbitrator shall be bound by the provisions of this Agreement and shall have no power to add to, subtract from, or modify in any way the terms of this Agreement.

- b. When mutually agreed to by the Town and the Union, grievances except those involving suspensions of three (3) days or more, demotions and terminations, may be settled through the process of expedited arbitration of the Connecticut State Board of Mediation and Arbitration.

SECTION 4. Mediation

The mediation services of the State Board of Mediation and Arbitration may be used at any time provided either party so desires.

~~SECTION 5. Recording of Minutes or Testimony~~

~~Either party shall have the right to employ a public stenographer at its own cost at any step in this procedure. A copy of such transcript shall be available to the other party at its own cost.~~

SECTION 6. Meetings

If either of the parties participating in the grievance process desires to meet for the purpose of oral discussion, a meeting shall be requested and scheduled in accordance with time limits specified in Steps One, Two, and Three.

SECTION 7. Union as Grievant

The Union shall be entitled to submit grievances in the name of the Union in the same manner as is provided herein for employees, except that such grievances shall begin at Step 2.

In order to avoid the necessity of processing at one time numerous grievances originating with the same event, the Union shall file a similar grievance at Step 2. When this occurs, all other grievances, if any, arising out of the same event will be held in abeyance, and the Union grievance shall be processed as a precedent.

When such grievance is resolved, the parties shall promptly review the other grievances, if any, that were held in abeyance in an effort to resolve them. This mutual review procedure shall not require more than seven (7) days, subject, however, to mutual extension of the period for review if circumstances so require.

If any such grievance cannot be settled on the basis of a precedent grievance, it shall be processed in accordance with the Grievance Procedure and in accordance with the time limits established in this Agreement.

SECTION 8. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step is considered as a maximum. The time limit specified may, however, be extended by written agreement.

SECTION 9. Failure of the aggrieved at any step to appeal a grievance to the next step within the specified time limits is deemed to be acceptance of the last decision rendered by the Town.

ARTICLE VI
NO STRIKE/ NO LOCKOUT

The Union agrees that it will not call or support any strike, sympathy strike, slowdown, sick-in, or any other concerted refusal to render services to the Town during the term of this Agreement. The Town agrees it will not lock-out employees during the term of this Agreement.

ARTICLE VII
SICK LEAVE/FUNERAL LEAVE/FAMILY LEAVE/INJURY LEAVE/JURY LEAVE

SECTION 1. Employees may take sick leave for non- occupational illness or disability, on the following conditions:

- A. Amount of Sick Leave- Employees shall be eligible to accrue sick leave at a rate of one and one-quarter (1.25) days per month to a maximum of fifteen (15) days per year. Unused sick leave may be accumulated to a maximum of one hundred forty (140) days. ~~In order to accrue sick leave during any month, the employee must be on the active payroll for at least half the month or be on an authorized paid leave of absence.~~ Employees shall begin accruing sick leave during the month of hire if the hire date is prior to or includes the 15th of the month. Employees shall begin accruing sick leave during the month following the month of hire if the hire date is after the 15th of the month.
- B. Notification of Illness – In order to be paid for sick leave, ~~an~~ first shift employees must notify the department ~~within~~ at least one (1) hour of the time the employee is due to report for duty, unless otherwise specified by the department. Second shift employees must notify the department at least two (2) hours of the time the employee is due to report for duty, except in extenuating circumstances.
- C. Use of Sick Leave – Sick leave shall not be considered a privilege to be used at any employee's discretion, but shall be allowed only in the following cases:
 - 1. Personal illness or physical incapacity resulting from causes beyond the employee's control for which compensation is not payable under the terms of the Workers' Compensation Act of the State of Connecticut.

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2. Enforced quarantine of the employee in accordance with community health regulations.
 3. Family illness or physical incapacity for which an employee may apply up to five (5) paid sick leave days and may use up to an additional five (5) unpaid leave days. An employee may opt to use earned perfect attendance days and vacation days for family illness or incapacity. Use of sick leave for family illness applies to the employee's spouse, son/daughter, parent, or any other family member domiciled in their household.
 4. To meet medical or dental appointments when an employee has made reasonable efforts to secure appointments outside normal working hours, provided the department head is notified as least one (1) day in advance of the day on which the absence occurs. Employees will make reasonable efforts to schedule such appointments at the beginning or end of their scheduled shift. Employees are expected to report to work prior to their appointment and/or return to work following their appointment, time permitting.
- D. Employees utilizing sick leave shall call in and speak to a supervisor as close as possible to the beginning of their shift.
- E. Proof of Illness – The Town may require a doctor's certificate or other proof of illness after three (3) consecutive days of sick leave or in case of suspected abuse where the employee had been ~~warned at least once in writing~~ previously given written notice of the Town's concern. In any instance in which the Town requires medical examination of an employee by a physician selected by the Town, the Town shall pay the cost of such examination. Employees may be disciplined for frequent or habitual absence or for abuse of sick leave even though such absences do not equal or exceed the accrual set forth in Section 1.A of this Article.

SECTION 2. Funeral Leave

Full-time employees shall be granted up to ~~five~~ ~~three~~ (35) days off with pay to attend funeral services in the event of death in the immediate family (spouse, parent, ~~parent-in-law~~, child, ~~step-child~~, ~~sibling~~, ~~grandparent~~ or grandchild); up to three (3) days off with pay for death of a ~~parent-in-law~~, ~~sibling~~ or ~~grandparent~~; and one (1) day off for the death of the employee's sister-in-law, brother-in-law, niece, nephew, aunt or uncle. ~~Nothing herein shall be deemed to prevent an employee from requesting time off without pay for attendance at a funeral not provided for herein, and such request shall not be unreasonably denied. Further, an employee may request up to two (2) additional paid days under this provision which may be granted at the sole discretion of the First Selectman.~~ It is the intent of this article that funeral leave be taken from the date of death up to and including the date of the funeral. Funeral leave is not intended for memorial or related services that may be held at a future date; however, in the department head's sole discretion, this may be permitted for exigent circumstances. This leave is to cover time actually lost during the normal work week in making arrangements for or attending the funeral or memorial service. Nothing herein shall be deemed to prevent an employee from requesting time

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off without pay for attendance at a funeral not provided for herein, and such request shall not be unreasonably denied.

SECTION 3. Family and Medical Leave Act

Employees may be eligible for up to twelve (12) weeks annual unpaid leave for birth or adoption of a child, to care for a seriously ill parent, spouse or child or for serious illness of the employee in accordance with federal law. As part of the twelve (12) weeks allowed for leave under the law, employees must exhaust applicable paid time off which time off shall be credited toward the twelve (12) week allowance, except at the employee's option, he/she may save up to two (2) weeks of vacation and up to one (1) week of sick leave.

SECTION 4. Injury Leave

Injury leave, as distinguished from sick leave, means paid leave given to an employee because the accident, injury or illness occurred while the employee was engaged in the performance of his/her duties.

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

SECTION 5. Jury Leave

~~The Town shall continue to pay an employee's regular salary while he/she is on jury duty with the understanding that the employee will reimburse the Town the amount of jury duty pay when received, less travel expenses.~~

The Town will pay the difference between jury duty pay received from the court and the regular straight time wages the employee would have otherwise received for a standard workday or week. Compensation shall be payable only if the employee gives the Town notice from the court indicating that they served either a half or full day and the appropriate compensation.

Employees who are excused from jury duty, prior to completing a full day, are expected to return to work. Depending on the circumstances, 2nd and 3rd shift employees may or may not be required to work while on jury duty.

Jury duty time off is considered as time worked in the computation of overtime.

SECTION 6. Military Leave

The Town Manager ~~First Selectman~~ grants Military Leave upon request for active duty in the National Guard or Armed Forces in accordance with the General Statutes of the State of Connecticut and applicable Federal law.

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SECTION 7. Earned Days for Perfect Attendance

Employees who have perfect attendance will earn one (1) day per calendar quarter plus one (1) additional day for perfect attendance for four (4) consecutive quarters. Perfect attendance means there are no absences due to sick leave; habitual tardiness (not approved by the supervisor); or interruptions to work (unless supervisor grants approval to make up time lost). Workers' Compensation time, bereavement leave, jury duty, or military duty shall not count against perfect attendance. Perfect attendance days may be taken as earned or may accrue as additional vacation time and must be taken in the fiscal year following the year in which they were earned, or they will be lost. Earned days must be taken as either a half or a full day.

SECTION 8. Personal Leaves of Absence

The ~~Town Manager~~ **First Selectman** upon recommendation of the department head, may grant leaves of absence when necessary, without pay, up to a maximum of sixty (60) working days. The Board of Selectman may grant unpaid leaves of absence for periods longer than two months. The Town shall continue insurance coverage during such period.

ARTICLE VIII
VACATION

SECTION 1. All vacation time shall be taken in the vacation year (July 1st through June 30th) with no overlapping or accruals from year to year without written approval of the Department head, based upon the following schedule. The employee's anniversary of hire date shall be used to calculate vacation accrual.

Employees shall begin accruing vacation time during the month of hire if the hire date is prior to or includes the 15th of the month. Employees shall begin accruing vacation time during the month following the month of hire if the hire date is after the 15th of the month. Employees are not eligible to take vacation time during the first six months of employment.

Employees will accrue vacation on a monthly basis as of the Anniversary of Hire Date	Monthly Vacation Accrual	Maximum Annual Accrual
Date of Hire to First Anniversary Date	0.833	10 days
As of the Second (2nd) Anniversary Date	0.833	10 days
As of the Third (3rd) Anniversary Date	0.833	10 days
As of Fourth (4th) Anniversary Date	0.833	10 days
As of the Fifth (5th) Anniversary Date	0.833	10 days
As of Sixth (6th) Anniversary Date	1.25	15 days
As of the Seventh (7th) Anniversary Date	1.25	15 days
As of the Eighth (8th) Anniversary Date	1.25	15 days
As of the Ninth (9th) Anniversary Date	1.25	15 days
As of the Tenth (10th) Anniversary Date	1.25	15 days
As of the Eleventh (11th) Anniversary Date	1.666	20 days

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As of the Twelfth (12th) Anniversary Date	1.666	20 days
As of the Thirteenth (13th) Anniversary Date	1.666	20 days
As of Fourteenth (14th) Anniversary Date	1.666	20 days
As of the Fifteenth (15th) Anniversary Date	1.666	20 days
As of the Sixteenth (16th) Anniversary Date	1.75	21 days
As of the Seventeenth (17th) Anniversary Date	1.833	22 days
As of the Eighteenth (18th) Anniversary Date	1.916	23 days
As of the Nineteenth (19th) Anniversary Date	2.00	24 days
As of the Twentieth (20th) Anniversary Date	2.083	25 days
As of the Twenty First (21st) Anniversary Date	2.166	26 days
As of the Twenty Second (22nd) Anniversary Date	2.25	27 days

Length of Continuous Service	Vacation Leave Accrual per Month	Vacation Leave Accrual per Year	Maximum Accrual on November 1st
0 to 5 years	6.67 hours ≈ 0.83 days	80 hours ≈ 10 days	160 hours ≈ 20 days
6 to 10 years	10.00 hours ≈ 1.25 days	120 hours ≈ 15 days	200 hours ≈ 25 days
11 to 15 years	13.34 hours ≈ 1.66 days	160 hours ≈ 20 days	240 hours ≈ 30 days
16 years	14.00 hours ≈ 1.75 days	168 hours ≈ 21 days	248 hours ≈ 31 days
17 years	14.67 hours ≈ 1.83 days	176 hours ≈ 22 days	256 hours ≈ 32 days
18 years	15.34 hours ≈ 1.92 days	184 hours ≈ 23 days	264 hours ≈ 33 days
19 years	16.00 hours ≈ 2.00 days	192 hours ≈ 24 days	272 hours ≈ 34 days
20 years	16.67 hours ≈ 2.08 days	200 hours ≈ 25 days	280 hours ≈ 35 days
21 years	17.33 hours ≈ 2.16 days	208 hours ≈ 26 days	288 hours ≈ 36 days
22 years and above	18.00 hours ≈ 2.25 days	216 hours ≈ 27 days	296 hours ≈ 37 days

Effective June 30, 2016 part-time Employees shall not be entitled to vacation time or vacation pay.

SECTION 2. Credit Upon Termination

For employees, vacation pay or vacation time accrued shall be provided upon separation. An employee shall be paid for vacation time earned the previous vacation year and not used up in the present vacation year upon separation from employment.

Earned vacation pay will be prorated to the date of termination of employment at the following rate:

One-twelfth (1/12) of full vacation pay for each full month of completed service commencing July 1 and ending the next June 30.

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“Full vacation pay” shall mean the amount of vacation pay the employee would receive if he had remained on the payroll in his employment status (at the time of termination) through the next succeeding June 30.

In the event of death of an employee, the employee’s accrued vacation shall be paid to the beneficiary designated in the life insurance policy, or in the absence of one, the estate.

SECTION 3. Carry-over of Vacation

~~Under normal circumstances, vacation shall be used during the applicable vacation year or shall be lost. However, under extenuating circumstances beyond the control of the employee, the First Selectman shall permit the employee to carry over up to a maximum of ten (10) days accrued for a period not to exceed six months.~~

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

SECTION 4. Break in Service

Vacation time shall be determined by the length of continuous service. For purposes of computing vacation time, employees who leave the Town service for more than one (1) year and return shall be considered new employees.

SECTION 5. Advanced Vacation

No employee may take vacation time beyond the amount earned except in the most unusual circumstances. Requests for advanced vacation must be submitted by the employee to the Department Head in writing and are subject to approval by the ~~First Selectman~~ Town Manager or his/her designee.

SECTION 6. Sickness While on Vacation

An employee who becomes ill while on vacation may not deduct illness from vacation time unless a medical certificate confirms the illness.

SECTION 7. Advanced Vacation Pay

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

SECTION 8. Employees' choice of vacation schedule shall be granted wherever practicable. Absent some extraordinary reason, vacation leave requests shall be made at least during the prior work day. Seniority among bargaining unit members shall prevail in the selection of vacations up to a two (2) week period. The Department Head shall have the right to limit the number of employees who may be off simultaneously because of the operating requirements of the department, such as snow season for the Highway Department or summer for Park and Recreation. Such rights shall not be unnecessarily restrictive, however.

SECTION 9. Any employee who is laid off as the result of a reduction in force, and who is subsequently recalled, shall receive credit for seniority prior to layoff for the purpose of earned vacation under this article.

SECTION 10. Observed holidays established by this contract are not considered in the computation of vacation credit as a part of the vacation time.

SECTION 11. Crediting Vacation Time to Sick Leave

In the event an employee's sick leave is exhausted, earned vacation time may be used.

ARTICLE IX
HOLIDAYS

SECTION 1. Paid Holidays

The following holidays shall be observed by all permanent, full-time employees, and shall be granted with pay:

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

In addition to the holidays listed above, there shall be one (1) additional floating holiday. Days off for such holidays shall be mutually agreed upon by the employee and supervisor. Such days off shall not be unreasonably denied.

SECTION 2. When a holiday falls on a Saturday, the preceding Friday shall be the day off, and when a holiday falls on a Sunday, the following Monday shall be the day off. Exceptions to this section shall be mutually agreed to.

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SECTION 3. Bargaining unit employees who work on a designated holiday shall be paid at double (x2) the regular hourly rate plus the holiday pay.

SECTION 4. Whenever any holiday falls within paid vacation time said holiday shall not be charged against earned vacation. The employee shall be given another vacation day off to compensate for said holiday at a time mutually agreeable to the employee and the Town.

SECTION 5. Attendance on Days Prior to and Immediately after a Holiday

Employees shall not be paid for holidays unless they work the last scheduled day prior to the holiday and the first scheduled day after the holiday unless such employees are on vacation or any other paid leave, or on leave authorized by the Town Manager ~~First Selectman~~ or department head.

SECTION 6. Permanent part-time employees shall receive holiday pay based upon one-fifth of their average straight time weekly pay.

ARTICLE X UNIFORMS

~~SECTION 1. The Town shall continue to provide or supply uniform services as per current practice (see Appendix B).~~

SECTION 1-2. The Town shall provide replacement of uniform items which are worn out, torn, or otherwise in need of replacement. Employees are to take reasonable care of uniforms and all uniforms are to be clean and neat when worn in a manner appropriate to the work assignments being performed. Employees may not wear clothing of any kind with obscene language or logos that are inappropriate to the workplace.

SECTION 2-3. All employees, ~~except sewer department employees,~~ will be reimbursed for the cost of protective footwear meeting OSHA requirements ~~receive one (1) pair of steel toed shoes up to a maximum amount per fiscal year \$125 per pair as follows: Any amount over \$175 \$125 per pair will be paid by the employee.~~

- Effective July 1, 2019: \$125;
- Effective July 1, 2021: \$180; and
- Effective July 1, 2022: \$200.

The employee is responsible for any amount above that allowance.

SECTION 3-4. The Town shall pay for prescription eyeglasses that are damaged while the employee is in the course of performing his/her responsibilities. The Town's maximum liability shall be limited to \$250.00 for eyeglasses.

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SECTION 4.5. The following uniform provisions shall be granted to all bargaining unit employees annually. All clothing must be selected from a pre-approved list of items and be appropriate to the work assignment:

A)	Highway
Annually:	11 sets of shirts and pants with laundry cleaning service provided to each employee.
	Winter jackets purchased the first year for each employee, then reorder two (2) every third (3 rd) year
	One (1) polo shirt or two (2) t-shirts; and two (2) sweatshirts.

B)	All Custodians and Golf Course Staff
	Two hundred fifty dollars (\$250.00) for clothing allowance per year plus one (1) pair of shoes. Town purchases on an as-needed basis, and employees launder uniforms themselves. Management has the right to require collared shirts for night custodians.

C)	Parks and Recreation Department		
Annually:	5 sets of long- or short-sleeve shirts	5 pairs of pants	2 t-shirts
	1 pair coveralls, as needed	2 sweatshirts	1 winter coat or jacket
	1 summer coat or jacket (both initially when hired and replaced as needed)		

D)	Sewer Department		
Annually:	5 pair pants	5 long-sleeve shirts	2 pair safety shoes
	3 t-shirts	1 winter jacket (every other year)	
	1 light jacket (every other year)	All replacements by employee beyond annual purchase	Gloves as needed

ARTICLE XI
SENIORITY/VACANCIES/LAYOFFS

SECTION 1. Seniority is defined as continuous service from the first day of employment. Whenever more than one (1) person begins employment in the Town on the same day, the seniority of each individual as it relates to others employed the same day shall be determined by the order of appointment.

SECTION 2. Seniority shall not be broken by vacations, sick time, suspension, any authorized leave of absence, family leave, or ununiformed service in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

SECTION 3. The purpose of seniority is to provide a declared policy of the right of preference as to lateral transfers, shift preference, vacation, layoff and recall.

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SECTION 4. An employee's seniority shall be considered broken if he voluntarily quits, is discharged, is absent from scheduled work for five (5) consecutive days without notifying the department, or fails to return to work within fifteen (15) calendar days after notice by certified letter of recall from layoff to an equivalent position.

SECTION 5. Promotions to vacant bargaining unit positions shall be made on the basis of qualifications, skill and ability. Qualified bargaining unit applicants for such positions shall be appointed over external candidates.

When qualifications, skill and ability are relatively equal among internal candidates, the senior applicant shall be promoted.

The Town shall bear the burden to demonstrate that there is a qualitative and quantitative difference between applicants concerning qualifications, skill and ability in order to sustain the promotion of a less senior employee.

SECTION 6. In the event there is a reduction in or a proposed reduction in the number of employees or work hours, the employee with the least seniority shall be laid off first. The Town shall notify the Union President and the least senior employee within the affected job title at least fourteen (14) calendar days before the effective date of the layoff.

SECTION 7. The order of layoff for employees covered by this Agreement shall be as follows:

- a. Temporary and seasonal employees;
- b. Probationary employees, part-time before full-time;
- c. Permanent part-time employees before regular full-time; and
- d. Within job title, full-time employees with the least seniority first.

An employee who receives such notice may elect within seven (7) calendar days thereafter to bump into a lower job title, provided that the employee has more seniority than the least senior employee in the lower job title and is qualified to perform the duties of that classification. The employee to be bumped shall have the same bumping rights to positions held by less senior employees in a lower job title provided all such bumping rights are exercised prior to the effective date of layoff. In no case shall a part-time employee bump a full-time employee.

SECTION 8. Employees who are laid off or bumped into a lower job title under this Article shall have recall rights as follows:

- a. The Department Head shall place the employee on a recall list.
- b. Employees who are bumped to a lower job title shall have recall rights to return to his/her former job title. When an employee is bumped to a lower job title, he/she shall be placed on the appropriate pay scale and step that represents the least reduction to the pay of the employee.

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- c. For a period of twenty-four (24) months, the affected employee shall have the right to be recalled to the job title from which he/she was laid off, if a position should become vacant or be reinstated to a position in a lower job if qualified.
- d. No person shall be newly employed until all persons on the recall list have been notified by certified mail, and such persons either are offered re-employment for which he/she is qualified, or declined such re-employment offer. An employee who declines an offer of re-employment shall forfeit recall rights. If a person on recall fails to respond to a certified letter notifying the employee of a recall he/she shall forfeit recall rights.

ARTICLE XII CLASSIFICATION

SECTION 1. Classification of Positions

Positions that are substantially similar with respect to duties, responsibilities, authority and character of work are included within the same grade and the same schedule of compensation applies with equity under working conditions to all positions in the same grade. No new position shall be allocated to the grade without negotiations and agreement with the Union.

SECTION 2. Whenever the Town creates a new job classification or changes an existing job, the Town shall notify the Union. Within ten (10) days following receipt of such notice, the Union may request and negotiate concerning the appropriate pay rate for such new or changed classification. If the parties are unable to reach an agreement, the Union may submit a grievance through the grievance procedure as to what pay rate is appropriate. The Union may elect to process this grievance beginning with Step 2.

SECTION 3. Request for reclassification must be made by the employee to his/her department head ~~prior to January 1~~ between August 1 and August 31 of each year. The department head will make a recommendation to the ~~Town Manager~~ First Selectman within thirty (30) calendar days who will, in turn, respond formally to the employee on or before March 1 of each year unless mutually extended by the Union and the Town. Within ninety (90) calendar days of receiving the request from the department head, the Town Manager or designee shall meet with the employee and/or the Union, conduct a reclassification review and analysis, and render a decision. If more than ninety (90) calendar days is needed to conduct the reclassification review and analysis, the timeframe may be extended upon mutual agreement of the Town and the Union. If the reclassification is granted, the change shall be retroactive to the date the request was received by the Town Manager's Office. Any disputes that are not resolved shall be settled at the Mediation and Arbitration level of the Grievance Procedure. The employee may make such request once annually ~~in any two (2) year period for~~ the same classification.

ARTICLE XIII

HOURS, OVERTIME, COMPENSATORY TIME AND CONDITIONS OF EMPLOYMENT

SECTION 1. Hours of Employment

- A. Hourly Employees are compensated in accordance with the Compensation Article XVI. The regularly scheduled work week is as follows:

Highway and Sewer Department

7:00 a.m. to 3:30 p.m. Monday through Friday with one-half hour for lunch.

Recreation Parks Department

7:00 a.m. to 3:30 p.m. Monday through Friday with one-half hour for lunch. One ~~second shift employee individual works a second shift of 3:30 p.m. to 12 midnight.~~ will have a start time between 1:30 p.m. and 3:30 p.m. and an end time between 9:30 p.m. and 11:30 p.m. depending on the start of the eight-hour shift needed for the seasonal job responsibilities from October 1 to May 1, as determined by the Town in its sole discretion. Employees working alone for an entire dedicated eight hour shift may take their half-hour "paid" lunch at the end of the shift, provided that employees will be expected to "break" lunch in the event that they are needed to respond to work duties. This schedule shall be modified beginning two (2) weeks following the opening of the ice rink operation and continuing through the time the ice rink is in operation until two (2) weeks prior to the closing of the rink, when employees shall work in accordance with the hours of operation of the ice rink according to the attached "ZAMBONI" schedule.

Golf Department

6:00 a.m. to 2:30 p.m. Monday through Friday with one-half hour for lunch except for part-time and seasonal employees who are regularly scheduled for weekend work, provided that the hours shall be 6:30 a.m. to 3:00 p.m. Monday through Friday during the period of October 1 through April 15, unless otherwise mutually agreed by the parties.

Custodians

7:00 a.m. to 3:30 p.m. Monday through Friday with one-half hour unpaid lunch.

There is one shift that works 6:30 a.m. to 3:00 p.m. with one half-hour unpaid lunch and two that work 3:00 p.m. to 11:00 p.m. with one-half hour paid lunch and one that works 8:00 a.m. to 4:00 p.m. with one-half hour paid lunch.

- B. Morning and afternoon breaks shall continue pursuant to current practice.
- C. The hours of work set forth above may be adjusted by mutual agreement of the Town and the Union.

SECTION 2.

- A. Hours worked in excess of eight (8) hours per day or any hours worked on Saturday shall be paid at the rate of time and one-half (x1-1/2) the employee's hourly rate. For employees whose regular work schedule includes Saturday, they shall receive time and one-half (x1-1/2) their regular hourly rate for hours worked on their sixth or seventh day.
- B. The premium rate for hours worked on Sunday or the employee's seventh day for those regularly scheduled to work Sunday shall be paid double (x2) the rate of the employee's regular hourly rate.

SECTION 3. When an employee is required to return to duty to perform overtime duties and when the overtime hours so worked are not contiguous with said employee's regular duty hours, he/she shall be paid not less than four (4) hours pay at the applicable premium rate of pay. If an "on-call" employee is required to respond to an issue that can be addressed remotely using a town-issued computer or town-issued mobile device, the employee will be paid for the work in one (1) hour increments.

SECTION 4.

- A. All overtime work shall be first offered to full-time employees then to part-time employees of the bargaining unit and they shall be given first preference for all such overtime work. If no member of the bargaining unit is available or willing to work, the Town may use non-bargaining unit employees.
- B. Overtime work shall be divided equally as far as practicable, by rotation on a seniority basis within the division and classification requiring the overtime, subject to the employee's classification and ability to perform the required work.
- C. An overtime list shall be posted quarterly on the Union bulletin board. All overtime hours worked shall be posted as well as a record of overtime hours refused.
- D. One full time bargaining unit employee will be offered Sunday overtime employment during the golfing season. The Golf Course Superintendent will be allowed to perform bargaining unit duties on Saturdays in accordance with current practice, but shall not be allowed to perform bargaining unit work on Sundays.

Any employee who refuses to perform overtime shall be charged a turn on the rotation list.

SECTION 5. Any overtime order in shall be by reverse order of seniority (least senior ordered in first) on the rotation list.

SECTION 6. Compensatory Time

Compensatory time is granted at the applicable premium rate. The decision to elect compensatory time in lieu of overtime pay is at election of the employee and such agreement must be made prior to the performance of the work.

A maximum of eighty (80) hours of compensatory time may be ~~earned~~ **accumulated in each fiscal year; employees may carry over up to forty (40) hours of compensatory time from one fiscal year to the next.**

- A. Requests for compensatory time off, which can be used in lieu of vacation time, will be granted by mutual agreement between the employee and his/her immediate supervisor, and shall not be unreasonably denied;
- B. An employee who has accrued compensatory time off shall, upon termination of employment, be paid for unused compensatory time at the applicable rate.
- ~~C. Members of the bargaining unit may carry over a maximum of ten (10) days into the next fiscal year.~~

SECTION 7. Outside Employment

Employees of the bargaining unit recognize that their position with the Town is the employee's primary employment responsibility.

ARTICLE XIV INSURANCE

SECTION 1. The Town reserves the right to change insurance carriers provided that coverage under new plans is ~~equal to or better than~~ **substantially equivalent to** the coverage presently in effect, provided that the Union is notified of the proposed change at least thirty (30) days prior to implementation.

SECTION 2. The Town will provide each employee and dependent who elects coverage with the following insurance or its equivalent:

- a. A ~~Preferred Provider Organization (“PPO”) option as described in Exhibit C,~~ a (1) Health Maintenance Organization (“HMO”) option as described in Exhibit C, or (2) a High Deductible Health Plan/Health Savings Account (“HDHP/HSA”) option as described in Exhibit C. ~~Effective July 1, 2018 the PPO option will no longer be available.~~

Both plans shall utilize (1) Cigna Pharmacy Management Essential Protection Drug Utilization Management Package; and (2) Health Matters Care Management (from Basic Low) to Preferred Model.

- b. ~~CIGNA Dental Coverage (Group Plan #0320442-03).~~ The Town reserves the right to change dental insurance carriers provided that coverage under the new plan is substantially equivalent to coverage presently in effect including access to dental care providers, and further provided that the Union is notified of the proposed change at least thirty (30) days prior to implementation.
- c. ~~Term Life Insurance (employee only) will be provided to each employee in the amount of \$5,000 paid by the Town. Additional coverage of up to twice the employee's annual salary minus \$5,000 (Supplemental Life Coverage) may be provided to employees, subject to the terms of The Group Insurance Policy policy issued by Hartford Life to The Town of Simsbury as described in the booklet provided to employees and provided that the employee enrolls and pays 20% of the premium cost for the amount above \$5,000.~~

Term Life Insurance coverage is available to full-time employees up to two times the employee's base annual earnings, rounded to the next higher \$1,000. The first \$5,000 of coverage is paid by the Town (referred to as "basic coverage"). The employee may elect additional coverage of either one or two times their base annual earnings (minus the basic coverage) and are responsible for 20% of any additional coverage cost.

- d. ~~Effective July 1, 2003, the~~ Long-term disability benefit coverage (employee only) ~~after the six month waiting period, shall be equal to sixty percent (60%) of the employee's salary.~~ is available to full-time employees. Coverage shall be paid by the Town. An employee who meets the definition of disability and provisions of the LTD policy, as determined by the insurance company, may receive up to 60% of their pre-disability earnings (reduced by deductible income) for the duration that the employee remains disabled. As an insured product, benefits are paid by the insurer. A (180) calendar day waiting period beginning from the date of disability applies before benefits may commence.

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

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

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

- e. Employee Assistance Program. The Town shall offer members of the bargaining unit participation in the Child and Family Services Employee Assistance Program. The Town will fund the cost of the Child and Family Services EAP Program.

f. Health Incentive Program

The Town will introduce an optional wellness program designed to help employees better manage their own health. Employees who choose to participate in the program will receive:

1. a one-time financial incentive payment of \$100 for participating in the wellness program. Participation in the program shall include participation in an onsite confidential health evaluation conducted by the wellness provider (to include provision, by the employee, of a medical history and participation in a blood pressure reading and a blood draw as determined by the wellness provider); and
2. in the second year of the program and all subsequent years covered by this agreement, for those employees who maintain participation in the wellness program and meet the employee-specific health goals established by the wellness program provider, a health care premium rate 2% lower than the applicable premium rate set forth below.

The Town shall not be provided with any employee-specific health, medical or genetic information by the wellness provider. Both the Town and the wellness provider shall comply with all federal and state laws, including but not limited to ADA, GINA, and HIPAA, prohibiting the unauthorized disclosure of employee medical and genetic information. The wellness provider shall be permitted to provide the Town with aggregate data designed to help the Town identify the health needs of the workforce, the need for specific health improvement programs and the measurable return the program offers to the Town and its employees.

The Town will also provide eligible family members coverage for any employee who elects such coverage under Section 2, paragraphs a, b, and e above.

g. Employee Contributions

Current employee contribution to medical and dental insurance premium costs, for the coverage elected by the employees and their eligible dependents, shall be as follows:

- Employees ~~hired prior to July 1, 2006 and paying 16% as of June 30, 2016~~ shall contribute the following percentage of insurance premium costs of the HMO plan:
 - ~~Effective July 1, 2017: seventeen percent (17%)~~
 - ~~Effective July 1, 2018: eighteen percent (18%)(HMO only — PPO is discontinued)~~
 - ~~Effective July 1, 2019: nineteen percent (19%)(HMO only — PPO is discontinued)~~
 - Effective June 30, 2020: twenty percent (20%)(HMO only — PPO is discontinued)
- Employees participating in the HDHP/HSA option shall pay a fifteen percent (15%) insurance premium.

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- ~~• Employees hired on or after July 1, 2006 shall continue to pay twenty percent (20%) of insurance premium costs, with the exception of the fifteen percent (15%) insurance premium for the HDHP/HSA.~~

Part-time employees may join the group insurance plans except long-term disability, with the Town paying fifty percent (50%) of the premiums for the employees, not dependents, of those who choose to join. Dependents may be included in health insurance coverage with the employee paying one hundred percent (100%) of dependent's premium.

Employee co-pay shall be eligible for Section 125 deductions through weekly payroll deductions.

- h. For employees enrolled in the HDHP plan, the Town will fund into the employee's Health Savings Account (HSA) the following amounts towards the annual deductible based on the employee's level of coverage (i.e. 1 person, 2 person/family):
 - Half of the \$2,000 or \$4,000 deductible based on the employee's level of coverage. The Town's contribution toward the deductible shall be made in two equal payments, in aggregate totaling 50% of the deductible: One payment will be made in in July and the other in January.

The amount of the Town's contribution towards the deductible for new hires or employees that enroll in the HDHP plan due to a qualifying event or open enrollment will be prorated based upon the month that coverage in the plan begins. For example, if a new hire enrolls in the plan for single coverage on September 1, 2019, they would receive a pro-rated contribution from the Town for the fiscal year as follows: Annual town contribution amount, divided by twelve months, multiplied by ten months in the plan = total pro-rated contribution $((\$1,000/12)*10) = \833.33 .

h i. Credit for Declination of Health Care Coverage.

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

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Employees who elect to retire and receive retirement plan benefits prior to attaining the age of sixty-two (62) may elect to opt out of the health insurance plan and receive a lump sum payment equivalent to \$1,000 for each full year and a prorated amount of \$1,000 for each partial year until the employee attains the age of sixty-two (62), provided that the employee provides evidence of other health insurance at the time of retirement. An employee who declines health care under this provision may re-enter the health plan at age sixty-two (62), provided that the employee can demonstrate continuous health insurance coverage for the period the employee did not participate in the town's health insurance.

SECTION 3. The Town of Simsbury shall indemnify and save harmless employees pursuant to C.G.S. 7-465 for damages because of wrongful acts which result in personal injury, bodily harm or property damage caused by an occurrence and arising out of the performance of the employee's duties. The Town shall provide for the defense of the employee. The Town will also be liable for all judgments and settlements in any lawsuits providing the employee is acting within the scope of the law and regulation.

SECTION 4. During an employee's absence under the Town's disability plan or Workers' Compensation, the Town continues to pay the employee's fringe benefits. It is the employee's responsibility to continue payment for any contributory portion of benefits.

ARTICLE XV

PENSION PLAN/DEFERRED COMPENSATION/RETIREE HEALTH BENEFITS

SECTION 1. Pension ~~Defined Benefit Plan~~

~~All~~ Employees in the bargaining unit who were hired prior to ~~the ratification of this agreement~~ **October 18, 2016** and who meet the eligibility requirements of the ~~plan (the "Participants") are covered by the town's Pension Plan:~~ Town of Simsbury Retirement Income Plan, as amended and restated, effective as of July 1, 2015, **and who participate in the Defined Benefit Plan as follows:**

A. Participant Contributions: Effective upon the execution of this ~~a~~ Agreement, Participants shall increase their contributions to the **Defined Benefit Pension Plan** according to the following schedule and the pension plan shall be amended accordingly:

- ~~1. Effective July 1, 2017 Participants contributing four percent (4%) of base wages shall increase their contributions to four and a half percent (4.5%).~~
- ~~2. Effective July 1, 2018 Participants contributing four and a half percent (4.5%) of base wages shall increase their contributions to five percent (5%).~~

1. **Employees hired on or before September 4, 2013 shall:**

- a. **Upon ratification, contribute 5.75% of their base wages.**
- b. **Effective July 1, 2021, employees shall contribute 6.5% of their base wages.**
- c. **Effective July 1, 2022, employees shall contribute 7% of their base wages.**

2. Employees hired after September 4, 2013 and prior to ~~the ratification date of this agreement~~ **October 18, 2016** who elected to participate in the Defined Benefit ~~Plan~~ **Plan** shall contribute seven percent (7%) of base wages. ~~Participants currently contributing seven percent (7%) of base wages shall continue to contribute at that level.~~

a. ~~Effective July 1, 2020, employees hired after September 4, 2013 and prior to October 18, 2016 shall contribute eight percent (8%) of base wages.~~

B. Participant Retirement Dates: The ~~Defined Benefit Plan~~ **Plan** shall be amended to permit Participants to retire upon reaching the age of sixty-two (62), or when the Participant's age and Credited years of Service are equal to or greater than eight-five (85), without an early retirement penalty.

SECTION 2. Defined Contribution Plan

Employees hired after ~~the ratification date of this contract~~ **October 18, 2016** shall participate in the Town of Simsbury's Defined Contribution Plan. Such employees are required to contribute five percent (5%) of base wages into the defined contribution plan. Employees have the option of contributing additional amounts into the plan up to the maximum amount allowable by law. The employer shall make matching contribution of seven percent (7%) at no cost to the employee. There shall be a rolling five (5) year vesting period for employer contributions, provided that all employer contributions shall vest upon the completion of the fifth year and thereafter.

SECTION ~~2~~ 3. Retiree Health Benefits

A. Employees who are **retirement** eligible and who retire (which shall be defined as separating from employment with the town and commencing receipt of retirement benefits under the town's Pension Plan, or separating from employment with the town after the employee's age and Credited Years of Service are equal to or greater than eighty-five (85)) before age 62, **with at least a minimum of ten (10) years of continuous eligible service**, have the option of remaining on the town's group health coverage at their own expense. Alternatively, an employee who retires before the age of 62 may elect to leave the health plan and re-enter the health plan upon attaining age 62. Employees who elect to leave the plan under this provision are entitled to a credit for declination of insurance as set forth in Article XIV, Section 2.h. Employees may not elect to leave the plan and re-enter the health plan except as provided above. At age 62, the town begins providing payment for a retired employee's health coverage provided the retired employee has never left the plan or re-enters the plan as provided above, and that coverage has not been discontinued for other reasons, **and the retiree has at least a minimum of ten (10) years of continuous service. If the insurance carrier rejects the continuance of any Simsbury retiree as a member of the group, the town will not be held liable for continuing in any other manner.** Upon reaching age 65, the town provides supplemental insurance coverage. Those retiring after 1/1/92 will pay twenty-five percent (25%) of the premium charged to the town. Retirees pay one hundred percent (100%) for spouse and dependents' coverage. **For retirees enrolled in the HDHP plan, the Town will not make any payment or contribution towards the deductible for that plan.**

B. Contribution to Other Post Employment Benefits (“OPEB”) Trust.

- i. Retirement eligible ~~E~~employees hired after ~~the date of execution of this contract~~ **October 18, 2016** shall contribute to the town’s OPEB Trust for a period of 10 years, commencing on their date of hire, according to the following schedule:
 - a. ~~From date of hire until July 1, 2017, one and a half percent (1.5%) of base wages.~~

From July 1, 2017 until the expiration of the 10 year period, two percent (2.0%) of base wages.
- ii. Employees hired on or before ~~the effective date of this contract~~ **October 18, 2016** shall contribute to the town’s OPEB Trust for a period of ten (10) years. Contributions shall be made according to the following schedule of percentages:
 - a. ~~Effective September 1, 2014, one half percent (0.50%) of base wages;~~
 - b. ~~Effective January 1, 2016, one percent (1.0%) of base wages; and~~
 - c. ~~Effective June 30, 2016, one and a half percent (1.5) of base wages.~~

Effective July 1, 2017, two percent (2.0%) of base wages.
- iii. An employee with less than ~~five (5)~~ **ten (10)** years of **retirement eligible** service is not entitled to any retiree health benefit, and ~~is not entitled to a refund of~~ **shall be refunded** the employee's OPEB contributions if the employee’s ~~service with the Town is terminated voluntarily separates from service with the town.~~ An employee with ~~five (5)~~ **ten (10)** years or more of **pension eligible** service with the town is entitled to a one hundred percent (100%) refund of the employee’s actual contribution only if the employee (1) does not elect retiree health coverage; or (2) is not entitled to retiree health coverage for any other reason.
- iv. Once the OPEB Trust is fully funded (as defined by the town’s actuaries), the parties agree to negotiate a potential modification of the OPEB contributions.

SECTION 3. Retired Town employees have the option to remain on the Town’s group dental coverage at their own expense and also pay for continuing dental coverage for spouse and dependents.

SECTION 4. Federal law requires that employers sponsoring group health insurance plans offer employees and their families the opportunity for continuation coverage at group rates in certain instances where coverage would otherwise end. An employee who loses medical or dental coverage as a result of a reduction in hours or termination of employment (other than gross misconduct) may receive continued coverage at their own expense for eighteen (18) months; the maximum coverage period is thirty-six (36) months for any other qualifying event.

SECTION 5. Deferred Compensation

All eligible employees may participate in the Deferred Compensation Plan in accordance with applicable federal and state laws.

ARTICLE XVI
COMPENSATION

SECTION 1. Salary Rates

- A. The salary plan for full-time employees in Appendix A shows the hourly rates of compensation. Effective July 1, 2016 the first step of the wage scale for the Fiscal 2015-2016 year shall be eliminated and a new top step shall be added as set forth in Appendix A.
1. Employees hired at the first step shall advance to the second step on the six month anniversary of hire, which shall become the “anniversary date” for compensation purposes. An employee shall be placed on the next higher step above his/her current salary, effective upon the employee’s anniversary date.
 2. An employee shall advance one (1) step on his/her anniversary date, until an employee reaches the top step.
 3. Each step except the first step represents one (1) year of employment with the town.
- B. Effective and retroactive to July 1, ~~2016-2019~~: all employees shall be paid at the new value of their current step as reflected in the revised Appendix A, with the differential between the new and the old value of that step payable retroactive to July 1, ~~2016-2019~~. Employees shall continue to step according to the normal schedule of advancement set forth above.
- ~~Effective July 1, 2017: 2.0% increase~~
~~Effective July 1, 2018: 2.0% increase~~
- Effective July 1, 2019: 2.25% increase
Effective July 1, 2020: 2.35% increase
Effective July 1, 2021: 2.35% increase
Effective July 1, 2022: 2.25% increase

SECTION 2. Rate of Pay on Transfer or Demotion

When an employee is transferred from a position in one grade to a position in the same grade at the same level, he/she continues to be paid at the lower rate. When an employee is demoted to a lower grade which is closest, but not to exceed the former salary rate.

SECTION 3. Rate of Pay on Promotion

When an employee is promoted, his/her salary shall be in accordance with Appendix A on an appropriate step representing at least a five percent (5%) increase.

SECTION 4. Rate of Pay on Temporary Reassignment

Bargaining unit employees assigned to higher rated positions in bargaining unit for a period in excess of eight (8) consecutive hours shall be paid the higher rate. Temporary assignments shall not exceed thirty (30) days except by mutual agreement.

When bargaining unit employees are assigned to perform the duties and responsibilities of a supervisor, who is not a member of the bargaining unit, such bargaining unit employees shall be paid at the supervisor's rate of pay during the period he/she performs such supervisory duties. All such assignment of bargaining unit employees to perform the duties of a supervisor must be approved in advance and in writing by the **Town Manager First Selectman**. If the supervisor's rate of pay is less than the bargaining unit employee's regular rate of pay, then the bargaining unit employee shall receive the higher rate.

SECTION 5. Authorized Leave

When absent because of authorized sick or vacation leave, each employee is paid at the regular rate.

SECTION 6. Reserve/Military Duty

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

SECTION 7. Payroll Deductions

Payroll deductions are taken from salary as required by law or requested by the employee on a weekly basis. These include, but are not limited to:

- A. Employee Union/ Association Dues
- B. Pension and Deferred Compensation as noted in Sections 6.7 and 6.8
- C. Credit Union- Employees are eligible to join the Capitol Region Federal Credit Union and to request from the Finance Department that deductions be made from paychecks and automatically be deposited in their Credit Union accounts.
- D. And any other mutually agreeable payroll deductions.

SECTION 8. Employees shall be paid on a weekly basis., **and the Town will continue to provide direct deposit of pay checks. All employees hired after the ratification date of this agreement will be required to utilize direct deposit.**

ARTICLE XVII
DISCIPLINARY ACTION

SECTION 1. Disciplinary Action

No employee shall be disciplined without just cause.

Ordinarily, disciplinary action for full-time and permanent part-time employees is a four-stage process, except in the case of a serious offense. The **Town Manager** ~~First Selectman~~ may depart from the following order or omit steps where warranted by the nature of the offense. The four stages are as follows:

- A. Oral Reprimand- The supervisor gives the employee a verbal warning for poor job performance. At this time, the supervisor outlines the specific problems and areas that need to change, and informs the employee of further disciplinary action in the case of continued poor performance. Oral reprimands are documented by the supervisor and placed in the employees personnel file with a copy to the employee and the Union.

- B. Formal Reprimand- The supervisor gives the employee a formal reprimand in writing and places it in the individual's personnel file. The written reprimand includes the date and description of the incident, reference to the personnel policy which is violated, and statement of further disciplinary action should the situation not improve, and is to be signed by the employee, with a copy given to the employee and the Union.

- C. Suspension- The supervisor may remove the employee from his job and suspend him/her with or without pay with the signed approval of the Department Head and **Town Manager** ~~First Selectman~~ for a period not to exceed thirty (30) days. A written memorandum outlines the circumstances leading to the suspension and set goals for improvement. It is reviewed with and signed by the employee and permanently placed in the employee's personal file with a copy to the employee and the Union.

- D. Dismissal or Demotion- If previous discipline has not resulted in the required improvement, or when the misconduct is serious enough to warrant this action, the **Town Manager** ~~First Selectman~~ may dismiss or demote the employee. The basis for dismissal or demotion is summarized in a letter of dismissal or demotion to the employee, with approval of the Department Head and the **Town Manager** ~~First Selectman~~ with a copy of such action to the employee and the Union.

Prior to dismissal, an employee shall be granted a hearing before his/her supervisor and/or the **Town Manager** ~~First Selectman~~. The department head and/or the **Town Manager** ~~First Selectman~~ will conduct a hearing within a reasonable time, the employee is entitled to Union representation at any time he/she believes discipline may be issued.

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SECTION 2. Each employee has the right to review his/her personnel file and to request copies of materials contained in it. Employees have the right to respond in writing to any material contained in their file.

SECTION 3. Employees will be given a copy of any written complaint and findings verified after investigation by the Town when it is placed in the employee's personnel file.

SECTION 4. The Union and Town agree that when a grievance has been resolved in the employee's favor, discipline shall be removed pursuant to F.O.I. regulations. If, for any reason, the chief record keeper refuses to grant destruction, said record shall be removed from the employee's file to a separate file and shall not be used for future discipline.

ARTICLE XVIII
GENERAL PROVISIONS

SECTION 1. No changes can be made to this contract without the consent of the bargaining unit.

SECTION 2. All prior rights and benefits not specifically mentioned in this contract shall remain in effect unless negotiated by the parties pursuant to the Municipal Employee Relations Act.

SECTION 3. The term of this contract is for five years effective July 1, 2012 to June 30, 2016.

SECTION 4. On-Call Duty

Highway crew leaders who are assigned to be on-call during the snow removal season and WPCA Operators who are assigned to be on-call shall be paid eight (8) hours of pay at the rate of one and one-half (1 ½) times their regular rate of pay for each week of on-call duty and shall be further compensated for all hours worked as a result of on-call assignments in accordance with Article XIII, Section 3.

SECTION 5. The Town shall provide bulletin board space for the Union in designated areas for the posting of notices concerning Union business and activity.

SECTION 6. The Town shall give each employee a copy of this Agreement.

SECTION 7. Any employee who is required by the Town to attend any training session or conference shall be reimbursed any expenses approved in advance associated with said training session or conferences.

SECTION 8. The Town shall supply the Union with a seniority list for the bargaining unit which includes classification and rates of pay as of July 1 of each year.

SECTION 9. The Union and the Town recognize the right of employees to work in an environment free from discrimination, coercion, or intimidation. An employee, and at the

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employee's option, his or her Union representative, may bring a discrimination complaint to the attention of the Town. The parties recognize that employees have remedies at law for such discrimination, and therefore no dispute under this section may be submitted to grievance arbitration.

SECTION 10. When the context so requires, the masculine gender shall include the feminine and the feminine shall include the masculine.

SECTION 11. The Union's business representative shall be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with the operation of the department. It is agreed that the Union business representative will report to the department head before talking to bargaining unit members.

SECTION 12. If there is any previously adopted personnel policy, rule or regulation of the Town which is in conflict with any provision of the Agreement, said Agreement provision shall prevail during the term of this Agreement.

SECTION 13. Upon the death of an employee all compensation due in accordance with this contract is paid to the estate of the employee, except for such sums as by law may be paid to the surviving spouse.

SECTION 14. Reimbursement for Courses- Conditions

The following are conditions to reimbursement by the Town for any course or training program:

A. Request in writing to the ~~Department Head~~ **Town Manager's Office** stating the name of the course and cost, **including the cost of required study materials.**

~~B. Prior approval by the Department Head and First Selectman.~~

C. No more than two courses per year, **up to a maximum benefit of \$3,000**, unless the course or training is required by the Town.

D. Course must be work-related or considered an asset to the job function.

E. Course must be successfully completed for reimbursement, **a 'C' level grade or above or certificate to prove completion.**

F. ~~Courses necessary to meet requirements of the Town shall be fully paid and reimbursed by the Town.~~ **Reimbursement will be at the rate of 100%, not to include fees.**

SECTION 15. Vehicle Use

The parties agree that the crew leaders of the Highway Department shall have use of Town-owned vehicles for transportation home and to work.

All other employees of the bargaining unit shall be compensated at the current I.R.S. reimbursement rate per mile for use of personal vehicles for any Town authorized duty or function.

SECTION 16. Maintainer Positions

An employee who has held the position of Maintainer I for at least five years shall be moved to Maintainer II, provided that (1) the employee “meets standards” on the employee’s performance review; (2) the employee has demonstrated competence in all aspects of the Maintainer I position; and (3) the employee has had no disciplinary actions for the preceding three (3) years.

ARTICLE XIX
MANAGEMENT RIGHTS

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

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

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- H. To establish, amend, abolish and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with Town requirements;
- I. To determine the content of job classifications and/or positions and to ensure that incidental duties connected with Town operations, whether enumerated in a job description or not, shall be performed by employees;
- J. To fulfill all of the Town's legal responsibilities.

ARTICLE XX
JOB DESCRIPTIONS

SECTION 1. Copies of each job description shall be on file with the Town and given to the Union, and shall be given to each unit employee upon the request of the employee. Any future changes will be sent to the employees and to the Union.

ARTICLE XXI
SAVINGS CLAUSE

SECTION 1. The Town and the Union agree that if any provision of this Agreement is determined to be unlawful by a court or legal agency of competent jurisdiction or by legislative enactment, such decision shall apply only to such specific provision which shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect consistent with prevailing principles of contract interpretation.

ARTICLE XXII
HEALTH, SAFETY AND PROTECTIVE CLOTHING

SECTION 1. The parties agree to establish a Safety Committee consisting of at least two (2) Union representatives and at least two (2) Management representatives (equal representation shall be maintained). The Committee shall meet as necessary but no less than once every six (6) months.

SECTION 2. The Town shall provide, at no cost to the employee, flu shots in the winter ~~and poison ivy shots in the spring~~. The Town shall also provide tetanus shots and poison ivy lotion at no cost to the employee.

~~SECTION 3. The Town agrees to the establishment of a safe driving bonus plan to promote the safe use of Town vehicles and equipment. This program would award employees spending the majority of their working hours driving Town vehicles. This Section shall apply to all bargaining unit employees so long as driving is in their job description.~~

- ~~a. For each five (5) consecutive years of accident free driving the employee shall be awarded a day off with pay and a fifty dollar (\$50.00) savings bond.~~

~~Accidents in which the other person is at fault or accidents regarding mail box damage where the plow had no contact shall not be charged against the driver.~~

SECTION 3 4. During emergencies, when employees are required to work for extended periods, employees shall not be required to work more than sixteen (16) consecutive hours. Such sixteen (16) hours period includes the employee's normal work period for such employee.

Each employee shall be granted a minimum four (4) hour rest period (after such sixteen (16) hour period) at the applicable premium rate, if the employee is required to return to service within the next eight (8) hour period following the sixteen (16) consecutive hours worked.

Employees shall be granted a one-half (1/2) hour paid break after each twelve (12) consecutive hours worked (including the employee's regular work period). Such one-half (1/2) hour break shall not constitute a break for defining a sixteen (16) hour consecutive work cycle.

Such breaks and rest periods shall continue for each successive twelve and/or sixteen hour work cycle as mentioned above.

SECTION 4 5. Subject to safety considerations, snow and ice removal or emergency overtime work will be offered to all available bargaining unit employees who are qualified to perform the job before outside sources may be used.

SECTION 5 6. CDL Examinations. Employees who operate CDL vehicles for the Town will be reimbursed up to \$150 per DOT physical. Employees will arrange to have their DOT physicals on their own time (which may include compensatory time off or vacation time). The employee is responsible for scheduling and maintaining a valid Medical Examiner's Certificate (B-328) and will be required to provide a copy of the B-328 Certificate to their Department Supervisor prior to reimbursement being issued.

ARTICLE XXIII EMPLOYEE RIGHTS AND PRESENTATION

SECTION 1. Employees have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or representative or otherwise.

ARTICLE XXIV WORKING RULES AND DIRECTIVES

SECTION 1. All copies of written working rules and written directives of the Town affecting the working conditions of the employees of the bargaining unit shall be provided to the Union by the Town. Any changes in the rules or directive shall be negotiated with the Union to the extent required by law.

ARTICLE XXV
DURATION OF AGREEMENT

SECTION 1. This Agreement shall take effect on July 1, ~~2019~~2016 and shall remain in effect until June 30, ~~2023~~ 2019.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this ____ day of ~~October~~December, ~~2016~~ 2020 by their duly authorized representatives.

TOWN OF SIMSBURY

LOCAL 2945 OF COUNCIL 4
AFSCME, AFL-CIO

First Selectwoman Town Manager

President

Bargaining Committee Spokesman

Bargaining Committee Member

Staff Representative, AFSCME Council 4

Appendix A

~~WAGE SCALE—Effective July 1, 2016~~

		STEPS							
		1	1	2	3	4	5	6	7
GRADES	1	17.19	18.90	19.57	20.25	20.95	21.72	22.45	23.23
	2	17.97	19.73	20.42	21.16	21.88	22.64	23.44	24.26
	3	18.79	20.64	21.37	22.12	22.88	23.70	24.52	25.37
	4	19.66	21.56	22.33	23.10	23.91	24.75	25.59	26.48
	5	20.63	22.58	23.33	24.14	24.98	25.85	26.77	27.71
	6	21.48	23.55	24.38	25.25	26.11	27.03	27.98	28.96
	7	22.48	24.61	25.48	26.40	27.33	28.26	29.25	30.28
	8	23.52	25.75	26.63	27.56	28.54	29.53	30.58	31.65
	9	24.59	26.89	27.86	28.80	29.83	30.85	31.84	32.96
	10	25.74	28.12	29.11	30.14	31.19	32.26	33.38	34.55

Part-Time

T1- 16.76

T2- 19.58

~~WAGE SCALE—Effective July 1, 2017—2.00%~~

		STEPS						
		1	2	3	4	5	6	7
GRADES	1	19.28	19.96	20.66	21.37	22.15	22.89	23.70
	2	20.13	20.83	21.59	22.32	23.10	23.91	24.75
	3	21.05	21.80	22.57	23.33	24.17	25.01	25.88
	4	21.99	22.78	23.56	24.38	25.24	26.10	27.01
	5	23.03	23.80	24.62	25.48	26.37	27.31	28.26
	6	24.02	24.87	25.75	26.63	27.57	28.54	29.54
	7	25.11	25.99	26.92	27.87	28.82	29.84	30.88
	8	26.27	27.16	28.11	29.11	30.12	31.19	32.28
	9	27.43	28.41	29.37	30.42	31.46	32.48	33.62
	10	28.69	29.69	30.74	31.81	32.91	34.05	35.24

Part-Time

T1- 17.09

T2- 19.97

~~WAGE SCALE—Effective July 1, 2018—2.00%~~

		STEPS						
		1	2	3	4	5	6	7
GRADES	1	19.67	20.36	21.07	21.80	22.59	23.35	24.17
	2	20.53	21.25	22.02	22.77	23.56	24.39	25.24
	3	21.48	22.24	23.02	23.80	24.65	25.51	26.40
	4	22.43	23.24	24.03	24.87	25.75	26.62	27.55
	5	23.49	24.27	25.11	25.99	26.90	27.85	28.83
	6	24.50	25.37	26.27	27.16	28.12	29.11	30.13

7	25.61	26.51	27.46	28.43	29.40	30.43	31.50
8	26.80	27.71	28.67	29.70	30.72	31.82	32.93
9	27.98	28.98	29.96	31.03	32.09	33.13	34.29
10	29.26	30.28	31.36	32.45	33.57	34.73	35.94

Part-Time

T1	17.43
T2	20.37

WAGE SCALE - Effective July 1, 2019 - 2.25%

STEPS

		1	2	3	4	5	6	7
GRADES	1	20.11	20.82	21.55	22.29	23.10	23.88	24.71
	2	20.99	21.72	22.51	23.28	24.09	24.94	25.81
	3	21.96	22.74	23.54	24.34	25.21	26.08	26.99
	4	22.94	23.76	24.57	25.43	26.33	27.22	28.17
	5	24.02	24.82	25.68	26.57	27.50	28.48	29.48
	6	25.06	25.94	26.86	27.78	28.75	29.76	30.81
	7	26.19	27.10	28.08	29.07	30.06	31.12	32.21
	8	27.40	28.33	29.32	30.37	31.41	32.53	33.67
	9	28.61	29.64	30.64	31.73	32.81	33.87	35.06
	10	29.92	30.97	32.06	33.18	34.32	35.51	36.75

Part-Time

T1	17.83
T2	20.83

WAGE SCALE - Effective July 1, 2020 - 2.35%

STEPS

		1	2	3	4	5	6	7
GRADES	1	20.58	21.31	22.05	22.81	23.64	24.44	25.29
	2	21.49	22.23	23.04	23.82	24.66	25.52	26.42
	3	22.47	23.27	24.09	24.91	25.80	26.69	27.63
	4	23.47	24.32	25.15	26.03	26.95	27.86	28.84
	5	24.58	25.40	26.28	27.20	28.15	29.15	30.17
	6	25.64	26.55	27.49	28.43	29.43	30.46	31.53
	7	26.80	27.74	28.74	29.75	30.77	31.85	32.96
	8	28.04	28.99	30.01	31.08	32.15	33.30	34.46
	9	29.28	30.33	31.36	32.48	33.59	34.67	35.88
	10	30.62	31.69	32.81	33.96	35.13	36.35	37.62

Part-Time

T1	18.24
T2	21.32

WAGE SCALE - Effective July 1, 2021 - 2.35%

		STEPS						
		1	2	3	4	5	6	7
GRADES	1	21.07	21.81	22.57	23.35	24.20	25.01	25.89
	2	21.99	22.76	23.58	24.38	25.24	26.12	27.04
	3	23.00	23.82	24.66	25.49	26.41	27.32	28.28
	4	24.03	24.89	25.74	26.64	27.58	28.52	29.51
	5	25.16	26.00	26.90	27.84	28.81	29.84	30.88
	6	26.25	27.17	28.13	29.10	30.12	31.18	32.27
	7	27.43	28.39	29.42	30.45	31.49	32.60	33.74
	8	28.70	29.68	30.71	31.81	32.91	34.08	35.27
	9	29.97	31.04	32.09	33.24	34.37	35.48	36.73
	10	31.34	32.44	33.59	34.76	35.95	37.20	38.50

Part-Time

T1	18.67
T2	21.82

WAGE SCALE - Effective July 1, 2022 - 2.25%

		STEPS						
		1	2	3	4	5	6	7
GRADES	1	21.54	22.30	23.08	23.87	24.74	25.58	26.47
	2	22.49	23.27	24.11	24.93	25.80	26.71	27.65
	3	23.52	24.35	25.21	26.07	27.00	27.93	28.91
	4	24.57	25.45	26.32	27.24	28.20	29.16	30.18
	5	25.73	26.59	27.51	28.46	29.46	30.51	31.57
	6	26.84	27.78	28.77	29.75	30.80	31.88	33.00
	7	28.05	29.03	30.08	31.14	32.20	33.33	34.50
	8	29.35	30.34	31.40	32.53	33.65	34.85	36.07
	9	30.65	31.74	32.82	33.99	35.15	36.28	37.55
	10	32.05	33.17	34.34	35.54	36.76	38.04	39.37

Part-Time

T1	19.09
T2	22.31

Town of Simsbury Benefit Comparison Chart
AFSCME

Benefit Provision		HMO	HDHP	
		In Network	In Network	Out of Network
1	Deductible	NA	Individual: \$2,000 / Family: \$4,000 Deductible costs you pay accumulate for all combined in and out of network benefits. All family members contribute to the family maximum. Pharmacy and medical expenses apply to the maximum. Health Savings Account Contribution: The Town contributes 50% of the deductible requirement.	
2	Out of Pocket Maximum	Individual: \$6,350 Family: \$12,700 Only expenses for in-network costs apply. Copays apply to the maximum. Out of network costs do not apply to the maximum.	Individual: \$5,000 / Family: \$10,000 Out of pocket maximums accumulate for all combined in and out of network benefits. All family members contribute to the family maximum. Pharmacy and medical expenses apply to the maximum.	
3	PCP Office Visit	\$15 \$20 Copay per visit, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
4	Specialist Office Visit	\$15 \$20 Copay per visit, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
5	Preventative Care	No cost - Plan pays 100%	No cost - plan pays 100%	Plan pays 80% after deductible
6	Pharmacy - Retail 30 day supply	\$5/\$10/\$20 \$10/\$20/\$40 for Generic/preferred brand / non-preferred brand	\$5/\$10/\$20 \$10/\$20/\$40 Plan pays for Generic/preferred brand / non-preferred brand after deductible	Retail - Plan pays 80% after deductible
7	Pharmacy - Home Delivery & Retail 90 day supply	\$10/\$20/\$40 \$20/\$40/\$80 for Generic/preferred brand / non-preferred brand	\$10/\$20/\$40 \$20/\$40/\$80 Plan pays for Generic/preferred brand / non-preferred brand after deductible	Not covered
8	Second Surgical Opinion	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
9	Surgery in Physician Office	\$15 \$20 Copay per visit, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
10	Allergy Injections and Serum dispensed in the Physician Office	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
11	Inpatient Hospital	\$250 \$300 per admission copay , then plan pays 100%	Plan pays 100% after deductible including Lab & X-Ray and advanced radiology services as part of stay, maternity delivery facility charges	Plan pays 80% after deductible including Lab & X-Ray and advanced radiology services as part of stay maternity delivery facility charges

Town of Simsbury Benefit Comparison Chart
AFSCME

Benefit Provision		HMO	HDHP	
		In Network	In Network	Out of Network
12	Inpatient Hospital Physician Visit	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
13	Inpatient Radiologists, Pathologist, Anesthesiologists	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
14	Multiple Surgical Reduction	Multiple surgeries in one session - payment reduced to 50% of least expensive procedure	Multiple surgeries in one session - payment reduced to 50% of least expensive procedure	
15	Outpatient Facility Services	\$100 \$150 per facility visit copay, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
16	Outpatient Radiologists, Pathologist, Anesthesiologists	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
17	Short Term Pulmonary, Cognitive, Physical, Speech, Occupational, Cardiac, Chiropractic Care	\$15 \$20 Copay per visit, then plan pays 100% - all services in this category accumulate subject to 90 day combined maximum per calendar year	Plan pays 100% after deductible; all services in this category accumulate subject to 90 day combined maximum per calendar year (in & out of network)	Plan pays 80% after deductible; all services in this category accumulate subject to 90 day combined maximum per calendar year (in & out of network)
18	Home Health Care including Outpatient Private Duty Nursing	Plan pays 100% limited to 16 hours per day and unlimited number of days	Plan pays 100% after deductible; limited to 16 hours per day (combined in & out of network)- unlimited number of days	Plan pays 80% after deductible; limited to 16 hours per day - (combined in & out of network) - unlimited number of days
19	Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility	Plan pays 100% all services in this category accumulate subject to 120 day combined maximum per calendar year	Plan pays 100% after deductible; all services in this category accumulate subject to 120 day combined maximum per calendar year (in & out of network)	Plan pays 80% after deductible; all services in this category accumulate subject to 120 day combined maximum per calendar year (in & out of network)
20	Durable Medical Equipment (DME)	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
21	External Prosthetic Devices (EPA)	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
22	Hearing Aids	Covered for children under age 13 only. Plan pays 100%	Covered for children under age 13 only. Plan pays 100% after deductible	Covered for children under age 13 only. Plan pays 80% after deductible

Town of Simsbury Benefit Comparison Chart
AFSCME

Benefit Provision	HMO	HDHP	
	In Network	In Network	Out of Network
23 Routine Vision Exam	Plan pays 100%. Limited to one exam every 12 months	Plan pays 100%. Limited to one exam every 12 months	Plan pays 80% after deductible Limited to one exam every 12 months
24 Lab and X-Ray in Physician Office, Outpatient Facility and Independent Lab	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
25 Emergency Room, Urgent Care & Emergency Care	<u>Emergency Room</u> - \$50 \$100 copay waived if admitted; <u>Urgent Care Facility</u> - \$10 \$25 copay; <u>Emergency Care in physicians office</u> - \$15 \$20 copay; then plan pays 100%	Plan pays 100% after deductible, includes advanced radiology	Plan pays 100% after deductible includes advanced radiology
26 Advanced Radiology (MRI, MRA, CAT, PET Scan)	Plan pays 100%	Plan pays 100% after deductible for services provided in Physician Office, Outpatient Facility	Plan pays 80% after deductible for services provided in Physician Office, Outpatient Facility
27 Ambulance (Emergency Only)	Plan pays 100%	Plan pays 100% after deductible	Plan pays 100% after deductible
28 Maternity	<u>Initial visit and global OBGYN & Specialist fee</u> - \$15 \$20 copay then plan pays 100% ; <u>Prenatal, postnatal, office visits, physician delivery charges</u> - plan pays 100%	Plan pays 100% after deductible includes initial, prenatal, postnatal, office visits, physician delivery charges, OBGYN and Specialist global fee	Plan pays 80% after deductible includes initial, prenatal, postnatal, office visits, physician delivery charges, OBGYN and Specialist global fee
29 Hospice	Plan pays 100% includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 100% after deductible includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 80% after deductible includes inpatient Hospital, outpatient, and other healthcare facilities
30 Bereavement Counseling	Plan pays 100% includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 100% after deductible includes inpatient hospital, outpatient, and other healthcare facilities	Plan pays 80% after deductible includes inpatient hospital, outpatient, and other healthcare facilities
31 Abortion (Elective and non-elective)	<u>Physicians Office</u> - \$15 \$20 copay; <u>Inpatient Facility</u> - \$250 \$300 per admission copay; <u>Outpatient Facility</u> - \$100 \$150 copay; <u>professional services</u> - plan pays 100%	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services

Town of Simsbury Benefit Comparison Chart
AFSCME

Benefit Provision		HMO	HDHP	
		In Network	In Network	Out of Network
32	Family Planning -Men	Physician Services - \$15 \$20 copay; Inpatient Hospital - \$250 \$300 copay ; Outpatient Facility - \$100 \$150 copay; Professional services - plan pays 100%	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services
33	Family Planning - Women	Plan pays 100%	No Cost - Plan pays 100% includes inpatient hospital, outpatient, physician office, and professional services	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services
34	Infertility - lifetime maximum does not apply	Physician Services - \$15 \$20 copay; Inpatient Hospital - \$250 \$300 copay ; Outpatient Facility - \$100 \$150 copay; Professional services - plan pays 100% Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT
35	Organ Transplants	<u>Inpatient hospital</u> - \$250 \$300 copay per admission; <u>Inpatient professional services</u> - plan pays 100%	Plan pays 100% after deductible, includes inpatient hospital and professional services	Plan pays 80% after deductible, includes inpatient hospital and professional services
36	Dental Care	<u>Physicians Office</u> - \$15 \$20 copay; <u>Inpatient Facility</u> - \$250 \$300 per admission copay; <u>Outpatient Facility</u> - \$100 \$150 copay; <u>professional services</u> - plan pays 100% - Limited to charges for a continuous course of dental treatment within 6 months of an injuries to sound natural teeth	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Limited to charges for a continuous course of dental treatment within 6 months of an injuries to sound natural teeth	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Limited to charges for a continuous course of dental treatment within 6 months of an injuries to sound natural teeth
37	Mental Health/Substance Abuse	<u>Inpatient hospital</u> - \$250 \$300 copay per admission; <u>Outpatient</u> - \$15 \$20 copay outpatient physician office and facility charges	Plan pays 100% after deductible. Including inpatient, outpatient physician office and facility charges.	Plan pays 80% after deductible Including inpatient, outpatient physician office and facility charges

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

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



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed FY 20/21 Non-Union Compensation and Benefits
2. **Date of Board Meeting:** December 14, 2020
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*

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

If the Board of Selectmen supports the proposed FY 20/21 general wage increase and benefit changes for staff in unaffiliated positions, the following motions are in order:

Move effective, December 10, 2020, to approve a 2.25% general wage increase for unaffiliated staff in a non-probationary status, retroactive to July 1, 2020 pending a satisfactory annual performance evaluation, and that the salary ranges for those classifications be adjusted accordingly.

Further move, to approve a 2.25% general wage increase for unaffiliated staff in a probationary status upon successful completion of their probationary period and that the salary range for that classification be adjusted accordingly.

Further move, to approve the proposed health insurance co-pay and plan management changes for unaffiliated staff as presented and implemented as soon as practicable.

5. **Summary of Submission:**

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

At their December 10, 2020 meeting the Personnel Subcommittee reviewed and endorsed a 2.25% general wage increase for unaffiliated positions. The Personnel Subcommittee recommends that the general wage increase award be retroactive to July 1, 2020 for non-union employees who are not in a probationary period upon successful completion of their annual performance reviews. For the one non-union staff member in a probationary period, it was recommended that the GWI not be awarded until the employee successfully completes the probationary period, and then prospectively.

The attached spreadsheet shows current pay rates of our unaffiliated positions, as well as the classification salary ranges. The column to the right of the current wages shows the scenario of a proposed 2.25% general wage increase. This increase was budgeted in the approved FY 20/21 budget. It should be noted that the Outreach Worker position is part-time and paid at an hourly rate.

Internal Comparison

The negotiated general wage increase for Dispatchers and Police is 2.35% for FY 20/21; our tentative agreement with AFSCME is comparable. We have reached impasse with our three CSEA unions as those contracts expired on June 30, 2019. Non-union staff for the Board of Education received a 2% GWI for FY 20/21, but the health insurance plan changes were not made for that group.

External Comparison

CCM data from November 2020 indicates that the average FY 20/21 state-wide general wage increase for negotiated contract settlements is 2.23% but the data has a mode of 2.25%. The current sample size for that data is 187 settlements. The proposed 2.25% is consistent with averages for state-wide data.

Health Insurance

Our recent Union contract settlements have also included health insurance co-pay changes and plan management changes. I am recommending the same changes for our non-union staff. The changes are summarized below:

- Health insurance plan management changes allow for both pharmacy and medical management.
- Medical insurance co-pays would increase as proposed.

If approved tonight, implementation of these health insurance changes would occur and be consistent with the timeline for the employees represented by AFSCME, likely either March 1 or April 1.

6. Financial Impact:

The estimated impact of the 2.25% general wage increase would be \$32,044 or \$34,495 when payroll taxes are factored in. Based on CCM salary data for negotiated settlements that was available during budget preparation, we budgeted 2.25% in contingency for a general wage increase for our unaffiliated employees. We also budgeted the estimated impact of the wage increase on payroll taxes in the appropriate benefits line item for FY 20/21.

Health Insurance plan design changes that will generate some savings to the Town.

Despite the pandemic, our revenues and tax collection rate have remained relatively stable. We are currently at 55% of tax collections, consistent with the same period in the prior year.

7. Description of Documents Included with Submission:

- a) Unaffiliated Salary Chart
- b) Proposed Co-Pay Changes and Plan Management Updates

Position	FY 18/19		FY 19/20			FY 20/21		
	Minimum	Maximum	Minimum	Maximum	Current	Minimum	Maximum	Proposed
Chief of Police	81,800	137,935	83,722	141,177	141,177	85,606	144,353	144,353
Deputy Chief of Police**	N/A	N/A	122,000	128,300	128,300	124,745	131,187	131,187
Deputy Town Manager	97,138	132,925	99,420	136,049	111,874	101,657	139,110	114,391
Director of Culture, Parks and Recreation	71,575	117,588	73,257	120,351	117,734	74,905	123,059	120,384
Director of Finance	81,800	137,935	83,722	141,177	141,177	85,606	144,353	144,353
<i>Director of Finance Shared with BOE</i>			92,095	155,294	155,294	94,167	158,789	158,789
Director of Planning and Community Development	76,688	122,700	78,490	125,583	117,734	80,256	128,409	120,384
Director of Public Works	81,800	130,921	83,722	133,998	133,998	85,606	137,012	137,012
Employee Benefits & Human Resources Coordinator	56,238	76,688	57,559	78,490	78,122	58,854	80,256	79,880
Library Director	71,575	110,641	73,257	113,241	113,241	74,905	115,789	115,789
Management Specialist	60,000	80,000	61,410	81,880	66,528	62,792	83,722	68,024
Outreach Worker	No Min.	19.08	No Min.	19.08	19.08	No Min.	19.51	19.51
Town Engineer	81,800	122,700	83,722	125,583	118,978	85,606	128,409	121,655

Note: The proposed FY 20/21 increases would be retroactive to July 1 and based upon satisfactory job performance

Note: The Deputy Chief of Police is currently on probation due to being a new hire. It is recommended that their proposed GWI be effective at the end of their probationary period upon a satisfactory job performance, it would not be retroactive to July 1st.

Note: The maximum of the ranges for FY 19/20 were not formally adjusted; this chart reflects if they had been adjusted accordingly to account for the GWI impact

Note: The Outreach Worker is part time and hourly

Town of Simsbury Benefit Comparison Chart

Benefit Provision	HMO	HDHP	
	In Network	In Network	Out of Network
1 Deductible	NA	Individual: \$2,000 / Family: \$4,000 Deductible costs you pay accumulate for all combined in and out of network benefits. All family members contribute to the family maximum. Pharmacy and medical expenses apply to the maximum. Health Savings Account Contribution: The Town contributes 50% of the deductible requirement.	
2 Out of Pocket Maximum	Individual: \$6,350 Family: \$12,700 Only expenses for in-network costs apply. Copays apply to the maximum. Out of network costs do not apply to the maximum.	Individual: \$5,000 / Family: \$10,000 Out of pocket maximums accumulate for all combined in and out of network benefits. All family members contribute to the family maximum. Pharmacy and medical expenses apply to the maximum.	
3 PCP Office Visit	\$15 \$20 Copay per visit, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
4 Specialist Office Visit	\$15 \$20 Copay per visit, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
5 Preventative Care	No cost - Plan pays 100%	No cost - plan pays 100%	Plan pays 80% after deductible
6 Pharmacy - Retail 30 day supply	\$5/\$10/\$20 \$10/\$20/\$40 for Generic/preferred brand / non-preferred brand	\$5/\$10/\$20 \$10/\$20/\$40 Plan pays for Generic/preferred brand / non-preferred brand after deductible	Retail - Plan pays 80% after deductible
7 Pharmacy - Home Delivery & Retail 90 day supply	\$10/\$20/\$40 \$20/\$40/\$80 for Generic/preferred brand / non-preferred brand	\$10/\$20/\$40 \$20/\$40/\$80 Plan pays for Generic/preferred brand / non-preferred brand after deductible	Not covered
8 Second Surgical Opinion	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
9 Surgery in Physician Office	\$15 \$20 Copay per visit, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
10 Allergy Injections and Serum dispensed in the Physician Office	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible

11	Inpatient Hospital	\$250 \$300 per admission copay , then plan pays 100%	Plan pays 100% after deductible including Lab & X-Ray and advanced radiology services as part of stay, maternity delivery facility charges	Plan pays 80% after deductible including Lab & X-Ray and advanced radiology services as part of stay maternity delivery facility charges
12	Inpatient Hospital Physician Visit	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
13	Inpatient Radiologists, Pathologist, Anesthesiologists	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
14	Multiple Surgical Reduction	Multiple surgeries in one session - payment reduced to 50% of least expensive procedure	Multiple surgeries in one session - payment reduced to 50% of least expensive procedure	
15	Outpatient Facility Services	\$100 \$150 per facility visit copay, then plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
16	Outpatient Radiologists, Pathologist, Anesthesiologists	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
17	Short Term Pulmonary, Cognitive, Physical, Speech, Occupational, Cardiac, Chiropractic Care	\$15 \$20 Copay per visit, then plan pays 100% - all services in this category accumulate subject to 90 day combined maximum per calendar year	Plan pays 100% after deductible; all services in this category accumulate subject to 90 day combined maximum per calendar year(in & out of network)	Plan pays 80% after deductible; all services in this category accumulate subject to 90 day combined maximum per calendar year (in & out of network)
18	Home Health Care including Outpatient Private Duty Nursing	Plan pays 100% limited to 16 hours per day and unlimited number of days	Plan pays 100% after deductible; limited to 16 hours per day (combined in & out of network)- unlimited number of days	Plan pays 80% after deductible; limited to 16 hours per day - (combined in & out of network) - unlimited number of days
19	Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility	Plan pays 100% all services in this category accumulate subject to 120 day combined maximum per calendar year	Plan pays 100% after deductible; all services in this category accumulate subject to 120 day combined maximum per calendar year (in & out of network)	Plan pays 80% after deductible; all services in this category accumulate subject to 120 day combined maximum per calendar year (in & out of network)
20	Durable Medical Equipment (DME)	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
21	External Prosthetic Devices (EPA)	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
22	Hearing Aids	Covered for children under age 13 only. Plan pays 100%	Covered for children under age 13 only. Plan pays 100% after deductible	Covered for children under age 13 only. Plan pays 80% after deductible

23	Routine Vision Exam	Plan pays 100%. Limited to one exam every 12 months	Plan pays 100%. Limited to one exam every 12 months	Plan pays 80% after deductible Limited to one exam every 12 months
24	Lab and X-Ray in Physician Office, Outpatient Facility and Independent Lab	Plan pays 100%	Plan pays 100% after deductible	Plan pays 80% after deductible
25	Emergency Room, Urgent Care & Emergency Care	<u>Emergency Room</u> - \$50 \$100 copay waived if admitted; <u>Urgent Care Facility</u> - \$10 \$25 copay <u>Emergency Care in physicians office</u> - \$15 \$20 copay; then plan pays 100%	Plan pays 100% after deductible, includes advanced radiology	Plan pays 100% after deductible includes advanced radiology
26	Advanced Radiology (MRI, MRA, CAT, PET Scan)	Plan pays 100%	Plan pays 100% after deductible for services provided in Physician Office, Outpatient Facility	Plan pays 80% after deductible for services provided in Physician Office, Outpatient Facility
27	Ambulance (Emergency Only)	Plan pays 100%	Plan pays 100% after deductible	Plan pays 100% after deductible
28	Maternity	<u>Initial visit and global OBGYN & Specialist fee</u> - \$15 \$20 copay then plan pays 100% ; <u>Prenatal, postnatal, office visits, physician delivery charges</u> - plan pays 100%	Plan pays 100% after deductible includes initial, prenatal, postnatal, office visits, physician delivery charges, OBGYN and Specialist global fee	Plan pays 80% after deductible includes initial, prenatal, postnatal, office visits, physician delivery charges, OBGYN and Specialist global fee
29	Hospice	Plan pays 100% includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 100% after deductible includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 80% after deductible includes inpatient Hospital, outpatient, and other healthcare facilities
30	Bereavement Counseling	Plan pays 100% includes inpatient Hospital, outpatient, and other healthcare facilities	Plan pays 100% after deductible includes inpatient hospital, outpatient, and other healthcare facilities	Plan pays 80% after deductible includes inpatient hospital, outpatient, and other healthcare facilities
31	Abortion (Elective and non-elective)	<u>Physicians Office</u> - \$15 \$20 copay; <u>Inpatient Facility</u> - \$250 \$300 per admission copay; <u>Outpatient Facility</u> - \$100 \$150 copay; <u>professional services</u> - plan pays 100%	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services

32	Family Planning -Men	Physician Services - \$15 \$20 copay; Inpatient Hospital - \$250 \$300 copay ; Outpatient Facility - \$100 \$150 copay; Professional services - plan pays 100%	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services
33	Family Planning - Women	Plan pays 100%	No Cost - Plan pays 100% includes inpatient hospital, outpatient, physician office, and professional services	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services
34	Infertility - lifetime maximum does not apply	Physician Services - \$15 \$20 copay; Inpatient Hospital - \$250 \$300 copay ; Outpatient Facility - \$100 \$150 copay; Professional services - plan pays 100% Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Includes Lab, radiology, counseling, surgical treatment, artificial insemination, in-vitro fertilization, GIFT, ZIFT
35	Organ Transplants	<u>Inpatient hospital</u> - \$250 \$300 copay per admission; <u>Inpatient professional services</u> - plan pays 100%	Plan pays 100% after deductible, includes inpatient hospital and professional services	Plan pays 80% after deductible, includes inpatient hospital and professional services
36	Dental Care	<u>Physicians Office</u> - \$15 \$20 copay; <u>Inpatient Facility</u> - \$250 \$300 per admission copay; <u>Outpatient Facility</u> - \$100 \$150 copay; <u>professional services</u> - plan pays 100% - Limited to charges for a continuous course of dental treatment within 6 months of an injuries to sound natural teeth	Plan pays 100% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Limited to charges for a continuous course of dental treatment within 6 months of an injuries to sound natural teeth	Plan pays 80% after deductible includes inpatient hospital, outpatient, physician office, and professional services. Limited to charges for a continuous course of dental treatment within 6 months of an injuries to sound natural teeth
37	Mental Health/Substance Abuse	<u>Inpatient hospital</u> - \$250 \$300 copay per admission; <u>Outpatient</u> - \$15 \$20 copay outpatient physician office and facility charges	Plan pays 100% after deductible. Including inpatient, outpatient physician office and facility charges.	Plan pays 80% after deductible Including inpatient, outpatient physician office and facility charges

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

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



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Town Manager's Compensation and Benefits

2. **Date of Board Meeting:** December 14, 2020

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 recommendation of the Personnel Sub-Committee regarding the Town Manager's compensation and benefits the following motions are in order:

Move, to approve a 2.25% general wage increase for the Town Manager effective February 1, 2021.

Further move, to apply the adopted health insurance co-pay and plan management changes for unaffiliated staff to the Town Manager and implement as soon as practicable.

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 that determined for non-union employees. A summary of the Town Manager's FY 19/20 performance review was provided with the materials for your October 14, 2020 meeting. This evening, the Board considered a general wage increase for the unaffiliated staff of 2.25%.

At its meeting on December 10, 2020, the Personnel Subcommittee approved a recommendation to the Board of Selectmen that since the Town Manager has received a satisfactory year-end review, that a 2.25% increase be provided to the Town Manager effective February 1, 2021.

Additionally, it is recommended that the Town Manager follow the same proposed health insurance plan changes as the other non-union staff presented earlier tonight.

6. **Financial Impact:**
The Town Manager's annual salary would increase from \$162,212/yr to \$165,862/yr, or an increase of \$3,650/yr. Funds are budgeted in contingency and are available.

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:** Shared Services Agreement with Board of Education
2. **Date of Board Meeting:** December 14, 2020
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 moving forward with a permanent shared financial management services with the Board of Education, as well as documenting other shared services between the parties, the following motion is in order:

Move, effective December 14, 2020, to authorize Town Manager, Maria E. Capriola, to execute a Memorandum of Agreement between the Town of Simsbury and the Simsbury Board of Education for Shared Services subject to approval as to form by the Town Attorney.

5. **Summary of Submission:**

The Town and the Board of Education entered into a temporary mutual agreement for financial management services in January of 2020. The Superintendent and I through mutual agreement extended the agreement through late December of this year as was allowed under the agreement.

Since January, the Finance Director for the Town also served as the Finance Director for the Simsbury Board of Education. It was the responsibility of the Finance Director to oversee various functions of the School Business Office, including accounts payable, accounts receivable, payroll, accounting and other financial management functions. Please find attached a "Memorandum of Agreement between the Town of Simsbury and the Simsbury Board of Education for Shared Services," which outlines a detailed listing of financial management services to be provided moving forward. If continued, I believe this arrangement will be advantageous to both the Town and the Board of Education. The Town Attorney has reviewed the proposed memorandum of agreement.

Due to the increased workload and responsibility of the Finance Director, it is recommended to continue with the increase to the Finance Director's salary by 10% during the period of time she is providing financial management services to the Board of Education under the memorandum of agreement. This was presented earlier this evening in the non-union position classification table for salary ranges for the Finance Director serving the Town only, as well as serving both entities. The Simsbury Board of Education will be responsible for funding the increase in the Finance Director's salary

and associated benefits. During the Board of Education's staffing transition, our Deputy Town Manager has taken on certain risk management duties for the BOE; a modest stipend associated with the increased scope and duties is presented in the agreement.

Although there will be no impact to the Town's budget for the above referenced compensation, section 903 of the Charter states that "all salaries, wages or compensation of all officers and employees shall be determined by the Board of Selectmen upon the recommendation of the Town Manager." Therefore, management is requesting approval from the Board of Selectmen via approval of the memorandum of agreement this evening.

The proposed agreement also documents a number of other shared services between the Town and Board of Education such as IT, engineering, field maintenance, and school resource officers. The Personnel Sub-Committee reviewed the draft memorandum of agreement at their December 10, 2020 meeting and recommended that we proceed as outlined.

6. Financial Impact:

No impact to Town budget. The Board of Education will reimburse the Town for services as presented in the agreement. Beginning with FY 19/20, the shared services transactions for IT, engineering, field maintenance, and school resource officers have been documented in the Town's budget for transparency.

7. Description of Documents Included with Submission:

- a) Proposed Memorandum of Agreement between the Town of Simsbury and the Simsbury Board of Education for Shared Services

Memorandum of Agreement between the Town of Simsbury and the Simsbury Board of Education for Shared Services

This Agreement made this _____ day of December, 2020 by and between the Town of Simsbury (hereinafter referred to as the "Town") and the Simsbury Board of Education (hereinafter referred to as the "BOE"), collectively referred to as the "Parties."

Whereas, the Town and the BOE share certain personnel, and financial management, information technology, police, engineering, and parks maintenance services;

Whereas, the Parties collectively have the necessary staffing, equipment and materials to undertake these activities; and

Whereas, this agreement is in accordance with the provisions of Connecticut General Statutes §10-241b;

Now, therefore, the parties do mutually agree as follows:

1. Financial Management Services

- A. The Town, working through its Director of Finance, shall perform and carry out in a satisfactory and proper manner a scope of activities acceptable to the parties, for the purpose of providing to the BOE the financial management services described in this Agreement.
- B. The Director of Finance will serve as the Director of Finance for the BOE for the duration of this agreement. The Director of Finance will supervise and provide oversight to the BOE's Business Office.
- C. The Town will provide the Simsbury BOE with the following financial management services. The Director of Finance will be responsible for the performance of these services.
 - i. Oversee BOE staff assigned to the Business Office.
 - ii. Supervise and oversee the cash disbursement system and processes.
 - iii. Supervise and oversee the cash receipts system and processes, which will systematically record the receipt of cash.
 - iv. Supervise and oversee the payroll system and processes, including all necessary federal and state reporting.
 - v. Supervise and oversee accounting and bookkeeping services.
 - vi. Prepare the BOE's annual operating and capital budgets.
 - vii. Prepare the Comprehensive Annual Financial Report (CAFR) in accordance with Generally Accepted Accounting Principles (GAAP).
 - viii. Prepare monthly, quarterly and annual financial reports as needed.
 - ix. Prepare finance related materials for Board of Education and Board of Finance meetings.
 - x. Attend Board of Education meetings as needed.
 - xi. Supervise and oversee the preparation of the EFS reporting, ED-141s, and

other miscellaneous financial reporting as required for submission to the Connecticut Department of Education.

- xii. Perform or supervise miscellaneous financial related activities at the direction of the Superintendent.

D. It is recognized by the parties that the Director of Finance and his/her designee has the authority to act as the Purchasing Agent for the BOE in accordance with the BOE's Financial Policies and Procedures.

E. It is recognized by the parties that the Director of Finance and his/her designee has the authority to enforce all provisions of the BOE's Financial Policies and Procedures and that the Director of Finance shall report significant instances of non-compliance to the Superintendent.

2. Risk Management Services

The Town, working through its Deputy Town Manager, shall provide the BOE with risk management services that assist in support of the existing BOE staff in the following areas:

- i. Liability, automobile and property insurance (LAP) plan administration
- ii. LAP claims processing
- iii. Contracts review
- iv. General risk management resources, including liability waivers and certificates of insurance

3. Information Technology Services

The Town, working through its Information Technology (IT) Department, will provide IT Services to the BOE administrative staff at its central office location. This includes general help desk support related to hardware, software, and other system infrastructure.

4. Engineering Services

The Town, working through its Engineering staff, will provide engineering services to the BOE as needed. This includes technical assistance and project management for capital projects as assigned by the Town Manager at the request of the Superintendent. When assigned to BOE project(s), the Town's Engineering staff will support the Public Building Committee in its related work.

5. Parks Maintenance

The Town, working through its Department of Culture, Parks and Recreation, will provide athletic and multi-purpose field maintenance services to the BOE.

6. School Resource Officers

The Town, working through its Police Department, will provide the BOE with the services of two School Resource Officers.

7. Term

The initial term of this agreement shall be for five (5) years, commencing upon execution of the agreement. Should either governing body (Board of Selectmen, BOE) wish to terminate the financial management services provided under Section one of this agreement in part or

full, the other party shall be notified at least six (6) months prior to the start of the ensuing fiscal year. Written notice to terminate this agreement under these circumstances should be transmitted by the Board of Selectmen to the Superintendent through the Town Manager, or transmitted by the BOE to the Town Manager through the Superintendent.

Should either party wish to terminate the services provided under section two through six of this agreement in part or full, the other party shall be notified at least six (6) months prior to the start of the ensuing fiscal year. Written notice to terminate this agreement under these circumstances should be transmitted to the Superintendent through the Town Manager, or transmitted to the Town Manager through the Superintendent.

8. Amendments

Requests for changes to the scope of services may be made by the Superintendent or Town Manager. For services provided by the Town, the Town Manager may authorize changes. For services provided by the Board of Education, the Superintendent may authorize changes. Upon mutual agreement of the Town Manager and Superintendent, this agreement between the parties may be amended and incorporated as written amendments to this agreement.

9. Payment

A. The BOE shall pay the Town for 10% of the annual salary and benefits for the Director of Finance salary. In addition, the BOE shall make an annual contribution to a tax sheltered annuity for the Director of Finance, the value of which shall be consistent with the benefit provided to other Board administrators.

B. Starting on July 1, 2021, the BOE shall pay the Town \$2,000 as compensation for the risk management services provided under Section 2 above. The compensation for risk management services will be provided as a stipend to the Town staff member assigned to those duties, currently the Deputy Town Manager.

C. The BOE shall pay the Town \$20,000 annually to offset the salary of Engineering staff working on BOE assignments.

D. The BOE shall pay the Town 50% of the annual salaries and benefits for the following positions:

- i. IT Manager
- ii. IT Analyst
- iii. Two (2) Parks Maintainer positions
- iv. Two (2) Patrol Officer First Class positions

E. The Town will complete an annual journal entry, transferring funds from the Board of Education to the Town, for the agreed upon amounts in Section 8, A-E.

For the Town of Simsbury:

For the Simsbury Board of Education:

Maria Capriola, Town Manager

Matthew Curtis, Superintendent

DRAFT



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Business Development Incentive Policy
2. **Date of Board Meeting:** December 14, 2020
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Melissa A.J. Appleby, Deputy Town Manager
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
The Board of Selectmen has two options.

Option A: To adopt the Fee Waiver and Tax Abatement Guidelines as presented, replacing the Business Development Incentive Policy. Therefore, the following motion is in order:

Move, effective December 14, 2020 to adopt the Fee Waiver and Tax Abatement Guidelines as presented, replacing the Business Development Incentive Policy.

Option B: To refer the Fee Waiver and Tax Abatement Guidelines to the Board of Selectmen Economic Development work group, currently consisting of Eric Wellman and Jackie Battos for review and further discussion. Therefore, the following motion is in order:

Move, effective December 14, 2020 to refer the Fee Waiver and Tax Abatement Guidelines to the Board of Selectmen Economic Development Work Group for review and comment.

5. **Summary of Submission:**
The Board of Selectmen 2019-2020 Economic Development Commission (EDC) adopted work plan consisted of a "Business Incentives" work stream. An action item listed under this work stream was for the EDC to provide recommendations for updating the Business Incentive Policy. The current Business Development Incentive Policy was last revised on November 26, 2018.

EDC members Peter Van Loon and Tom Earl were assigned to the Business Incentives work stream. Mr. Van Loon and Mr. Earl worked with staff to clarify and streamline the existing policy. They conducted research, reviewed information submitted by the Board of Finance, and consulted with Town staff. The revised is meant to provide guidelines, and does not bind the Board of Selectmen from taking whatever action they deem appropriate as allowable by statute.

Highlights of proposed changes include:

- Simplifying the policy document to be more user-friendly
- Refining targeted sectors of industry and other reasons for granting an abatement
- Revising recommended abatement amounts and time periods to reflect changes in state statute
- Documenting the application review and analysis process
- Requiring annual reporting requirements if an abatement is granted based on job creation

The Town Attorney has reviewed the proposed guidelines. Additionally, the EDC work group prepared an outline of sample economic development strategies, which is attached for your review.

6. Financial Impact:

Although the proposed guidelines does provide for fee waivers and abatements that would result in a financial impact, the draft document does not include any new waivers or abatements that are not already permitted under the existing policy and state statute.

7. Description of Documents Included with Submission:

- a) Proposed Fee Waiver and Tax Abatement Guidelines
- b) Economic Development Strategies



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

TOWN OF SIMSBURY

Fee Waiver and Tax Abatement Program Guidelines

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

1. Purpose

The goal of economic development is to improve the life of community residents by retaining and expanding existing businesses and attracting new businesses. Simsbury's Fee Waiver and Tax Abatement Program support the town's economic development.

The specific goals of the Simsbury Fee Waiver and Tax Abatement Program include one or more of the following: generating additional tax revenue, lasting employment opportunities, providing quality goods and services, improving the aesthetics of the community, preserving an historic site, providing desirable recreational and entertainment opportunities.

This policy is intended to provide guidelines; it does not prohibit the Board of Selectmen from taking any action it deems appropriate as allowable by statute.

2. Effective Date

This policy shall be effective immediately and shall remain in effect until revised or rescinded.

3. Types of Businesses Targeted by This Policy

- Corporate headquarters and satellite offices
- Research and high technology facilities
- Advanced technology manufacturing facilities (only applies to job creation and real estate growth, does not apply to personal property growth)
- Existing Simsbury business expansion
- Mixed-use development of a building or site
- New or existing recreational or entertainment businesses
- Historical preservation
- Re-development of properties in certain neighborhoods (e.g. Tariffville, downtown, North village)
- Green/sustainable improvements
- Appropriate entrepreneurial businesses

4. Types of Assistance Available

- A. **Tax Abatement** – the assessment of real property may be reduced for a period of time. The town may reduce the assessment of real property as allowed by Connecticut General Statutes Chapter 203, Sec. 12-65b, as amended from time to time. Any written agreement entered into under this statute shall normally not be for a period longer than ten years, with a maximum average abated not to exceed a range of 40-60%. However,

these guidelines do not prohibit the Board of Selectmen from taking any action it deems appropriate as allowable by statute.

- B. **Waiving or Reducing of any Town Permit Fees** – reduction amount is variable depending on impact of proposed project. The town may waive up to 50% of any town permit fees upon determination that such a fee waiver would encourage the development or expansion of quality businesses, especially those in the targeted industries. Sewer fees and fire code fees are not applicable for this potential reduction in fees.

5. Application Requirements and Procedures

- **Step 1**

Applicant submits a Business Development Assistance Application (supplied by the town) to the Planning Department. The Planning Director will review the application to evaluate its consistency with the most current Plan of Conservation and Development. The Assessor and Finance Director will then complete an analysis regarding the anticipated value of the improvements, and will prepare various abatement scenarios for review.

These departmental analyses are forwarded to the Town Manager for review. The Town Manager will submit scenarios based upon the guidelines established in this Policy to the Business Development Committee (BDC).

The BDC consists of five members and one alternate member appointed by the Board of Selectmen to two year terms. Membership composition is as follows: one member of the Board of Selectmen; one alternate member of the Board of Selectmen; one member of the Board of Finance; one member of the Zoning Commission; one member of the Economic Development Commission; and one member at large, who is an elector of the community with expertise related to economic and business development. The Town Manager serves as an ex-officio non-voting member of the Committee with full participation rights. The Town Manager serves as the administrative chair and makes recommendations for Committee appointments to the Board of Selectmen.

- **Step 2**

The Business Development Committee and Town Manager will review and confer on the application and provided scenarios. The Town Manager, with assistance from staff, will resolve any issues with the applicant.

- **Step 3**

The Business Development Committee and the Town Manager make a final recommendation to the Board of Selectman.

- **Step 4**

Upon approval by the Board of Selectman, the Town Manager will work with the applicant and the town attorney to draft a legal contract that assures that all the provisions of the Tax Abatement Program will be met. The contract will include a provision for verifying that minimum investments or job creation have been met.

- **Step 5**

In order for the incentive to become legal the Board of Selectman must approve the final Business Development Incentive(s) in contract form by majority vote. The Board of Selectman shall then authorize the Town Manager to sign the proposed final contract as approved in form.

Note: the Fee Waiver and Tax Abatement Program is completely separate from the statutorily required local land use approval process. Response timeframes associated with each step in the process are dependent upon staff workload capacity, as well as the availability of the members of the Business Development Committee and the Board of Selectmen in order to meet in a timely manner within the requirements set forth in the Freedom of Information Act.

6. Transparency

A portion of the town website shall be dedicated to tax abatement information which would include awards and abatement documents

7. Accountability

Tax abatements will not be granted if the contractually required minimum real estate and/or personal property investment has not occurred. If the tax abatement is linked to job creation and/or retention, the abatement will not be granted until the minimum required new jobs has been verified; annual reporting thereafter will be required to verify that the agreed upon minimum number of new jobs have been retained at their Simsbury location.

DRAFT

Economic Development Strategies – To Attract and Retain Businesses

The Town of Simsbury is committed to the strategies and aspirations listed below.

- 1. Diversification and broadening of tax base to minimize tax increases**
 - increase Grand List value in order to minimize tax increases
- 2. Streamline planning and zoning practices**
 - continue updating land use regulations
 - implement suggestions received from local businesses to simplify and make transparent all permitting and zoning requirements
 - consolidate land use bodies and allow administrative approvals by staff
- 3. Maintain Simsbury's quality of life offerings**
 - maintain excellent school system, attractive parks and trails, library, social services, senior center, well maintained infrastructure
- 4. Business retention – stay in touch with businesses**
 - continue EDC outreach such as surveys, meetings and visits to ensure the concerns and needs of our businesses are addressed by town government
 - partner and collaborate with Chamber of Commerce, Main Street Partnership, and Business and Career Center
 - maintain and update marketing materials to promote Simsbury as a place to live, work and play
 - promote state programs (Small Business Incentive Program, Grow Connecticut Rebate Program, etc.) available to business community
- 5. Make infrastructure improvements**
 - make investments in critical infrastructure: transportation, technological (fiber optics, band width), and building infrastructure. Maintain proper stewardship of town resources
- 6. Support Entrepreneurs and current town businesses**
 - Fund and support the Library's Business Resource and Career Center and our partner organizations such as the Chamber and Main Street
 - EDC led effort to facilitate co-working spaces for entrepreneurs
 - Maintain EDC outreach practices
 - Assign ombudsmen from EDC to work directly with businesses interested in moving to Simsbury or eager to stay in town
- 7. Provide diverse housing options**
 - continue to support the development of varied housing options that address the range of needs in our community, including affordable housing. The new and varied housing projects in town are examples to build on



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Appointment of Rick Brush to SPIRIT Council
2. **Date of Board Meeting:** December 14, 2020
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 the recommendation from the SPIRIT Council regarding Mr. Brush's appointment to the SPIRIT Council, the following motion is in order:

Move, effective December 14 2020 to appoint Rick Brush (D) to the SPIRIT Council as a regular member, with a term expiring December 6, 2021.

5. **Summary of Submission:**
At the October 14, 2020 Board of Selectmen meeting the Board voted to accept the SPIRIT Council rules and procedures and appointed 16 members. The terms of SPIRIT Council members were made to be co-terminus with the Board of Selectmen. SPIRIT Council was approved to have 18 membership slots with one of those slots being a student from the community.

Mr. Brush's appointment would fill the final vacancy on the SPIRIT Council for members excluding the student slot.

Mr. Brush is a former corporate strategist in the health and financial services sectors now working with communities around the U.S. to improve equitable wellbeing. He is the founder & CEO of Collective Health, a consultancy focused on innovative health and financial models. Rick is also CEO of Wellville, a five-community, 10-year health challenge he co-launched with the investor Esther Dyson. He serves as advisor to a multi-sector collaborative in the Wellville community of North Hartford, CT. Rick was previously senior consultant and coach at ReThink Health.

Before turning entrepreneur, Rick spent nearly a decade at the health insurer Cigna, where he was Chief Strategy & Marketing Officer for the national employer segment and co-launched the company's Communities of Health venture focused on the social determinants of health. He was an executive at Ford Motor Credit Company, Bank One, KPMG, and a marketing consulting firm.

6. Financial Impact:

None

7. Description of Documents Included with Submission:

- a) Adopted Simsbury SPIRIT Council Statement of Purpose and Procedures



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

SIMSBURY SPIRIT COUNCIL STATEMENT OF PURPOSE AND PROCEDURE *Approved by Board of Selectmen on October 14, 2020*

1. Purpose

- A. The Simsbury SPIRIT Council is a special committee tasked with welcoming, celebrating, and taking actions to support diversity and inclusion among current and future community members.
- B. The purpose of the Simsbury SPIRIT Council shall be to represent the Simsbury community at large and serves as diversity champions to help Simsbury become more inclusive, fostering awareness, action, and a community where all voices are welcomed and each and every individual can live, work, learn and play in a safe environment with meaningful and healthy relationships. The Council is comprised of representatives from the community at-large, town departments, and the Simsbury Public Schools.

2. Effective Date

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

3. Goals

- A. The goals of the SPIRIT Council are:
 - 1) To identify and resolve diversity and inclusion issues in our community.
 - 2) To foster a welcoming atmosphere for all in Simsbury

4. Composition/Voting/Meetings

- A. The size of the Council shall consist of eighteen (18) members. Membership on the Council shall be comprised of representatives from the community at-large. Staff liaisons are ex-officio members with full participation rights, but are non-voting members and do not count towards the appointed composition of Council.
- B. The Director of Community Social Services, or other staff member as assigned by the Director, will be a standing staff liaison. The Town will aspire to have a staff liaison from each of the following departments as assigned by the department head: Simsbury Police Department and Simsbury Public Library.

- C. The Simsbury Board of Education has created an Equity Council to act in a similar capacity as SPIRIT Council. SPIRIT Council will have a consistent educational liaison as a part of their membership. The liaison will share the ongoing work of the Simsbury Public Schools' Equity Council as well as update the Board of Education with pertinent information relative to the SPIRIT Council.
- D. The initial term for members will expire December 5, 2021. Thereafter, members shall have two (2) year terms coterminous with the Board of Selectmen.
- E. For the initial appointment recommendations, the Council will submit recommendations to the Board of Selectmen. For subsequent terms, beginning December 6, 2021, the Board of Selectmen and its Personnel Sub-Committee will use its usual process and procedure for identifying and appointing candidates. The Board of Selectmen may alternatively choose to seek recommendations from the Council.
- F. One of the 18 membership slots on the Council will be designated for a parent or guardian of child or children participating in the Open Choice program in the Simsbury Public Schools.
- G. One of the 18 membership slots on the Council will be designated for a youth representative who attends the Simsbury Public Schools.
- H. A single Chair and Vice Chair, or Two Co-Chairs and a Vice Chair, (to be determined by the Council) shall be elected by the Council on their first meeting following a new term. Chair/Co-Chair and Vice Chair appointments can be considered as frequently as annually, but not fewer than once every two years coinciding with the beginning of a new term.
- I. Any member of the SPIRIT Council may be removed by the Board of Selectmen, upon the recommendation of the Town Manager, for cause. Such member will be afforded an opportunity for a public meeting with the Board of Selectmen prior to a final decision being made regarding their status for removal. The purpose of the public meeting is to give the member an opportunity to be heard in person before the Board of Selectmen prior to a final decision being made.
- J. Any member who is absent from more than fifty (50) percent of SPIRIT Council meetings during any twelve (12) month period may be removed, and the vacancy shall be filled as outlined in Section 4B. An exception may be granted by and at the discretion of the Town Manager due to a member's illness or other exigent circumstances.
- K. Each of the 18 appointed representatives shall have one vote. As ex-officio members, staff liaisons do not have voting rights.
- L. Meetings shall be held as often as necessary to carry out the purpose and meet established goals, but generally monthly. Attendance shall be recorded in the minutes of the meeting. A quorum shall be determined by the number of appointed members, with a quorum being one more than half the number of members. A quorum is not

needed to run a meeting if no action is being taken. A quorum must be present for formal action to be taken.

- M. Regular meeting schedules shall be established annually and filed in accordance with Connecticut General Statutes, currently no later than January 31st annually.
- N. SPIRIT Council meetings are open to the public, and guests may make comments during the portion of the meeting agenda that permits public audience.
- O. A member of the Council will act as secretary and record all minutes and actions.
- P. The Community and Social Services Department shall be responsible for scheduling and cancelling meetings, distributing minutes and the filing of said minutes, as well as other duties that may be necessary.
- Q. The Council shall follow Roberts Rules of Order and may establish additional rules and/or procedures to govern the conduct of meetings, and review those rules and procedures on an annual basis. All FOIA rules and regulations will be adhered to.
- R. The SPIRIT Council shall provide an update to the Board of Selectmen at least once per year. The update may be oral or written.

5. Expenses

- A. **No Compensation, Reimbursement of Expenses.** Members of the Council shall receive no compensation for their services. However, members shall be reimbursed for necessary expenses incurred in the performance of their official duties, when such funds are available in the Town's approved budget and authorized in advance by the Director of Community and Social Services.
- B. **Commitment of Town Funds.** In the performance of its duties, the Council shall not incur any expense, or obligate the Town to pay any expense, unless funds have been appropriated by the Town specifically for the use of the Council and authorized in advance by the Director of Community and Social Services.

6. Subcommittees

The SPIRIT Council shall be permitted to have Subcommittees comprised of members of the Council. Subcommittee meetings shall be open to the public similar to meetings of the full Council and shall be formed to help the Council fulfill its goals listed in Section 3.A. All sub-committees will report back to the full Council at its monthly meeting. Sub-Committees shall also file an annual calendar as outlined in Section 4.J. ~~4.J.~~ Sub-Committees shall also prepare minutes as outlined in section 4.O. Sub-committees shall also follow Robert's Rules of Order and FOIA rules as outlined in Section 4.Q.

- A. **Events Subcommittee:** To create opportunities that promote diversity and inclusion allowing for personal growth through exposure to a variety of ideas, experiences and cultures that make meaningful contributions to our community.

- B. **Outreach Subcommittee:** Promote awareness of SPIRIT committee and partner with other organizations locally and regionally to drive progress in diversity, equity and inclusion efforts.
- C. **Data/Audit Subcommittee:** To gather data and to assess progress towards DEI goals developed by the Simsbury SPIRIT Council.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Resignations for Historic District Commission and the Aging and Disability Commission
2. **Date of Board Meeting:** December 14, 2020
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 motions are in order:

Move, to accept the resignation of Peter Adomowicz (U) as an alternate member of the Historic District Commission retroactive to December 4, 2020.

Move, to accept the resignation of Julie Carmelich (D) as a regular member of the Historic District Commission retroactive to December 4, 2020.

Move, to accept the resignation of Marguerite Carnell (D) as a regular member of the Historic District Commission retroactive to December 4, 2020.

Move, to accept the resignation of Lorraine Doonan (D) as an alternate member of the Aging & Disability Commission retroactive to September 1, 2020.

5. **Summary of Submission:**

The Town Clerk has received the resignation of Peter Adomowicz as an alternate member of the Historic District Commission. Mr. Adomowicz's term was to expire January 1, 2023.

The Town Clerk has received the resignation of Julie Carmelich as a regular member of the Historic District Commission. Ms. Carmelich's term was to expire January 1, 2024.

The Town Clerk has received the resignation of Marguerite Carnell as a regular member of the Historic District Commission. Ms. Carnell's term was to expire January 1, 2023. She served as Chair.

The Town Clerk has received the resignation of Lorraine Doonan as an alternate member of the Aging & Disability Commission. Ms. Doonan's term was to expire January 1, 2022.

6. Financial Impact:

None

7. Description of Documents Included with Submission:

- a) Peter Adomowicz's Resignation Letter, dated December 4, 2020
- b) Julie Carmelich's Resignation Letter, dated December 3, 2020
- c) Marguerite Carnell's Resignation Letter, dated December 3, 2020
- d) Lorraine Doonan's Resignation Letter, dated November 27, 2020



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Submission information

Form: [Resignation Submission Form](#) ⁽¹⁾
Submitted by Anonymous (not verified)
December 4, 2020 - 7:45am
2601:182:281:a960:1d28:ff2e:2d0b:e01a

Member's Name
Peter Adamowicz

Type of Member
Alternate

Name of Board/Commission
Historic District Commission

Effective Date of Resignation
12-04-2020

Reason for Resignation
Inability to Vote or participate

Any Additional Comments
At last nights committee meeting it was discovered that being an out of district Alternate member that I was not able to vote on a proposed motion. Being an active member for the past 2 years I have been participated in all meetings and been involve in all motions. Until last nights important vote I as called out not to be a voting member. Frustrating!

Source URL: <https://www.simsbury-ct.gov/node/98383/submission/21141>

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Submission information

Form: [Resignation Submission Form](#) ^[1]
Submitted by Anonymous (not verified)
December 3, 2020 - 9:03pm
2601:182:280:5130:51c8:28de:10bc:38a6

Member's Name
Julie Carmelich

Type of Member
Regular

Name of Board/Commission
Historic District Commission

Effective Date of Resignation
12/04/2020

Reason for Resignation

Any Additional Comments

Source URL: <https://www.simsbury-ct.gov/node/98363/submission/21131>

Links

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



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Submission information

Form: [Resignation Submission Form](#) ^[1]
Submitted by Anonymous (not verified)
December 3, 2020 - 8:43pm
2601:182:281:350:c4e8:33e:5221:de47

Member's Name
Marguerite Carnell

Type of Member
Regular (Chair)

Name of Board/Commission
Marguerite Carnell

Effective Date of Resignation
12/04/2020

Reason for Resignation
No longer able to serve.

Any Additional Comments

Source URL: <https://www.simsbury-ct.gov/node/98363/submission/21126>

Links

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

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[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 27, 2020 - 5:57pm
73.149.209.34

Member's Name

Lorraine Doonan

Name of Board/Commission

Aging & Disability Commission

Effective Date of Resignation

9/1/2020

Reason for Resignation

Time Constraints

Any Additional Comments

It was a pleasure serving on this commission

Source URL: <https://www.simsbury-ct.gov/node/98363/submission/21091>

Links

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

CALL TO ORDER

The Regular Meeting of the Board of Selectmen was called to order at 6:00p.m.on ZOOM due to COVID-19. Present were: First Selectman Eric Wellman; Deputy First Selectman Sean Askham; Board members Jackie Battos; Mike Paine; Chris Peterson; and Wendy Mackstutis. Others in attendance included: Town Manager Maria E. Capriola; Deputy Town Manager Melissa Appleby; Director of Finance Amy Meriwether; Director of Public Works Tom Roy; Planning Director Mike Glidden; Town Engineer Jeff Shea; Attorney Robert DeCrescenzo; and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC AUDIENCE

- Email written comments to ebutler@simsbury-ct.gov by 12 P.M. on Monday, November 23, 2020, to be read into the record; or
- Email Tom Fitzgerald at tfitzgerald@simsbury-ct.gov by 12 P.M. on Monday, November 23, 2020, to register to address the Board of Selectmen through ZOOM

Shannon Knoll, representing the Aging and Disabilities Commission, spoke to the Board about encouraging and supporting them in the formation of an Affordable Housing Task Force. She said the Task Force could go under the guidance of a consultant, if needed, and could include priorities such as employment applications, transportation, health care, affordable housing, etc. She feels the Task Force could help Simsbury move forward with the long term sustainability plan.

Mr. Wellman read comments from Kristen Morrow, who spoke about SMCO’s working group who also feels a Committee is needed to help with the affordable housing plan. They could be a liaison between the Board of Selectmen, Planning, Zoning and the residents and can assist in the 2020-2025 affordable housing plan.

Mr. Wellman read comments from Rich Collins. Mr. Collins said someone sent him a note saying it was his life’s work to give people tools to get out poverty. He feels Simsbury can be a leader in breaking poverty and desegregation.

Mr. Askham read comments from Joan Coe, who spoke about the November 9th meeting where her pictures were not shown. She spoke about the Barndoor Hill triangle and paddle courts. She also spoke about Eno Farms affordable housing and her FOI requests.

Mr. Wellman read comments from Nancy Yannopolus, who also spoke about Connecticut being a state with more separate and unequal housing than elsewhere in the country. She said she supports a Task Force to help expanding research on housing options, determining best practices, surveying other community practices, determining possible sites, etc. She feels a positive and cohesive plan is needed.

FIRST SELECTMAN’S REPORT

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

TOWN MANAGER’S REPORT

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

SELECTMEN ACTION

a) Tax Refund Request

Mr. Askham made a motion, effective November 23, 2020, to approve the presented tax refunds, in the amount of \$12,553.65, and to authorize Town Manager, Maria E. Capriola, to execute the tax refunds. Ms. Battos seconded the motion. All were in favor and the motion passed.

b) Social Media Account Requests for the Sustainability Team and The Clean Energy Task Force

Mr. Wellman said the Sustainability Team and the Clean Energy Task Force are both looking for separate Facebook accounts. He feels both teams are doing great work and feels this should be passed.

Ms. Mackstutis made a motion, effective November 23, 2020, to approve the creation of a Simsbury Sustainability Team Facebook account to be used by the Committee to publicize their efforts, of which Town staff will have oversight and to approve the creation of a Simsbury Clean Energy Task Force Facebook account to be used by the Committee to publicize their efforts, of which Town staff will have oversight. Mr. Askham seconded the motion. All were in favor and the motion passed.

c) Budget Status Report

Ms. Meriwether went through highlights of the budget revenues and variances. She went through the Police Department and Simsbury Farms budget expenditures and variances. She also went through Health Insurance and the Total Reserve account. Ms. Meriwether spoke about the issues with COVID-19 and how they affect the budget.

After discussion, there was no action at this time.

d) Supplemental Appropriation

Ms. Meriwether said there was a request for road paving. While this work is being done, Aquarion also needed work done and the Town will do it. Aquarion will then pay the Town back and this extra money needs approval.

Ms. Meriwether said there was a grant approved in 2018 for bike and pedestrian use and it is now necessary to get approval to spend this money.

Ms. Meriwether also spoke about COVID-19 related expenditures. The Board of Finance is asking for an appropriation to spend over and above of what has already been spent. The Town did receive a State grant and has applied for a FEMA grant already.

After some discussion, Mr. Wellman made a motion, effective November 23, 2020, to approve the following supplemental appropriations: \$25,000 for Public Works; \$10,000 for Police; \$15,000 for Culture, Parks and

Recreation; \$10,000 for the Elections; \$5,000 for Town Manager; and \$10,000 for Social Services. Mr. Paine seconded the motion.

After discussion, Mr. Wellman removed his previous motion and Mr. Paine removed his second.

After more discussion, Mr. Peterson made a motion, effective November 23, 2020, to approve the supplemental appropriation requests for road paving, bike and pedestrian crossing improvement expenditures as presented. Ms. Battos seconded the motion. All were in favor and the motion passed.

e) Proposed Police Private Duty Fund Transfer

Mr. Wellman said the Private Duty Fund is when the Town gets paid when Police staff private events. The approximately \$151,000 balance, as of the end of June, usually goes into the capital reserve fund, which allows the Town to spend funds for smaller capital projects.

After discussion, Ms. Mackstutis made a motion, effective November 23, 2020, to approve the Police Private Duty Fund transfer request as presented. Mr. Peterson seconded the motion. Mr. Wellman, Ms. Battos, Ms. Mackstutis, Mr. Peterson and Mr. Paine were in favor and Mr. Askham was against the motion. Therefore, the motion passed.

f) Road Acceptance for Hendricks Lane

Mr. Wellman said this is a road, off Climax Road, like Murphy's Tur, where homes now require Town services.

Ms. Mackstutis made a motion, effective November 23, 2020, to accept the Hendricks Lane roadway and related public improvements as a Town accepted roadway. Mr. Peterson seconded the motion. All were in favor and the motion passed.

g) Building Resilient Infrastructure and Committees Grant –CROCG Regional Natural Hazard Mitigation Plan Update

Mr. Wellman said CROCG has applied to FEMA for a Brick Grant to fund an update to the Capital Region Natural Hazard Mitigation Plan. CROCG is looking for commitment letters from member municipalities.

Ms. Capriola said this is a regional grant that is similar to grants in the past. Mr. Glidden said we need to maintain a positive mitigation plan in order to have eligibility should we apply for a FEMA mitigation grant.

Mr. Paine made a motion, effective November 23, 2020, to approve the attached commitment letter to participate in the Capitol Region Building Resilient Infrastructure and Committees Natural Hazard Mitigation Planning Grant Program and to authorize Town Manager, Maria E. Capriola, to execute said document. Ms. Battos seconded the motion. All were in favor and the motion passed.

h) Bridge Easements and McLean Game Refuge – Legal Counsel Conflict Waiver Request

Mr. Wellman said the Town is going to rehabilitate two bridges that are adjacent to the McLean Game Refuge. In order to perform this work the Town needs easements from the McLean Game Refuge. McLean has asked Day Pitney Law Firm to work with the Town attorney to establish the easements. Day Pitney represents the

Town as Bond Counsel on totally unrelated matters. Our Town attorney is advising this Board to approve a conflict waiver request in this matter.

Mr. Askham made a motion, effective November 23, 2020, to approve the attached conflict waiver request from Day Pitney, LLP, to represent the McLean Game Refuges, Inc. in connection with the Town’s request for easements to perform rehabilitation of two bridges adjacent to the Game Refuge property. Ms. Battos seconded the motion. Mr. Wellman, Mr. Askham, Ms. Battos, Ms. Mackstutis, and Mr. Peterson were in favor with Mr. Paine abstaining. Therefore, the motion passed.

i) Purchase and Sale Agreement for Disposition of a Portion of Open Space Located Along the Rear/Eastern Property Line for 133 Holcomb Street and Route 315 Bike Path Easement

Mr. Wellman said this is a proposed agreement to sell a piece of open space that is adjacent to 133 Holcomb Street and to purchase an easement for a bike path along Route 315. The owners of 133 Holcomb Street owns a business property along Route 315 where the Town is going to build a bike path. As part of the agreement, the Town would purchase this easement and sell a small parcel of open space near their back yard, which is not accessible by the public. There have been two public hearings on the sale of the open space. The cost of the easement would be \$52,000 and the Town would receive \$6,000 for the sale.

There was a lot of discussion on acreage. There seems to be some discrepancies, but the purchaser can purchase the parcel with the good faith effort presented or we will have to start this process all over.

Mr. Askham made a motion, effective November 23, 2020, to approve the purchase and sale agreement regarding an easement at 20 Tariffville Road for the proposed multi-use trail from Route 10 to Curtiss Park and the sale of a portion of open space located along the rear/eastern property line of 133 Holcomb Street. Further, move to authorize Town Manager, Maria E. Capriola, to execute a Purchase and Sale Agreement with the property owners of 133 Holcomb Street and 20 Tariffville Road once the final mapping and surveying of the Holcomb property has been completed to the Town Attorney’s satisfaction. Mr. Peterson seconded the motion. Mr. Wellman, Mr. Askham, Ms. Battos, Mr. Paine, and Mr. Peterson were in favor. Ms. Mackstutis was opposed. Therefore, the motion passed.

j) Economic Development Commission 2020-2021 Work Plan

Mr. Wellman said the Work Plan is essentially unchanged from what the Commission is working on such as business incentives, refreshing marketing, outreaching to businesses, etc. He is recommending they complete all these tasks before adding new items.

After some discussion, Ms. Mackstutis made a motion, effective November 23, 2020, to adopt the Economic Development Commission’s 2020-2021 Work Plan as presented. Mr. Paine seconded the motion. All were in favor and the motion passed.

APPOINTMENTS AND RESIGNATIONS

a) Proposed Reappointment of Jennifer Caulfield to the Police Commission

Mr. Askham made a motion, effective November 23, 2020, to reappoint Jennifer Caulfield (U) as a regular member to the Police Commission to a term beginning on January 1, 2021 and to expire on January 1, 2025. Ms. Battos seconded the motion. All were in favor and the motion passed.

b) Proposed Appointment of Jen Batchelar to the Sustainability Team

Ms. Battos made a motion, effective November 23, 2020, to appoint Jen Batchelar (R) representing the Board of Education to the Sustainability Team, replacing Jeffrey Tindall. Mr. Peterson seconded the motion. All were in favor and the motion passed.

REVIEW OF MINUTES

a) Regular Meeting of November 9, 2020

Mr. Peterson made a motion to approve the minutes of the Regular Meeting of November 9, 2020 with changes: To add deed restriction to properties that were subject to tax sales and small city grants. Mr. Paine seconded the motion. All were in favor and the motion passed.

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

- a) **Pension** –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.

Mr. Askham spoke about COVID-19 warnings for gatherings at Thanksgiving and contact tracing. He said there was a big private party, where a COVID patient attended, which made businesses and schools close down. He said kids and adults need to take this seriously and adhere to the warnings. He has asked the Town, as a resident, to investigate this party further as a possible criminal case.

Ms. Capriola also spoke about this party, stating there is a limit of 10 people at a gathering. She said all residents have a responsibility to adhere to the gathering size and the COVID warnings. This issue was very disappointing.

- e) **Board of Education** –Ms. Mackstutis said Erin Murray is leaving after 14 years. The Board of Education talked a little about the capital review plan and Techtron, which will all be brought up at the Tri-Board meeting. They also discussed the 2.7 million dollars that are needed for school maintenance.

Ms. Mackstutis said she attended the last Aging and Disabilities meeting where approximately 10 people attended. They spoke about the affordable housing issues, but most people want diversity and inclusion. Most people are interested in an advisory committee or task force.

Mr. Peterson also attended this meeting and he said he feels residents have interest and subjectivity, but much more data is needed on the affordable housing issues.

Mr. Wellman said the important thing is to define the problems and understand the goals. Should there be diversity and affordability; both or neither.

COMMUNICATIONS

- a) **Memo from M. Capriola Re: Board of Finance FY 21/22 Budget Guidelines**

Ms. Capriola said this draft document from the Board of Finance will be discussed at Tri-Board. Her initial thoughts are to recommend goals and priorities of the Board of Selectmen and Board of Education. The Board of Finances information requests would need much more staff to fulfil. The budget guidelines will need to be fully discussed at the Tri-Board meeting.

ADJOURN

Mr. Askham made a motion to adjourn at 8:13 p.m. Ms. Battos seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk