



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

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SIMSBURY BOARD OF SELECTMEN - AMENDED

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

Regular Meeting – December 16, 2019 – 6:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

PRESENTATION

- a) Clean Energy Task Force - Community Choice Aggregation (CCA)

FIRST SELECTMAN'S REPORT

TOWN MANAGER'S REPORT

SELECTMEN ACTION

- a) Tax Refund Requests
- b) Renewal of Lease of State Land, Simsbury, Location: Corner of Route 315 & 202
- c) Simsbury Meadows Performing Arts Center Operations Agreement
- d) Proposed Donation from Hartford Foundation for Public Giving

APPOINTMENTS AND RESIGNATIONS

- a) Short-Term Rental Ordinance Workgroup Appointment
- b) Continuance of Temporary and Special Boards, Committees, and Commissions Created by Section 403 of the Charter

REVIEW OF MINUTES

- a) Regular Meeting of November 25, 2019
- b) Special Meeting of December 5, 2019

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

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



COMMUNICATIONS

- a) Email from K. Kowalski RE: Volunteer Tax Abatement, dated December 11, 2019

EXECUTIVE SESSION

- a) Pursuant to CGS §1-200(6)(E), Discussion of Correspondence Exempt from Disclosure: Attorney-Client Privilege (Tobacco Valley Solar Tax Stabilization Request)
- b) Pursuant to CGS §1-200(6)(D), Discussion of Possible Purchase and Sale of Parcel for Real Property for Open Space Purposes

ADJOURN



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Community Choice Aggregation

2. **Date of Board Meeting:** December 16, 2019

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

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

If the Board of Selectmen is in support of the Community Choice Energy Program for local governments in Connecticut, the following motion is in order:

Move, effective December 16, 2019 to adopt the attached resolution in support of state legislation enabling Community Choice Aggregation in Connecticut.

5. **Summary of Submission:**

At the October 21, 2019 Clean Energy Task Force meeting, Peter Millman of the non-profit Eastern Connecticut Green Action gave a presentation about Community Choice Aggregation (CCA). CCA is a mechanism that allows individual towns or groups of towns to control their electricity purchasing. CCA is currently available in nine states and has been a tool for lowering electricity costs and increasing the percentage of renewable energy purchased. In order to be available in Connecticut, enabling legislation is required.

At that meeting, the Clean Energy Task Force voted to recommend that the Board of Selectmen pass a resolution in support of state CCA legislation (an illustrative resolution is attached). Such legislation, if passed, would not require Simsbury to enact CCA, but it would make that option available.

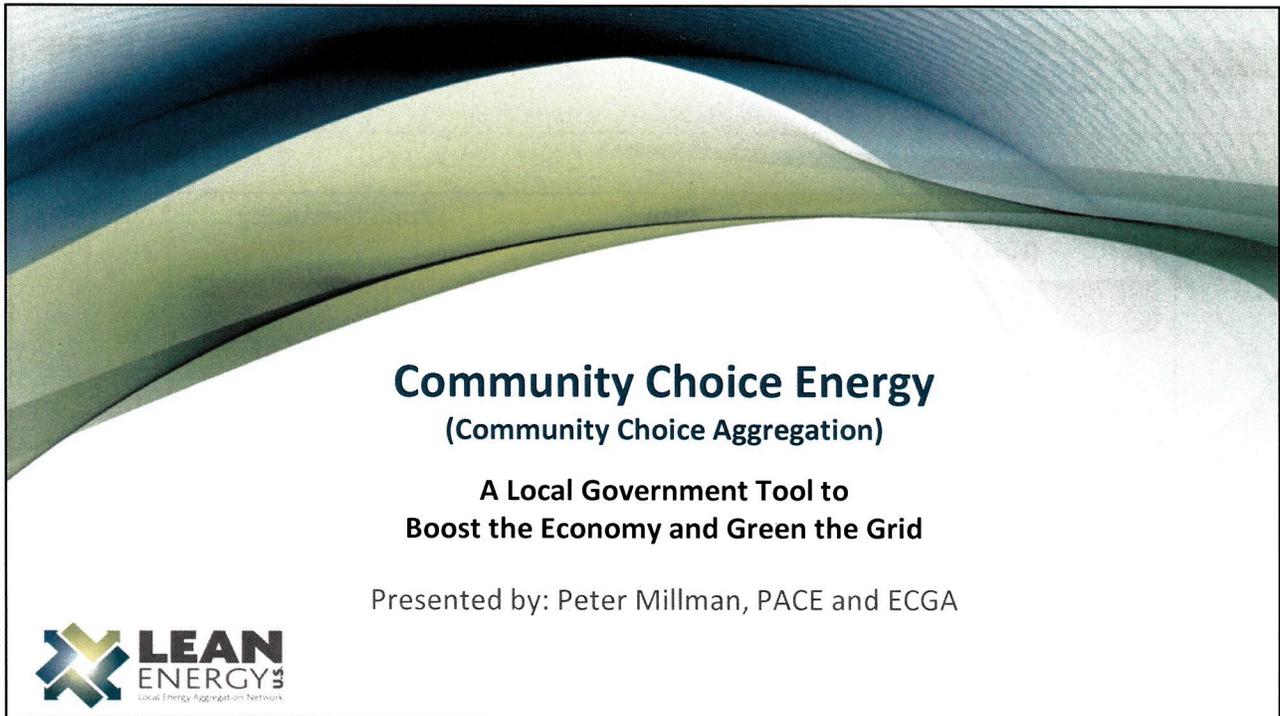
Peter Millman will be present to give a brief overview of CCA and answer any questions the Board has regarding CCA or the proposed municipal resolution.

6. **Financial Impact:**

None at this time. If the state passes this legislation, and Simsbury ultimately chooses to participate, future savings on electricity may be possible.

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

- a) Presentation Slides
- b) Resolution of Interest in Community Choice Energy (CCE) for Local Governments in the State of Connecticut



Community Choice Energy (Community Choice Aggregation)

**A Local Government Tool to
Boost the Economy and Green the Grid**

Presented by: Peter Millman, PACE and ECGA



LEAN ENERGY US
Local Energy Aggregation Network

What is Community Choice Aggregation?



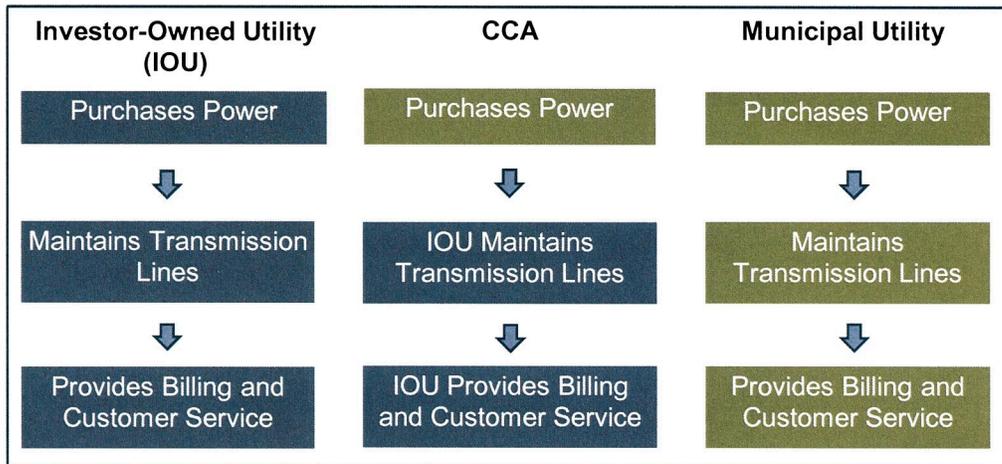
Harnessing the Power of Communities

How Community Choice Aggregation Works

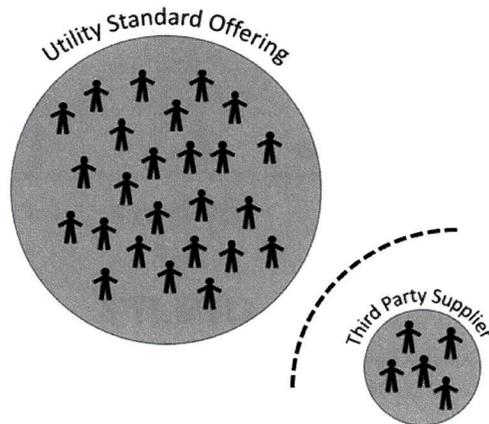


<p>source</p> <p>▼</p> <p>CCA</p> <p>buying and building electricity supply</p>	<p>delivery</p> <p>▼</p> <p>UTILITY</p> <p>delivering energy, maintaining lines, billing customers</p>	<p>customer</p> <p>▼</p> <p>YOU</p> <p>benefitting from affordable rates, local control, cleaner energy</p>
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Role of CCA vs. Utilities

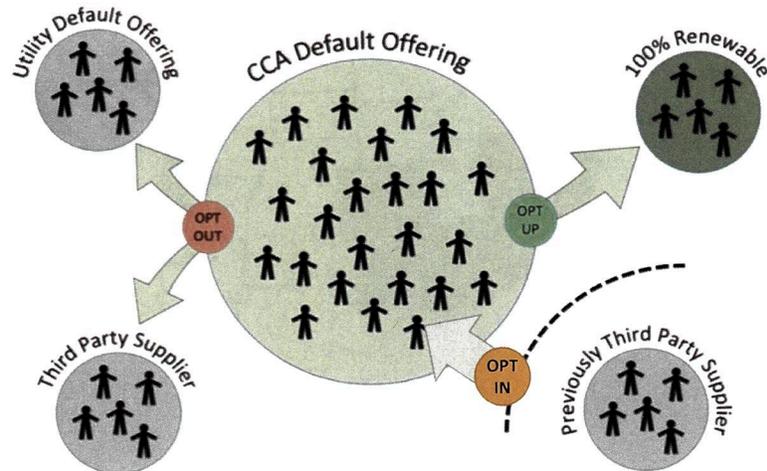


Current Electricity Choices in Connecticut



Source: Modified from Green Energy Consumers Alliance, MA

Electricity Choices With CCA



Source: Modified from Green Energy Consumers Alliance, MA

Community Choice Benefits of CCA



Energy Choice and Consumer Protection

- Energy supplier(s) based on community and ratepayer priorities
- Choice to opt-out or opt-up
- Better consumer protections than individual contracts

Affordable Electric Bills

- 3-20% average savings around the country

Environmental Impacts

- Rapid achievement of state and local environmental goals
- Energy efficiency and other clean energy programs

Economic Development

- Rate savings that remain in the community
- Energy efficiency programs save money, create local jobs
- Development of small and utility scale renewable projects

CCA is on the Move Across the US



Authorized in 8 States:

- California
- Illinois
- Massachusetts
- New Jersey
- New York
- Ohio
- Rhode Island
- Virginia

Legislation Introduced:

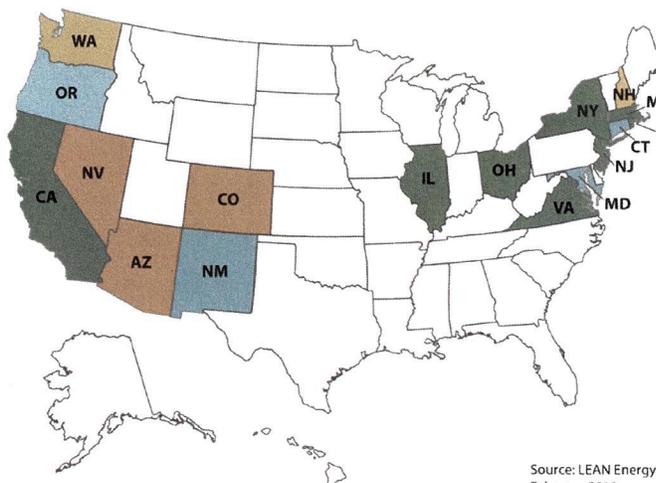
- Connecticut
- Maryland
- New Mexico
- Oregon

Watch List/Potential:

- Arizona
- Colorado
- Nevada

Inquiries Received:

- New Hampshire
- Washington



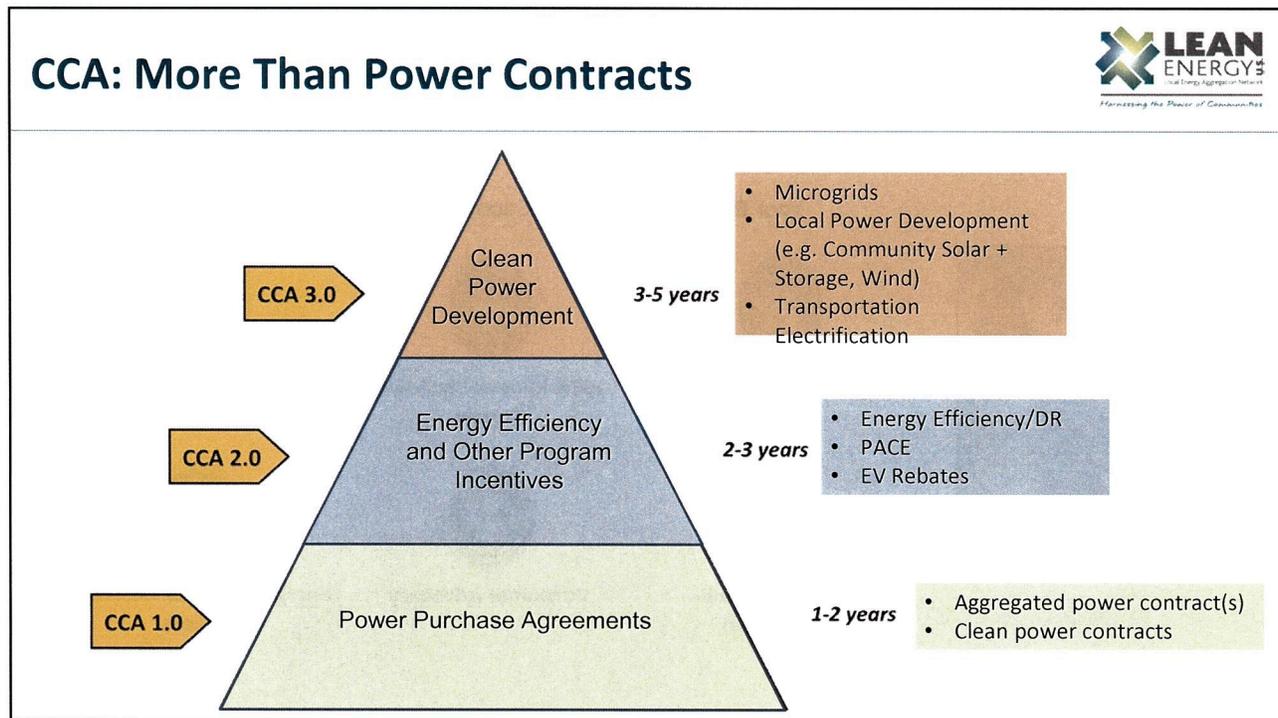
Source: LEAN Energy U.S.
February 2019

How CCA Works



1. State passes **enabling legislation** and develops **regulations**, with state review of process.
2. Local governments participate by passing **ordinances**, which take a year or more.
3. As an **opt-out program**, CCE becomes **the default electricity provider**.
4. CCA and IOU work with energy providers and administrators for **data transfer and power contracting**
5. Customers continue to pay their bill and receive power through the utility
6. CCAs are **governed locally** and **managed professionally**
 - Similar to other municipal services such as public power, sewer and water
7. CCAs are required to comply with state and local laws.

CCA: More Than Power Contracts



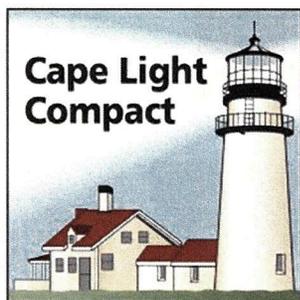
CCA 1.0 - Newton, MA Green Energy Contract



1. Extends 22 months, starting March 2019
2. Decreases electricity rate from 13.70 ¢/kWh to 11.34¢/kWh, saving a typical ratepayer **\$16.48 per month**
3. Provides electric customers with **60% renewable energy content** (compared with the state mandated 14%)
4. A survey of 8 MA towns showed an average residential supply rate **decrease of 16%**, compared to the utility standard offering.



CCA 2.0 - Cape Light Compact, MA



Your Energy Resource on Cape Cod and Martha's Vineyard!



Energy Efficiency For Your Home



100% Renewable Power Supply



Business Incentives



Commercial New Construction



Consumer Advocacy



Energy Efficiency for Your Business

CCA 3.0 – Examples from California CCAs



Airport Microgrid - Redwood Coast Energy Authority



Advanced Energy Rebuild – Sonoma Clean Power



Electric Bus Conversion – Lancaster Choice Energy



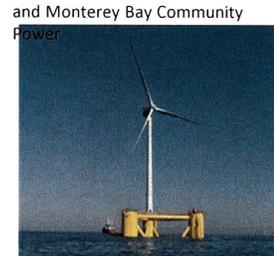
10.5 MW Community Solar on Brownfield Site – MCE Clean Energy



EV Rebates and Incentives – multiple CCAs



Off-Shore Wind – Redwood Coast and Monterey Bay Community Power



A Growing Coalition in CT for CCA - Join Us!



2019 Connecticut Legislative Update



- Eversource (formerly Connecticut Light & Power)
- United Illuminating
- Other/Municipals

HB 6241 and HB 7015 were spot bills that did not pass out of the Energy and Technology Committee. Will reintroduce in 2020 session.

Recent CT Voter Poll Shows Support of Concept*

*Q.42 As you may know, several states, including Massachusetts and New York, offer consumers a plan to lower electric rates and produce more renewable energy by allowing local governments to supplement their traditional energy supply with alternative energy sources. This allows for local communities to increase their use of green power and have more control over electricity sources while reducing costs for consumers. **Would you support or oppose allowing local governments in Connecticut to adopt this type of plan?***

Strongly support	42%
Somewhat support	33%
Somewhat oppose	8%
Strongly oppose	13%
Don't know/refused	4%

Total Support 75%
Total Oppose 21%

** Poll of 600 likely CT voters conducted by Greenberg, Quinland and Rosner - April 11-17, 2019*

What YOU can do to advance CCA in Connecticut

Pass a municipal resolution supporting CCA in your town or city.

- Start the discussion with town officials and local energy advocates
- Send a message to state legislators
- Speakers are available. Dan Knudsen, Mike Uhl, Peter Millman
- Sample resolutions are available





Now is the time to take control of your
energy future...

CCA is the path forward.

Thank you!

Peter Millman, PACE and ECGA
CCAconnecticut@gmail.com

Resolution of Interest in Community Choice Aggregation (CCA) for Local Governments in the State of Connecticut

Whereas, a local energy model called Community Choice Aggregation is a proven strategy to expand consumer choice, lower electric rates, and meet state and local environmental goals;

Whereas, Community Choice Aggregation currently exists in nine states (CA, IL, OH, VA, RI, NJ, NY, NH and MA) and is a mechanism by which local governments use aggregate buying power to procure electrical power for municipal, residential and commercial customers in their jurisdictions.

Whereas Community Choice Aggregation work in partnership with the utility, which continues to provide power delivery, grid maintenance, and consolidated customer billing;

Whereas, Community Choice Aggregation currently serves millions of customers around the Country, and consistently exceeds utility performance in the areas of local choice, electric rates, renewable content and greenhouse gas reductions;

Whereas the Connecticut Office of Consumer Counsel has condemned the behavior of some individual retail suppliers marketing to individuals and that CCA is an alternative that can protect consumer interests;

Whereas the benefits of lower electric rates, energy efficiency programs, and economic development that can result from Community Choice Aggregation are of particular value to low and moderate income ratepayers;

Whereas, HB 6241 and HB 7015, two Community Choice Energy bills, were introduced in the Energy and Technology Committee during the 2019 session of the General Assembly and are expected to be reintroduced in 2020;

Whereas Community Choice Aggregation legislation would have no significant negative fiscal impacts on Connecticut or municipalities and provide significant local and regional economic development benefits;

Whereas, Community Choice Aggregation also provides the opportunity to fund and implement a wide variety of local energy programs tailored to the needs of a community; and,

Whereas, Community Choice Aggregation, if determined to be technically and financially feasible for Connecticut cities and towns, could provide substantial environmental and economic benefits to the residents and businesses in [Name of City/County];

NOW THEREFORE BE IT RESOLVED by the City Council of [Name of Municipality] that:

[Name of Municipality] indicates its interest in the potential for Community Choice Energy in the State of Connecticut and would support the State's efforts in that regard.

[Name of Municipality] further indicates that state enabling legislation should at a minimum allow a Community Choice Aggregation municipality or group of municipalities to do the following:

- Procure electricity on behalf of the CCA's residents, businesses, and municipal accounts;
- Automatically enroll residents and businesses that have not already chosen a third-party supplier, but with ample opportunities to opt out;
- Obtain all customer usage information from the utility that the CCA requires to fulfill its purposes;
- Administer all energy efficiency funds paid by customers located within their jurisdictional boundaries for purposes of promoting and funding local energy efficiency programs;
- Obtain funding and develop local renewable energy projects;

Adoption of this Resolution in no way obligates [Name of Municipality] to participate in Community Choice Energy, unless it so chooses by adoption of ordinance if authorized by the State.

PASSED AND ADOPTED by the City Council of [Name of Municipality], State of Connecticut, this ___ day of ___, 2019 by the following vote:



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 16, 2019
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Colleen O'Connor, Tax Collector
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports approving the tax refunds as presented, the following motion is in order:

Move, effective December 16, 2019 to approve the presented tax refunds in the amount of \$2,591.16, 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 \$2,591.16. The attachment dated December 16, 2019 has a detailed listing of all requested tax refunds.
7. **Description of Documents Included with Submission:**
 - a) Requested Tax Refunds, dated December 16, 2019

REQUESTED TAX REFUNDS
DECEMBER 16, 2019

	BILL NUMBER	TAX	INTEREST	TOTAL
List 2017				
Honda Lease Trust	17-03-58545	\$84.93		\$84.93
Martin, Hayes P	17-03-61896	\$105.25		\$105.25
Total 2017		\$190.18	\$0.00	\$190.18
List 2018				
CAB East LLC	18-03-52446	\$471.91		\$471.91
Financial Ser Veh Trust	18-03-55857	\$1,159.90		\$1,159.90
Financial Ser Veh Trust	18-03-55858	\$173.61		\$173.61
Honda Lease Trust	18-03-58191	\$327.30		\$327.30
Korten Peter C	18-03-59972	\$49.56		\$49.56
Robbins, Vaughn	18-03-65632	\$218.70		\$218.70
Total 2018		\$2,400.98	\$0.00	\$2,400.98
TOTAL 2017		\$190.18	\$0.00	\$190.18
TOTAL 2018		\$2,400.98	\$0.00	\$2,400.98
TOTAL ALL YEARS		\$2,591.16	\$0.00	\$2,591.16



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Renewal of Lease of State Land, Simsbury, Location:
Corner of Route 315 & 202
2. **Date of Board Meeting:** Monday, December 16, 2019
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager, Jerome F. Shea, P.E. Town Engineer
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectman supports this lease renewal, the following motion is in order:

Move, effective December 16, 2019, to authorize Town Manager, Maria E. Capriola, to execute a lease agreement between the State of Connecticut Department of Transportation and the Town of Simsbury at the intersection of State Route 202, U.S Route 10 and State Route 315 in the Town of Simsbury for public parking adjacent to the Farmington Canal Heritage Trail.
5. **Summary of Submission:**
The State of Connecticut has notified the First Selectman of the need for a lease extension for the state owned property currently being used for parking for the Farmington Canal Heritage Trail. The parking area is located just south of Route 10/202 (Hopmeadow Street) near the intersection of State Routes 315 (Tariffville Road). The parking area has benefited the users of the multi-use trail as there are limited locations for public parking at this location along the multi-use trail. I recommend that we renew this lease agreement for another five year period (through December 31, 2024); there is an option for one additional five year renewal thereafter (through December 31, 2029). Town Counsel has recommended execution of the Lease Agreement in the current form.
6. **Financial Impact:**
There is no financial impact as part of this lease agreement with the exception of minor maintenance that may be required over the term of the lease.
7. **Description of Documents Included with Submission:**
 - a) Letter from Conn. DOT, dated November 1, 2019
 - b) Current Lease Agreement, dated December 29, 2014



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone: (860) 594-2392

November 1, 2019

The Honorable Eric Wellman
First Selectman
Town of Simsbury
933 Hopmeadow Street
Simsbury, Connecticut 06070

Dear First Selectman Wellman:

Subject: Lease of State Land – Simsbury
Location: Corner of Route 315 & 202
File No.: 128-000-73

The subject Lease Agreement will expire on December 31, 2019. In accordance with Article 4 on page 2 of the Lease Agreement, you have an option to renew the Lease Agreement for an additional five (5) year period of time. All other terms and conditions of the subject Lease Agreement shall remain in full force and effect. The term of the option is for a five-year period which will commence on **January 1, 2020 and end on December 31, 2024.**

If you are in agreement to exercise this option, please execute this form on the signature line and return it by **November 30, 2019**. Failure to exercise your renewal option by this date will result in the termination of the Lease Agreement. Once terminated, a \$500.00 administrative fee will be imposed for the preparation of a new lease agreement.

If you have any questions, please contact Ms. Christie A. LaBella, the Property Agent assigned the file, at (860) 594-2465.

Very truly yours,

Melanie Fadoir
Supervising Property Agent
Property Management Section
Division of Rights of Way

Acknowledged and Accepted on Behalf of

Eric Wellman
First Selectman

Date: _____

Enclosure

Agreement No. 12,30-02(14)

LEASE AGREEMENT
BETWEEN
STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION
AND
TOWN OF SIMSBURY
STATE ROUTE 202, U.S. ROUTE 10 AND STATE ROUTE 315
TOWN OF SIMSBURY
FILE NO. 128-000-073

THIS LEASE AGREEMENT ("Agreement"), concluded at Newington, Connecticut, this 29 day of December, 2014, by and between the State of Connecticut, Department of Transportation ("State"), James Redeker, Commissioner, acting herein by Terrence J. Obey, Director, Division of Rights of Way, Bureau of Engineering and Construction, duly authorized, and the Town of Simsbury ("Second Party"), a Connecticut municipal corporation, with a mailing address of 760 Hopmeadow Street, Simsbury, Connecticut 06070, acting herein by Mary A. Glassman, its First Selectman, hereunto duly authorized.

WITNESSETH: THAT,

WHEREAS, the Second Party has requested the use of certain land, hereinafter described ("Premises"), for motor vehicle parking in conjunction with a bikeway trail. This is an alternate use on a temporary basis, and

WHEREAS, the State and the Second Party acknowledge and agree that the Premises is designated for transportation use under relevant provisions of the Federal Aid Highway Act, as amended, and that all other uses are temporary and subordinate thereto, and

WHEREAS, the State has the authority pursuant to Section 13a-80a of the Connecticut General Statutes, as revised, to enter into this Agreement with the advice and consent of the Secretary, Office of Policy and Management of the State of Connecticut.

NOW, THEREFORE, KNOW YE:

The State does hereby lease to the Second Party, subject to all stipulations, restrictions, specifications and covenants herein contained, the Premises situated in the Town of Simsbury, County of Hartford, and State of Connecticut, on the easterly side of State Route 202 and southerly side of State Route 315, with appurtenances thereon, if any, containing approximately 14,000± square feet, as shown on a sketch attached hereto, herein referred to as: "EXHIBIT A".

1. The sole purpose of this Agreement is to allow the Second Party to, and the Second Party agrees that it will, use the Premises for motor vehicle parking in conjunction with a bikeway trail. This is an alternate use on a temporary basis. Due to the Premises proximity to the State highway, the Second Party agrees that the Second Party's obligations to hold harmless and indemnify the State and others as provided in Item 6 of the "Specifications" (referred to and defined in Article 7 hereof) for or against any and all claims, losses, liabilities and other matters arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of the Second Party shall include, without limitation, any injury (including death) and damage to property that is caused by any debris that falls, is thrown or otherwise emanates from any bridge or roadway which is near or above either the Premises or any adjacent property.

2. The term of this Agreement is for a five (5) year period of time commencing January 1, 2015, to and including December 31, 2019.

3. There shall be no monthly monetary consideration to the State, as long as the Premises remains free to the public.

4. The Second Party shall have the right to renew this Agreement for two (2) additional five (5) year periods of time, subject to a review and update of the rental fee, by giving the State official notice, as the same is hereinafter defined.

5. This Agreement may be terminated at any time, with or without cause, by either party hereto, by giving the other party thirty (30) days official notice, as the same is hereinafter defined, and upon expiration of said notice period, this Agreement shall terminate with the same effect as if the date specified in such notice was the date originally specified herein as the date as of which this Agreement otherwise is due to expire.

6. The Second Party may, at its option and expense, record a Notice of Lease, in which case, it is mutually understood and agreed by the parties hereto that when pages -1- thru and including -4- hereof are duly recorded in the land records of the town(s) in which the Premises exist, the said pages are and shall continue to function as a Notice of Lease pursuant to Section 47-19 of the Connecticut General Statutes, as revised.

7. It is mutually understood and agreed by the parties hereto that this Agreement is made subject to each and every specification and covenant, unless specifically deleted therefrom, contained in the "Standard Highway Lease Specifications & Covenants: Governmental", dated August 29, 2013 ("Specifications"), which is hereby made an integral part of this Agreement by attachment hereto.

8. If any improvements are planned to be made to the Premises, the Second Party must obtain an Encroachment Permit in accordance with Item (20) of the Specifications. The Second Party must contact the Special Service Section Chief of the State's District IV Maintenance Office, at (203) 591-3610, to apply for this Permit.

Agreement No. 12,30-02(14)

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
James Redeker, Commissioner

Yolanda Islands
Name: Yolanda Islands
Mark DeLapue
Name: Mark DeLapue

By [Signature] (Seal)
Terrence J. Obey
Director, Division of Rights of Way
Bureau of Engineering and Construction

Date: 12/29/14

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS: Newington) December 29 A.D., 2014
Date

Personally appeared for the State, Terrence J. Obey, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Department of Transportation and his free act and deed as Director, Division of Rights of Way, Bureau of Engineering and Construction, before me.

My Commission Expires: 6/30/2017

[Signature]
Notary Public

WITNESSES:

SECOND PARTY
TOWN OF SIMSBURY

John Martin
Name: John Martin
James Croley
Name: James Croley

By [Signature] (Seal)
Mary A. Glassman
First Selectman

Date: 11/10/14

STATE OF Connecticut)
COUNTY OF Hartford) SS: Simsbury 11/10/14 A.D., 2014
City/Town Date

Personally appeared for the Second Party, Mary A. Glassman, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of the Town of Simsbury, and her free act and deed as Selectman, before me.

My Commission Expires: 2/28/16

[Signature]
Notary Public

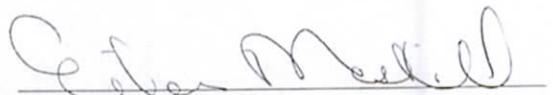
Agreement No. 12,30-02(14)

This Agreement is made with the advice and consent of the undersigned in conformance with Section 13a-80a of the Connecticut General Statutes, as revised.

Deputy 
Secretary
Office of Policy & Management
State of Connecticut

Date: 04/14/15

APPROVED:


Asst. Attorney General
State of Connecticut

Date: 04/24/15



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Simsbury Meadows Performing Arts Center Operating Agreement
2. **Date of Board Meeting:** December 16, 2019
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**

If the Board of Selectmen approves the proposed Simsbury Meadows Performing Arts Center Operating Agreement, the following motion is in order:

Move, effective December 16, 2019, to approve the proposed Simsbury Meadows Performing Arts Center Operating Agreement as presented and to authorize Town Manger Maria E. Capriola to execute the agreement.

5. **Summary of Submission:**

As discussed at the December 5th Board of Selectmen meeting, the current operating agreement with Simsbury Meadows Performing Arts Center, Inc. expires December 31, 2019. Myself, Attorney DeCrescenzo, Deputy First Selectman Askham, former Board member Kelly, PAC President Linda Schofield, and PAC Board member Greg Picuch have been participating in discussions regarding the contract renewal.

The proposed term of the agreement is January 1, 2020 through December 31, 2024, with an option for a five year renewal from January 1, 2025 through December 31, 2029. Highlights of some of the proposed substantive changes/requests to the existing operating agreement include:

- Waiver of parking lot lining fees, not to exceed \$2,000 per year.
- Town sponsored private duty rate applies to all events held at the PAC in which the PAC is the applicant through the public gathering permit process, including those events sponsored by non-profits (such as the Chamber's Chili Challenge) and events held partially off-site (such as marathons and walking events).
- Public gathering permits for existing events without substantial changes will go through an administrative approval process before the Public Gathering Committee with Town Manager sign-off; when a permit is denied, the PAC may file an appeal to the Board of Selectmen. New events or existing events with substantial changes will still require review/approval by the Board of Selectmen.
- Local building and land use application fees will not apply for approved Board of Selectmen capital projects at the PAC facility.

6. Financial Impact:

If the request to waive fees associated with lining the parking lot is granted, the Town will lose an estimated \$1,830 in revenue annually, but an amount not to exceed \$2,000 annually. Currently, the athletic field special revenue fund receives revenue for and pays expenditures to line the parking lot at the PAC/Rotary Park. If the Board of Selectmen supports waiving the lining fees I recommend that we budget a future offsetting contribution from the General Fund of \$2,000 per fiscal year beginning 7/1/20, then transfer those funds to the athletic field special revenue fund.

If the Town sponsored private duty rate is applied to all events in which the PAC is the applicant for the public gathering permit, the estimated loss in revenue is \$5,262 annually. The private duty fund is currently in a financially stable position and has a fund balance.

In totality, these allowances would result in a loss of revenue to the Town of \$7,092-\$7,262 per year.

7. Attachments:

- a) Proposed Simsbury Meadows Performing Arts Center Operating Agreement
- b) Existing Simsbury Meadows Performing Arts Center Operating Agreement

FACILITY OPERATION AGREEMENT

SIMSBURY PERFORMING ARTS CENTER

This facility operation agreement (“Agreement”) is entered into this ____th day of December, 2019 by and between the Town of Simsbury, a municipal corporation having its territorial limits within the County of Hartford and State of Connecticut, (hereinafter the “Town”), and Simsbury Performing Arts Center, Inc., a Connecticut non-stock corporation having a mailing address of P.O. Box 245, Simsbury, CT 06070 (hereinafter, “SPAC”).

WITNESSETH:

WHEREAS, the Town is the owner of the Performing Arts Center facility on Iron Horse Boulevard, Simsbury, Connecticut;

WHEREAS, SPAC has been formed as a Connecticut non-stock corporation organized exclusively for charitable, religious, educational and scientific purposes under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any federal tax code;

WHEREAS, Simsbury Performing Arts Center, Inc., through the Simsbury Meadows Performing Arts Center, will enrich community spirit, quality of life and economic development in Simsbury and the surrounding region;

WHEREAS, the Town has determined that this mission is consistent with its purposes in the ownership and operation of the Performing Arts Center; and

WHEREAS, the Town and SPAC acknowledge that it is in their mutual interest that the SPAC continue to manage and direct the operation of the Performing Arts Center under the terms and conditions of this Agreement as amended herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Town and the SPAC covenant and agree as follows:

1. Term of Agreement. The term of this Agreement (“Term”) shall be five (5) years beginning on January 1, 2020 and expiring on December 31, 2024. This Agreement shall supersede the prior Agreement between the parties. The Term Agreement may be extended for a period of five (5) years by agreement of the parties. A request for extension must be made no later than November 30, 2024.

2. The Premises. The Premises covered by this Agreement shall consist of Parcel A (the “Performing Arts Center”) and Parcel B (the “Associated Grounds”), as set forth in Attachment A, attached hereto and made a part hereof. Parcel A and Parcel B may be referred to herein, collectively, as the “Premises” or the “PAC Facility”.

3. Grant. Subject to the terms, conditions and limitations set forth in this Agreement, the Town hereby grants SPAC and its agents, employees, volunteers, contractors, vendors, licensees, guests, students and customers a license as follows:

(a) Parcel A. SPAC shall have the exclusive license to use and occupy, together with the exclusive right to manage and conduct the operations of, the Performing Arts Center (Parcel A) during the period beginning on and including April 1 and ending on and including November 1 of each year of the Term (the “PAC Season”). The management and operation of the Performing Arts Center shall be conducted in a manner consistent with the terms and conditions set forth herein, including provisions of any cancellation policy adopted pursuant to ¶ 10 of this Agreement.

(b) Parcel B. The Town further grants to SPAC a non-exclusive license to use and occupy the Associated Grounds (Parcel B) during the PAC Season for purposes consistent with its mission. SPAC acknowledges and agrees that the Town may use the PAC Facility for any purpose during the PAC Season in accordance with the provisions of Section 9 of this Agreement.

(c) Office Space. The Town further grants to SPAC the use of suitable office space throughout the entire Term. During the PAC Season, such office space shall be located at the PAC Facility. Outside the PAC Season, the office space may be located at another location, provided such office space is in a location convenient to the PAC Facility.

(d) Storage Space. The Town further grants to SPAC the exclusive, year-round license to use and occupy those two buildings at the Premises shown and depicted on Attachment A as “Existing Building F.F.=154.2” and “Existing Building F.F.=159.0” and the Ticket Booth adjacent to Iron Horse Boulevard.

(e) Grant Includes Right to Hold Public Gatherings at the PAC Facility. By entering into this Agreement, the Town hereby grants to SPAC the right to hold public gatherings at the PAC Facility, in lieu of having to make separate application to the Board of Selectmen to obtain a public gathering permit for each individual event. Nothing herein shall affect or diminish SPAC’s obligations: (1) to obtain permits as otherwise required by local ordinance or regulation (such as, for example, from the FVHD before selling concessions), or (2) to provide for and maintain such police, fire and ambulance protection as is reasonably required by the Town, acting through its Town Manager. If a permit is denied by the Town Manager, SPAC has the right to appeal the decision to the Board of Selectmen. Notwithstanding the foregoing, the Town Manager reserves the right to refer any new or substantially changed Event to the Board of Selectmen for full public gathering permit review.

(f) Closure of Dog Park and Playground by Town during Major Events. The Town shall cooperate with SPAC to close or restrict access to the dog park and playground adjacent to the PAC Facility as needed on days when there are major Events at the PAC Facility.

4. License Fee. In consideration of the grant set forth in ¶ 3, SPAC shall pay the Town a license fee of two thousand five hundred dollars (\$2,500.00). In further consideration thereof, SPAC shall also assume and be responsible to pay for the additional cost and expense operating and managing the SPAC Facility as more particularly forth in ¶ 6 of this Agreement.

5. Services Provided by SPAC. In carrying out its services herein, SPAC will schedule live performances and community events, which may include:

- Concerts of different genres, featuring a range of performers from local talent to top tier talent consistent with the historical use of the PAC Facility;
- Other cultural and community events (to include movies, events for children and events consistent with the historical use of the PAC Facility). Use of the PAC Facility for community events by local not-for-profits shall not be unreasonably withheld;
- Septemberfest;
- Performances and events by community groups that provide performance opportunities for the residents of the Town
- Private functions; and
- Such other activities not inconsistent with the SPAC's mission statement and the terms of this Agreement.

6. Responsibilities of SPAC. In performing under this Agreement, SPAC shall have the responsibilities set forth below.

(a) Operational Costs and Expenses. In performing the services outlined above, SPAC shall be responsible for all costs required for its operation and for the presentation of SPAC events at the PAC Facility above and beyond the Town's routine and customary building and field maintenance costs.

(b) SPAC Operational Contact. SPAC will designate and provide to the Town a contact or contacts for the Town on routine operations matters.

(c) Equipment. SPAC shall be responsible for purchasing, maintaining and fueling its own equipment. Provided that SPAC (a) conducts routine basic maintenance checks of its equipment during the PAC Season; (b) utilizes Culture, Parks & Recreation to conduct off-season maintenance of the equipment; and (c) recognizes that in some cases SPAC may need to utilize third parties for more complex equipment repairs, Culture, Parks & Recreation shall continue to provide maintenance of equipment at the request of SPAC in accordance with the Schedule of Fees for Town Services included as Attachment B. Provision of such services by the town shall be at the sole discretion of the Director of Culture, Parks & Recreation or his/her designee, or the Director of Public Works or his/her designee. Town equipment, including golf carts from Simsbury Farms, shall not be loaned or leased to SPAC and the Town shall not provide fuel for SPAC equipment.

(d) SPAC Reimbursement to the Town. SPAC shall reimburse the Town for the cost of any and all services above and beyond services required to maintain the PAC Facility. Such reimbursements shall include services above and beyond the routine and customary maintenance of the PAC Facility requested by SPAC (e.g., additional mowing, if requested; repairs of golf carts, etc.) may be provided by the Town, subject to the prior approval of the Director of Culture, Parks & Recreation or his/her designee, or the Director of Public Works or his/her designee, according to the Schedule of Fees for Town Services included as Attachment B. The Town shall invoice SPAC for these services on a monthly basis and SPAC shall pay each such invoice within thirty (30) days of receipt.

(e) Other Costs and Expenses. SPAC shall further be responsible for paying and/or reimbursing the following costs and expenses:

(i) clean-up after events and activities held at the PAC Facility and run by SPAC.

(ii) in the event the Town is directly billed for utility charges to the PAC Facility, SPAC shall reimburse the Town for monthly payment of such utilities, as applicable, submitted for payment by the Town; provided that SPAC shall only be liable to reimburse the town for electric charges incurred during the PAC Season; and

(iii) the cost of staff, consultants, development of operational plans for the SPAC Season, and providing events to the public at reasonable rates.

(f) Representations and Warranties. SPAC warrants and represents that, throughout the Term:

(i) SPAC has obtained a Recognition of Exemption under Section 501(c)(3) of the Internal Revenue Code with the Department of the Treasury, Internal Revenue Service. The obligations of the parties hereunder are contingent upon the continued maintenance of SPAC's exempt status;

(ii) SPAC shall carry out all of its operations consistent with all pertinent ordinances and regulations of the Town and State, including but not limited to all town permitting regulations including, but not limited to, planning, zoning, inland wetlands, building, health and fire safety; and

(iii) in the event that SPAC sprays for insects at the PAC Facility, only pesticide applicators certified by the Department of Energy and Environmental Protection ("DEEP") shall be retained and only pesticides permitted by DEEP shall be used. SPAC shall also ask the DEEP-certified applicator to explore the use of larvicides when possible.

(g) Noise; Curfew. SPAC shall use its best efforts to ensure that events at the PAC Facility are held to a decibel level that does not unreasonably interfere with the rights of others to enjoy their property. 85 decibels is an industry standard for maximum volume and shall serve as a guideline for events at the PAC. Events held at the PAC will end at 10:00 p.m., unless prior written consent is obtained from the Town Manager. In the event that the town receives numerous and repeated complaints of excessive decibel levels, a maximum decibel level and a protocol for determining the actual decibel level may be imposed by Town Manager.

(h) SPAC Governance. SPAC is governed by a board of directors as more particularly set forth in SPAC's certificate of incorporation and bylaws. As of the Effective Date, a majority of SPAC's directors are appointed by the Town's Board of Selectmen. So long as SPAC's organizational documents require the Town to appoint directors of the SPAC's Board, SPAC shall be responsible for recruiting and screening qualified candidates, and for forwarding the names of such qualified candidates to the Town for appointment by the Board of Selectmen.

7. Capital Improvements and Repairs.

SPAC and the Town shall work cooperatively to identify capital needs for the PAC Facility and in the planning of capital improvements thereto.

SPAC and the Town may work cooperatively to complete grant applications for and to secure grant funding for capital improvement and other projects. Nothing herein shall be construed as creating an obligation on the part of the Town to fund SPAC proposed capital improvements or its operating expenses. Any donations to the Town must be approved by the Board of Selectmen in accordance with the Town's gift ordinance.

SPAC acknowledges that: (a) no work can occur on site without proper permits being received in advance of the work being performed, including the alteration of facilities, indoor or outdoor; and (b) when facility (buildings, grounds) work is to occur that requires building and/or zoning permits that is not managed by the Town, SPAC will notify the Town Manager's Office and/or Culture, Parks and Recreation at least one week in advance. Capital projects at PAC not being managed by the Town must have a designated project manager whose name will be submitted in advance by SPAC to the Town.

8. Responsibilities of the Town. In performing under this Agreement, the Town shall have the responsibilities set forth below.

(a) Maintenance and Repairs. The Town shall continue to provide routine and customary building and field maintenance for the PAC Facility and the surrounding grounds (to include parking areas, sidewalks and access to the facility) and shall make all necessary repairs, except for any repairs required because of the negligence of SPAC, its employees, agents, patrons, contractors, volunteers and invitees.

(b) Utility Service. The Town shall ensure that electricity, water, internet and telephone services are available to the PAC Facility, year-round, throughout the term. SPAC shall promptly reimburse the Town for the cost of such services. In the event that the PAC Facility is used for non-SPAC events, the Town shall reduce the cost of electricity, internet and telephone use to reflect this additional usage. The Town shall pay electric charges directly and seek reimbursement from SPAC for its costs under this Agreement.

(c) Town to be Applicant. As the owner of the PAC Facility, the Town agrees to be the applicant on all land use and building applications that SPAC is permitted to file under this Agreement, the effect of which will result in no application fee being due for such applications.

9. Use of the PAC Facility by the Town. The Town may use the PAC at any time outside of the SPAC Season. During the SPAC Season the Town may use the PAC Facility provided that: (1) the use does not interfere or conflict with the scheduled activities of SPAC and (2) the notice of the proposed use is provided to SPAC at least one week prior to the proposed use. The costs directly related to any such additional events, such as portalets, trash removal and the like, shall be the responsibility of the Town and shall not be borne by SPAC.

10. Event Cancellation Policy. The Town and SPAC shall jointly adopt an event cancellation policy for events that may be impacted by inclement weather or other circumstances that may require cancellation or postponement of any events to be held at the PAC Facility.

11. Liability, Indemnity and Insurance. The PAC Facility as defined in Attachment A shall be insured by the Town as a municipal facility and SPAC shall be named as an additional insured. The Town shall indemnify and hold harmless SPAC and its directors from any claims, loss or liability relating to the PAC Facility and any other liability arising from matters for which the Town is responsible under this Agreement.

SPAC shall provide comprehensive insurance coverage for all of its activities. The forms of insurances coverages shall include general liability coverage, D&O coverage, alcohol sales coverage, workmen's compensation coverage and property damage coverage for all of its equipment and fixtures located at the facility. Where appropriate the Town shall appear as an additional insured on the insurance policies. Certificates of Insurance in the coverages and the amounts acceptable to the Town shall be filed with the Town. Such insurance must be by insurance companies licensed to write such insurance in Connecticut. Such insurance shall remain in place for the duration of the term of this Agreement and shall not be diminished without the prior written approval of the Town. If such insurance shall for any reason lapse, this Agreement shall be null and void without notice to SPAC and SPAC shall quit the Premises.

SPAC shall defend, indemnify, protect and hold the Town harmless from and against any claim, loss, expense, actions, causes of actions, damages, and obligations, financial or otherwise to any person or property arising from SPAC's use and occupancy of the Premises, SPAC's

breach of any covenant contained herein or any acts, negligent acts, errors, or omissions of SPAC and its employees, agents and volunteers, arising from SPAC's performance under this Agreement, except in the case of design or construction flaws which result in loss, expense, or damage, financial or otherwise, through SPAC's use of the Premises. The Town shall defend, indemnify, protect and hold SPAC harmless from and against any claim, loss, expense, actions, causes of actions, damages, and obligations, financial or otherwise to any person or property arising from the Town's use of the Premises, the Town's breach of any covenant contained herein or any acts, negligent acts, errors or omissions of the Town and its employees, agents and volunteers.

SPAC and the Town shall work cooperatively and with the Town's insurance advisors on the form and amounts of SPAC's insurance coverage. To the extent possible, insurance coverage for SPAC and the Town shall be coordinated in such a manner as to reduce the total overall cost of insurance with respect to the entire premises.

12. Casualty. If the whole or part of the PAC Facility is damaged or destroyed by any casualty, then SPAC's obligations and duties under this Agreement shall be equitably abated and suspended in light of the impairment to that portion of the facility of which SPAC is deprived on account of such damage or destruction or the work, repair, restoration, replacement or rebuilding.

In the event of any minor damage to any portion of the facility during the SPAC season, the Town shall within a reasonable time repair, restore, replace or rebuild the facility to substantially the condition in which the facility was immediately before such damage or destruction, in accordance with the specifications approved by the Town and SPAC. If the Town fails to diligently execute the repair, replacement, rebuilding or other work described in this Paragraph 12, then SPAC shall have the right to terminate the Agreement as of the date of the damage or destruction by giving written notice to the Town. In the event of major damage or destruction to the band shell located at the PAC Facility, the Town shall have the option to decline to repair, restore, replace or rebuild the band and to instead terminate this Agreement.

13. Arbitration of Disputes. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, including but not limited to a dispute as to a default under Paragraph 10 hereof, shall be subject to and decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

a. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceeding based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

b. Proceeding to arbitration and obtaining an award thereunder shall be a condition precedent to the bringing or maintaining of any action in any court with respect to any claim, dispute, or other matter in question arising under this Agreement.

c. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the parties to this Agreement and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other arrangements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

d. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

e. Each party shall bear equally the cost and expense, if any, of said arbitration.

14. Effective Date of Agreement. The Effective Date shall be the date on which the signatures of all the parties have been affixed hereto. Each party warrants its authority to enter into this Agreement and to undertake its obligations hereunder.

15. No Assignment. Neither the Agreement nor any of the rights created by the Agreement may be assigned or assumed by any third party without the prior written consent of other party. Any such approval shall be at the sole and complete discretion of the Town or SPAC as the case may be.

16. Default and Early Termination.

a) Default by SPAC: SPAC shall be in default of this Agreement in the event:

- SPAC fails to perform duties and obligations under the Agreement; or
- fails to provide any cultural events, other than TMMF, during any one PAC Season.

In the event SPAC defaults hereunder, the Town shall provide a written notice to SPAC setting forth the nature of the pending default. Thereafter, SPAC shall have thirty (30) days to cure the default. If SPAC fails to timely cure such default, the Town may terminate this Agreement by

giving a written termination notice to SPAC, which termination shall be effective not less than six (6) months after the termination notice.

b) Default by the Town: The Town shall be in default of this Agreement in the event:

- The Town fails to properly maintain the facility and grounds; or
- The Town fails to make payments for utilities which may cause their discontinuance.

In the event the Town defaults hereunder, SPAC shall provide a written notice to the Town setting forth the nature of the pending default. Thereafter, the Town shall have thirty (30) days to cure the default. If the Town fails to timely cure such default, SPAC may terminate this Agreement by giving a written termination notice to SPAC, which termination shall be effective not less than six (6) months after the termination notice.

c) Mutual Right of Termination for Convenience. Notwithstanding the foregoing, either party may terminate this Agreement for convenience, without cause, by giving written notice to the other party on or before June 30 in any year during the Term, in which case this Agreement shall terminate effective December 31 of the year in which the termination notice is given.

d) Casualty. In the event of a casualty to the PAC Facility, the parties may have certain termination rights as particularly set forth in ¶ 12 of this Agreement

17. Building Repairs. The Town agrees at its own expense to make all necessary repairs to the roof, the structural elements, and the exterior of the Performing Arts Center Band Shell (“the Building”) and other structures on the premises, including windows, walls, foundations and to the heating, cooling, electrical (and) plumbing systems, and structural elements for the entire term of this Agreement, except for any repairs required because of the negligence of SPAC, its employees, agents, contractors or invitees. Routine maintenance and repairs to the heating, cooling, plumbing, electrical systems and other operational systems, shall also be the responsibility of the Town.

The Town shall be responsible for replacing any portion of the Building, including but not limited to windows, walls and foundations, or the heating, cooling, plumbing, electrical systems and other operational systems, as from time to time may become worn out or obsolete. The Town further agrees at its own expense to keep the Building and adjacent areas dedicated to its uses in good order, condition and repair, including routine cleaning, landscape maintenance, trash removal and other janitorial services, provided that during the PAC Season SPAC shall be responsible for trash removal and janitorial services. At the completion of the season, the Building shall be returned to the Town in reasonably the same condition it was in at the beginning of the PAC Season, reasonable wear and tear excepted. SPAC shall also be

responsible for cleaning above and beyond this general maintenance after a cultural event or activity that is held at the facility run by SPAC.

The Town shall maintain the parking areas, sidewalks, steps and access ways to the building, in good condition and repair.

18. Audit. Within ninety (90) days of the end of its fiscal year, SPAC agrees to commission a financial audit of the SPAC for the preceding year, which audit shall be completed no later than May 1 unless notified by SPAC of a different date, which notice shall be provided no later than April 1. In no event shall the audit be completed later than August 1. SPAC shall provide a copy of such audit to the Town Finance Director within thirty (30) days of its receipt. At the Town Finance Director's sole discretion, the Town may accept a copy of the SPAC IRS 990 filing in lieu of an audit.

19. Force Majeure. The parties hereto shall be excused for the period of any delay in the performance of any obligations hereunder, when prevented from so doing by cause or causes beyond their control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through acts of God.

20. Notice. Any notices required to be given under this agreement shall be provided as follows via first class mail, overnight courier, which notice shall be effective when received:

If to the Town: c/o the Town Manager with a copy to the Town Attorney

If to PAC: c/o the President of SPAC with a copy to its Secretary

21. Entire Agreement. This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties, successors or assigns.

IN WITNESS WHEREOF, the parties have hereunto set, or caused to be set, their hands and seals the day and year first aforementioned.

Simsbury Performing Arts Center, Inc.	Town of Simsbury
By: _____	By: _____

ATTACHMENT A

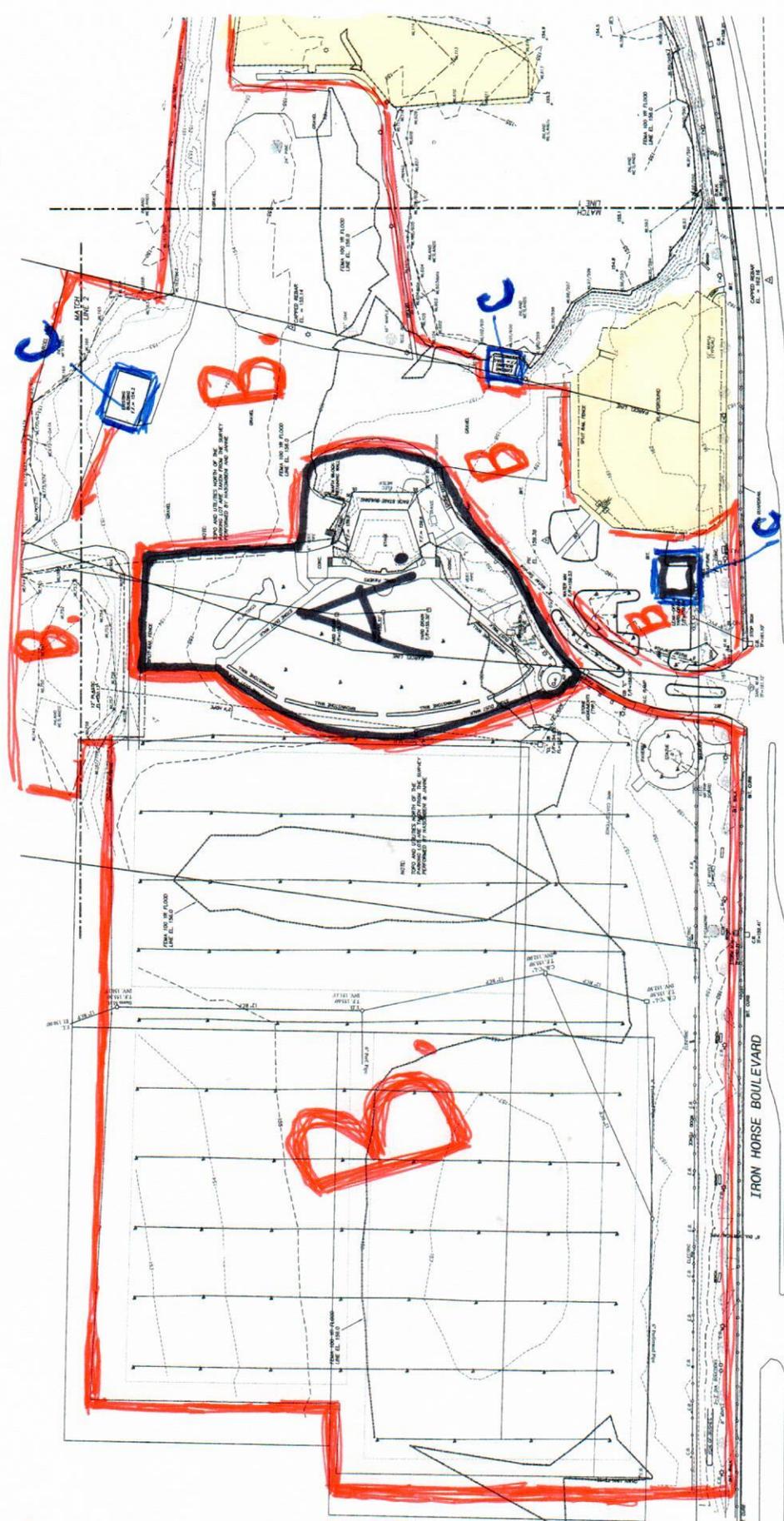
ATTACHMENT B

SCHEDULE OF FEES FOR TOWN SERVICES

All requested additional maintenance shall be requested in writing one week prior to the necessary date and are subject to the approval of the Director of Culture, Parks & Recreation or his/her designee or the Director of Public Works or his/her designee. Requests for additional maintenance made less than two days prior to the date the repaired equipment is needed will be charged at a double-time (2x) rate of pay.

Service	Fee
Mowing of Fields/Parking Lots	Labor - \$90.00/hr. Fuel - \$20.00
Irrigation System Repairs for damage caused by SPAC or its guests and licensees	Direct Pay – Contractor
Parking Lot Lining	First fourteen (14) linings are to be provided by and paid for by the Town. Any additional lining to be paid by SPAC at the rate of \$55/hr. plus cost of supplies.
Repair of Dedicated PAC Equipment i.e. golf carts, utility vehicles, etc.	\$45/hr. plus parts
Miscellaneous	Charged for actual staff time and materials
Police Officers*	Actual Overtime pay rate for officers on duty per hour per officer in 4 hour blocks
Police Vehicles*	\$10 per hour for vehicles (rounded to the nearest hour, not 4 hour blocks)

* Town sponsored rates as approved by the Board of Selectmen on February 11, 2019. Rates shall apply to ***all*** events booked by or through SPAC.



- A. Exclusive In Season (Band shell, field inside wall)
- B. Non-Exclusive (field outside wall, parking)
- C. Exclusive Year-Round (barn, office ticket depot)
- D. Excluded from license area (playground, dog park)



REVISIONS: TO BE CORRECTED AND RE-SET THE MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREIN.		TOPOGRAPHIC PLAN PREPARED FOR TOWN OF SIMSBURY IRON HORSE BOULEVARD SIMSBURY, CONNECTICUT	
NOTE: UNLESS OTHERWISE INDICATED, ALL ELEVATIONS ARE IN FEET AND DECIMALS THEREOF.		SCALE 1" = 40'	DATE 7/13/15
NOTE: UNLESS OTHERWISE INDICATED, ALL ELEVATIONS ARE IN FEET AND DECIMALS THEREOF.		SHEET NO. 1 OF 3	

UTILITY STATEMENT
 BACKGROUND, UTILITIES, STRUCTURE AND FACILITY LOCATIONS DETECTED AND NOTED HEREON HAVE BEEN OBTAINED FROM THE RECORDS OF THE TOWN OF SIMSBURY, CONNECTICUT. THE TOWN ENGINEER HAS REVIEWED THE INFORMATION AND HAS DETERMINED THAT THE INFORMATION IS SUBSTANTIALLY CORRECT AS NOTED HEREON. THE TOWN ENGINEER'S REVIEW IS LIMITED TO THE INFORMATION PROVIDED AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED. THE TOWN ENGINEER'S REVIEW IS LIMITED TO THE INFORMATION PROVIDED AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED.

AMENDED FACILITY OPERATION AGREEMENT

SIMSBURY PERFORMING ARTS CENTER

This facility operation agreement ("Agreement") is entered into this 17 th day of January, 2017 by and between the Town of Simsbury, a municipal corporation having its territorial limits within the County of Hartford and State of Connecticut, (hereinafter the "Town"), and Simsbury Performing Arts Center, Inc., a Connecticut non-stock corporation having a mailing address of P.O. Box 33, Simsbury, CT 06070 (hereinafter, "SPAC").

WITNESSETH:

WHEREAS, the Town is the owner of the Performing Arts Center facility on Iron Horse Boulevard, Simsbury, Connecticut;

WHEREAS, SPAC has been formed as a Connecticut non-stock corporation organized exclusively for charitable, religious, educational and scientific purposes under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any federal tax code;

WHEREAS, the mission of SPAC is to present cultural arts live performances for the enjoyment, cultural enrichment and education of today's and future generations of citizens of all ages in the Town of Simsbury, Connecticut and other towns and cities in Connecticut;

WHEREAS, the Town has determined that this mission is consistent with its purposes in the ownership and operation of the Performing Arts Center; and

WHEREAS, the Town and SPAC acknowledge that it is in their mutual interest that the SPAC continue to manage and direct the operation of the Performing Arts Center under the terms and conditions of this Agreement as amended herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Town and the SPAC covenant and agree as follows:

1. Term of Agreement. Three (3) years beginning on January 1, 2017 and expiring on December 31, 2019. This Agreement shall supersede the prior Agreement between the parties. This Agreement may be extended for a period of one year up to two times by agreement of the parties. A request for extension must be made at least thirty (30) days prior to the expiration of the Agreement.

2. Grant. SPAC shall have the non-exclusive right to manage and conduct the operations of the Performing Arts Center during the period beginning on and including March 1 and ending on and including November 1 of each year of the Term (the "PAC Season"). The management and operation of the Performing Arts Center shall be conducted in a manner consistent with the terms and conditions set forth herein. The Town further grants to SPAC a

non-exclusive license to use and occupy the PAC Facility (as defined below) during the PAC Season for purposes consistent with its mission as set forth in ¶ 4 hereof. SPAC acknowledges and agrees that the Town may use the PAC Facility for any purpose during the PAC Season so long as the Town's use does not unreasonably interfere with SPAC events as outlined in Attachment B and as set forth in Section 9 herein. Notwithstanding the foregoing, SPAC shall be provided with an office located at the PAC Facility, access to which shall be provided for the entire term of the Agreement and not restricted to the PAC Season.

3. The Premises. The Premises covered by this Agreement includes the Performing Arts Center and its adjacent grounds including eating areas and parking lots, as set forth in Attachment A. The Premises shall include adjacent playing fields for lawn seating and concession stands during PAC events, and extends to the area of the adjacent Iron Horse Boulevard Right-of-Way, collectively, the "PAC Facility".

4. Mission of SPAC. Prior to the beginning of the 2017 season, SPAC shall provide the Town's Board of Selectmen with a mission statement acceptable to the Board of Selectmen. Such mission statement shall include: (1) presentation of live cultural arts performances and to host cultural and community events at the PAC Facility for the enjoyment, cultural enrichment and education of the residents of the Town of Simsbury and beyond; and (2) raising money for operating expenses and capital improvements to the PAC Facility. A copy of the approved mission statement shall be attached hereto as Exhibit D. In the event that SPAC seeks to change its mission statement the proposed changes shall be presented to the Town's Board of Selectmen for review and approval.

5. Services Provided by SPAC. The services to be provided by SPAC in carrying out its mission are set forth and described in detail in Attachment B to this Agreement. The services described in Attachment B shall include SPAC's right to set up concessions at SPAC events, subject to appropriate licenses and approvals.

In carrying out its services herein, SPAC will schedule additional live performances and community events, which may include:

- Concerts of different genres, featuring a range of performers from local talent to top tier talent consistent with the historical use of the PAC Facility;
- Other cultural and community events (to include movies, events for children and events consistent with the historical use of the PAC Facility). Use of the PAC Facility for community events by local not-for-profits shall not be unreasonably withheld;
- Septemberfest; and
- Performances and events by community groups that provide performance opportunities for the residents of the Town as set forth in Attachment B.

6. Responsibilities of SPAC. In performing the services outlined above, SPAC shall be responsible for all costs required for its operation and for the presentation of SPAC events at the PAC Facility above and beyond the Town's routine and customary building and field maintenance costs. SPAC shall be responsible for purchasing, maintaining and fueling its own equipment. Provided that SPAC (a) conducts routine basic maintenance checks of its equipment during the PAC Season; (b) utilizes Culture, Parks & Recreation to conduct off-season maintenance of the equipment; and (c) recognizes that in some cases SPAC may need to utilize third parties for more complex equipment repairs, Culture, Parks & Recreation shall continue to provide maintenance of equipment at the request of SPAC in accordance with the Schedule of Fees for Town Services included as Attachment C. Provision of such services by the town shall be at the sole discretion of the Director of Culture, Parks & Recreation or his/her designee, or the Director of Public Works or his/her designee. Town equipment, including golf carts from Simsbury Farms, shall not be loaned or leased to SPAC and the Town shall not provide fuel for SPAC equipment.

SPAC shall reimburse the Town for the cost of any and all services above and beyond services required to maintain the PAC Facility. Such reimbursements shall include:

- Administrative Fee: A flat fee of two thousand five hundred dollars (\$2,500) to reimburse the Town for administrative costs incurred in connection with preparation of the PAC Facility for the PAC Season, events at the PAC Facility and for the termination of the season. This fee shall be paid at the conclusion of the season on November 1.
- Fees for Town Services: Services above and beyond the routine and customary maintenance of the PAC Facility requested by SPAC (e.g., additional mowing, etc.) may be provided by the Town, subject to the prior approval of the Director of Culture, Parks & Recreation or his/her designee, or the Director of Public Works or his/her designee, according to the Schedule of Fees for Town Services included as Attachment C. The Town shall invoice SPAC for these services on a monthly basis and SPAC shall pay each such invoice within thirty (30) days of receipt.

In addition, SPAC shall be responsible for the following:

(a) care of the PAC Facility above and beyond the general maintenance provided by the Town, including clean-up after events and activities held at the PAC Facility and run by SPAC. In the event that SPAC sprays for insects at the PAC Facility, only pesticide applicators certified by the Department of Energy and Environmental Protection ("DEEP") shall be retained and only pesticides permitted by DEEP shall be used. SPAC shall also ask the DEEP-certified applicator to explore the use of larvicides when possible.

(b) monthly payment of electricity, internet and telephone bills submitted for payment by the Town.

(c) SPAC warrants and represents that it has obtained a Recognition of Exemption under Section 501(c)(3) of the Internal Revenue Code with the Department of the Treasury, Internal Revenue Service. The obligations of the parties hereunder are contingent upon the continued maintenance of SPAC's exempt status.

(d) providing the funds required to provide the Services described above including but not limited to the cost of staff, consultants, development of operational plans for the SPAC Season, and providing events to the public at reasonable rates.

(e) carrying out all of its operations consistent with all pertinent ordinances and regulations of the Town and State, including but not limited to the obtaining of public gathering permits as required by the Town.

(f) SPAC shall use its best efforts to ensure that events at the PAC are held to a decibel level that does not unreasonably interfere with the rights of others to enjoy their property. 85 decibels is an industry standard for maximum volume and shall serve as a guideline for events at the PAC. In the event that the town receives numerous and repeated complaints of excessive decibel levels, a maximum decibel level and a protocol for determining the actual decibel level may be included as part of the Public Gathering Permit process.

(g) SPAC Governance: The SPAC Board is comprised of a number of Board members as determined by SPAC consistent with its documents of incorporation, a majority of whom are appointed by the Town. If the number of Board members changes, the number appointed by the Board of Selectmen shall change such that a majority of Board members are appointed by the Town. Neither the number of Board of Selectmen appointments nor the powers of the Board of Selectmen's appointees may be diminished.

7. Capital Improvements. SPAC shall, on an annual basis, provide the Town with a list of proposed capital improvements to the PAC Facility in order of priority and with the proposed time frame for completion of the proposed capital improvements. SPAC shall include in its proposal the amounts SPAC has raised for each proposed capital improvement and the anticipated cost to the Town of each such proposed capital improvement.

SPAC shall present the proposed capital improvements as soon as possible for the upcoming capital improvement process and no later than December 1 of each year so that the proposed improvements can be considered for inclusion in the Town's capital planning process for the subsequent fiscal year.

SPAC is prohibited from making capital improvements to the PAC Facility without prior approval of the Town. Capital improvements shall be coordinated by the Town and SPAC to minimize disruption of the SPAC Season. To the extent that a capital improvement materially alters the scope of this Agreement (for example, the addition of a Green Room), SPAC's right to use the improvement as part of its operation of the PAC Facility shall be negotiated at the time the improvement is made, it being understood that the SPAC's right to use such improvements will not be unreasonably withheld or conditioned.

SPAC and the Town may work cooperatively to complete applications for and to secure grant funding for capital improvement and other projects. Nothing herein shall be construed as creating an obligation on the part of the Town to fund SPAC proposed capital improvements or its operating expenses.

8. Responsibilities of the Town. The Town shall continue to provide routine and customary building and field maintenance for the PAC Facility and the surrounding grounds (to include parking areas, sidewalks and access to the facility) and shall make all necessary repairs, except for any repairs required because of the negligence of SPAC, its employees, agents, contractors and volunteers.

The Town shall provide electricity, internet and telephone services to the PAC Facility. SPAC shall promptly reimburse the Town for the cost of such services. In the event that the PAC Facility is used for non-SPAC events, the Town shall reduce the cost of electricity, internet and telephone use to reflect this additional usage.

9. Use of the PAC Facility by the Town. The Town may use the PAC at any time outside of the SPAC Season. During the SPAC Season the Town may use the PAC Facility provided that: (1) the use does not interfere or conflict with the scheduled activities of SPAC and (2) the notice of the proposed use is provided to SPAC at least one week prior to the proposed use. The costs directly related to any such additional events shall be the responsibility of the Town and shall not be borne by SPAC.

10. Liability, Indemnity and Insurance. The PAC Facility as defined in Attachment A shall be insured by the Town as a municipal facility and SPAC shall be named as an additional insured. The Town shall indemnify and hold harmless SPAC and its directors from any claims, loss or liability relating to the PAC Facility and any other liability arising from matters for which the Town is responsible under this Agreement.

If the whole or part of the PAC Facility is damaged or destroyed by any casualty, then SPAC'S obligations and duties under this Agreement shall be equitably suspended in light of the impairment to that portion of the facility of which SPAC is deprived on account of such damage or destruction or the work, repair, restoration, replacement or rebuilding.

In the event of any damage to any portion of the facility during the SPAC season, the Town shall within a reasonable time repair, restore, replace or rebuild the facility to substantially the condition in which the facility was immediately before such damage or destruction, in accordance with the specifications approved by the Town and SPAC. If the Town fails to diligently execute the repair, replacement, rebuilding or other work described in this Paragraph 11, then SPAC shall have the right to terminate the Agreement as of the date of the damage or destruction by giving written notice to the Town.

SPAC shall provide comprehensive insurance coverage for all of its activities. The forms of insurances coverages shall include general liability coverage, D&O coverage, alcohol sales coverage, workmen's compensation coverage and property damage coverage for all of its equipment and fixtures located at the facility. Where appropriate the Town shall appear as an additional insured on the insurance policies. Certificates of Insurance in the coverages and the amounts acceptable to the Town shall be filed with the Town. Such insurance must be by insurance companies licensed to write such insurance in Connecticut. Such insurance shall remain in place for the duration of the term of this Agreement and shall not be diminished without the prior written approval of the Town. If such insurance shall for any reason lapse, this Agreement shall be null and void without notice to SPAC and SPAC shall quit the Premises.

SPAC shall defend, indemnify, protect and hold the Town harmless from and against any claim, loss, expense, actions, causes of actions, damages, and obligations, financial or otherwise to any person or property arising from SPAC's use and occupancy of the Premises, SPAC's breach of any covenant contained herein or any acts, negligent acts, errors, or omissions of SPAC and its employees, agents and volunteers, arising from SPAC's performance under this Agreement, except in the case of design or construction flaws which result in loss, expense, or damage, financial or otherwise, through SPAC's use of the Premises. The Town shall defend, indemnify, protect and hold SPAC harmless from and against any claim, loss, expense, actions, causes of actions, damages, and obligations, financial or otherwise to any person or property arising from the Town's use of the Premises, the Town's breach of any covenant contained herein or any acts, negligent acts, errors or omissions of the Town and its employees, agents and volunteers.

SPAC and the Town shall work cooperatively and with the Town's insurance advisors on the form and amounts of SPAC's insurance coverage. To the extent possible, insurance coverage for SPAC and the Town shall be coordinated in such a manner as to reduce the total overall cost of insurance with respect to the entire premises.

11. Arbitration of Disputes. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, including but not limited to a dispute as to a default under Paragraph 10 hereof, shall be subject to and decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

a. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceeding based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

b. Proceeding to arbitration and obtaining an award thereunder shall be a condition precedent to the bringing or maintaining of any action in any court with respect to any claim, dispute, or other matter in question arising under this Agreement.

c. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the parties to this Agreement and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other arrangements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

d. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

e. Each party shall bear equally the cost and expense, if any, of said arbitration.

12. Effective Date of Agreement. The Effective Date shall be the date on which the signatures of all the parties have been affixed hereto. Each party warrants its authority to enter into this Agreement and to undertake its obligations hereunder.

13. No Assignment. Neither the Agreement nor any of the rights created by the Agreement may be assigned or assumed by any third party without the prior written consent of other party. Any such approval shall be at the sole and complete discretion of the Town or SPAC as the case may be.

14. Termination of Agreement. The Agreement shall terminate on December 31, 2019, unless the term is extended by mutual consent of the parties. The parties agree that there is no automatic renewal term.

a) By the Town: Town may terminate with not less than six (6) months' notice for default in the performance of the Agreement by SPAC:

- Default shall consist of failure to perform duties and obligations under the Agreement; or
- Failure of SPAC to provide any cultural events, other than TMMF, during the event season;
- Town shall provide a notice of default; SPAC shall have thirty (30) days to remediate the default.

The Town reserves the right to terminate this Agreement at any time without notice in the event of destruction of, or significant damage to, the PAC Facility in the event that the Town at its sole discretion elects not to repair or reconstruct the PAC Facility. The Town further reserves the right to terminate this Agreement for its convenience at its sole discretion. In the event the Town cancels the Agreement for its convenience it shall give SPAC notice on or before September 1 for termination of the Agreement on December 31.

b) By SPAC: SPAC may terminate with not less than six (6) months' notice upon default in performance of the Agreement by the Town, including:

- Failure of the Town to properly maintain the facility and grounds;
- Failure to make payments for utilities which may cause their discontinuance;
- SPAC will provide a notice of default; the Town shall have thirty (30) days to remediate the default;
- If SPAC determines that it is not able to perform its obligations under the terms of the Agreement. It will continue operations during the six (6) month period.

15. Building Repairs. The Town agrees at its own expense to make all necessary repairs to the roof, the structural elements, and the exterior of the Performing Arts Center Band Shell ("the Building") and other structures on the premises, including windows, walls, foundations and to the heating, cooling, electrical (and) plumbing systems, and structural elements for the entire term of this Agreement, except for any repairs required because of the negligence of SPAC, its employees, agents, contractors or invitees. Routine maintenance and repairs to the heating, cooling, plumbing, electrical systems and other operational systems, shall also be the responsibility of the Town.

The Town shall be responsible for replacing any portion of the Building, including but not limited to windows, walls and foundations, or the heating, cooling, plumbing, electrical systems and other operational systems, as from time to time may become worn out or obsolete. The Town further agrees at its own expense to keep the Building and adjacent areas dedicated to its uses in good order, condition and repair, including routine cleaning, landscape

maintenance, trash removal and other janitorial services, provided that during the PAC Season SPAC shall be responsible for trash removal and janitorial services. At the completion of the season, the building (including the bathroom) shall be returned to the Town in the same condition it was in at the beginning of the PAC Season. SPAC shall also be responsible for cleaning above and beyond this general maintenance after a cultural event or activity that is held at the facility run by the SPAC.

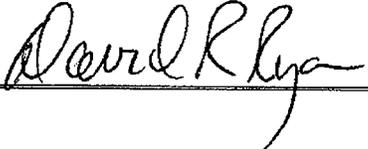
The Town shall maintain the parking areas, sidewalks, steps and access ways to the building, in good condition and repair.

16. Audit. Within ninety (90) days of the end of its fiscal year, SPAC agrees to commission a financial audit of the SPAC for the preceding year, which audit shall be completed no later than May 1 unless notified by SPAC of a different date, which notice shall be provided no later than April 1. In no event shall the audit be completed later than August 1. SPAC shall provide a copy of such audit to the Town Finance Director within thirty (30) days of its receipt. At the Town Finance Director's sole discretion, the Town may accept a copy of the SPAC IRS 990 filing in lieu of an audit.

17. Force Majeure. The parties hereto shall be excused for the period of any delay in the performance of any obligations hereunder, when prevented from so doing by cause or causes beyond their control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through acts of God.

18. Entire Agreement. This Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties, successors or assigns.

IN WITNESS WHEREOF, the parties have hereunto set, or caused to be set, their hands and seals the day and year first aforementioned.

Simsbury Performing Arts Center, Inc.	Town of Simsbury
By: 	By: 

ATTACHMENT B

Activities for the Performing Arts Center

The SPAC shall be entitled to use the Property for the following events:

1. The Talcott Mountain Music Festival
2. Concerts of popular music genres, such as Country and Western, Rock, etc.
3. Festivals, such as SeptemberFest
4. Musical recitals
5. Chamber music concerts
6. Lectures
7. Film
8. Stand-up comedy performances
9. Art exhibitions
10. Charitable Fundraising activities
11. Live dramatic presentations
12. Ballet and other forms of dance

This list is illustrative and not exhaustive as it is contemplated that SPAC might hold other educational, cultural and charitable events similar in nature to those listed. As scheduling permits, the SPAC shall make available suitable areas of the building for public and private schools, civic organizations and private individuals for events and usage including, but not limited to:

1. Simsbury High School Graduation
2. Presentations by amateur, community theatre and performing arts groups, such as the Simsbury Summer Theater for Youth
3. School performances
4. Catered small receptions, such as the Simsbury Youth Football Dinner
5. Meetings of civic organizations, such as the Simsbury Garden Club

The SPAC shall have the right to make appropriate charges to the above users to defray the cost of utilities, personnel, clean-up and other overhead costs associated with such activities.

ATTACHMENT C

SCHEDULE OF FEES FOR TOWN SERVICES

All requested additional maintenance shall be requested in writing one week prior to the necessary date and are subject to the approval of the Director of Culture, Parks & Recreation or his/her designee or the Director of Public Works or his/her designee. Requests for additional maintenance made less than two days prior to the date the repaired equipment is needed will be charged at a double-time (2x) rate of pay.

Service	Fee
Mowing of Fields/Parking Lots	Labor - \$90.00 Fuel - \$20.00
Irrigation System Repairs	Direct Pay – Contractor
Repair of Dedicated PAC Equipment i.e. golf carts, utility vehicles, etc.	\$45/hr. plus parts
Miscellaneous	Charged for actual staff time and materials



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Donation from Hartford Foundation for Public Giving
2. **Date of Board Meeting:** December 16, 2019
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 donation from the Hartford Foundation for Public Giving, the following motion is in order:

Move, effective December 16, 2019 to accept a donation from the Hartford Foundation for Public Giving in the amount of \$4,000 for the purpose of supporting the Simsbury Community and Social Services Department food programs.
5. **Summary of Submission:**
The Hartford Foundation for Public Giving has provided a financial donation in the amount of \$4,000 to the Community and Social Services Department. The donation will be used to purchase food items for the Department's food based programs that assist Simsbury residents in need.

Chapter 100 of our Code of Ordinances, "Gift Policy," Section 100-2 "Monetary Donations" states that no donation of more than \$1,500 may be accepted without Board of Selectmen approval. If the donation is accepted I will direct staff to send a thank you letter to the Hartford Foundation for Public Giving.
6. **Financial Impact:**
The \$4,000 donation from the Hartford Foundation for Public Giving will be used to support our food programs. The funds would be deposited into a Social Services special revenue fund used for these programs.
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:** Short-Term Rental Ordinance Workgroup Appointment

2. **Date of Board Meeting:** December 16, 2019

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

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the appointment of the proposed member for the Short-Term Rental Ordinance Workgroup, the following motion is in order:

Move effective December 16, 2019, to appoint the recommended member for the Short-Term Rental Ordinance Workgroup:

Liz Peterson, Tourism Committee

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

Chris Peterson, Jackie Battos, Bruce Elliott, Ron Jodice and Holly Beum have been appointed to the Workgroup.

The Tourism Committee approached member Liz Peterson about being their representative on the Work Group and she has agreed to assist in the effort.

6. **Financial Impact:**
Staff time will be required to help support this initiative. There are no other expenses related to this initiative at this time.

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



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Continuation of Temporary and Special Boards, Committees, and Commissions Created by Section 403 of the Charter
2. **Date of Board Meeting:** December 16, 2019
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the continuance of temporary and special boards, committees, and commissions created by Section 403 of the Charter, the following motions are in order:

Move, retroactive to December 2, 2019, to recreate all temporary and special boards, committees, and commissions created by Section 403 of the Town Charter.

Further move to reappoint all members in office on December 2, 2019 of such temporary and special boards, committees, and commissions until such time as the Board of Selectmen takes action on the appointment or reappointment of members to those temporary and special boards, committees, and commissions created by Section 403 of the Town Charter.
5. **Summary of Submission:**
It is expected that recommendations for appointments to temporary and special boards, committees, and commissions created by Section 403 of the Town Charter will be received by the Board of Selectmen in January 2020. In the interim, Attorney DeCrecenzo has recommended the Board of Selectmen adopt the prepared motions.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Section 403 of the Town Charter

Chapter C. Charter

Chapter IV. Board of Selectmen and First Selectman or First Selectwoman

Section 403. General powers and duties.

The Board of Selectmen shall have all the powers and duties hereinafter conferred upon the Selectmen and all those powers and duties which, on the effective date of this Charter were conferred by law upon Boards of Selectmen, except as otherwise specifically provided in this Charter. The legislative authority of the Town shall be vested, except as otherwise specifically provided in Section 409 of this Charter, exclusively in the Board of Selectmen. The Selectmen shall have the power to enact, amend, or repeal ordinances not inconsistent with the provisions of this Charter or the General Statutes, and may by ordinance create, consolidate or abolish boards, commissions and offices not specifically authorized in this Charter, provided further that nothing herein shall be construed to prohibit the Board of Selectmen from appointing, by resolution, special or temporary boards, commissions, or committees as it may from time to time deem necessary and appropriate to the operation of the Town government, but in such event, the term of any such special or temporary boards, commissions, or committees shall not exceed two (2) years, and shall be coterminous with the appointing Board of Selectmen. Except as otherwise provided in the Charter, the Selectmen may contract for services and the use of facilities with the United States Government or any agency thereof, or may, by agreement, join with any such political subdivisions to provide services and facilities in accordance with the applicable provisions of the General Statutes, and the Selectmen shall exercise and discharge the powers and duties of the Flood and Erosion Control Board and may assign such duties to the Zoning Commission, Planning Commission and Inland/Wetlands Commission for planning and enforcement purposes as the Board of Selectmen deems appropriate. The Board of Selectmen is authorized to apply for and accept on behalf of the Town, state or federal grants. The Board of Selectmen is authorized, in adopting ordinances, to incorporate any nationally recognized code, rules or regulations which have been published, or any code officially adopted by any administrative agency of the state, or any portion thereof, by reference thereto in such ordinance provided, upon adoption of any such ordinance wherein any such code, rules or regulations or portions thereof have been incorporated by reference. There shall be maintained two (2) copies of such code, rules or regulations in the office of the Town Clerk for examination by the public. The Selectmen may fix the charges, if any, to be made for services rendered by the Town or for the execution of powers vested in the Town as provided in Chapter I of this Charter.

CALL TO ORDER

The Regular Meeting of the Board of Selectmen was called to order at 6:00 p.m. in the Main Meeting Room of the Simsbury Town Offices. Present were: First Selectman Eric Wellman; Board members Michael Paine, Cheryl Cook, Sean Askham, Chris Peterson and Christopher Kelly. Others in attendance included: Town Manager Maria E. Capriola, Deputy Town Manager Melissa Appleby, Finance Director/Treasurer Amy Meriwether, Police Chief Boulter, Lieutenant Fred Sifodaskalakis, Fire Chief Kevin Kowalski, and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC AUDIENCE

Mike Long, 8 Arens Way, spoke about being called a liar from one of the commentators at the November 13th meeting, which he is not. This was a false attack on him, the Police Chief, and other members of the Simsbury Police Commission.

Mr. Long said at the Police Commission meeting today, they extended a full vote of confidence of the Police Chief and the Police Force. He feels this Town is totally protected by this Force.

Wooda McNevin, August Road, and an **SCTV volunteer**, spoke about starting at SCTV in 2005 and how he asked to cover the Board of Selectmen meetings. He joined the Board of Directors of SCTV in 2012. He learned in the Navy to always volunteer for the hardest job. He asked everyone to help SCVT raise revenues as there expenses will exceed their revenues. He made four appeals to help raise funds.

Joan Coe, 26 Whitcomb Drive, spoke about a FOI she has asked for on the Police Chief and Zoning Enforcement salaries. She also spoke about low morale she feels is in Town Hall.

Michael Yenke, 626 First Avenue, NY, spoke about a commentator who gives inaccurate and false information on the Zoning Enforcement Officer. There were allegations that were false and he feels this speaker should not be able to attack other residents.

Robert Kalechman, 781 Hopmeadow Street, asked for a point of order about the person speaking in public audience who doesn't live in Town. He spoke about the 2nd amendment of the Constitution and firearms. He wants the 2nd Amendment protected.

Sarah Neilson, spoke about Black Friday and Small Business Saturday. She asked everyone to shop locally and showed flyers that went out with different prizes that can be earned.

Kevin Beal, Simsbury Republican Party, 12 Hampton Circle, thanked Ms. Cook for her service on the Board. He said she is a great example of leadership and grace while on the Board.

PRESENTATIONS

a) Recognition of Outgoing Board Members

Mr. Wellman spoke about some of Ms. Cook's accomplishments in Town. He said he appreciated her voice for the residents.

Mr. Paine said Ms. Cook is a “classy lady”, a friend, who is just interested in making the community better.

Mr. Askham said he appreciated her friendship and guidance throughout the years. She was able to hold the Board accountable to the benefit of the Town.

Mr. Peterson said she has had an impact on him by sitting next to him. She has changed people's lives and he hopes she stays engaged in the Town.

Mr. Kelly said Ms. Cook will leave a huge hole on the Board. He has appreciated her intellectual independence and advocacy.

Mr. Wellman presented a picture of Eno Hall, which he knows means something to her.

Ms. Cook said it was an honor to serve on the Board and feels this Board has worked very well together. She knows as she leaves this Board will continue to serve the community and give their contributions to the community.

Mr. Paine made a motion, effective November 25, 2019, to congratulate Selectwoman Chery Cook on her tenure on the Board of Selectmen since 2013, further move to express the Board's gratitude to Ms. Cook for her service to her community. Mr. Askham seconded the motion. All were in favor and the motion passed.

Mr. Wellman said Mr. Kelly has served the Town since 1983 and gave some accomplishments up to serving on the Board of Selectmen as Deputy First Selectman.

Mr. Peterson said Mr. Kelly has been very important to this Town. His very tempered, moderate approach to governance is good for all.

Mr. Paine said he has grown to appreciate his thoughtful discussions on all items. The challenge to those who follow in his footsteps will be to bring thoughtful discussions forward and continuing to do what is best for the Town.

Mr. Askham said Mr. Kelly is very focused on what is the best for this Town. He was never worried about the politics or vote counts. He just worried about the people in Town. Mr. Kelly has taught him a lot and he is thankful.

Mr. Wellman presented Mr. Kelly with a picture of the tobacco fields, which he knows mean a lot to him.

Mr. Kelly thanked everyone for their comments. He said working for the community has been an absolute inspiration. He has been so inspired by Board of Education staff and Town staff for their commitment to this Town. He feels this is a very unique Town to be a part of.

Mr. Wellman made a motion, effective November 25, 2019, to congratulate Deputy First Selectman Chris Kelly on his tenure on the Board of Selectmen from 1989 through 1995 as well as most recently from 2015 to present, further move to express the Board's gratitude to Mr. Kelly for his service to the community. Mr. Askham seconded the motion. All were in favor and the motion passed.

b) Public Safety Radio System Project Update

Ms. Appleby said the current radio system used by the Police Department, Public Works, the Simsbury Volunteer Ambulance Association and Board of Education is now 20 years old and having issues.

She said the consultants had offered two recommendations on this system back in January. She now has four options. Lieutenant Sifodaskalakis said they looked at the State of CT system as it could save the Town some money. The Town and State would have to enter into a five year MOU with a maintenance contract through Motorola.

They also looked at utilizing the Fire District System, which is already a proven system and paid for by the taxpayers.

After some discussion, the Board thanked everyone for their hard work on this project.

Mr. Askham made a motion to amend the agenda to add a discussion on the Police Chief’s performance at the end of the regular meeting. Ms. Cook seconded the motion. All were in favor and the motion passed.

FIRST SELECTMAN’S REPORT

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

TOWN MANAGER’S REPORT

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

SELECTMEN ACTION

a) Tax Refund Requests

Ms. Cook made a motion, effective November 25, 2019, to approve the presented tax refunds in the amount of \$1,523.67, and to authorize Town Manager, Maria E. Capriola, to execute the tax refunds. Mr. Paine seconded the motion. All were in favor and the motion passed.

b) Federal FY 2019 State Homeland Security Grant Program

Mr. Wellman said this State Homeland Security Grant Program provides funding for emergency preparedness systems.

Mr. Paine made a motion, effective November 25, 2019, to approve the Federal Fiscal Year 2019 State Homeland Security Grant Program Memorandum of Agreement, which makes the Town of Simsbury eligible for regional allocations made through the Region 3 Regional Emergency Planning Team. Further move, effective November 25, 2019, to approve the attached resolution that authorizes the Town Manager to execute all documents related to the grant award. Ms. Cook seconded the motion. All were in favor and the motion passed.

c) Proposed Acceptance of Greater Hartford Transit District Dial-A-Ride Assistance Grant

Mr. Wellman said the Town contract with the Greater Hartford Transit District for assistance with funding the operating costs of the Dial-a-Ride program.

Ms. Cook made a motion, effective November 25, 2019, to accept the FY 19/20 grant funds from the Greater Hartford Transit District to support our Dial-a-Ride program and to authorize Town Manager, Maria E.

Capriola to execute all documents related to the grant award. Mr. Kelly seconded the motion. All were in favor and the motion passed.

d) EDC 2019-2020 Work Plan

Mr. Wellman said this Board gave the EDC a draft of a work plan with seven items on this plan. He said under Business Outreach that they might be able to get business feedback on wayfinding signs.

Mr. Askham made a motion, effective November 25, 2019, to adopt the Economic Development Commission 2019-2020 work plan as presented. Ms. Cook seconded the motion. All were in favor and the motion passed.

e) Budget Status Report

Ms. Meriwether went through the general funds overview. She said expenditures are proceeding in accordance with the budget as of September 30, 2019. She said the Simsbury Farms Fund revenue exceeded expenditures by \$268,619 as of September 30th. The majority of this is the accounting change that was made. The majority relates to the golf course. She said the Health Insurance fund balance increased from \$1,567,407 to \$2,805,948, which is mainly due to the \$850,000 contribution from the General Fund. We are right in the target range of where we want to be now. The Sewer Use Fund revenues exceed expenditures but this is mainly due to 75% of revenues being received while only 25% of expenditures have been incurred. The only item she is sure that will go over is legal.

f) Summary of Town Manager’s Performance Review and Compensation

Ms. Capriola stepped down.

Ms. Wellman said the Town Manager’s contract reflect an annual performance review and salary adjustment. There are six attributes that she is evaluated on and she was either at or above the expectations on all.

Mr. Askham made a motion, effective November 25, 2019, to accept the Town Manager’s performance review summary. Further move, retroactive to July 1, 2019, that the Town Manager’s salary be increased by 2.35%, consistent with the performance review process stipulated in the Town Manager’s contract. Mr. Kelly seconded the motion. All were in favor and the motion passed.

APPOINTMENTS AND RESIGNATIONS

a) Designation of Roles for Members of the Lower Farmington River and Salmon Brook Wild and Scenic Management Committee

Mr. Wellman said he received an email from a contact at the National Parks Service which told us that each Town/entity gets one vote through an official representative, but that all representatives and alternates are welcome at every meeting. The Personnel Sub-Committee recommends that Sally Rieger be appointed as the regular member and Stephen McDonnell and Mike Ryan be appointed alternates.

Ms. Cook made a motion, effective November 25, 2019, to appoint Sally Rieger as the official Simsbury representative to the Lower Farmington River and Salmon Brook Wild and Scenic Management Committee. Further move to appoint Stephen McDonnell and Mike Ryan as Simsbury’s alternates to the Lower Farmington River and Salmon Brook Wild and Scenic Management Committee. Mr. Paine seconded the motion. All were in favor and the motion passed.

b) Appointments to Short-term Rental Ordinance Work Group

Ms. Cook made a motion, effective November 25, 2019, to accept the recommended members for the Short-Term Rental Ordinance Workgroup:

Ron Jodice, Economic Development Commission

Bruce Elliott, Zoning Commission

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

c) Resignation of Joy Himmelfarb from the Aging and Disability Commission

Ms. Cook made a motion to accept the resignation of Joy Himmelfarb as a regular member of the Aging and Disability Commission retroactive to November 15, 2019 with our thanks. Mr. Askham seconded the motion. All were in favor and the motion passed.

d) Resignation of Dennis Fallon from the Culture, Parks and Recreation Commission

Mr. Kelly made a motion to accept the resignation of Dennis Fallon as a regular member of the Culture, Parks and Recreation Commission effective December 6, 2019 with our thanks. Mr. Paine seconded the motion. All were in favor and the motion passed.

REVIEW OF MINUTES

a) Regular Meeting of November 13, 2019

Ms. Cook made a motion to correct the Regular Meeting minutes of November 13, 2019 on page 3 under Liaison and Sub-Committee reports - Ms. Cook said the Sensory, not Century Friendly Santa. Mr. Askham seconded the motion. All were in favor and the motion passed.

b) Special meeting of November 16, 2019

There were no changes to the Special Meeting minutes of November 16, 2019 and, therefore, the minutes were adopted.

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

a) Personnel – there was no report at this time.

b) Finance – there was no report at this time.

c) Welfare – there was no report at this time.

d) Public Safety – there was no report at this time.

e) Board of Education – there was no report at this time.

Ms. Cooks reminded everyone that Simsbury Celebrates is this Saturday and she showed some items that will be at the 350th Anniversary booth. Their table will be in front of Eno Memorial Hall.

EXECUTIVE SESSION

Mr. Askham made a motion to adjourn to Executive Session at 7:28 p.m. to discuss the performance of the Police Chief. Included in Executive Session will be Town Manager, Maria E. Capriola, Deputy Town Manager Melissa Appleby and Chief Boulter. Mr. Paine seconded the motion. All were in favor and the motion passed.

Mr. Askham made a motion to adjourn the Executive Session at 8:45p.m. Mr. Paine seconded the motion. All were in favor and the motion passed.

The Board returned to the Main Meeting Room, and Mr. Wellman read the following statement:

Police officers have an incredibly difficult job and the Board of Selectmen has the highest respect for all of the sworn officers and staff in our police department. Through our hiring, training, and performance management process, the Town of Simsbury works to create a professional and motivating environment. We remain committed to supporting a police department that is of the highest quality to serve our residents.

There is a process, afforded by the union contract, that protects all of our officers. That process will take its course and the Board of Selectmen wants to afford the participants every remedy available to them. I ask that the public respect the process.

Chief Nick Boulter has served the Simsbury community for more than 20 years. In that time, he has developed a well-deserved reputation as a hard-working, honest, law-enforcement professional. The Chief has and continues to serve honorably and with the utmost integrity. He has the full support of the Town Manager, The Police Commission, and the Board of Selectmen.

ADJOURN

Ms. Cooke made a motion to adjourn the meeting at 8:47p.m. Mr. Kelly seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk

CALL TO ORDER

The Regular Meeting of the Simsbury Board of Selectmen was called to order at 6:50 p.m. at Eno Memorial Hall. Present were: First Selectman Eric Wellman; Board members Sean Askham, Michael Paine, Chris Peterson, Jackie Battos, and Wendy Mackstutis. Also present: Town Manager Maria E. Capriola, Deputy Town Manager Melissa Appleby, as well as other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC AUDIENCE

Joan Coe, 26 Whitcomb Drive, spoke about paying taxes for services, employees working for taxpayers, expressing her views, internal investigations and grievances and other issues.

SELECTMEN ACTION

a) Appointment of Deputy First Selectman

Mr. Wellman said the Deputy First Selectman is appointed by the First Selectman per Town Charter. He has chosen Sean Askham due to his service to the Town. No motion needed for this agenda item.

b) Board of Selectmen Rules and Procedures

Mr. Wellman said these Rules and Procedures have been in place for quite some time now. Therefore, he is recommending a referral on these Rules and Procedures to the Personnel Sub-Committee for updating with the understanding that all updates would need to be brought before the Board of Selectmen for consideration.

Mr. Askham made a motion, effective December 5, 2019, to approve the attached Board of Selectmen Rules and Procedures. Mr. Paine seconded the motion. All were in favor and the motion passed.

Mr. Askham made a motion, effective December 5, 2019, to refer the Board of Selectmen Rules and Procedures to the Personnel Sub-Committee for review. Mr. Paine seconded the motion. All were in favor and the motion passed.

c) Board of Selectmen 2020 Regular Meeting Schedule

There was some discussion about April 13, 2020 being a school vacation week. Meetings will be held at 6:00 p.m. on the second and fourth Monday of the month.

Mr. Askham made a motion, effective December 5, 2019, to approve the Board of Selectmen 2020 regular meeting schedule with the change from April 13, 2020 to April 6, 2020. Mr. Peterson seconded the motion. All were in favor and the motion passed.

d) First Selectman’s Appointment of Board and Commission Liaison Assignments

Mr. Wellman said the Town Charter, Chapter IV, Section 402, gives the First Selectmen the authority to appoint members of the Board of Selectmen to the Public Safety Committee, Personnel Sub-Committee, Finance, Welfare and such other committees as may be established by the Board of Selectmen.

Therefore, no action was needed for this agenda item.

e) Stipend for First Selectman

Mr. Wellman recused himself. Deputy First Selectman Askham took over the meeting.

Mr. Askham said when the form of government changed, there was also a stipend included for the First Selectman due to their role. There is \$10,000.00 set aside for this budget item.

Mr. Paine made a motion, effective December 5, 2019, to approve the First Selectman’s annual stipend in the amount of \$10,000.00. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

Mr. Wellman rejoined the meeting and Mr. Askham turned the meeting back over to him.

f) Reappointment of Town Counsel, Labor and Employment Counsel, Retirement Plan Counsel and Board Counsel

Mr. Wellman said it is the Town Manager’s recommendation that the Board continue their relationship with the current Town Counsel, Labor and Employment Counsel, Retirement Plan Counsel and Board Counsel.

Mr. Askham made a motion, effective December 5, 2019, to reappoint the firm of Updike, Kelly & Spellacy, P.C. as Town Attorney for a two year term through December 6, 2021;

And,

To reappoint the firm of Ford Harrison LLP as Labor and Employment Counsel for the Town of Simsbury for a two year term through December 6, 2021;

And,

To reappoint the firm of Murtha Cullina LLP as pension counsel for the Town of Simsbury for a two year term through December 6, 2021;

And,

To reappoint the firm of Day Pitney LLP as Bond Counsel for the Town of Simsbury for a two year term through December 6, 2021 pursuant to Section 706 of the Town Charter and for Town Manager, Maria E. Capriola to execute the engagement letters.

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

g) Simsbury Education Association (SEA) and Simsbury School Administrators and Supervisors Association (SASSA) Contracts

Mr. Wellman said the Board of Education negotiates their own contracts with their labor groups. There are two tentative agreements that cover the next three fiscal years between the Board of Education and the Simsbury Education Association and the next four years between the Simsbury Board of Education and the Simsbury School Administrators. The Board of Selectmen needs to either approve the agreements, do nothing or reject the agreements.

Mr. Paine made a motion, effective December 5, 2019, to approve the three-year contract between the Simsbury Board of Education and the Simsbury Education Association as approved at the November 12, 2019 Board of Education meeting. Ms. Mackstutis seconded the motion. All were in favor and the motion passed.

Mr. Paine made a motion, effective December 5, 2019, to approve the four-year contract between the Simsbury Board of Education and the Simsbury School Administrators and Supervisors Association as approved at the November 12, 2019 Board of Education meeting. Mr. Peterson seconded the motion. All were in favor and the motion passed.

h) Simsbury Meadows Performing Arts Center Operating Agreement

Mr. Wellman said the current operating agreement with Simsbury Meadows Performing Arts Center, Inc. expires December 31, 2019. The Town Manager is looking for input on waiving the lining fee; having a sponsored rate applied to all events held at the PAC, gathering permits for existing events without substantial changes would go through an administrative approval process before the Public Gathering Committee with Town Manager sign-off; and, local building and land use application fees would not apply for approved Board of Selectmen capital projects at the PAC facility.

After discussion, a draft contract will be presented at the December 16, 2019 meeting of the Board of Selectmen.

i) Donations from the Friends of Simsbury Farms and the Simsbury Farms Men’s Club

Ms. Mackstutis made a motion, effective December 5, 2019, to accept the monetary donations of \$4,200 from the Friends of Simsbury Farms and \$4,200 from the Simsbury Farms Men’s Club to help offset the total cost of a greens roller purchase with our thanks. Mr. Paine seconded the motion. All were in favor and the motion passed.

j) WPCA Mechanic Foreman Job Description

Mr. Wellman said the changes to the WPCA Mechanic Foreman Job Description have been reviewed by the Personnel Sub-Committee and the Union. The approximate cost of \$5,000 would come out of the WPCA budget, which is managed in a self-sustaining fund.

Ms. Capriola said this would not be adding to the overall positions, it would just be a reclassification.

Mr. Askham made a motion, effective December 5, 2019, to approve the new classification of Mechanics Foreman and to place this position at grade T9 of the AFSCME Employees Pay Plan. Further move to approve the job description as presented. Mr. Paine seconded the motion. All were in favor and the motion passed.

APPOINTMENTS AND RESIGNATIONS

a) Appointment of Board of Selectman Member to Debt Policy Workgroup

Mr. Wellman said Christopher Kelly was appointed to the Debt Policy Workgroup when he was a member of the Board of Selectmen. Mr. Peterson has agreed to serve in Mr. Kelly’s place.

Mr. Askham made a motion, effective December 5, 2019, to appoint Chris Peterson to the Debt Policy Workgroup. Mr. Paine seconded the motion. All were in favor and the motion passed.

b) Appointment of Short-Term Rental Ordinance Workgroup

Mr. Wellman said a Short-term Rental Ordinance Workgroup was established to review similar ordinances from other communities and to create a draft ordinance to be brought before the Board of Selectmen. There are currently have two slots open in the workgroup from this Board and one each from Zoning, EDC and Tourism. He also received a request from the Planning Commission that they would like to join as well.

Ms. Mackstutis made a motion, effective December 5, 2019, to increase the total membership of the Short-term Rental Ordinance Workgroup from 5 members to 6 members by adding a slot for a member of the Planning Commission. Mr. Askham seconded the motion. All were in favor and the motion passed.

Mr. Paine made a motion, effective December 5, 2019, to appoint the recommended members for the Short-term Rental Ordinance Workgroup:

Jackie Battos, Board of Selectmen (to replace Sean Askham)

Holly Beum, Planning Commission

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

c) Appointment of Cheryl Cook to the 350th Anniversary Steering Committee

Mr. Wellman said Ms. Cook has been chairing that Committee already and has agreed to continue in that role.

Mr. Askham made a motion, effective December 5, 2019, to increase the total membership of the 250th Anniversary Steering Committee from 17 voting members to 18 voting members by adding a slot for a community members. Mr. Paine seconded the motion. All were in favor and the motion passed.

Mr. Askham made a motion, effective December 5, 2019, to appoint Chery Cook to the 350th Anniversary Steering Committee as a community member with a term ending December 31, 2020. Mr. Paine seconded the motion. All were in favor and the motion passed.

ADJOURN

Mr. Askham made a motion to adjourn at 7:27 p.m. Mr. Paine seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk