



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Watch Board of Selectmen meetings LIVE and rebroadcast on Comcast Channels 96, 1090, Frontier Channel 6071 and LIVE streamed or on-demand at www.simsburv.org

SIMSBURY BOARD OF SELECTMEN

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

Regular Meeting – December 17, 2018 – 6:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

PRESENTATION

- a) Pedestrian and Bicycle Master Plan

FIRST SELECTMAN'S REPORT

TOWN MANAGER'S REPORT

SELECTMEN ACTION

- a) Tax Refund Requests
- b) Proposed Donation from Hartford Foundation for Public Giving
- c) Proposed Donation From Garrity Asphalt Reclaiming
- d) Proposed Public Gathering Permit – Try Simsbury
- e) Proposed Public Gathering Permit – Iron Horse Half-Marathon
- f) Proposed Public Gathering Permit – Beach Boys Charity Concert
- g) Proposed 2019 Simsbury Farms Golf Course Fee Schedule
- h) Proposed Tax Abatement and Fee Waivers, 690 Hopmeadow Street
- i) Discussion Regarding Sale and Distribution of Tobacco/Nicotine/Vaping Products



APPOINTMENTS AND RESIGNATIONS

- a) Proposed Appointments of Friends of Simsbury Farms Board Members
- b) Proposed Appointment of Peter Van Loon to the Business Development Incentive Committee
- c) Proposed Appointment of Donald Eaton to the Conservation Commission/Inland Wetlands Agency
- d) Proposed Appointment of Terrence Fogarty to the Police Commission
- e) Proposed Appointment of David Johnson to the Board of Assessment Appeals
- f) Proposed Expansion of Library Building Committee Membership and Appointment of Mark Orenstein to the Library Building Committee
- g) Resignation of Joyce Howard from the Tourism Committee
- h) Resignation of Robert Heagney from the Open Space Committee
- i) Proposed Appointment of Timothy Walczak to the Open Space Committee

REVIEW OF MINUTES

- a) Regular Meeting of November 26, 2018

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

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

COMMUNICATIONS

- a) Letter from N. Mason re: Donation to SCTV's Operation Budget, dated November 24, 2018
- b) Memorandum from M. Capriola re: Economic Development Commission Appointments, dated December 12, 2018
- c) Correspondence from M. Capriola and N. Boulter re: Police Uniform Change, dated December 4 & 13, 2018

ADJOURN



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Pedestrian and Bicycle Master Plan
2. **Date of Board Meeting:** December 17, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Thomas J. Roy, PE, Director of Public Works
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
No action is required. This presentation is informational.

5. **Summary of Submission:**

The Town of Simsbury has demonstrated a commitment to walking and bicycling through numerous initiatives, programs, and policies. For nearly three decades, Simsbury has invested in pedestrian and bicycle infrastructure and it has made considerable strides in pedestrian and bicycle education and awareness. The *Pedestrian and Bicycle Master Plan* was developed to build on previous efforts and allow the Town to plan for the current needs of pedestrians and bicyclists in a comprehensive way. The *Pedestrian and Bicycle Master Plan* will be used to guide the next ten years of active transportation planning in Simsbury.

The plan development process incorporated many opportunities for community engagement including an Advisory Committee, online survey, pop-up outreach events, and a website. As a result of such active community engagement, this Master Plan's vision, needs, and recommendations reflect the community's desire for the future of walking and bicycling in Simsbury.

The Master Plan provides recommendations on potential opportunities for improvements to our bicycle and pedestrian network. These opportunities were prioritized based on a detailed community analysis. The Master Plan organized its recommendations into three categories: policies and programs; network and facilities; and signage and wayfinding. These recommendations are then further organized by priority: high (5-10 year goal); medium (3-5 year goal); and low (1-3 year goal).

Implementation of the recommendations in this Master Plan can improve the quality of life of the Town's residents and visitors, increase economic development and enhance the character of our community.

Tom Roy, Director of Public Works and Marcy Miller, Senior Project Manager, Associate, Fitzgerald and Halliday, Inc. will be presenting this evening.

6. Financial Impact:

None immediately. Ultimately the Master Plan will assist in setting organizational priorities and policy direction in this area, including guidance that will be used for establishing operating and capital budget resource priorities.

7. Description of documents included with submission:

a) Pedestrian and Bicycle Master Plan

https://www.dropbox.com/s/fwrkvk9je1gz5m4/SimsburyPedBike_DraftMasterPlan39_ExSumONLY.pdf?dl=0



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 17, 2018
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 17, 2018 to approve the presented tax refunds in the amount of \$5,948.83, 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 \$5,948.83. The attachment dated December 17, 2018 has a detailed listing of all requested tax refunds.
7. **Description of Documents Included with Submission:**
 - a) Requested Tax Refunds, dated December 17, 2018

REQUESTED TAX REFUNDS
DECEMBER 17, 2018

	BILL NUMBER	TAX	INTEREST	TOTAL
List 2016				
VW Credit Leasing Ltd	16-03-69875	\$614.02		\$614.02
Total 2016				
		\$614.02	\$0.00	\$614.02
List 2017				
Bardwell, Leon W	17-03-50988	\$54.63		\$54.63
CCAP Auto Lease Ltd	17-03-52954	\$121.27		\$121.27
Cellerino, Michael J	17-03-53010	\$91.41		\$91.41
Daimler Trust	17-03-54253	\$106.38		\$106.38
Fischer John C	17-03-56079	\$562.14		\$562.14
Gorski, Veronica	17-03-57178	\$203.41		\$203.41
Guilford Eugene A	17-03-57555	\$207.96	\$25.72	\$233.68
Hanshaw Frank	17-03-57796	\$40.32		\$40.32
Honda Lease Trust	17-03-58490	\$168.59		\$168.59
Honda Lease Trust	17-03-58567	\$332.18		\$332.18
Jamieson Alexander P	17-03-59103	\$207.04		\$207.04
JP Morgan Chase Bank	17-03-59448	\$293.91		\$293.91
JP Morgan Chase Bank	17-03-59471	\$194.12		\$194.12
Lauren Michael E Jr	17-03-60696	\$184.83		\$184.83
Ma Fashang	17-03-61508	\$13.95		\$13.95
Nissan Motor Acceptrance Corp.	17-03-63752	\$358.34		\$358.34
Nissan Infiniti LT	17-03-63766	\$565.24		\$565.24
Nissan Motor Acceptrance Corp.	17-03-63805	\$260.66		\$260.66
Nissan Motor Acceptrance Corp.	17-03-63816	\$39.63		\$39.63
Nissan Motor Acceptrance Corp.	17-03-63845	\$44.69		\$44.69
Nissan Motor Acceptrance Corp.	17-03-63851	\$266.96		\$266.96
USB Leasing LT	17-03-69508	\$64.18		\$64.18
Nissan Motor Acceptrance Corp.	17-03-69703	\$927.25		\$927.25
Total 2017				
		\$5,309.09	\$25.72	\$5,334.81
TOTAL 2016				
		\$614.02	\$0.00	\$614.02
TOTAL 2017				
		\$5,309.09	\$25.72	\$5,334.81
TOTAL ALL YEARS				
		\$5,923.11	\$25.72	\$5,948.83



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 17, 2018
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 17, 2018 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:** Proposed Donation from Garrity Asphalt Reclaiming, Inc.

2. **Date of Board Meeting:** December 17, 2018

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 Garrity Asphalt Reclaiming, Inc., the following motion is in order:

Move, effective December 17, 2018 to accept a donation from Garrity Asphalt Reclaiming, Inc. in the amount of \$2,500 for the purpose of supporting Simsbury Community and Social Services Department programs that assist residents in need.

5. **Summary of Submission:**

Garrity Asphalt Reclaiming, Inc. has provided a financial donation in the amount of \$2,500 to the Community and Social Services Department. The donation will be used to provide emergency assistance (i.e. heat, food, shelter) to Simsbury residents in need.

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 Garrity Asphalt Reclaiming, Inc.

6. **Financial Impact:**

The \$2,500 donation from Garrity Asphalt Reclaiming, Inc. will be used to provide emergency assistance (i.e. heat, food, shelter) to Simsbury residents in need. The funds would be deposited into a Social Services special revenue fund used for this purpose.

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

None



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Request for Contract Extension, Simsbury Senior/ Community Center Grant Contract #128-NF-03 14DSS6002FQ

2. **Date of Board Meeting:** December 17, 2018

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

Maria E. Capriola

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports amending the contract for the Senior / Community Center grant to September 30, 2019, the following motions are in order:

Move, effective, December 17, 2018, to authorize Town Manager Maria E. Capriola to execute the Contract Amendment 2 from the State of Connecticut Department of Social Services (DSS) to be in effect from January 1, 2014 to September 30, 2019.

Move, effective, December 17, 2018, to approve the attached resolution that authorizes the Town Manager to enter into contracts with the State of Connecticut Department of Social Services (DSS) on behalf of the Town of Simsbury.

Move, effective, December 17, 2018, to authorize the Town Manager to execute the State of Connecticut Ethics Form 1, 5 and 7 on behalf of the Town of Simsbury.

5. **Summary of Submission:**
The contract amendment extends the deadline for the DSS grant from December 31, 2018 to September 30, 2019. The grant funding was obtained to complete design studies and to facilitate the design and bidding for the Senior / Community Center project. The amendment to the contract will allow additional time to expend the grant funds and allow for State Bond Commission action to revise the budget for use of the funds remaining for construction activities completed as part of the Eno Memorial Hall Renovations project.

The attached resolution updates the 2016 resolution for the previous contract amendment to reflect the change in government.

The Nondiscrimination Certificate is a standard state form for all contracts valued at \$50,000 or more. The 2018 certification (attached for reference) filed with another grant application in 2018 will be accepted by the Office of the Attorney General for this amendment.

6. Financial Impact:

The total grant award is in the amount of \$204,000. To date approximately \$140,000 of the grant funds have been expended.

7. Description of Documents Included with Submission:

- a) Department of Social Services Grant Amendment and Letter, dated December 17, 2018
- b) Certified Resolution
- c) Previous Nondiscrimination Resolution (Form D) Filed with Grant Application, dated December 4, 2018
- d) OPM Ethics Form 1 – Gifts and Campaign Contributions
- e) OPM Ethics Form 5 Consulting Agreement Affidavit
- f) OPM Ethics Form 7 – Iran Certification Form



STATE OF CONNECTICUT

DEPARTMENT OF SOCIAL SERVICES

55 FARMINGTON AVENUE – HARTFORD, CONNECTICUT 06105-5033

12/17/2018

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

CONTRACT #: 14DSS6002FQ/ 128-NF-03
PERIOD: 1/9/2014 to 9/30/2019

AMOUNT: \$204,000.00
A2

Dear Ms. Capriola:

I have attached documents to amend the contract referenced above. Please review all documents carefully, sign IN BLUE INK where indicated, and return all documents requiring signature to me via PDF **no later than December 21, 2018 or earlier**. The following documents are included:

- **Amendment**
- **Budget**
- **Signature & Approvals** - Please sign and date, preferably in blue ink.
- **Request for Payment (W-1270)** – One copy of this form must be signed, dated, and submitted to your Program Representative, Josephine Caruso. **Please retain blank copies for future payments.**

As of July 1, 2012, a PDF of the following forms must be uploaded onto the Department of Administrative Services' BizNet contracting portal <https://www.biznet.ct.gov/Company/CompanyInfo.aspx>. The OPM certification and affidavit forms were revised in May 2015, please use the versions attached to this package and upload each to the Biznet website. If you have questions about BizNet please contact DAS at DASIBI.webmaster@ct.gov

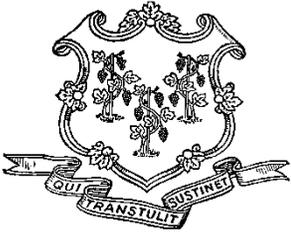
- **Nondiscrimination Certification (revised June 30, 2009)**
- **OPM Ethics Form 1 - Gift and Campaign Contribution Certification** – as attachment
- **OPM Ethics Form 5 - Consulting Agreement Affidavit** – as attachment
- **OPM Ethics Form 7 – Iran Certificate** – as attachment
- **Insurance Certificate (declaration and any endorsements) per Section II (d) indemnification and Section 12 of the Mandatory Part II. Please note the State shall be named as additional insured and policy should cover the full term of the contract, including, if applicable, any extensions.**

If you have any questions regarding this process please contact me at (860) 424-5323 or through e-mail at donna.locurto@ct.gov. For questions regarding the program, please contact Josephine Caruso at (860) 424-5885, or by e-mail at josephine.caruso@ct.gov

Sincerely,

Donna LoCurto
Contract Administration

Cc: Josephine Caruso



STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES

CONTRACT AMENDMENT

Contractor: Town of Simsbury
Contractor Address: 933 Hopmeadow Street, Simsbury, CT .06070
Contract Number: 14DSS6002FQ / 128-NF-03
Amendment Number: **Amendment 2**
Amount as Amended: \$204,000.00
Contract Term as Amended: 1/9/2014 to 9/30/2019

The contract between Town of Simsbury (“Contractor”) and the Connecticut Department of Social Services (“Department”), which was last executed by the parties and approved by the Office of the Attorney General, 6/23/2015, and previously amended on 12/23/2016, is hereby further amended as follows:

1. The term of the contract is extended for an additional nine (9) months and the end date of the contract is changed from 12/31/18 to 9/30/19.
2. Effective on and after 6/1/2018, Part II labeled TERMS AND CONDITIONS of this contract shall be deleted in its entirety and replaced with the following:

PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

A. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:

1. **“Bid”** shall mean a bid submitted in response to a solicitation.
2. **“Breach”** shall mean a party’s failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
3. **“Cancellation”** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.

4. **“Claims”** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
5. **“Client”** shall mean a recipient of the Contractor’s Services.
6. **“Contract”** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
7. **“Contractor Parties”** shall mean a Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
8. **“Data”** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
9. **“Expiration”** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
10. **“Force Majeure”** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
11. **“Confidential Information” (formerly “Personal Information”)** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information regarding clients that the Agency classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
12. **“Confidential Information Breach” (formerly “Personal Information Breach”)** shall mean generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of

compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Agency, the Contractor, or the State.

13. **“Records”** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, correspondence, and program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract, kept or stored in any form.
14. **“Services”** shall mean the performance of Services as stated in Part I of this Contract.
15. **“State”** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
16. **“Termination”** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Client-Related Safeguards.

1. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
2. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 17a-101q, inclusive, 17a-102a, 17a-103 through 17a-103e, inclusive, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with intellectual disabilities or any individual who receives services from the State); and C.G.S. § 17a-412 (relative to elderly persons).
3. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. Contractor Obligations.

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM the Web at http://www.ct.gov/opm/cwp/view.asp?a=2981&Q=382994&opmNav_GID=1806
2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: “This publication does not express the views of the Department of Social Services or the State of Connecticut. The views and opinions expressed are those of the authors.” Neither the Contractor nor any of

its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.

- 3. Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) days after receipt of the request:
- (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
 - (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) days following the termination or cancellation of the Contract.

4. Federal Funds.

- (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
- (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act ("DRA") of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
 - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
 - (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
- (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General ("HHS/OIG") Excluded Parties list and the Office of Foreign Assets Control ("OFAC") list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject

to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

5. Audit and Inspection of Plant, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, or where applicable, federal agencies, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor's Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. The Contractor shall comply with federal and state single audit standards as applicable.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit and inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than thirty (30) days after receiving an invoice from the State.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor must incorporate this entire Section verbatim into any contract or other agreement it enters into with any Contractor Party.

6. Related Party Transactions. The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:

- (a) Real estate sales or leases;
- (b) leases for equipment, vehicles or household furnishings;

- (c) Mortgages, loans and working capital loans; and
- (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.

7. Suspension or Debarment. In addition to the representations and requirements set forth in Section D.4:

- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
 - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
 - (4) have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
- (b) Any change in the above status shall be immediately reported to the Agency.

8. Liaison. Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.

9. Subcontracts. Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.

10. Independent Capacity of Contractor. The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.

11. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts of the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold

harmless against Claims includes Claims concerning (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) Records, intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.

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

12. Insurance. Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:

- (a) **Commercial General Liability.** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
- (b) **Automobile Liability.** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.

- (c) Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
 - (d) Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- 13. Sovereign Immunity.** The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.
- 14. Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.**
- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
 - (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
 - (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.
- 15. Compliance with Law and Policy, Facility Standards and Licensing.** Contractor shall comply with all:
- (a) Pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
 - (b) Applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

16. Representations and Warranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
- (c) Adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

17. Reports. The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.

18. Delinquent Reports. The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.

19. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data – security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative

Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

20. Workforce Analysis. The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.

21. Litigation.

- (a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
- (b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

D. Changes to the Contract, Termination, Cancellation and Expiration.

1. Contract Amendment.

- (a) Should the parties execute an amendment to this Contract on or before its expiration date that extends the term of this Contract, then the term of this Contract shall be extended until an amendment is approved as to form by the Connecticut Office of the Attorney General provided the extension provided hereunder shall not exceed a period of 90 days. Upon approval of the amendment by the Connecticut Office of the Attorney General the term of the contract shall be in accord with the provisions of the approved amendment.
- (b) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Office of the Connecticut Attorney General.

- (c) The Agency may amend this Contract to reduce the contracted amount of compensation if:
 - (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
 - (2) federal funding reduction results in reallocation of funds within the Agency.
- (d) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

2. Contractor Changes and Assignment.

- (a) The Contractor shall notify the Agency in writing:
 - (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - (2) no later than ten (10) days from the effective date of any change in:
 - (A) its certificate of incorporation or other organizational document;
 - (B) more than a controlling interest in the ownership of the Contractor; or
 - (C) the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
- (c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
 - (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
 - (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) days from the date the Agency receives all requested documentation.
 - (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. **Breach.**

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date; no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
 - (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
 - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
 - (3) permanently discontinue part of the Services to be provided under the Contract;
 - (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
 - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
 - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
 - (7) any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) days after the Contractor receives a demand from the Agency.
- (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
- (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.

4. **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

5. **Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit

of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) days of immediate suspension. Within five (5) days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.

6. Ending the Contractual Relationship.

- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
- (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
- (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.
- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

7. Transition after Termination or Expiration of Contract.

- (a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- (b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

E. Statutory and Regulatory Compliance.

1. Health Insurance Portability and Accountability Act of 1996.

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (“Agency”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a “business associate” of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. parts 160 and 164, subparts A, C, and E (collectively referred to herein as the “HIPAA Standards”).
- (f) Definitions
 - (1) “Breach” shall have the same meaning as the term is defined in 45 C.F.R. § 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
 - (2) “Business Associate” shall mean the Contractor.

- (3) “Covered Entity” shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
- (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
- (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
- (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. § 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
- (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
- (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
- (12) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
- (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
- (14) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) “Unsecured protected health information” shall have the same meaning as the term as defined in 45 C.F.R. § 164.402.

(g) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees in accordance with 45 C.F.R. § 502(e)(1)(ii) and § 164.308(d)(2), if applicable, to ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same

restrictions, conditions and requirements that apply to the Business Associate with respect to such information.

- (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an Individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate
 - (A) restrict disclosures of PHI;
 - (B) provide an accounting of disclosures of the individual's PHI;
 - (C) provide a copy of the individual's PHI in an electronic health record; or
 - (D) amend PHI in the Individual's designated record setthe Business Associate agrees to notify the Covered Entity, in writing, within five (5) business days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
 - (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract; and
 - (B) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.

- (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured PHI, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than thirty (30) days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. § 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the Individual if the Individual is deceased) whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 2. A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. § 164-412 would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4 inclusive, of (g)(16)(C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within twenty (20) business days of the Business Associate's notification to the Covered Entity.
- (E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. § 164.402, by the Business Associate or a subcontractor of the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. §§ 164.404 and 164.406.
- (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business

Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

- (G) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(h) Permitted Uses and Disclosure by Business Associate.

- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

- (2) Specific Use and Disclosure Provisions

- (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(i) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(k) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
 - (3) Effect of Termination.
 - (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten (10) business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (1) Miscellaneous Sections.
- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
 - (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
 - (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
 - (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
 - (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the

Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

- (6) **Disclaimer.** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) **Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.
5. **Non-discrimination.**
 - (a) For purposes of this Section, the following terms are defined as follows:
 - i. "Commission" means the Commission on Human Rights and Opportunities;
 - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform

- assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
 - x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor

- agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
 - (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
 - (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
 - (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
 - (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
 - (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56; as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a

subcontractor or vendor as a result of such direction by the Commission, regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

6. Freedom of Information.

- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. (“FOIA”) which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
- (b) Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a “person” performing a “governmental function”, as those terms are defined in C.G.S. §§ 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor’s performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

7. Whistleblowing. This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a “large state contract” as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee’s disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

8. Executive Orders. This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor’s request, the Client Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.

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



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

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

All terms and conditions of the original Contract, and any subsequent amendments thereto, which were not modified by this Amendment remain in full force and effect.

SIGNATURES AND APPROVALS

14DSS6002FQ / 128-NF-03 A2

The Contractor IS NOT a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended.

CONTRACTOR

Town of Simsbury

Maria E. Capriola, Town Manager

____/____/____
Date

DEPARTMENT OF SOCIAL SERVICES

Authorized Signature

____/____/____
Date

OFFICE OF THE ATTORNEY GENERAL *(Approved as to form)*

ASST. / ASSOC. ATTORNEY GENERAL

____/____/____
Date

RESOLUTION

I, *(Name of Secretary or Clerk)*, _____, of **Town of Guilford**, a Connecticut corporation (the "Contractor"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the *(Name of Governing Body)* _____ of the Contractor duly held and convened on *(Date of Meeting)* _____, at which meeting a duly constituted quorum of the *(Name of Governing Body)* _____ was present and acting throughout and that such resolution has not been modified, rescinded, or revoked, and is at present in full force and effect:

RESOLVED that the _____, _____, is empowered to enter into and amend contractual instruments in the name and on behalf of this Contractor with the Department of Social Services of the State of Connecticut for a Neighborhood Facilities program, and to affix the corporate seal.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of the Contractor this _____ day of _____, 2018.

L. S.

(Signature of Secretary or Clerk)

WORKFORCE ANALYSIS

Contractor **Town of
Simsbury**

Address **933 Hopmeadow
Street, Simsbury, CT .06070**

Number of Connecticut Employees	
Full-time: <input type="text"/>	Part-time: <input type="text"/>
Employment figures obtained from	
Visual Check <input type="checkbox"/>	Employment Records <input type="checkbox"/>
Other <input type="checkbox"/>	Contractor «ContractorOrg»¶ <input type="text"/> Number <input type="text"/>

JOB CATEGORIES	TOTALS	WHITE (Not of Hispanic Origin)		BLACK (Not of Hispanic Origin)		HISPANIC		ASIAN OR PACIFIC ISLANDER		AMER. INDIAN OR ALASKAN NATIVE		PERSON WITH DISABILITIES	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials & Managers													
Professionals													
Technicians													
Service Workers													
Office & Clerical													
Craft Workers (Skilled)													
Operators (Semi-Skilled)													
Laborers (Unskilled)													
TOTALS													
Totals One Year Ago													

FORMAL ON-THE-JOB-TRAINEES

Apprentices													
Trainees													

1. Have you successfully implemented an Affirmative Action Plan?

Yes No If yes, date of implementation ; If no, explain
 Do you promise to develop and implement a successful Affirmative Action Plan?

Yes No N/A Explain:

2. Have you successfully developed an apprenticeship program complying with Sec. 46a-68-1 to 46a-68-17 of the Connecticut Department of Labor Regulations, inclusive:

Yes No N/A Explain:

3. According to EEO-1 data, is the composition of your work force at or near parity when compared with the racial and sexual composition of the work force in the relevant labor market area?

Yes No Explain:

4. If you plan to subcontract, will you set aside a portion of the contract for legitimate minority business enterprises?

Yes No Explain:

Authorized Signature: _____ Date: _____

CT COMMISSION ON HUMAN RIGHTS & OPPORTUNITIES

CONTRACT COMPLIANCE REGULATIONS

Sec. 46a-68j-23. Obligations of Contractors

Every contractor awarded a contract subject to contract compliance requirements shall:

- 1) Comply fully with all federal and state antidiscrimination laws, and shall not discriminate or permit a discriminatory practice in such a form, in such a manner and at such a time as may be prescribed by the Commission;
- 2) Cooperate fully with the Commission;
- 3) Submit periodic reports of its employment and subcontracting practice in such a form, in such a manner and at such a time as may be prescribed by the Commission;
- 4) Provide reasonable technical assistance and training to minority business enterprises to promote the participation of such concerns in state contracts and subcontracts;
- 5) Make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises;
- 6) Maintain full and accurate support data for a period of two (2) years from the date the record is made or the date the contract compliance form is submitted, whichever is later, provided that this provision shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;
- 7) Not discharge, discipline or otherwise discriminate against any person, who has filed a complaint, testified or assisted in any proceeding with the commission;
- 8) Make available for inspection and copying any support data requested by the commission, and make available for interview any agent, servant or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint or any matter related to a contract compliance review;
- 9) Include a provision in all subcontracts with minority business enterprise requiring that the minority business enterprise provide the commission with such information on the structure and operations as the commission finds necessary to make an informed determination as to whether the standards of Sec. 4a-60 of the Connecticut General Statutes as amended by Sec. 2 of Public Act 89-253 have been met; and
- 10) Undertake such other reasonable activities or efforts as the commission may prescribe to ensure the participation of minority business enterprises as state contractors and subcontractors.

Sec. 46a-68j-24. Utilization of minority business enterprises

Contractors shall make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on all projects subject to contract compliance requirements

NONDISCRIMINATION CERTIFICATION

JULY 2009

Amendments to the Connecticut General Statutes Sections *4a-60(a)(1)* and *4a-60a(a)(1)* have been adopted. As a result of these amendments, the corresponding certifications have been revised as described below. Please note that the effective date of this amendment is June 30, 2009.

Directions: Please complete ONE of the following forms:

- I. *For ENTITIES (defined as corporations, limited liability companies, or partnerships) contracting with the State with contracts valued \$50,000 or more during any year of the contract period:*

Form C (Affidavit by Entity) is a certification through a **sworn affidavit (it must be notarized)** to be completed if the entity **already has in place** a nondiscrimination policy that complies with C.G.S. 4a-60(a)(1) and 4a-60a(a)(1) *as amended*.

Form D (New Resolution by Entity) is a certification to be signed by an officer of the entity's governing body if the entity **is newly adopting by corporate/board resolution** a nondiscrimination policy that complies with C.G.S. 4a-60(a)(1) and 4a-60a(a)(1) *as amended*.



STATE OF CONNECTICUT
DISCRIMINATION CERTIFICATION — Representation
By entity
Contracts Valued at Less Than \$50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at less than \$50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN ENTITY:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____,
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory

Date

Printed Name



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – New Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, _____ , _____ , of _____ ,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____ ,
Name of State or Commonwealth

certify that the following is a true and correct copy of a resolution adopted on the _____ day of
_____, 20____ by the governing body of _____ ,
Name of Entity

in accordance with all of its documents of governance and management and the laws of
_____ and further certify that such resolution has not been modified
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with the
Name of Entity
nondiscrimination agreements and warranties of Connecticut General Statutes
§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this _____ day of _____ , 20_____ .

Authorized Signatory

Date

Printed Name



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)

Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this day of , 20

Commissioner of the Superior Court (or Notary Public)

My Commission Expires





STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: _____

INSTRUCTIONS:

- CHECK ONE:** Initial Certification.
 Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, **the certification portion of this form must be completed** by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States.** United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box **are not required to complete the certification portion of this form**, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
- Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **CERTIFICATION required.** Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
- 2) "Respondent" means the person whose name is set forth at the beginning of this form; and
- 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.
- Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expire

W-1270

STATE OF CONNECTICUT - DEPARTMENT OF SOCIAL SERVICES

REQUEST FOR PAYMENT
DSS ACCOUNTS PAYABLE

Voucher #: VR Processed by: VR Date: Voucher Approved by:
Date:

PAYEE INFORMATION

Vendor Invoice #: Purchase/Contract Type: PO POS PSA MOA/TI BOND
Vendor/Contractor Name: Town of Simsbury Check One: Competitive Non-Competitive
Business Address: 933 Hopmeadow Street, Simsbury, CT .06070 Spending Plan Code: NF
CORE-CT Contract #: 14DSS6002FQ A3
Remittance Address: (where the check is to be mailed - YOU MUST FILL THIS IN) DSS Contract #: 128-NF-03
PO #: Receipt #
FEIN #: 066002085 Vendor # 0000000128
Contract Period: From: 1/9/2014 To: 6/30/2019
Payment Period: From: To:
Total Contract: \$204,000.00
Previous Payments: \$

Program is operating in compliance with Contract and expenditures have been incurred accordingly.

Authorization: Maria. E. Capriola

Contractor Name (print) Contractor Signature Date

DON'T FILL IN BELOW - THIS IS FOR DSS USE ONLY: DSS PROGRAM VERIFICATION - If multi funding source, provide all appropriate accounts.

Table with 10 columns: Amount, Budget Reference, Fund, Department, Program, SID, Account, Project/Grant, Chartfield 1, Chartfield 2. Contains 4 rows of data with values like \$20, DSS, 168.

I do certify that this program is operating in compliance with Contract and expenditures are authorized and properly chargeable as indicated.

Authorization: Josephine Caruso
DSS PROGRAM STAFF REP Signature Date (860) 424-5885 Phone #

Co-sign (if required) Signature Phone #

DSS FISCAL STAFF APPROVAL - Name (sign & date)

*Financial Report Required Yes No
*Financial Report within last 3 mos. Yes No
*Attach Explanation If Report Is More Than 3 Months Old



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

CERTIFIED RESOLUTION

I, Ericka Butler, Town Clerk of the Town of Simsbury, a Connecticut corporation, do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Selectmen of Simsbury duly held on December 17, 2018, at which meeting a duly constituted quorum of the Board of Selectmen was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect.

RESOLVED, that Maria Capriola, who is the Town Manager of the Town of Simsbury is empowered to enter into and amend contractual instruments in the name, and on behalf of the Contractor with the Department of Social Services of the State of Connecticut, for a Neighborhood Facilities program and to affix the corporate seal.

In Witness whereof, the undersigned has affixed his/her signature and the corporate seal of the Contractor, this 18th day of December 2018.

Ericka Butler, Town Clerk



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – New Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, _____ , _____ , of _____ ,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____ ,
Name of State or Commonwealth

certify that the following is a true and correct copy of a resolution adopted on the _____ day of
_____, 20____ by the governing body of _____ ,
Name of Entity

in accordance with all of its documents of governance and management and the laws of
_____ and further certify that such resolution has not been modified
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with the
Name of Entity
nondiscrimination agreements and warranties of Connecticut General Statutes
§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this _____ day of _____ , 20_____ .

Authorized Signatory

Date

Printed Name



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)

Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this day of , 20

Commissioner of the Superior Court (or Notary Public)

My Commission Expires





STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: _____

INSTRUCTIONS:

- CHECK ONE:** Initial Certification.
 Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, **the certification portion of this form must be completed** by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States.** United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box **are not required to complete the certification portion of this form**, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
- Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **CERTIFICATION required.** Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
- 2) "Respondent" means the person whose name is set forth at the beginning of this form; and
- 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.
- Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expire



Town of Simsbury

933 HOPMEADOW STREET

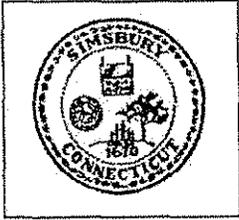
SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Public Gathering Permit - Try Simsbury
2. **Date of Board Meeting:** December 17, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Robin Newton, Code Compliance Officer
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports approving the public gathering permit application as presented, the following motion is in order:

Move, effective December 17, 2018 to approve the public gathering application for the 2019 Try Simsbury event as presented and to authorize the issuance of the public gathering permit.
5. **Summary of Submission:**
On November 15, 2018 the Public Gathering Committee met with the applicant for Try Simsbury, Missy DiNunno and Andrea Buono. Farmington Valley Health District was the only committee member not in attendance. This event will feature the triathlon along with a new option for a duathlon. This event will take place on Sunday May 5, 2019 with set-up occurring on Saturday, May 4, 2019. There will be a post-race party with food vendors and alcohol.
6. **Financial Impact:**
There is no direct financial cost to the Town. However, there are some indirect staff costs associated with race management and the processing of deposits and expenditures from the Try Simsbury Try-Athlon Special Revenue Fund (Fund 254) by Culture, Parks and Recreation and Finance Department staff members.

The most recent race finished in a deficit position and participation has been declining. There are sufficient funds in the special revenue account to cover expenditures related to the race in the event that the 2019 race also finishes in a deficit position. Race organizers are hopeful the new duathlon option will draw additional participants and leave the fund healthy enough to conduct the race again the future.
7. **Description of Documents Included with Submission:**
 - a) Application and Maps Presented to the Public Gathering Committee
 - b) Approval Conditions from the Code Compliance Officer



SIMSBURY ZONING COMMISSION
PUBLIC GATHERING PERMIT APPLICATION

Applicant's Name (PRINT): Andrea Buono - Race Director for C.P. & R

Applicant's Address: 933 Hopmeadow Street
Simsbury, CT 06070

Applicant's Telephone including office, home and cell phone: _____
Cell - 860-748-9179

Applicant's emergency Telephone number: Cell - 860-748-9179

Email address: andyex@comcast.net

Property Owner's Name (PRINT): Town of Simsbury
Missy DiNunno, Exec. Dir., SMPAC

Property Owner's Address: 22 Iron Horse Blvd (PO Box 245)
Simsbury, CT 06070

Property Owner's Telephone: 860-651-4052

Property Owner's (Original) Signature giving permission to make this application:

(Use Blue Ink) *Missy DiNunno* - SMPAC

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

Exact Time(s)/Date: Begin: 5/5/19 - 9:00 AM End: approx. 2:00 PM

*** See attached Event Summary for timeline specifics and setup/breakdown*

Location of proposed Public Gathering: (Complete Description and marked as shown on attached map): Simsbury Meadows Performing Arts Center

Is the event located on or does it utilize property owned by the Town of Simsbury?

Yes No

If Yes applicant MUST attach a Certificate of Insurance for \$1,000,000 in a form acceptable to the Town Attorney. (See Instruction sheet for directions).

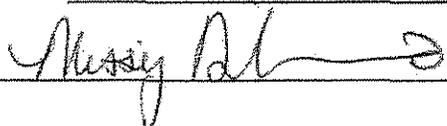
Applicant must attach a complete narrative description of the event. This description MUST include ALL aspects and features of the event. See attached Event Summary

Anticipated Attendance at Public Gathering: 150

Public Gathering Permit Required Declaration

I declare, under the penalties of revocation of permit and forfeiture of the required Bond, that the information provided on this application is true and correct to the best of my knowledge and belief.

Applicant Name(s) (Printed): Andrea Buono

Applicant(s) Signature: 

SMPAC Executive Director. on behalf of applicant

Date Signed: 9/12/18

EVENT SUMMARY

TRY SIMSBURY

Sunday, May 5, 2019
(Rain Date: N/A)

Public Gathering Permit Application Submitted: 9/12/18

CONTACT INFORMATION:	
Organization	Try Simsbury Event website: www.trysimsbury.com
Event Contact	Andrea Buono – Race Director on behalf of Town of Simsbury – Culture, Parks & Recreation 933 Hopmeadow Street Simsbury, CT 06070 Cell: 860-748-9179 Email: andyex@comcast.net
SMPAC Contact	Missy DiNunno, Executive Director Office: 860-651-4052 Cell: 203-305-1847

TIMELINE:

Saturday, May 4, 2019	
2:00 PM – 6:00 PM	Load-in / Setup
Sunday, May 5, 2019	
5:00 AM	Load-in / Setup continues
7:00 AM	Gates open for Registration
9:00 AM	Race Start
11:00 AM	Post-Race Party
2:00 PM	Load-out

EVENT DETAILS:

Description
Originally conceived of by town volunteers in an effort to encourage athletic tourism, persuading folks to “Try” Simsbury, the triathlon highlights Simsbury’s wonderful outdoor assets, including numerous hiking trails, the wild and scenic Farmington River, and terrific bike paths and trails. Traditionally a triathlon, this year’s event will also feature a duathlon option.

Ticketing / Event Fee Information	
Individual (in advance): \$75 Individual (race day): \$85 Teams (in advance): \$105 Teams (race day): \$125	Point of Sale: www.trysimsbury.com or race day at door

Parking	
Advanced Preparation	Lining required prior to event
Management	None required
On-site Parking Fee	N/A

Expected Attendance	<i>**Figures are estimated and subject to change</i>
Total Attendance Expected	Approximately 150

Stage Requirements	
Lights	Basic included with band shell
Sound	Client provides iPod w/ speaker – plug in to stage outlet
Production Setup	N/A

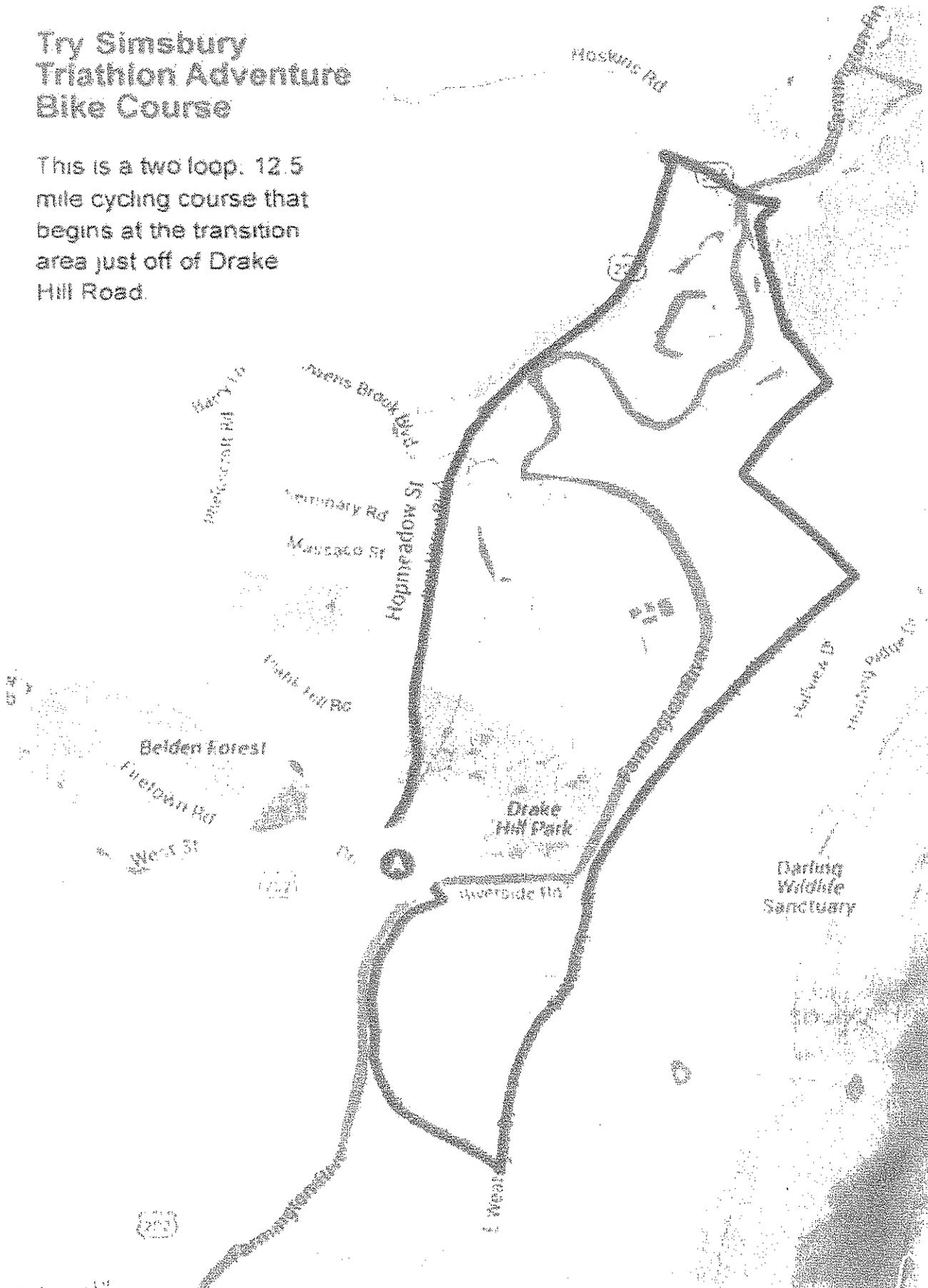
Vendor Information	
Merchandise Sales Vendors	
Food Vendors	SMPAC – Standard beverage sales (Moonlight Pub) Food vendor(s) TBD Location – on field inside wall
	Other Vendors – TBD Location – on field inside wall
Services/Activities	Location – on field inside wall

Public Restrooms	
Coordinated by	SMPAC
Units	Standard – 10 Sinks - 2 Accessible - 2 TOTAL - 14
Location	North east field – N/A North west field – N/A South east field (adjacent to parking) – 10/2/2

Security	
Stage Security	N/A
Field Security	TBD
Overnight Security	N/A
Security Notes	

Try Simsbury Triathlon Adventure Bike Course

This is a two loop, 12.5
mile cycling course that
begins at the transition
area just off of Drake
Hill Road.



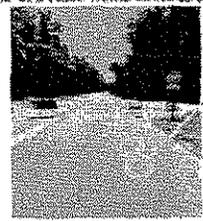
Bike

Try Simsbury
2018
Bicycle Course
East Westogue / Riverside




Try Simsbury
2018
Bicycle Course
East Westogue / Riverside Stop Sign Looking South from East Westogue

- * Traffic Stopping @ Stop Sign Encroaching On Shoulder
- * Riders Forced to Stop or Move Left into Oncoming Traffic
- * Recommendation: SPD Place Traffic Cones to Create a Bike Lane




Try Simsbury
2018
Bicycle Course
East Westogue / Riverside Looking North

- * Road Challenging Riders From East Westogue Road Must Ride On Right Side of Road
- * Right Lane Median Strip Approaching Oncoming Traffic
- * Recommendation: Place Traffic Cones to Create a Bike Lane




Try Simsbury
2018
Bicycle Course
East Westogue / Riverside Looking North

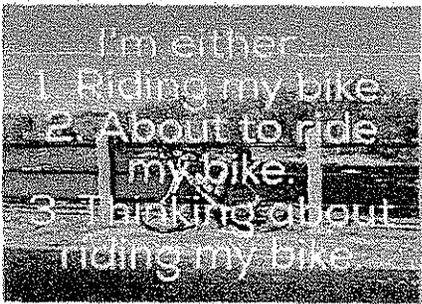
- * Traffic Moving South on East Westogue Road Stop Sign @ Stop Sign Approaching Riders
- * Recommendation: SPD Traffic Cones to Control @ East Westogue Road Traffic @ Stop Sign
- * Recommendation: SPD to Control Traffic Turning Left onto Riverside to Reduce Oncoming Traffic at Stop Sign
- * Recommendation: SPD Place Traffic Cones




Try Simsbury
2018
Bicycle Course

I'm either...

1. Riding my bike.
2. About to ride my bike.
3. Thinking about riding my bike.




Riverside Drive close
Drake Hill closed



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Office of Community Planning and Development

MEMO

TO: Public Gathering/BOS- Try Simsbury
From: Robin Newton, Code Compliance Officer
Date: November 28, 2018
RE: Approval Conditions

ZONING APPROVAL CONDITIONS

1. Any vendors involved in food preparation/selling shall check with the Farmington Valley Health District as to any permit requirements. Temporary Food Vendor permits **shall** be submitted to the FVHD at least 2 weeks in advance. Failure to submit the vendor applications with a minimum two weeks for review will result in permits not being granted.
2. A current Certificate of Insurance naming the Town of Simsbury as an additional insured is required 30 days in advance.
3. No roadway markings or custom signage is allowed unless authorized by the Department of Public Works.

Telephone (860) 658-3245
Facsimile (860) 658-3206

An Equal Opportunity Employer
www.simsbury-ct.gov

8:30 – 7:00 Monday
8:30 – 4:30 Tuesday through Thursday
8:30 – 1:00 Friday



Town of Simsbury

933 HOPMEADOW STREET

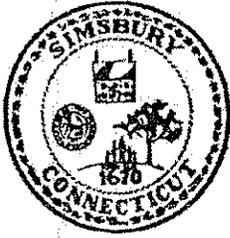
SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Public Gathering Permit - Iron Horse Half Marathon
2. **Date of Board Meeting:** December 17, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Robin Newton, Code Compliance Officer
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports approving the public gathering permit application as presented, the following motion is in order:

Move, effective December 17, 2018 to approve the public gathering application for the 2019 Iron Horse Half Marathon Road Race event as presented and to authorize the issuance of the public gathering permit.
5. **Summary of Submission:**
On November 15, 2018 the Public Gathering Committee met with the applicant for the 17th Annual Iron Horse Half Marathon Road Race, Missy DiNunno and Matt Anderson. Farmington Valley Health District was the only committee member not in attendance. This event will feature a half marathon, 10k and 5k road race which starts and finishes on Iron Horse Boulevard. Four Public Work trucks will be used to barricade Iron Horse Boulevard. Post-race events include food provided by the Simsbury Boy Scout Troop 175, music and a kid's fun run in the field. This event is scheduled for Saturday June 2, 2019.

As has been done for many years, the Simsbury Boy Scout Troop will sleep overnight (June 1, 2019) on the band shell for overnight security. The Boy Scouts will be required to provide the town with a certificate of insurance for this activity.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Application and Maps Presented to the Public Gathering Committee
 - b) Approval Conditions from the Code Compliance Officer



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

PUBLIC GATHERING PERMIT APPLICATION

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

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

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

Applicant's Name: Missy DiNunno - Executive Director

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

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

Event Location: Simsbury Meadows Performing Arts Center, Iron Horse Blvd, and surrounding streets

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

Exact Time(s)/Date Begin: 12:00 PM 6/1/19 End: 1:00 PM 6/2/19

*times above include setup/breakdown - see attached event outline
Number of people expected to be present for the event (incl. staff, volunteers, attendees): 2800

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

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

TOWN OF SIMSBURY USE ONLY:

Fee Received: YES NO N/A
Insurance Received: YES NO N/A
Request Approved: YES NO MORE INFO: _____

Signature: _____ Date: _____

EVENT INFO

Description of Event: 17th running of the Iron Horse Half Marathon,
10K, & 5K road race which starts and finishes on Iron Horse
Blvd. Pre and Post Race festivities take place on the band
shell stage and within the stone enclosure. Kids run in the field.

Please indicate whether you will be bringing:

Additional trash and recycling receptacles: YES NO NUMBER: 19T/19R

- You are responsible for proper collection and removal of all waste generated by your event.

Portable toilets: YES NO NUMBER: 65

- If yes, please show locations on attached site plan.

Tent: YES NO SIZE: 10x10
OPEN SIDES ENCLOSED

- Tents must be in compliance with State of Connecticut tent regulations. The Town of Simsbury's Building Official or Fire Marshal can advise on tent requirements.

Lighting and/or sound equipment: YES NO

- If yes, please attach a list of the equipment you plan to use along with a stage plot with locations for the equipment.
- Lighting must meet the requirements of the Town of Simsbury Fire Marshal.

Does your event require electrical access? YES NO

- If so, a plan for electrical access will need to be reviewed with the Town of Simsbury Building Official or Fire Marshal.

Will food be sold or given away at your event? YES NO

- If food is to be served, whether prepared on- or off-site, you must obtain a Temporary Food Permit from the Farmington Valley Health District (www.fvhd.org).

Will alcohol be served at your event? YES NO

- If alcohol is to be served, you must obtain all pertinent State permits and abide by all Town and State laws and regulations. An additional list of policies applies if alcohol is to be served.

Will road closure(s) be necessary? YES NO

- Details of proposed traffic circulation and closings must be presented to the Chief of Police prior to his signing of the PGP application. If State roads are proposed for closing, a permit from the CT DOT may be necessary.

PLANNING & ZONING DEPARTMENT

933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3245

Alcohol

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

Signage

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

Attachments:

Site Map

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

FARMINGTON VALLEY HEALTH DISTRICT

95 RIVER ROAD, CANTON, CT 06019

www.fvhd.org

860-352-2333

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

Has a Temporary Food Permit been secured? YES NO

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

BUILDING DEPARTMENT

933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3234

Tent:

YES NO CAPACITY: _____
OPEN SIDES ENCLOSED
SQUARE FOOTAGE: approx. 40 - all 100 square feet

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

Does your event require electrical access? YES NO

- Will you be utilizing portable generators? YES NO

FIRE MARSHAL

871 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-1973

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

860-658-3222

Will barricades/signage be required:

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

Are DPW trucks required for use as barricades? YES NO

QUANTITY: 4

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

TOTAL FEE DUE: \$250 + (_____ hours x \$50/\$75) = \$ 1,000 (based on 2018 requirement)
Fee is payable by check made out to the Town of Simsbury

Please note:

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

POLICE DEPARTMENT
933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3100

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

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

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

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

- Where will they be located? see attached event outline for # / location breakdown

SIMSBURY VOLUNTEER AMBULANCE ASSOCIATION

64 WEST STREET, SIMSBURY, CT 06070

860-658-7213

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

Will the attendance be equal to or greater than 5000? YES NO NUMBER: 2800

Attendance will be:

STAGGERED OVER COURSE OF EVENT AT A SPECIFIC TIME TIME: 7:30 AM

CULTURE, PARKS & RECREATION

100 OLD FARMS ROAD, SIMSBURY, CT 06070

860-658-3836

Are you serving food? YES NO

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

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

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

Will athletic field lighting be necessary? YES NO

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

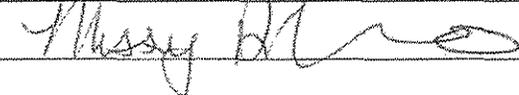
Portable toilets must be provided at the rate of 1 toilet per 50 patrons, at the Permittee's expense.

• ATTENDANCE: 2800 / 50 = 56 PORTABLE TOILETS REQUIRED

**Public Gathering Permit
Required Declaration**

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

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

Applicant's Signature: 

Date Signed: 11-9-18

EVENT SUMMARY

Hartford Marathon Foundation's Iron Horse Half Marathon, 10K, 5K

Sunday, June 2, 2019

(Rain Date: N/A)

Public Gathering Permit Application Submitted: 11-14-18

CONTACT INFORMATION:	
Organization	Hartford Marathon Foundation Event website: https://www.hartfordmarathon.com
Event Contact	Matt Anderson Hartford Marathon Foundation 41 Sequin Drive Glastonbury, CT 06033 Main: 860-652-8866 Cell: 860-707-0084 Email: matt@hartfordmarathon.com
SMPAC Contact	Missy DiNunno, Executive Director Office: 860-651-4052 Cell: 203-305-1847

TIMELINE:

Saturday, June 1, 2019		
12:00 PM – 6:00 PM	Load-in / Setup	
Sunday, June 2, 2019		
4:30 AM	Staff arrival / Setup continued	SMPAC Stage / Field
6:30 AM	Athlete arrival, parking, gathering	Field
6:45 AM	Iron Horse Blvd. closed to traffic	Iron Horse Blvd.
7:30 AM	10K start	Iron Horse Blvd.
7:45 AM	Half & 5K start	Iron Horse Blvd.
8:00 AM – 11:00 AM	Finishers return & Post-Race Party	Iron Horse Blvd. & SMPAC Stage
9:00 AM	5K Awards	SMPAC Stage
9:15 AM	10K Awards	SMPAC Stage
10:00 AM	Half Awards	
10:30 AM	Kids Fun Run	
11:30 AM – 1:00 PM	Load-Out	

EVENT DETAILS:

Description
<p>The 17th annual Iron Horse Half Marathon, 10K & 5K will be held on Sunday, June 2nd, 2019. The race starts at 7:30 AM on Iron Horse Boulevard with the post-race festivities following at the Simsbury Meadows Performing Arts Center. In the past there have been a total of eleven Simsbury police officers hired to control and direct traffic at the event.</p> <p>The HMF and SMPAC plan to work diligently with the Simsbury Police Dept. and Dept. of Public works to ensure all needs are met. Traffic alert signs will be posted two weeks prior to the race, and</p>

Description
<p>mailings to all residents along the course will be done in May. We will work with the police department to ensure notifications to residents are done to the town's satisfaction.</p> <p>The post-race festivities include food provided by Simsbury Boy Scout troop 175, music, and a kid's fun run. Food will be served to all athletes following the race. SMPAC will submit a food permit to the Farmington Valley Health District on behalf of the HMF as the race approaches. The post-race activities will conclude at 11:30 AM.</p> <p>There is a kid's fun run at 10:30 AM. Following the kid's race there will be kid friendly activities for entertainment.</p>

Ticketing Information
<p>Price: \$10 - \$85 registration fees Point of Sale: Online via HMF website and in person on race day **see website for specifics</p>

Parking	On-site parking closed to public
Advanced Preparation	No lining required
Management	N/A
On-site Parking Fee	N/A

Expected Attendance	**Figures are estimated and subject to change
Total Attendance Expected	2800 (2500 patrons / 300 staff, vols, vendors, etc)

Stage Requirements	
Lights	Basic stage lighting included with rental
Sound	Provided by Hartford Marathon Foundation
Production Setup	Audio on stage and at start/finish on Iron Horse

Vendor Information	
Merchandise Sales Vendors	HMF branded merch
Food Vendors	SMPAC Provided – N/A Location – N/A
	Other – HMF Provided: Boy Scout Troop 175 - Food Location – on field inside wall
Services/Activities	Location – on field inside wall

Public Restrooms				
Coordinated by	Hartford Marathon Foundation			
Units	Standard – 63 Sinks - 3 Accessible - 2 TOTAL - 68			
Location	# units	Type	location	placement notes
	45	DXR	rear of bandshell	26near barn, 20 near existing units
	1	DXR	Volunteer Tent	in rear of fenced in area of training tent
	2	ADA	rear of bandshell	1 in each line

Public Restrooms				
	4	DXR	Drake hill rd/ Riverside	on northwest corner of intersection
	1	DXR	E. Weatogue/ Heather Ln	just north of Heather on West side (flagged for placement)
	2	DXR	Terry's Plain/Riverside	South bound side (flagged for placement)
	2	DXR	Terry's Plain	across from Flower Farm (flagged for placement)
	2	DXR	Terry's Plain/Wintonbury	West side near guard rails (flagged for placement)
	1	DXR	Terry's Plain/Quarry rd	West side near brook and south of stop sign (flagged for placement)
	1	DXR	Quarry Rd	west side, 200' south of 315 (flagged for placement)
	1	DXR	Terry's Plain Rd	West side about 1000 ft. South of 315 (flagged for placement)
	1	DXR	Terry's Plain/Goodrich Rd	North side of Goodrich (flagged for placement)
	1	DXR	Greenway bicycle trail	south of intersection of 10 and 315 (flagged for placement)
	1	DXR	Iron Horse/Pent Rd.	east side of bicycle trail just north of Pent (flagged for placement)
	3	SS	Band shell area	one by each bank of portalets, one near food tents

USA Security	
Stage Security	N/A
Field Security	N/A
Overnight Security	N/A

Public Safety Services	
Police	11 per previous years requirement
Fire	Yes - see detailed notes below
EMS	Yes – see detailed notes below
DPW Trucks	3-4 trucks required in 2018 – SPD & SFD to advise for 2019
Notes	<ul style="list-style-type: none"> • (3) dedicated ALS ambulances (AMR) <ul style="list-style-type: none"> ○ (1) – Finish Line – positioned on grass median north of finish chute ○ (1) – Intersection of Terry's Plain Road & Quarry Road ○ (1) – Drake Hill Road at Old Bridge Road • (1) dedicated golf cart team (AMR) <ul style="list-style-type: none"> ○ Mobile along race route – special attention on Terry's Plain Road and Drake Hill Road • (1) dedicated Simsbury Fire Department gator team – special attention on Bike Path, Route 315 • (2) additional EMT Staffing (AMR) <ul style="list-style-type: none"> ○ Located in medical tent at finish line • Supervisor in unified command area (AMR)

Public Safety Services
• Incident Commander (Simsbury Fire)

Tents
10x10 Number: approx. 40 Sides: No

Iron Horse Marathon

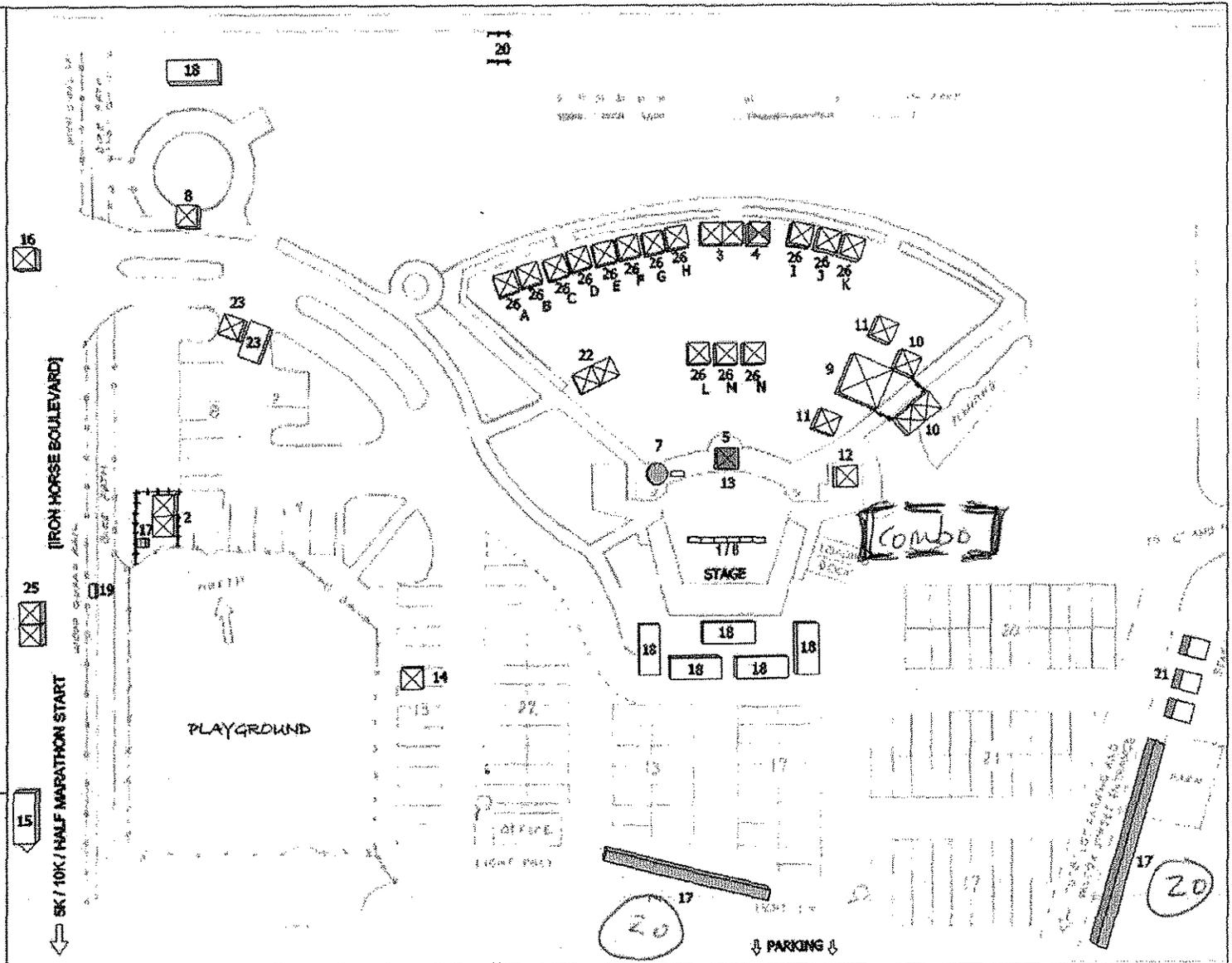
REQUIRED SIGN OFFS (in order required)

	Received Date:	Received By:	Approved By:	Action Date:
Culture Parks And Rec. Director				
Zoning Commission (As may be required by ZEO)				
Building Official				
Police Chief		T. Sheehan	<i>[Signature]</i>	11/15/18
Dir of Public Works				
Dir of Health FVHD				
Fire Marshal		K KOWALSKI	<i>[Signature]</i>	11/15/2018
Zoning Enforcement Officer				
Board of Selectmen				

LEGEND:

1. REGISTRATION / PACKET PICKUP
2. VOLUNTEERS
3. T-SHIRTS / KIDS RBG
4. MERCHANDISE
5. WYNN? / HMF CAM
6. RESULTS
7. PRE-POST RACE WATER
8. RACE INFORMATION
9. FOOD TENT
10. FOOD PREP TENT
11. CONDIMENT TENTS
12. BAGGAGE CHECK
13. AWARDS / DJ
14. ACHILLES
15. HMF TRAILER
16. COMMAND- 17. PORTALETTS
- 18. PERFORMING ARTS TRAILER
- 19. FINISH LINE WATER
- 20. KIDS RACE
- 21. DUMPSTERS
- 22. AMICA
- 23. MCDONALDS
- 24. RESERVED
- 25. MEDICAL
- 26. EXHIBITOR
 - A. SELECT PT
 - B. CTGI
 - C. SOVITA
 - D. SOUNDRUNNER
 - E. JCC
 - F. MASSAGE ENVY SPA
 - G. TRIMINO
 - H. WEARSAFE
 - I. TOTAL FITNESS
 - J. YMCA
 - K. HHCEN
 - L. POWERSTATION
 - M. BAKERY ON MAIN
 - N. RENEWAL BY ANDERSEN

**AMICA
IRON HORSE:
EVENT
LAYOUT**



Amica
AUTO HOME LIFE

IRON HORSE

Half Marathon • 10K • 5K

May, 2019

Dear Resident:

The Amica Iron Horse Half Marathon, 10K and 5K will be held on **Sunday, June 2, 2019** in Simsbury beginning at 7:30 a.m. We are again partnering with Boy Scout Troop 175 in Simsbury which receives a portion of the proceeds of the race. We invite you and your family to become involved as volunteers along the course or at a water station.

The race route includes:

- Iron Horse Blvd. (location of the start/finish and all festivities)
- Drake Hill Road
- Riverside Road
- East Weatogue St.
- Terry's Plain Road
- Tarrifville Rd. (Rte. 315)
- Quarry Road
- Goodrich Rd
- Ferry Lane
- And the paved bike path

Traffic delays on these streets are possible between the hours of 7:30 a.m. and 10:30 a.m. Iron Horse Blvd. will be closed during the race between 7:15 a.m. and 10:30 a.m. Maps of the race routes are available by going to www.hartfordmarathon.com and following the Events tab to the Amica Iron Horse Half Marathon, 10K & 5K tab and then the Course Information tab.

We ask that you seek alternative routes for your travels during this time if at all possible. If you must drive on the route, please use extreme caution as 2000+ athletes will be running on the roads. Police and volunteers will assist athletes and residents at intersections. If you have a particular need to access the affected roads during the race, please call our Technical Director: Josh Miller to make arrangements. He can be reached at (860) 652-8866 or by email: Josh@hartfordmarathon.com.

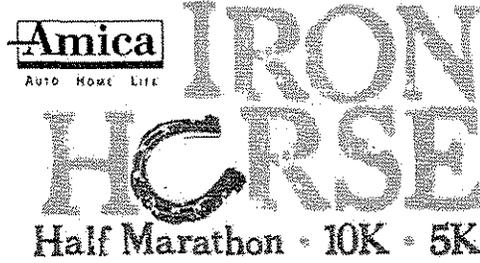
We hope you can join us as a participant or volunteer for the event. In any case, thank you in advance for your anticipated cooperation and support.

Best Regards,

Beth Shluger

Beth Shluger
Race Director





TRAFFIC IMPACTS

SUNDAY, JUNE 2ND, 2019

Iron Horse Boulevard 6:00 AM – the North bound lanes of Iron Horse Boulevard between Phelps Lane and entrance to the Performing Arts Center will close to allow set up of the finish line.

7:15 AM to 10:30 AM Iron Horse Boulevard will be closed for all three races.

Riverside Road 7:15 to 8:15 AM will be the greatest impact on traffic as all three races run south on Riverside Road towards East Weatogue Street. Riverside Road from Terry's Plain to Drake Hill will also be impacted as the 10K and Half Marathon finish from 8:15 to 10:30 AM

East Weatogue Street 7:15 to 8:15 AM will experience the greatest impact as all three races continue north from Riverside Road towards Terry's Plain Road.

Terry's Plain Road 7:15 to 10:30 AM with the greatest impact being from 8:00 am to 8:40 AM as the Half Marathon runners will be traveling north while the 10K runners will be traveling south. From 8:30 AM to 10:30 AM the Half Marathon will be making the second loop in the South bound lanes of Terry's Plain Road.

Goodrich Road and Ferry Lane 7:30 to 8:45 AM the 10K runners will be traveling in a counter clockwise rotation.

Quarry Road 7:50 to 8:50 AM Half Marathon runners going north from Terry's Plain Road towards Route 315.

Route 315 (Tarriffville Road) 8:10 to 9:00 AM as the Half Marathon runners use a portion of the East bound lane from Quarry Road and then turn left onto Terry's Plain Road. Then again from 8:30 AM till 9:30 AM as Half Marathon runners use a portion of the East bound lanes from Route 10 towards Terry's Plain Road and make a right turn onto Terry's Plain Road.

Please see the website maps of the Half Marathon, 10K and 5K for more information.

http://www.hartfordmarathon.com/Events/Amica_Iron_Horse_Half_Marathon_10K_5K.htm

Amica
AUTO HOME LIFE

IRON HORSE

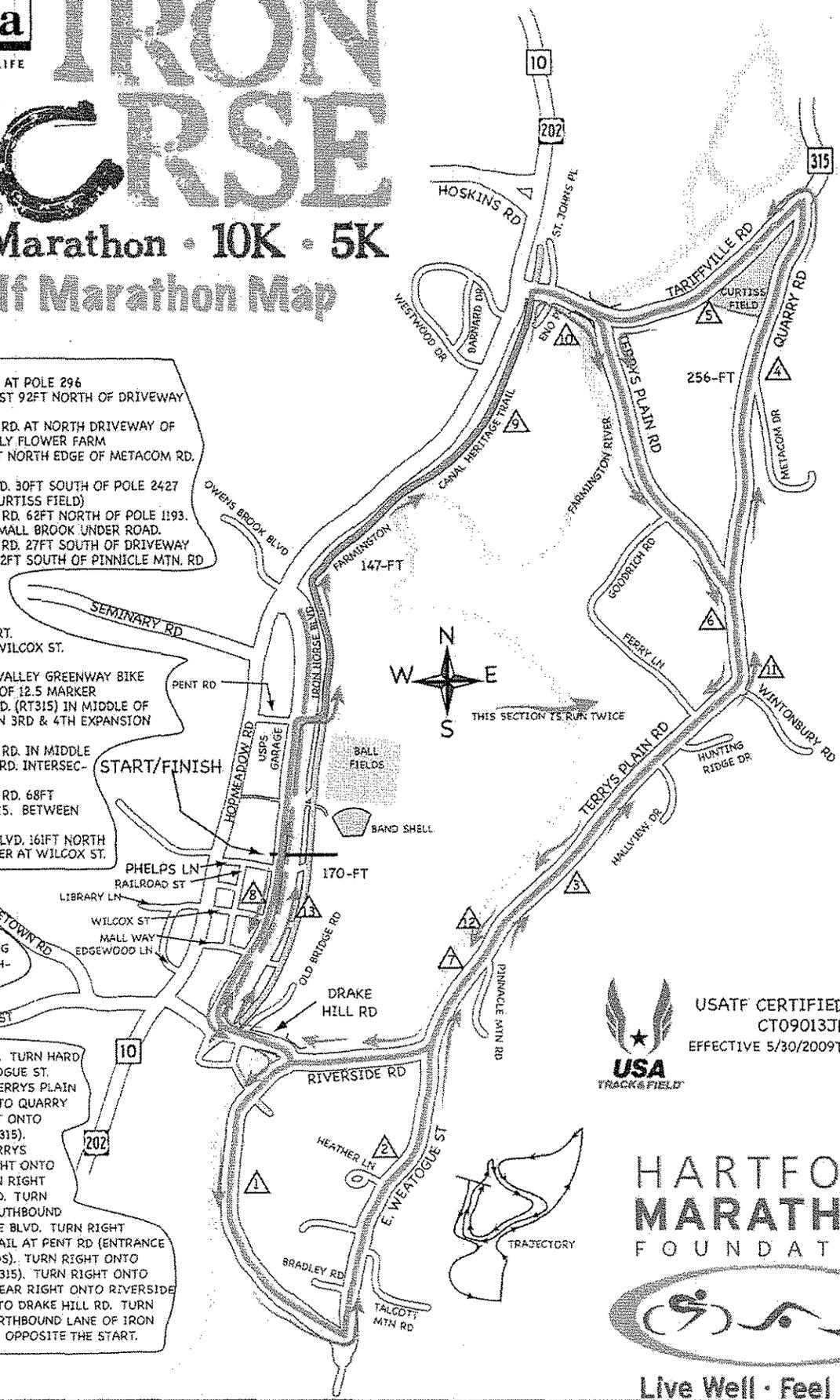
Half Marathon • 10K • 5K
Half Marathon Map

MILES

1. ON RIVERSIDE RD. AT POLE 296
2. ON E. WEATOGUE ST 92FT NORTH OF DRIVEWAY OF HOUSE #133
3. ON TERRY'S PLAIN RD. AT NORTH DRIVEWAY OF #64 RYAN'S FAMILY FLOWER FARM
4. ON QUARRY RD. AT NORTH EDGE OF METACOM RD. INTERSECTION
5. ON TARIFFVILLE RD. 30FT SOUTH OF POLE 2427 (SOUTH END OF CURTISS FIELD)
6. ON TERRY'S PLAIN RD. 62FT NORTH OF POLE #193. AT BRIDGE FOR SMALL BROOK UNDER ROAD.
7. ON TERRY'S PLAIN RD. 27FT SOUTH OF DRIVEWAY OF HOUSE #21. 62FT SOUTH OF PINNACLE MTN. RD INTERSECTION
8. ON IRON HORSE BLVD. AT SOUTH BASKET OF BASKETBALL COURT. 165FT SOUTH OF WILCOX ST. INTERSECTION
9. ON FARMINGTON VALLEY GREENWAY BIKE PATH 5FT. NORTH OF 12.5 MARKER
10. ON TARIFFVILLE RD. (RT315) IN MIDDLE OF BRIDGE, BETWEEN 3RD & 4TH EXPANSION JOINTS
11. ON TERRY'S PLAIN RD. IN MIDDLE OF WINTONBURY RD. INTERSECTION
12. ON TERRY'S PLAIN RD. 68FT SOUTH OF POLE #115. BETWEEN POLES #115 & #110
13. ON IRON HORSE BLVD. 161FT NORTH OF CENTER DIVIDER AT WILCOX ST.

THE ROUTE

START ON IRON HORSE BLVD. HEADING SOUTH IN THE SOUTHBOUND LANE. TURN LEFT ONTO DRAKE HILL RD. TURN RIGHT ONTO RIVERSIDE RD. TURN HARD LEFT ONTO E. WEATOGUE ST. BEAR RIGHT ONTO TERRY'S PLAIN RD. BEAR RIGHT ONTO QUARRY RD. TURN HARD LEFT ONTO TARIFFVILLE RD (RT-315). TURN LEFT ONTO TERRY'S PLAIN RD. BEAR RIGHT ONTO RIVERSIDE RD. TURN RIGHT ONTO DRAKE HILL RD. TURN RIGHT ONTO THE SOUTHBOUND LANE OF IRON HORSE BLVD. TURN RIGHT ONTO GREENWAY TRAIL AT PENT RD (ENTRANCE PAST THE BALL FIELDS). TURN RIGHT ONTO TARIFFVILLE RD (RT-315). TURN RIGHT ONTO TERRY'S PLAIN RD. BEAR RIGHT ONTO RIVERSIDE RD. TURN RIGHT ONTO DRAKE HILL RD. TURN RIGHT ONTO THE NORTHBOUND LANE OF IRON HORSE BLVD. FINISH OPPOSITE THE START.



USATF CERTIFIED COURSE
CT09013JHP
EFFECTIVE 5/30/2009 TO 12/31/2019

HARTFORD MARATHON FOUNDATION



Live Well • Feel Good

Amica
AUTO HOME LIFE

IRON HORSE

Half Marathon • 10K • 5K

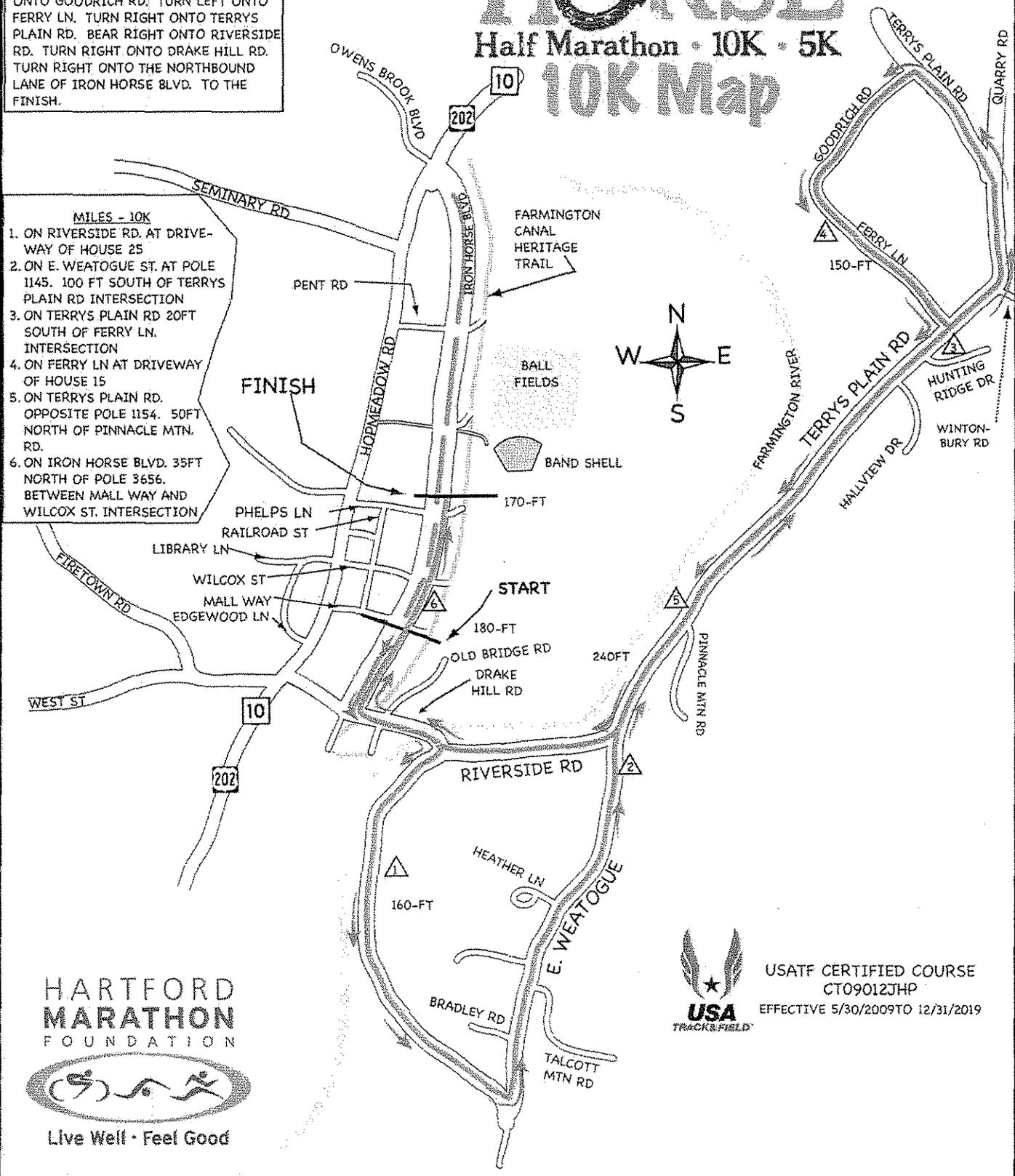
10K Map

THE ROUTE

START ON IRON HORSE BLVD. HEADING SOUTH IN THE NORTHBOUND LANE. TURN LEFT ONTO DRAKE HILL RD. TURN RIGHT ONTO RIVERSIDE RD. TURN HARD LEFT ONTO E. WEATOGUE ST. BEAR RIGHT ONTO TERRY'S PLAIN RD. TURN LEFT ONTO GOODRICH RD. TURN LEFT ONTO FERRY LN. TURN RIGHT ONTO TERRY'S PLAIN RD. BEAR RIGHT ONTO RIVERSIDE RD. TURN RIGHT ONTO DRAKE HILL RD. TURN RIGHT ONTO THE NORTHBOUND LANE OF IRON HORSE BLVD. TO THE FINISH.

MILES - 10K

1. ON RIVERSIDE RD. AT DRIVEWAY OF HOUSE 25
2. ON E. WEATOGUE ST. AT POLE 1145. 100 FT SOUTH OF TERRY'S PLAIN RD INTERSECTION
3. ON TERRY'S PLAIN RD 20FT SOUTH OF FERRY LN. INTERSECTION
4. ON FERRY LN AT DRIVEWAY OF HOUSE 15
5. ON TERRY'S PLAIN RD. OPPOSITE POLE 1154. 50FT NORTH OF PINNACLE MTN. RD.
6. ON IRON HORSE BLVD. 35FT NORTH OF POLE 3656. BETWEEN MALL WAY AND WILCOX ST. INTERSECTION



HARTFORD MARATHON FOUNDATION



Live Well • Feel Good

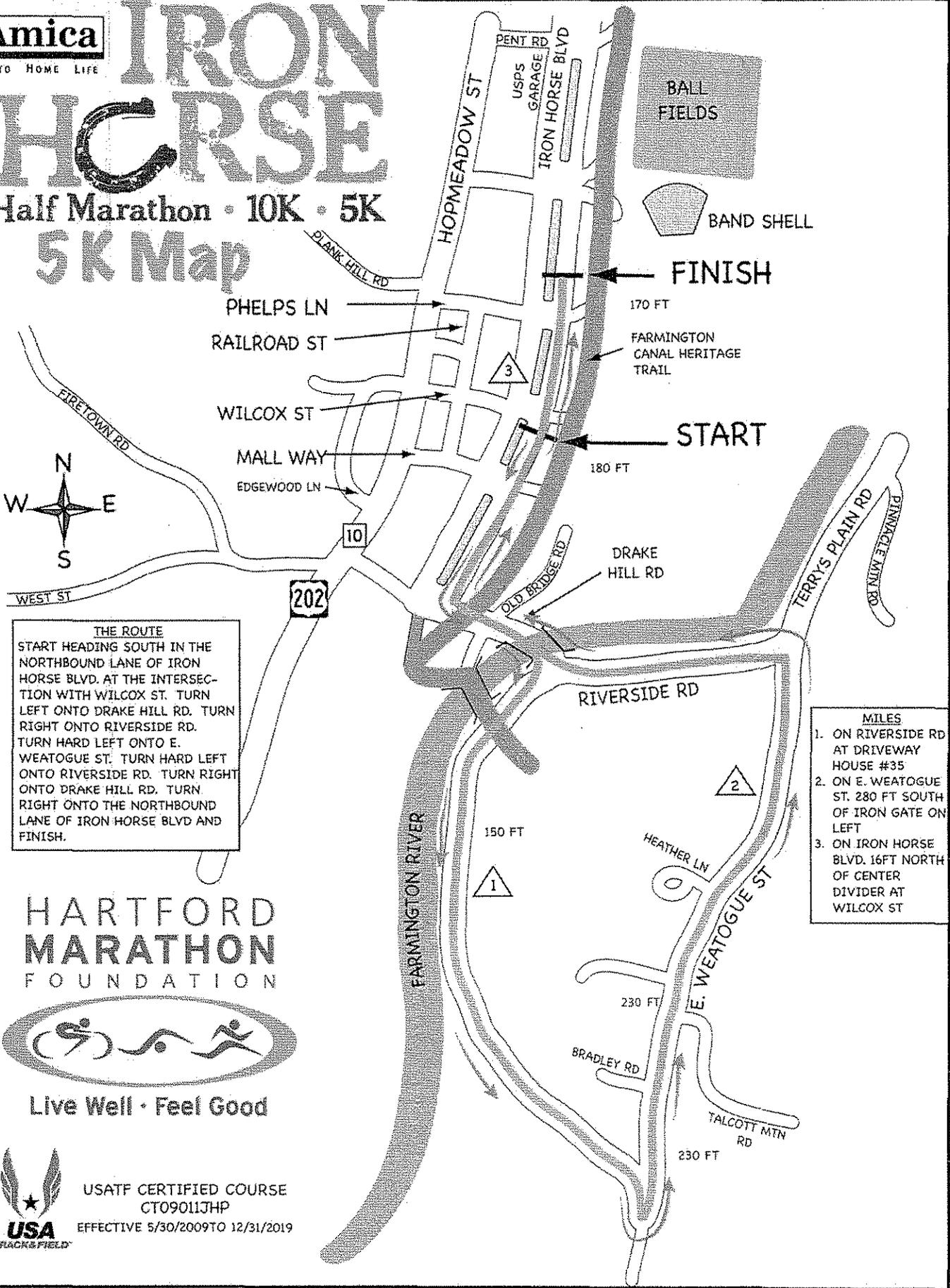


USATF CERTIFIED COURSE
CT09012JHP
EFFECTIVE 5/30/2009 TO 12/31/2019

Amica
AUTO HOME LIFE

IRON HORSE

Half Marathon • 10K • 5K
5K Map



THE ROUTE
START HEADING SOUTH IN THE NORTHBOUND LANE OF IRON HORSE BLVD. AT THE INTERSECTION WITH WILCOX ST. TURN LEFT ONTO DRAKE HILL RD. TURN RIGHT ONTO RIVERSIDE RD. TURN HARD LEFT ONTO E. WEATOGUE ST. TURN HARD LEFT ONTO RIVERSIDE RD. TURN RIGHT ONTO DRAKE HILL RD. TURN RIGHT ONTO THE NORTHBOUND LANE OF IRON HORSE BLVD AND FINISH.

- MILES**
1. ON RIVERSIDE RD AT DRIVEWAY HOUSE #35
 2. ON E. WEATOGUE ST. 280 FT SOUTH OF IRON GATE ON LEFT
 3. ON IRON HORSE BLVD. 16FT NORTH OF CENTER DIVIDER AT WILCOX ST

HARTFORD MARATHON FOUNDATION



Live Well • Feel Good

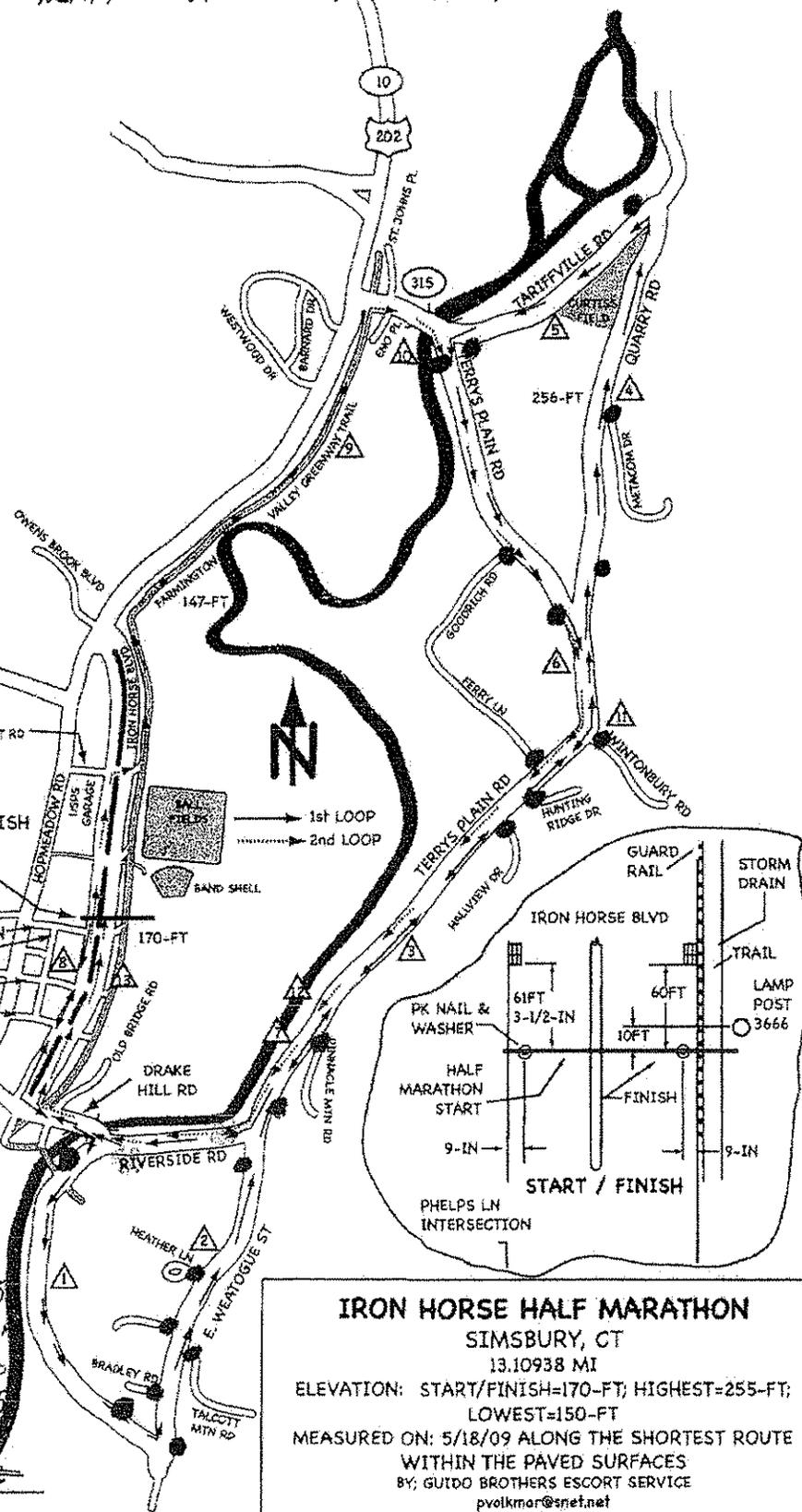


USATF CERTIFIED COURSE
CT09011JHP
EFFECTIVE 5/30/2009 TO 12/31/2019

SIGNAGE

TRAFFIC ADVISORY SIGD PLAN

- MILES
- ON RIVERSIDE RD. AT POLE 296
 - ON E. WEATOGUE ST 92FT NORTH OF DRIVEWAY OF HOUSE #133
 - ON TERRY'S PLAIN RD. AT NORTH DRIVEWAY OF #64 RYAN'S FAMILY FLOWER FARM
 - ON QUARRY RD. AT NORTH EDGE OF METACOM RD. INTERSECTION
 - ON TARIFFVILLE RD. 30FT SOUTH OF POLE 2427 (SOUTH END OF CURTISS FIELD)
 - ON TERRY'S PLAIN RD. 62FT NORTH OF POLE 1193. AT BRIDGE FOR SMALL BROOK UNDER ROAD.
 - ON TERRY'S PLAIN RD. 27FT SOUTH OF DRIVEWAY OF HOUSE #21. 62FT SOUTH OF PINNACLE MTN. RD INTERSECTION
 - ON IRON HORSE BLVD. AT SOUTH BASKET OF BASKETBALL COURT. 165FT SOUTH OF WILCOX ST. INTERSECTION
 - ON FARMINGTON VALLEY GREENWAY BIKE PATH 5FT NORTH OF 12.5 MARKER
 - ON TARIFFVILLE RD. (RT-315) IN MIDDLE OF BRIDGE. BETWEEN 3RD & 4TH EXPANSION JOINTS
 - ON TERRY'S PLAIN RD. IN MIDDLE OF WINTONBURY RD. INTERSECTION
 - ON TERRY'S PLAIN RD. 68FT SOUTH OF POLE 115. BETWEEN POLES 115 & 1150
 - ON IRON HORSE BLVD. 161FT NORTH OF CENTER DIVIDER AT WILCOX ST.



- E. WEATOGUE ST 7:30-8:30
Closed signs
- QUARRY RD SIGNS 7:20-8:45
- Riverside North signs 7:20-11:45
- Riverside South signs 7:20-8:30
- TERRY'S PLAIN SIGNS 7:20-10:45
- TARIFFVILLE RD SIGNS



16 Southwood Road
Bloomfield, CT 06002
P-860.726.9700 F-860.726.9709



CUSTOMER: Hartford Marathon

JOB #: 34901

SIZE: 24" wide x 18" high

MATERIAL: 4 mm Corex

QUANTITY: see below

FINISHING: Trim to size, laminate

NOTES:

Please check the dimensions, quantities, type and materials.

Please note: All materials are printed using four-color process and we will match the PMS colors given as best as we can.

Reply via email (prepress@xl-color.com)

or fax clearly stating APPROVED, APPROVED WITH THE FOLLOWING CHANGES*, or NOT APPROVED.

Production will commence only upon approval.

**HEAVY RUNNER
TRAFFIC**
7:20 AM - 8:30 AM
**USE CAUTION
EXPECT DELAYS**
WWW.HARTFORDMARATHON.COM

QTY: 2 single-sided

**HEAVY RUNNER
TRAFFIC**
7:20 AM - 8:30 AM
**USE CAUTION
EXPECT DELAYS**
WWW.HARTFORDMARATHON.COM

QTY: 6 single-sided

**HEAVY RUNNER
TRAFFIC**
7:20 AM - 11:00 AM
**USE CAUTION
EXPECT DELAYS**
WWW.HARTFORDMARATHON.COM

QTY: 2 single-sided

**HEAVY RUNNER
TRAFFIC**
7:20 AM - 8:45 AM
**USE CAUTION
EXPECT DELAYS**
WWW.HARTFORDMARATHON.COM

QTY: 2 single-sided

**HEAVY RUNNER
TRAFFIC**
7:20 AM - 10:45 AM
**USE CAUTION
EXPECT DELAYS**
WWW.HARTFORDMARATHON.COM

QTY: 9 single-sided



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Office of Community Planning and Development

MEMO

TO: Public Gathering/BOS- Iron Horse Marathon
From: Robin Newton, Code Compliance Officer
Date: November 28, 2018
RE: Approval Conditions

ZONING APPROVAL CONDITIONS

1. Any vendors involved in food preparation/selling shall check with the Farmington Valley Health District as to any permit requirements. Temporary Food Vendor permits **shall** be submitted to the FVHD at least 2 weeks in advance. Failure to submit the vendor applications with a minimum two weeks for review will result in permits not being granted.
2. A current Certificate of Insurance naming the Town of Simsbury as an additional insured is required **30 days** in advance.
3. No roadway markings or custom signage is allowed unless authorized by the Department of Public Works.
4. A Certificate of Insurance naming the town of Simsbury as an additional insured shall be provided by the Boy Scouts for the sleepover on the band shell.

Telephone (860) 658-3245
Facsimile (860) 658-3206

An Equal Opportunity Employer
www.simsbury-ct.gov

8:30 – 7:00 Monday
8:30 – 4:30 Tuesday through Thursday
8:30 – 1:00 Friday



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Public Gathering Permit - Beach Boys Charity Concert
2. **Date of Board Meeting:** December 17, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Robin Newton, Code Compliance Officer
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports approving the public gathering permit application as presented, the following motion is in order:

Move, effective December 17, 2018 to approve the public gathering application for the Beach Boys Charity Concert as presented and to authorize the issuance of the public gathering permit.
5. **Summary of Submission:**
On November 15, 2018 the Public Gathering Committee met with the applicant for the Beach Boys Charity Concert Event, Missy DiNunno and event organizers. Farmington Valley Health District was the only committee member not in attendance. This event will feature a charity concert to benefit the Boys and Girls Club. There will also be a post-concert fireworks display. This event is scheduled for August 17, 2019.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Application and Maps Presented to the Public Gathering Committee
 - b) Approval Conditions from the Code Compliance Officer



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

PUBLIC GATHERING PERMIT APPLICATION

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

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

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

Applicant's Name: Missy DiNunno

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

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

Event Location: Simsbury Meadows Performing Arts Center

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

Exact Time(s)/Date Begin: 8:00 AM 8/17/19 End: 1:00 AM 8/18/19

Number of people expected to be present for the event (incl. staff, volunteers, attendees): 6000

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

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

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

EVENT INFO

Description of Event: Charity benefit concert featuring The Beach Boys
with possible guest appearance by the Hartford Symphony.

2 hour concert with post-show fireworks.

Please indicate whether you will be bringing:

Additional trash and recycling receptacles: YES NO NUMBER: 19T, 19R

- You are responsible for proper collection and removal of all waste generated by your event.

Portable toilets: YES NO NUMBER: 65 units

- If yes, please show locations on attached site plan.

Tent: YES NO SIZE: see attached
OPEN SIDES ENCLOSED

- Tents must be in compliance with State of Connecticut tent regulations. The Town of Simsbury's Building Official or Fire Marshal can advise on tent requirements.

Lighting and/or sound equipment: YES NO

- If yes, please attach a list of the equipment you plan to use along with a stage plot with locations for the equipment.
- Lighting must meet the requirements of the Town of Simsbury Fire Marshal.

Does your event require electrical access? YES NO

- If so, a plan for electrical access will need to be reviewed with the Town of Simsbury Building Official or Fire Marshal.

Will food be sold or given away at your event? YES NO

- If food is to be served, whether prepared on- or off-site, you must obtain a Temporary Food Permit from the Farmington Valley Health District (www.fvhd.org).

Will alcohol be served at your event? YES NO

- If alcohol is to be served, you must obtain all pertinent State permits and abide by all Town and State laws and regulations. An additional list of policies applies if alcohol is to be served.

Will road closure(s) be necessary? YES NO

- Details of proposed traffic circulation and closings must be presented to the Chief of Police prior to his signing of the PCGP application. If State roads are proposed for closing, a permit from the CT DOT may be necessary.

PLANNING & ZONING DEPARTMENT

933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3245

Alcohol

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

Signage

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

Attachments:

Site Map

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

FARMINGTON VALLEY HEALTH DISTRICT

95 RIVER ROAD, CANTON, CT 06019

www.fvhd.org

860-352-2333

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

Has a Temporary Food Permit been secured? YES NO

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

BUILDING DEPARTMENT

933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3234

Tent:

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

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

Does your event require electrical access? YES NO

- Will you be utilizing portable generators? YES NO

FIRE MARSHAL

871 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-1973

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

860-658-3222

Will barricades/signage be required:

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

Are DPW trucks required for use as barricades? YES NO

QUANTITY: 0

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

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

Please note:

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

POLICE DEPARTMENT
933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3100

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

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

Town of Simsbury hosted artist at PAC in 2005, playing this week at
Ryman Auditorium in Nashville, TN

Will on-site private security be provided? YES NO NUMBER: 30+

Will on-site emergency medical services be provided? YES NO NUMBER: 15 vols.

- Where will they be located? Aetna ambulance parked in driveway west side of band shell, first aid tent on field

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

860-658-7213

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

Will the attendance be equal to or greater than 5000? YES NO NUMBER: 6000

Attendance will be:
STAGGERED OVER COURSE OF EVENT AT A SPECIFIC TIME TIME: 7:00p

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

860-658-3836

Are you serving food? YES NO
• *If so, trash recycling barrels are required at Permittee's expense*

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

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

Will athletic field lighting be necessary? YES NO

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

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

• ATTENDANCE: 6000 / 50 = let's discuss PORTABLE TOILETS REQUIRED

**Public Gathering Permit
Required Declaration**

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

Applicant's Name (Printed): Missy DiNunno

Applicant's Signature: 

Date Signed: 11/14/18

Beach Boys

REQUIRED SIGN OFFS (in order required)

	Received Date:	Received By:	Approved By:	Action Date:
Culture Parks And Rec. Director				
Zoning Commission (As may be required by ZEO)				
Building Official				
Police Chief		T. Sheehan	AA/AM	11/15/18
Dir of Public Works				
Dir of Health FVHD				
Fire Marshal		K KOWALSKI	KL -	11/15/2018
Zoning Enforcement Officer				
Board of Selectmen				

EVENT SUMMARY

Great Vibrations – The Beach Boys Live in Concert

Saturday, August 17, 2019

(Rain Date: N/A)

Public Gathering Permit Application Submitted: 11-14-18

CONTACT INFORMATION:	
Organization	Trantolo & Trantolo Event website: TBD
Event Contact	<p>Scott Trantolo – licensee w/ SMPAC 50 Russ Street Hartford, CT 06106</p> <p>Main: 860-999-9999 Cell: 860-966-6886 Email: ScottT@trantololaw.com</p> <p>Norman LeBlanc – Trantolo Events Coordinator Same address as above</p> <p>Main: 860-999-9999 Cell: 860-830-1256 Email: NormL@trantololaw.com</p> <p>Jay Sloves – Elkinson & Sloves Advertising and Marketing 11 Talcott Notch Road Farmington, CT 06032</p> <p>Main: 860-674-9902 Cell: 860-930-7750 Email: jay@elkinsonloves.com</p>
SMPAC Contact	<p>Missy DiNunno, Executive Director</p> <p>Office: 860-651-4052 Cell: 203-305-1847</p>

TIMELINE:

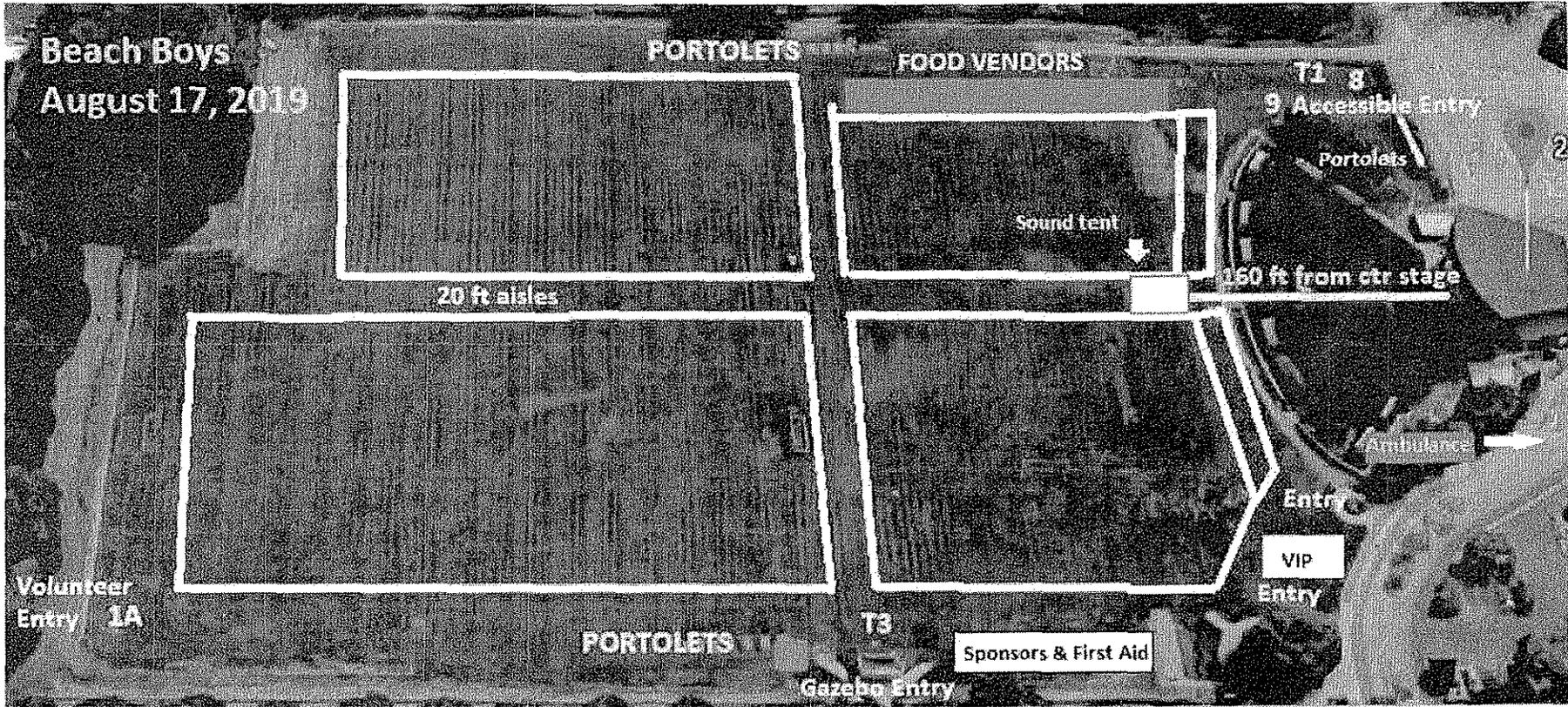
Saturday, August 17, 2019		
8:00 AM	Load-in	SMPAC Stage / Field
Mid-day TBD	Sound check / rehearsal	SMPAC Stage
5:30 PM	Gates Open to Public	SMPAC Site
7:00 PM or 7:30 PM	Beach Boys (no intermission)	SMPAC Stage
9:00 PM or 9:30 PM	Post-Concert Fireworks	Plan A Simscroft, Plan B Helen's Way field launch site
9:45 PM – 1:00 AM	Load-out	SMPAC Stage / Field

Public Restrooms				
	3	ADA	Rear field	1 west and 2 east
	12	SS	Southeast entrance and Rear Field	5 Southeast entrance, 3 west, 4 east

USA Security	
Stage Security	Yes (4 - 6)
Field Security	Yes (25+ - includes parking areas)
Overnight Security	N/A

Public Safety Services	
Police	Per SPD for concerts
Fire	1 IC, 2 officers, 4 FF per Fireworks display requirements
EMS	Yes - see detailed notes below
DPW Trucks	N/A - Fire to provide water barricades for Iron Horse
Notes	<ul style="list-style-type: none"> • Aetna Ambulance • Certified Ski Sundown Patrol First Aid Responders (approx. 15-20) stationed at FA Tent and throughout field

Tents		
10x10	Number: approx. 7-10	Sides: No
12x12	Number: 1	Sides: No
9x20	Number: 1-2	Sides: No
20x20	Number: 2	Sides: No
30x30	Number: 1	Sides: No
<i>** subject to change as date gets closer</i>		



167

FIRETOWN RD.

PLANK HILL RD

HENRY JAMES MEMORIAL SCHOOL

LIBRARY LN

SHUTTLE TO HENRY JAMES SCHOOL

SCOUT HALL

DIRAKE HILL RD

HOPMEADOW ST

JIM GALLAGHER WAY

10

IRON HORSE BLVD

IRON HORSE LOTS

2

WILCOX ST

RAILROAD ST

3

ENO MEMORIAL

202

TOWN OFFICES

HOPMEADOW

IRON HORSE BLVD

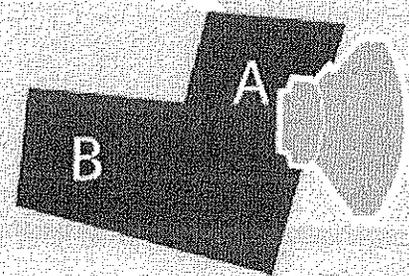
PENT RD

IRON HORSE BLVD

PRIVATE BUSINESS NO CONCERT PARKING

SIMSBURY PUBLIC PARKING

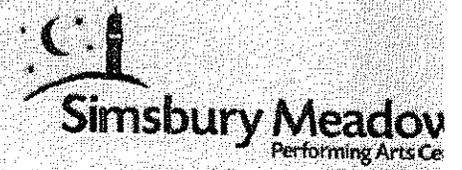
PERFORMANCE CENTER OFFICIAL PARKING

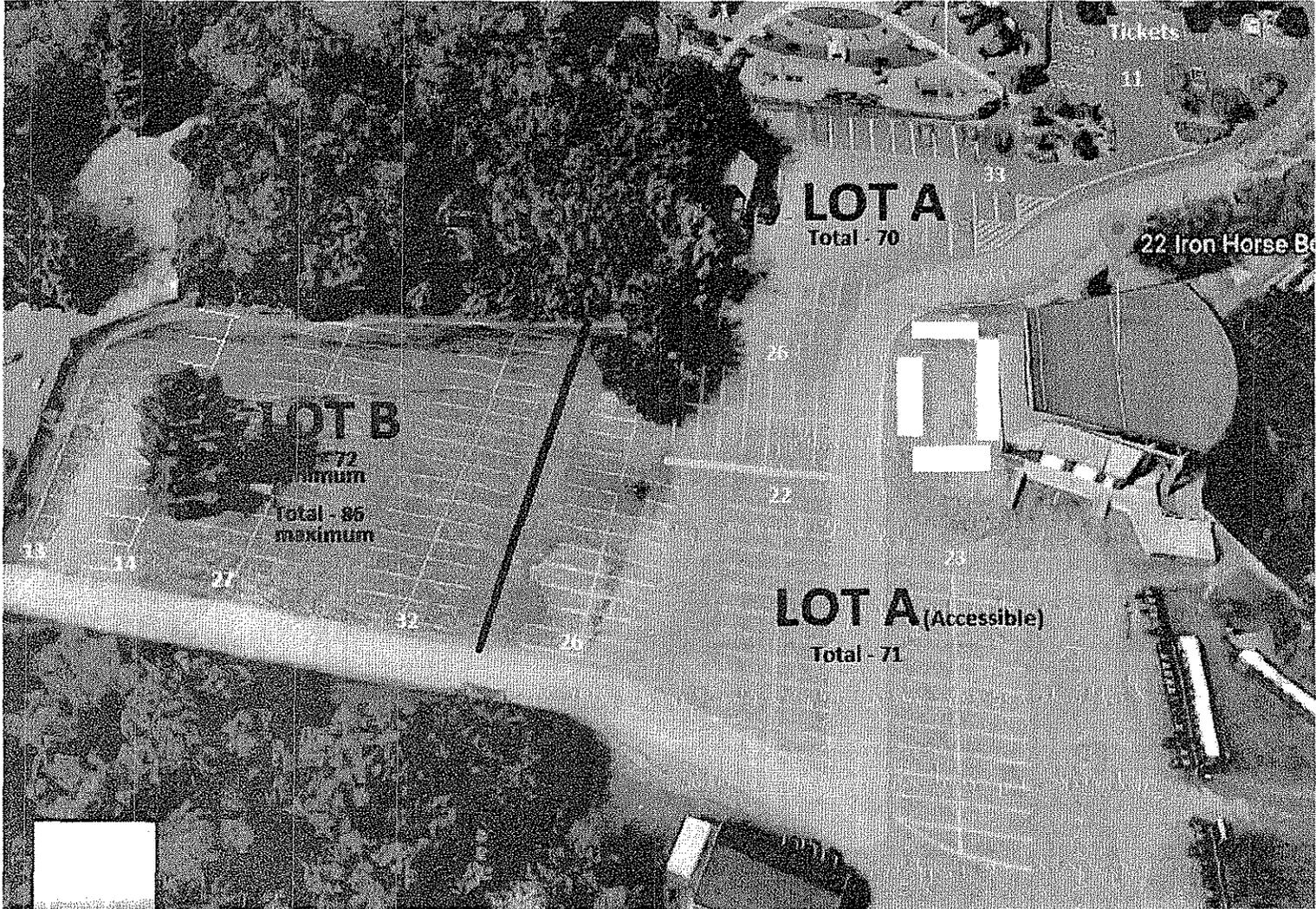


SIMSBURY MEADOWS PERFORMING ARTS CENTER

Please respect our local businesses and park in designated areas.

*MAP NOT TO SCALE









Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Office of Community Planning and Development

MEMO

TO: Public Gathering/BOS- Beach Boys Charity Concert
From: Robin Newton, Code Compliance Officer
Date: November 28, 2018
RE: Approval Conditions

ZONING APPROVAL CONDITIONS

1. Any vendors involved in food preparation/selling shall check with the Farmington Valley Health District as to any permit requirements. Temporary Food Vendor permits **shall** be submitted to the FVHD at least 2 weeks in advance. Failure to submit the vendor applications with a minimum two weeks for review will result in permits not being granted.
2. A current Certificate of Insurance naming the Town of Simsbury as an additional insured is required 30 days in advance.

Telephone (860) 658-3245
Facsimile (860) 658-3206

An Equal Opportunity Employer
www.simsbury-ct.gov

8:30 – 7:00 Monday
8:30 – 4:30 Tuesday through Thursday
8:30 – 1:00 Friday



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed 2019 Simsbury Farms Golf Course Fee Schedule

2. **Date of Board Meeting:** December 17, 2018

3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Tom Tyburski, Director of Culture, Parks and Recreation *Maria E. Capriola*

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectman is in concurrence with the recommendation of the Culture, Parks and Recreation Commission and supports the proposed 2019 Simsbury Farms Golf Course fee schedule as presented, the following motion is in order:

Move, effective December 17, 2018 to approve the 2019 fee schedule for the Simsbury Farms Golf Course as presented.

5. **Summary of Submission:**
Staff has proposed moving to a "one rate" system that is becoming popular with municipal golf courses. The "one rate" system eliminates the resident and non-resident daily fee schedules and everyone plays at the same daily rate. Hunter Golf Club in Meriden is currently using this system, West Hartford town government will soon be voting on Rockledge Golf Course's "one rate" proposal, and Stanley Golf Course in New Britain is also considering this pricing structure. All private courses use this fee structure. The "one rate" system improves the customer service experience in the pro shop as guests won't be asked their residency status and the daily rates will be clearer for everyone who comes to the course or books a tee time online. As proposed under this fee structure, for 2019 there would be a modest increase to the resident daily rate.

However, the 2019 fee schedule does provide for different rates for resident and non-resident season passes, with the resident rate season pass being a lower cost than the non-resident rate season pass. There is no proposed increase to the resident season pass rate.

Due to the financial challenges of the special revenue fund, staff has been identifying potential creative solutions to increase revenue to the Fund. From time-to-time the Culture, Parks and Recreation Department will run promotions. Simsbury Golf Course promotions have been done at the administrative level but we would like the Board to be aware of our efforts to increase golf course revenues. Staff plans to pilot a promotion in which recreation departments in neighboring communities could sell Simsbury Farms Golf Course season passes at resident rates through their Recreation Department

offices. This would draw additional golfers to Simsbury Farms at the season pass rates which helps insulate golf course revenues from extended periods of unfavorable weather, such as we experienced in 2018.

The 2019 fee schedule and suggested season pass promotion were endorsed unanimously by the Culture, Parks and Recreation Commission at their December 6, 2018 meeting.

6. Financial Impact:

Based on the average of the last three years of play, the 2019 “One Rate” fee schedule and other fee changes are projected to generate an estimated additional \$49,078 in revenue for the golf course.

7. Description of Documents Included with Submission:

- a) Proposed 2019 Simsbury Farms Golf Course Fee Schedule

SIMSBURY FARMS GOLF COURSE ANNUAL FEE SCHEDULE									
DAILY GREENS FEES	2015		2016	2017	2018	2019	2019	2019	2019
RESIDENT		w/surcharge			BOS Approved	New Staff Proposed Surcharge	Staff One Rate Proposal (includes surcharge)	Amount Of Fee Increase	Increased Revenue Projection
18 hole weekdays	\$ 30.00	\$ 32.00	\$ 32.00	\$ 32.00	\$ 34.00	\$ 3.00	\$ 40.00	\$ 6.00	\$1,784
9 hole weekdays	\$ 18.00	\$ 19.00	\$ 19.00	\$ 19.00	\$ 20.00	\$ 1.50	\$ 22.00	\$ 2.00	\$5,314
18 hole weekends	\$ 32.00	\$ 34.00	\$ 34.00	\$ 34.00	\$ 35.00	\$ 3.00	\$ 42.00	\$ 7.00	\$14,741
9 hole weekends	\$ 19.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 21.00	\$ 1.50	\$ 24.00	\$ 3.00	\$5,764
jr./sr. 18 hole weekdays	\$ 22.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 26.00	\$ 3.00	\$ 30.00	\$ 4.00	\$2,160
jr./sr. 9 hole weekdays	\$ 14.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 16.00	\$ 1.50	\$ 19.00	\$ 3.00	\$11,366
NEW - 6 holes Fri. p.m.					\$ 10.00	\$ 1.00	\$ 12.00	\$ 2.00	Discontinued
								Est. new revenue	\$41,129
NON-RESIDENT									
18 hole weekdays	\$ 37.00	\$ 39.00	\$ 39.00	\$ 39.00	\$ 42.00				
9 hole weekdays	\$ 23.00	\$ 24.00	\$ 24.00	\$ 24.00	\$ 25.00				
18 hole weekends	\$ 40.00	\$ 42.00	\$ 42.00	\$ 42.00	\$ 44.00				
9 hole weekends	\$ 24.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 27.00				
Sr. - 18 hole weekdays	\$ 28.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 32.00				
Sr. - 9 hole weekdays	\$ 18.00	\$ 19.00	\$ 19.00	\$ 19.00	\$ 20.00				
Active Military	20.00/10.00	22.00/11.00	22.00/11.00	22.00/11.00	1/2 price	2.00/3.00	\$24.00/\$12.00	\$2.00/\$1.00	\$ 128
Weekday Special	\$ 42.00	\$ 44.00	\$ 45.00	\$ 46.00	\$ 48.00	\$ 3.00	\$ 50.00	\$ 2.00	\$ 2,477
Senior Special	\$ 37.00	\$ 39.00	\$ 40.00	\$ 40.00	\$ 42.00	\$ 3.00	\$ 45.00	\$ 3.00	\$ 1,190
Twilight Special (wkday after 6)	\$ 13.00	\$ 14.00	\$ 14.00	\$ 14.00	\$ 15.00	\$ 2.00	\$ 15.00	\$ -	\$ -
Weekend Special - after 1:00			\$ 47.00	\$ 48.00	\$ 50.00	\$ 3.00	\$ 53.00	\$ 3.00	\$ 3,554
Junior Weekend Rate (after 12)						\$3/\$1.50	\$32/\$19	\$ -	\$ -
								Est. new revenue	\$ 7,349
SEASON PASSES					2018 Rate inc. surcharge	Current Surcharge			
Adult - unlimited	\$ 1,130.00	\$ 1,230.00	\$ 1,230.00	\$ 1,230.00	\$ 1,280.00	\$ 100.00	\$ 1,280.00	\$ -	
Adult - limited					\$ 825.00	\$ 50.00	\$ 825.00	\$ -	
Senior Citizen - Limited	\$ 600.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ 750.00	\$ 50.00	\$ 750.00	\$ -	
Senior Citizen - Unlimited	\$ 1,020.00	\$ 1,120.00	\$ 1,120.00	\$ 1,120.00	\$ 1,200.00	\$ 100.00	\$ 1,200.00	\$ -	
Junior	\$ 400.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 50.00	\$ 450.00	\$ -	
Junior - 10 week	\$ 220.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 50.00	\$ 250.00	\$ -	
Junior - Non-res. 10 week			\$ 300.00	\$ 300.00	\$ 350.00	\$ 50.00			
Junior - Non-resident	\$ 450.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 50.00			
Adult - Non-resident	\$ 1,415.00	\$ 1,515.00	\$ 1,515.00	\$ 1,515.00	\$ 1,700.00	\$ 100.00	\$ 1,650.00	-\$ 50.00	\$ 150.00



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Tax Abatement and Fee Waivers, 690 Hopmeadow Street
2. **Date of Board Meeting:** December 17, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
Should the Board of Selectmen support granting a tax abatement and waiver of requested fees, the Board has many options for action. Sample options include:
 - A. *Option A:* Approve the 10 year abatement at the percentages listed below under the financial impact section, with an abatement cap of \$470,000 (staff's revised estimate). Approve the request to waive noted fees at 50%.
 - B. *Option B:* Approve the 10 year abatement at the percentages listed below under the financial impact section, with an abatement cap of \$575,000 (property owner's revised request). Approve the request to waive noted fees at 50%.
 - C. *Option C:* Approve the 10 year abatement at the percentages listed below under the financial impact section, with an abatement cap to fall between \$470,000 and \$575,000. The range could be divided evenly into thirds, so that two additional options for the cap are \$505,000 and \$540,000. Approve the request to waive noted fees at 50%.

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

Move effective, December 17, 2018 to approve the requested 10 year tax abatement at the percentages presented below, with a maximum total abatement cap of \$470,000. Further move to waive 50% of the cost of the construction, HVAC equipment, plumbing, electrical, fire sprinkler, and demolition permit fees incurred by the property owners. Further move to authorize the Town Manager and Town Attorney to negotiate an agreement reflective of this resolution.

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

Move effective, December 17, 2018 to approve the requested 10 year tax abatement at the percentages presented below, with a maximum total abatement cap of \$575,000. Further move to waive 50% of the cost of the construction, HVAC equipment, plumbing, electrical, fire sprinkler, and demolition permit fees incurred by the property owners. Further move to authorize the Town Manager and Town Attorney to negotiate an agreement reflective of this resolution.

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

Move effective, December 17, 2018 to approve the requested 10 year tax abatement at the percentages presented below, with a maximum total abatement cap of \$XX. Further move to waive 50% of the cost of the construction, HVAC equipment, plumbing, electrical, fire sprinkler, and demolition permit fees incurred by the property owners. Further move to authorize the Town Manager and Town Attorney to negotiate an agreement reflective of this resolution.

5. Summary of Submission:

On September 24, 2018 the Town received an application for business development assistance for the property located at 690 Hopmeadow Street. The application requested a 10 year tax abatement from Grand List Year 2020 through Grand List Year 2029, a waiver of the sewer hookup charge, and the waiver of 6 permit fees related to construction and building.

As discussed at your November 26, 2018 meeting, the plan for 690 Hopmeadow Street calls for the renovation of the existing Ensign Mansion and Annex. The first floor of the Annex and Mansion will be converted into a 7,000 sq ft restaurant and approximately 1,400 sq ft of office space. The second and third floors of the mansion will be converted into 5 residential apartments. Staff reports indicated that the applicant's requests were consistent with criteria outlined in the existing Business Development Incentive Policy.

At their November 19, 2018 meeting, the Business Development Incentive Committee unanimously supported and forwarded favorable recommendations to the Board of Selectmen for a 10 year reduction in taxes per the schedule presented below, and authorized the waiver of 50% of all requested construction and permit fees. Although the Committee supported the fee waiver for sewer hookup, the applicant has since withdrawn that request.

During the discussion at your meeting on November 26, 2018, there was consensus among the Board that any approved abatement should be subject to a cap. The Board tabled action at that meeting in order to further consider an appropriate figure for that cap. On December 7, 2018, the applicant submitted an addendum to its application, which is attached here. This addendum requests a cap of \$575,000.

Staff's conservative estimate of the value of the abatement schedule as presented is \$470,000. The attached memo from the Town Assessor provides a schedule detailing four abatement caps and the corresponding dollar value of the abatement for each fiscal year.

6. Financial Impact:

The property is currently valued at \$1,105,000 (full value) and the assessed (taxable) value is \$773,500. Following construction, the total anticipated full value will be about \$2.1 million and the assessed (taxable) value will be \$1,470,000. The estimated total cost of investment into rehabilitating the property is \$3,745,000.

The real estate taxes associated with this property for FY 18/19 and estimated FY 19/20 is \$28,171 and \$28,734, respectively. Under the proposed abatement request it will take about 7 years to attain the same value of tax revenue the town is currently receiving.

Any revenue generated from personal property taxes of business leasing space at 690 Hopmeadow Street are not part of this analysis or the applicant's request.

The total recommended 10-year tax abatement request is as follows:

- 100% reduction in the tax bill for years 1 & 2 (FY 21/22, FY 22/23)
- 95% reduction in the tax bill for year 3 (FY 23/24)
- 90% reduction in the tax bill for year 4 (FY 24/25)
- 85% reduction in the tax bill for year 5 (FY 25/26)
- 75% reduction in the tax bill for year 6 (FY 26/27)
- 65% reduction in the tax bill for year 7 (FY 27/28)
- 55% reduction in the tax bill for year 8 (FY 28/29)
- 35% reduction in the tax bill for year 9 (FY 29/30)
- 15% reduction in the tax bill for year 10 (FY 30/31)

Staff's conservative estimate of the value of the abatement schedule as presented is \$470,000.

The total recommended fees to be waived at 50% of the costs incurred are as follows:

- Construction permit fees, estimated at \$9,424
- HVAC equipment permit fees, estimated at \$4,278
- Plumbing permit fees, estimated at \$1,625
- Electrical permit fees, estimated at \$1,085
- Fire sprinkler fees (associated with the building permit), estimated at \$400
- Demolition permit fees, estimated at \$157

The estimated fee waivers reflect \$16,969, or 50% of anticipated fees that will be paid by the property owners. The total value of the fee waivers will be dependent upon actual costs incurred by the property owners.

Staff believes that a cap within the range of \$470,000 to \$575,000 would be appropriate, and that selecting one of the four options over the others would have a nominal impact on the Town, none of which would place the town in an unfavorable financial position.

7. Description of Documents Included with Submission:

- a) Business Development Assistance Application – Addendum dated December 7, 2018
- b) Memo from D. Gardner (Town Assessor), dated December 12, 2018
- c) Business Development Assistance Application, 690 Hopmeadow Street
- d) Planning Director's Staff Report, dated October 31, 2018
- e) Finance Director's Staff Report, dated November 8, 2018
- f) Town Assessor's Staff Report, dated November 8, 2018

Business Development Assistance Application: ADDENDUM
690 Hopmeadow Street (Ensign House)
Submitted December 7, 2018

Update

On Monday, November 19th, the Business Development Committee met to review the abovementioned application. This Committee unanimously approved a 50% waiver of town permit fees for the project and the proposed percentage-based approach to tax abatement. Subsequently, on Monday, November 26th, we withdrew our request for waiver of Water Pollution Control Authority permit fees. That evening, the Board of Selectmen discussed and voiced support for both the 50% permit fee waiver and the tax abatement, subject to a cap. Because of a lack of clarity surrounding various estimates of the total abatement, the topic was tabled.

The purpose of this addendum is to help the Board of Selectmen make an informed decision on a reasonable cap by providing greater clarity regarding the potential range of tax abatement estimates.

Existing Estimates

The information packet provided to the Board of Selectmen in advance of the 11/26 meeting contained the following two estimates of the amount of tax abatement.

- On page 2 of the application, we provided our estimate of \$571,690. This number represents our good-faith, central estimate of the amount of abatement resulting from applying the proposed percentages to estimated future taxes. Future taxes were derived based on expected rental income from the restaurant, apartments and offices. The methodology for calculating future taxes was discussed with the Town Assessor and used assumptions (e.g., vacancy rate, expense rate, capitalization rate) agreed with him. (Note, this estimate of \$571,690 excludes permit waivers, and is also shown in the report from the Finance Director/Treasurer in the information packet.)
- The estimate by the Town Assessor is \$446,000. This figure is characterized as conservative (i.e., low.) It is based on high-level approximations of future rental income.

Range of Estimates

As noted above, a conservative—or low—estimate was provided and discussed at the 11/26 BOS meeting. However, as was noted at the meeting, there was a lack of clarity regarding the higher end of the range. As one might expect, we have analyzed a range of scenarios, based on our assessment of potential future rental income from the restaurant, apartments and offices. The table below summarizes our findings:

Scenario	Taxes Over Ten-Year Abatement Period			Estimated Taxes after Abatement Period	
	Before Abatement	Amount of Abatement	Taxes Paid	10 Years	100 Years
Conservative ¹	645,000	446,000	199,000	811,069	23,127,694
Central ²	827,014	571,690	255,324	1,039,641	29,645,451
Optimistic	1,004,832	687,023	317,809	1,296,161	36,960,145

¹ From Town Assessor

² From initial BDA Application

We believe that these three scenarios represent a reasonable range of outcomes for this project. As noted above, the conservative estimate is from the Town Assessor. The central estimate represents our expectation regarding future revenue and expenses. The optimistic scenario is based on more aggressive assumptions regarding revenue from the restaurant (e.g., higher number of private events) as well as tighter management of future costs.

We respectfully submit that the central estimate of approximately \$575,000 represents a reasonable basis for a cap on tax abatement for this project.



Assessor Town of Simsbury

933 HOPMEADOW STREET
SIMSBURY, CONNECTICUT 06070

December 12, 2018

To: The Board of Selectmen
From: David Gardner, Assessor
Re: Ensign House Business Development Assistance Application

As requested by the Board of Selectmen on November 26, 2018, I have re-evaluated the Ensign House property valuation as it relates to the estimated abatement value.

Initially, I used an effective tax rate to get to an estimated tax value. That rate implies that I would use a slightly lower property value than I estimate the true value to be. Although this method is equitable, it is impossible to get to a tax amount calculated on exactly a value of \$2,100,000 (estimated property value) and the current mill rate. This also does not take into account possible tax rate changes in future fiscal years.

My current estimate assumes that the town mill rate on the 2020 grand list is 4% higher than it is now. That rate of change would be in keeping with the experience of the past ten years. The other difference is that I do not consider this estimate to be conservative, in that I am no longer concerned that I might find a higher value than \$2,100,000. That possibility was the cause of my concern and the reason for my adding the conservative estimate language to my previous memo.

I expect the first year tax to be about \$56,000 rounded to the nearest \$1,000, compared with the estimate in the application of \$68,000 or about 82% as much. Reducing the 10 year abatement totals proportionately would make the estimated total tax about \$678,000, the abatement about \$469,000 and the net tax about \$209,000.

Based on the above, it is recommended that the Board of Selectmen set an abatement cap at no less than the \$470,000. Below is a schedule that details four abatement caps and the corresponding dollar value of abatement for each fiscal year of the 10 year abatement.

Telephone (860) 658-3251
Facsimile (860) 658-3285

www.simsbury-ct.gov

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

Fiscal Year	Abatement Percentage	Abatement Cap			
		\$470,000	\$505,000	\$540,000	\$575,000 (Applicant Requested)
21/22	100%	\$55,750	\$59,900	\$64,060	\$68,210
22/23	100%	\$58,970	\$63,360	\$67,750	\$72,140
23/24	95%	\$59,210	\$63,620	\$68,030	\$72,440
24/25	90%	\$59,080	\$63,480	\$67,880	\$72,280
25/26	85%	\$58,910	\$63,300	\$67,680	\$72,070
26/27	75%	\$53,020	\$56,970	\$60,920	\$64,860
27/28	65%	\$46,870	\$50,360	\$53,850	\$57,340
28/29	55%	\$40,450	\$43,460	\$46,470	\$49,490
29/30	35%	\$26,260	\$28,220	\$30,170	\$32,130
30/31	15%	\$11,480	\$12,330	\$13,190	\$14,040
Total		\$470,000	\$505,000	\$540,000	\$575,000



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Town of Simsbury Business Development Assistance Application

Application should be completed in full, including original signatures, before submitting to the Director of Planning & Community Development at the Simsbury Town Offices, Planning Department, 933 Hopmeadow Street, Simsbury, Connecticut 06070.

Applicant Name: Ensign House

Name of Authorized Agent: _____

Business's Officers: Mark and Ieke Scully

Name of Business: Solectran LLC

Property Address: 690 Hopmeadow Street

Property is Located within Simsbury Center Zone: Yes No

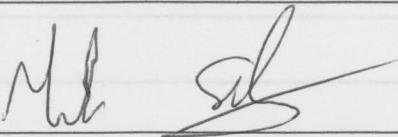
Assistance Requested:

<input checked="" type="checkbox"/> Tax Abatement	<input checked="" type="checkbox"/> Reduction of Fees	<input type="checkbox"/> Infrastructure Rebate
%-Based	62,064	
\$ _____	\$ _____	\$ _____

Number of years: <u>10</u>	Number of years: <u>2</u>	Number of years: _____
----------------------------	---------------------------	------------------------

Other Requested Public Incentives (state, federal, other municipal): State and federal historic tax credits

Description of Business, Including Products & Services: Restaurant, offices and apartments.

Signature of Applicant:  Date: 9/21/2018

Signature of Agent: _____ Date: _____

Telephone (860) 658-3245
Facsimile (860) 658-3205
Form Dated 8/8/18

An Equal Opportunity Employer
www.simsbury-ct.gov

8:30 - 7:00 Monday
8:30 - 4:30 Tuesday through Thursday
8:30 - 1:00 Friday
Page 1 of 2

Project Details:

Acquisition	\$ 1,600,000	3.24 acres	23,446	sq ft existing buildings
New Construction	\$ _____	187		sq ft of proposed building
Rehabilitation	\$ 3,745,000	23,446		sq ft of existing building
Equipment	\$ _____			
Personal Property	\$ _____			
Total Value	\$ 5,345,000			

Estimate of Duration of Construction Activities: AUGUST 2018 - AUGUST 2019

Has the project received approval from the Zoning Commission: Yes No

If so, date of approval: 6 / 4 / 2018

Employment Details:

	Present #	Future #	Temp. Construction Jobs #
Full Time Employees	<u>0</u>	<u>15</u>	<u>0</u>
Part Time Employees	<u>0</u>	<u>35</u>	<u>13</u>

Proposed Project Type (Select all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Manufacturing | <input checked="" type="checkbox"/> Professional Office |
| <input type="checkbox"/> High Technology | <input type="checkbox"/> Wholesale/Warehouse |
| <input type="checkbox"/> New Retail in Center Zone | <input checked="" type="checkbox"/> Residential Development in Center Zone |
| <input checked="" type="checkbox"/> Mix Use/ Other: <u>Restaurant, offices and apartments</u> | |

Statement of Benefits to Town: 1. Preservation of historic building in center district and keeping it accessible to the public;

2. Generate additional tax revenue through restaurant, offices and apartments;

3. Generate further economic activity in center district from apartment residents, office occupants and restaurant guests;

4. Provide employment opportunities;

Estimate of Local Taxes to be Paid on Year-to-Year basis for as long as the requested incentive lasts:

\$827,014 before abatement, \$255,325 after abatement

Internal Use Only

Planning Director _____ Date: _____

Finance Director _____ Date: _____

Town Manager _____ Date: _____

Please Note: The Town Manager, Business Development Committee and Board of Selectmen reserve the right to request supplemental documentation which supports the request. It is recommended that documents, such as business plan, appraisals, construction proposals, etc., are included with the application in order for the request to be fully reviewed.

Business Development Assistance Application
690 Hopmeadow Street (Ensign House)
Submitted September 21, 2018

Background

On June 27, 2017, Mark and Ieke Scully (“we”), acting through their wholly owned LLC, Solectran, purchased the property known as the Ensign House. After reviewing a wide range of options for the property, we have developed plans to restore the historic 1906 brownstone as well as the 1960s-era addition (“the annex”) and bring social and economic life to the site. These plans were approved by the Zoning Commission in June of this year.

While we have considered different specific designs, our vision for this project has not changed from the day we submitted a bid to purchase the property. This vision includes:

- Restore the Ensign House in keeping with its historic character,
- Fill it with some form of viable enterprises, ensuring its survival for the next hundred years,
- Keep the ground floor of the mansion open to the community,
- Make the house as energy efficient as possible.

A project of this nature will bring many long-term benefits to the community, but also entails significant cost. Prior development teams have studied this property, its condition and potential development opportunity and have failed to find an economically viable plan. Viewed in purely economic terms, the optimal approach would be to raze the buildings, thereby freeing up the entire site (including the front lawn, currently under a preservation easement tied to the buildings) for development. We never considered this option.

Rather, we have invested our savings into this project in the hope of achieving the vision articulated above. We are also seeing additional forms of funding, including a bank loan, historic tax credits, energy rebates and, hereby, abatement of local property taxes and fees. By helping us to complete this project, the Town of Simsbury will unleash significant economic, social and aesthetic benefits long into the future.

1. Specific Assistance Requested and Rationale for the Request

a. Tax Assessment Reduction

We request the reduction of our tax assessment over a ten-year period based on the percentages shown in column (6) of the table below. This reduction comprises 100% for the first two years, and a decreasing percentage over the next eight years. Based on our current best estimate of property taxes over this period (shown in the table below), this abatement represents roughly \$571,690. Over the ten years subsequent to the abatement period, we estimate the taxes to the town will be \$1,039,641; over the subsequent 100 years, this figure is \$29.6 million.

In the event that actual taxes are lower than expected, for example due to lower restaurant revenues or greater apartment/office vacancy, both total taxes and the amount of abatement would be lower, and vice versa.

This ten-year, percentage-based approach is similar to one recently employed on a development in East Hartford. Appendix A contains a description of this project and tax

treatment.

Year	Est.Taxes Before Abatement	Proposed Abatement Percentage	Amount of Abatement	Taxes Paid
(1)	(2)	(3)	(4)	(5)
2020	\$67,803	100.0%	\$67,803	\$0
2021	71,724	100.0%	71,724	0
2022	75,807	95.0%	72,017	3,790
2023	79,841	90.0%	71,857	7,984
2024	84,310	85.0%	71,664	12,647
2025	85,996	75.0%	64,497	21,499
2026	87,716	65.0%	57,015	30,701
2027	89,470	55.0%	49,209	40,262
2028	91,260	35.0%	31,941	59,319
2029	93,085	15.0%	13,963	79,122
Total	827,014		571,690	255,324

Estimated Taxes: 10 Years after Abatement Ends \$1,039,641
 Estimated Taxes: 100 Years after Abatement Ends \$29,645,451

b. Waiver of Fees

We request the waiver/refund of the following fees associated with this project:

i. Sewer hookup	\$28,126
ii. Construction permit	18,848
iii. HVAC equipment permit	8,556
iv. Plumber	3,250
v. Electrician	2,170
vi. Fire Sprinkler	800
vii. Demolition	314
viii. Subtotal town fees	\$62,064

c. Infrastructure Rebate

We are not requesting infrastructure rebate.

2. **Project Description**

After careful consideration, we are proposing the following mixed-use program for the site:

- a. The majority of the ground floor of the Ensign House and annex will be the restaurant Metro Bis.
- b. The upper floors of the Ensign House will comprise five apartments.
- c. The remaining space will comprise two offices and conference room in the Ensign House and office space in the lower level of the addition.

We believe that this mixed-use program will enable a wide range of people to enjoy this historic site. This use of the space will bring direct and indirect economic life into this section of the town center, while keeping the most historic sections of the Ensign House and front lawn available to the general public for dining and events.

3. Description of Applicant’s Business

The development and management of the Ensign House is the sole business of the applicants. Mark Scully retired from the insurance business and Ieke Scully has dedicated herself to raising a family and extensive volunteer work in town. Mark and Ieke have resided in town since 1985; Mark was raised here.

4. Description of the Application

This application comprises a request for abatement of tax assessment and waiver of fees for the restoration of the Ensign House and annex, located at 690 Hopmeadow Street. Upon completion, the property will house a restaurant, apartments and offices.

5. Estimate of the Value of Proposed Improvements

Ownership and restoration of a property such as this entails considerable costs. The building was not built in a manner that allows for cost effective development and compliance with current building codes. The restoration work must include abatement of extensive asbestos and lead paint, complete replacement of all HVAC systems, extensive gutting and reconstruction of internal walls, re-design and upgrade to stairs, railings, egress doors and windows, and build-out of apartment spaces. Current estimates of proposed improvements for this project (not including the purchase price) are:

a. Abatement, demolition and construction: Ensign House	\$1,700,000
b. Abatement, demolition and construction: Annex	1,300,000
c. Site work	400,000
d. Professional Fees	250,000
e. Permits, Licenses and Fees	95,000
f. Subtotal improvements	\$3,745,000

6. Estimate of Employment Provided

a. Construction

We estimate this project will employ 73 contractors, as listed below:

Site	3	Landscaping	5
Demolition	5	Steel	3
Concrete	3	Masons	2
Framers	3	Sheetrockers	6
Carpenters	3	Insulation	3
Painting	5	Flooring-Tile/Carpet	3
Flooring-Wood	3	Casework	3
Counters	2	Roofing	5
Plumbing	2	Fire Sprinkler	4
HVAC	5	Electricians	3

To the extent possible, we are engaging local contractors. We estimate that 18 of these jobs are with Simsbury-based companies.

b. Operational

- i. Restaurant: 5 full-time, 30 part-time (vs. 2 full-time, 16 part-time currently)
- ii. Offices: 10 full-time (vs. 0 currently)
- iii. Maintenance: 5 part-time (vs. 0 currently)

7. Anticipated Project Construction Schedule

Construction will proceed on this project in three phases:

- a. Buildout of restaurant in annex: August 2018 - January 2019
- b. Buildout of restaurant in the Ensign House: October 2018 – April 2019
- c. Construction of apartments and offices: October 2018 – August 2019

8. Other Public Incentives

The Ensign House is listed on the national historic registry and some of the construction costs on the building may be eligible for state and federal historic tax credits. These tax credits comprise:

- State: 20% of eligible hard and soft costs
- Federal: 25% of eligible hard costs

We estimate the value of these historic tax credits to be roughly \$513,000 in total.

In addition, we intend to apply for any energy rebates available on the project. We are still exploring these incentives, but believe they may include rebates for upgrading lighting to LEDs, rebates for installing heat pumps and possibly rebates for creating energy-efficient apartments. Our current very rough estimate of the value of energy rebates is \$2,000.

9. Benefits to the Town

- a. Foremost among the benefits to the town is the fact that the Ensign House and its story will be preserved for future generations. We, along with many town residents, were horrified when a similar brownstone building, the Belden House, situated across the street from the Ensign House, was destroyed and lost forever. The Ensign House is located at the southern gateway to the town center and is an iconic landmark of historic significance. Working with the State and Federal Historic Preservation Offices, we will preserve the historic features and character of this building. Appendix B presents a brief overview of the historical significance of the Ensign House.
- b. Moreover, the site will remain accessible to the public. Some alternate uses, including for example, build-out of the entire site as apartments, would entail less risk than a restaurant, but would benefit a smaller share of the public. The restaurant and front lawn will remain available to town residents and organizations for meals and events.
- c. The Ensign House will allow the restaurant Metro Bis not only to stay in town, but also to expand its business, including notably events such as wedding and, anniversaries. Over twenty years, Metro Bis has established a strong reputation for culinary and service excellence and draws customers into town from across Connecticut and beyond.
- d. Direct economic benefits to the town include jobs during construction, jobs in the restaurant and office occupants and future property tax revenues from the property owners.
- e. More broadly, completion of this project will bring economic life into this neighborhood, with concomitant indirect economic benefits. These include:
 - residents of the apartments availing themselves of area merchants and professional

services;

- restaurant patrons bringing guests and planning events in town, making use of hotels and related businesses;

- office occupants using local businesses.

It is likely that these indirect economic benefits will be a multiple of direct benefits. The benefits of historic preservation have been exhaustively researched by economist Donovan Rypkema. Appendix C provides an overview of Mr. Rypkema's research, highlighting the significant benefits in a wide range of areas, including jobs, household income, tourism, city center revitalization and sustainability.



Appendix B: A Brief History of the Ensign House

The Ensign-Bickford Company

The history of the Ensign House is inextricably linked with that of the Ensign-Bickford Company. In 1831, William Bickford invented the safety fuse in Cornwall, England. The safety fuse revolutionized mining, leading to dramatic improvements in safety. Mr. Bickford entered into a partnership with Connecticut native Richard Bacon to manufacture safety fuses on his East Weatogue farm. The bookkeeper and lay Methodist minister Joseph Toy was appointed to manage the fledgling American operation, called Bacon, Bickford, Eales & Co. In 1851, after the original factory burned down for a second time, Toy relocated it to its current location west of the Farmington River, dissolved his partnership with Richard Bacon and formed Toy, Bickford & Co. Toy moved from East Weatogue into a house on the hill just north of the manufactory known as Chestnut Hill.

When Joseph Toy's son, Joseph Jr., died from disease contracted in the Civil War, his son-in-law Ralph Hart Ensign became the logical successor of the family business. He was named a partner in 1870 and upon Joseph Toy's death in 1887, he took over the business, changing its name to Ensign Bickford & Company. The eldest son of Susan Toy Ensign and Ralph Hart Ensign, Joseph Ralph ("J.R.") Ensign, joined the company around 1890. He married Mary J. Phelps and they had one daughter Mary, whom they called Polly.

The influence of the Ensign Bickford Company and its predecessors on Simsbury is immeasurable. The company provided fire protection for the town and provided capital and management to the new Simsbury Electric Company and the Village Water Company. J.R. Ensign was a founding director of the Simsbury Bank and Trust Company and president of the Simsbury Cemetery Association for 31 years.

The Ensign House

In the 1890s, young J.R. Ensign, fresh out of college, joined Ensign Bickford Company. In 1906, he had the stone Ensign House constructed, using red sandstone primarily from the local Ketchin Quarry. His house replaced his grandfather's wooden house that previously occupied the site. The front half of the wooden house was removed to the rear of the property and the other half became factory worker's housing on Woodland street. The Ensign House became the face of Ensign Bickford and served as Joseph's office, a place of meetings and entertainment, lodging for company guests and as part-time residence for Joseph, Mary and Polly. The family spent summers at their beach home in Rhode Island and winters at their home in Florida. This picture shows the Ensign House in 1910s, with Polly in her carriage



The Annex

In 1955, Polly Ensign Lovejoy sold the Ensign House to the First Church of Christ across the street for \$10,000. The church used the house as a Parish House and in the early 1960s built an addition ("the annex") immediately to the south of the house. For the church, the annex provided a chapel, fellowship hall and classrooms.

The entire property was subsequently sold in 1985 and served as a bank and offices, ending with Webster Bank occupying the space until 2013.

What Is Preservation Worth?

Some Results from Other Places

While Donovan Rypkema's aim at the workshop in Hartford (see page 1) was to show how economists can measure the economic impact of preservation activities in Connecticut, in the process he cited results from studies in other places that begin to make the case that preservation can produce concrete economic benefits. Here are some of his points:

Jobs and household income:

Of more than 500 categories of economic activity recognized by one common model for measuring economic impact, almost none create as many jobs and as much household income as historic preservation. Some, such as restaurants, create more jobs, but at a low income level, while others, such as nuclear power plants, create high levels of income, but for only a few people.

Compared to new construction, building rehabilitation spends less on materials (which tend to come from somewhere else) and more on labor. Because labor tends to be local, money spent on it will stay longer in the community.

One of Rypkema's charts, derived from work by David Listokin of Rutgers University Center for Urban Policy Research, compares the economic impact of highway construction, new building construction and rehabilitation of historic buildings. Listokin finds that, for every million dollars spent, highway construction creates 33.6 jobs, new construction 36.1 jobs, and rehabilitation 38.3 jobs. Rehabilitation also generates more household income and generates more in state and local taxes.

This confirms results from Norway and Australia, both of which have devoted significant portions of their economic stimulus spending to heritage programs. In Norway, thirteen percent of stimulus spending goes for preservation, because that was found to be effective in the last economic downturn. Australia recently released figures reporting that in the heritage portion of its stimulus spending it cost \$22,000 to create each job. The United States recently reported spending \$248,000 to create each job across all stimulus programs.

Heritage tourism:

While Rypkema finds the total impact of heritage tourism difficult to measure, studies consistently show that heritage visitors tend to stay longer and spend more per day than other tourists.

Center city revitalization:

Rypkema says "I cannot identify a single example of sustained success in downtown revitalization that did not involve historic preservation."

Historic buildings are best suited to the needs of small businesses, and it's important to pay attention to them, because most of our economy is driven by small businesses, not the huge Fortune 500 companies. Small businesses have done better than large companies at retaining employees. Historic buildings tend to be better for small businesses because they're less expensive; "You can't build new and rent cheap," said Rypkema.

Although there is no objective study, Rypkema said that the National Trust's Main Street program has a highly effective engine for downtown revitalization—"the most cost effective program of economic development in America, bar none."

Local historic districts:

The effect of local historic districts (LHDs) on property values has been the most widely studied economic aspect of historic preservation, and the results have been highly consistent. Studies in districts across the nation, in a wide variety of economic levels, have shown that property values in historic districts appreciate more rapidly and consistently than those in both local markets overall and in comparable non-designated neighborhoods.

This result might seem puzzling, since LHDs might seem less attractive

because they impose additional burdens on property owners. But their value is that they offer assurance that surrounding properties will be preserved. In other words, they offer what Rypkema called "protection from the lunatic across the street."

A particularly rigorous study of LHDs has just been completed in Louisville, Kentucky and published in the *Journal of Urban Studies* (<http://www.informaworld.com/smpp/ftinterface-content=a913321085-fulltext=713240930>)

In a study of LHDs in Indiana, Rypkema found that districts have the greatest impact on property values when they have

- professional staff,
- clear, written, illustrated guidelines,
- firm but consistent decisions, and
- active, ongoing educational outreach.

State rehabilitation tax credits:

The state that has seen the most dramatic results from a state preservation tax credit is Missouri, where the rapid turnaround in the fortunes of Saint Louis can be directly attributed to the credit. Factors that make tax credits more effective are dedicating substantial funds to the credits (usually not capping them, or at least setting caps high), so that a lot of projects and large projects can be done, and the ability to

sell the credits, so that even developers who cannot directly benefit can still use the credits. (On the other hand, he said that the Connecticut Historic Homeowner Tax Credit, which requires that homeowners sell the credits to

corporations, is "bizarre.")

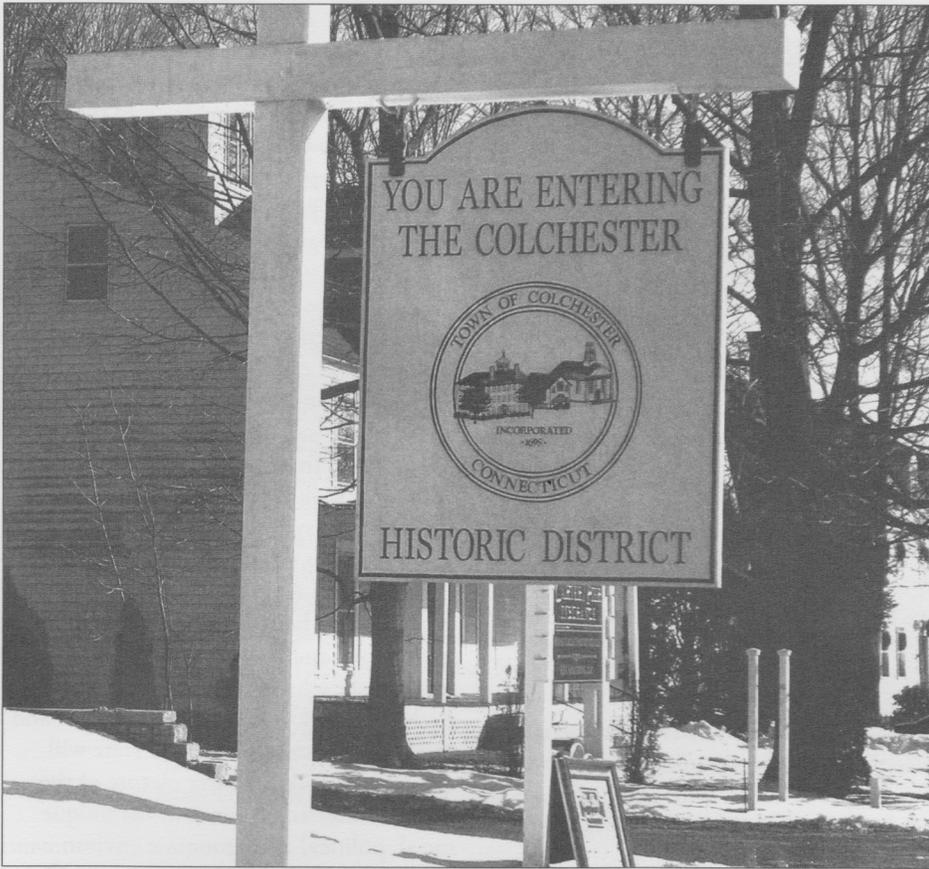
Affordable housing:

Rypkema said, "The current need for affordable housing is disproportionately being met by older and historic houses. The vast majority of this housing is provided with no subsidies, incentives, or gov-

I cannot identify a single example of sustained success in downtown revitalization that did not involve historic preservation.

—Donovan Rypkema

C. Wigren



Economic studies consistently show that local historic districts enhance property values.

ernment intervention of any kind. However the existing supply of older and historic housing is disappearing at an alarming rate—557 units every day for the last 30 years. If today we had to replace the older and historic buildings occupied by households below the poverty level, using the most cost-effective Federal programs, the bill would be \$335 billion.”

energy represented by the building to be demolished, as one factor to be considered in determining if demolition is justified.

Historic buildings tend to be constructed of the *least* energy-consuming materials—timber, brick, plaster, concrete. New buildings tend to be constructed of the *most* energy-consuming materials—steel, plastic, vinyl, aluminum.

The Main Street program has been the most cost effective program of economic development in America, bar none.

—Donovan Rypkema

Preservationists must stop justifying buildings that waste energy and focus on ways to improve their performance.

Making a new aluminum window requires 126 times the energy required to repair historic wood windows. A far better use of stimulus money would be to train workers to repair wood windows. ❁

For more information...

Donovan Rypkema:
www.placeeconomics.com

Connecticut Main Street Center:
www.ctmainstreet.org

Smart growth:

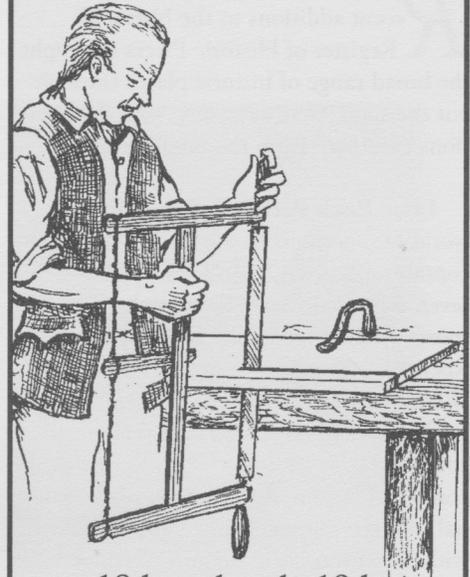
“Historic preservation supports smart growth—in fact, historic preservation *is* smart growth.”

Sustainability:

Demolishing a 25 by 120-foot downtown commercial building negates the environmental benefit of recycling 1,344,000 aluminum cans.

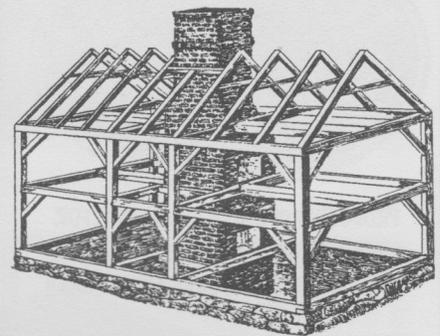
Rypkema has proposed that the city of Tacoma, Washington, require every demolition request to report the embodied

West River Restoration



18th and early 19th century structural repair, restoration and recreation.

Doors, windows, trim, siding, period rooms, floors, sills, framing, fireplaces, masonry, kitchens, baths, and barns.



Thomas Linskey

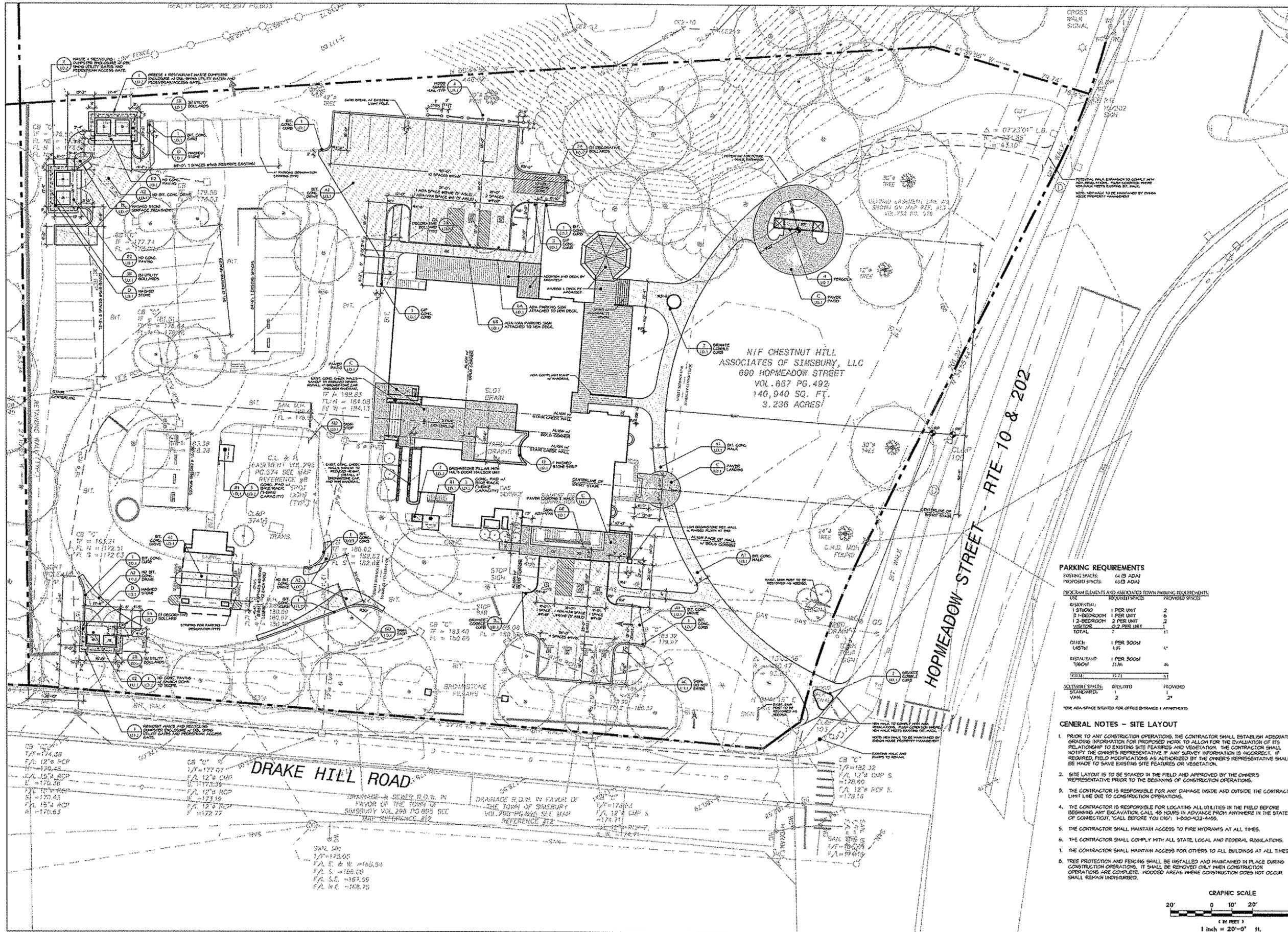
350 Middle Haddam Rd.

Portland, CT 06486

860-342-2289

860-463-1185

“An old house craftsman dedicated to perpetuating early Connecticut architecture, one job at a time, large or small, for individuals and organizations.”



LAND PLANNERS
LANDSCAPE ARCHITECTS
975 HOPMEADOW STREET
SIMSBURY, CT 06070
(860) 438-1111 FAX (860) 681-1211

Ensign House
Simsbury, CT



Drawn: CVR/RWW
Date: May 21, 2018
Revisions:
REV. PER STAFF 7/10/2018

SITE LAYOUT

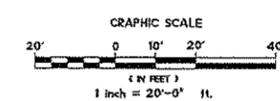
LL.1

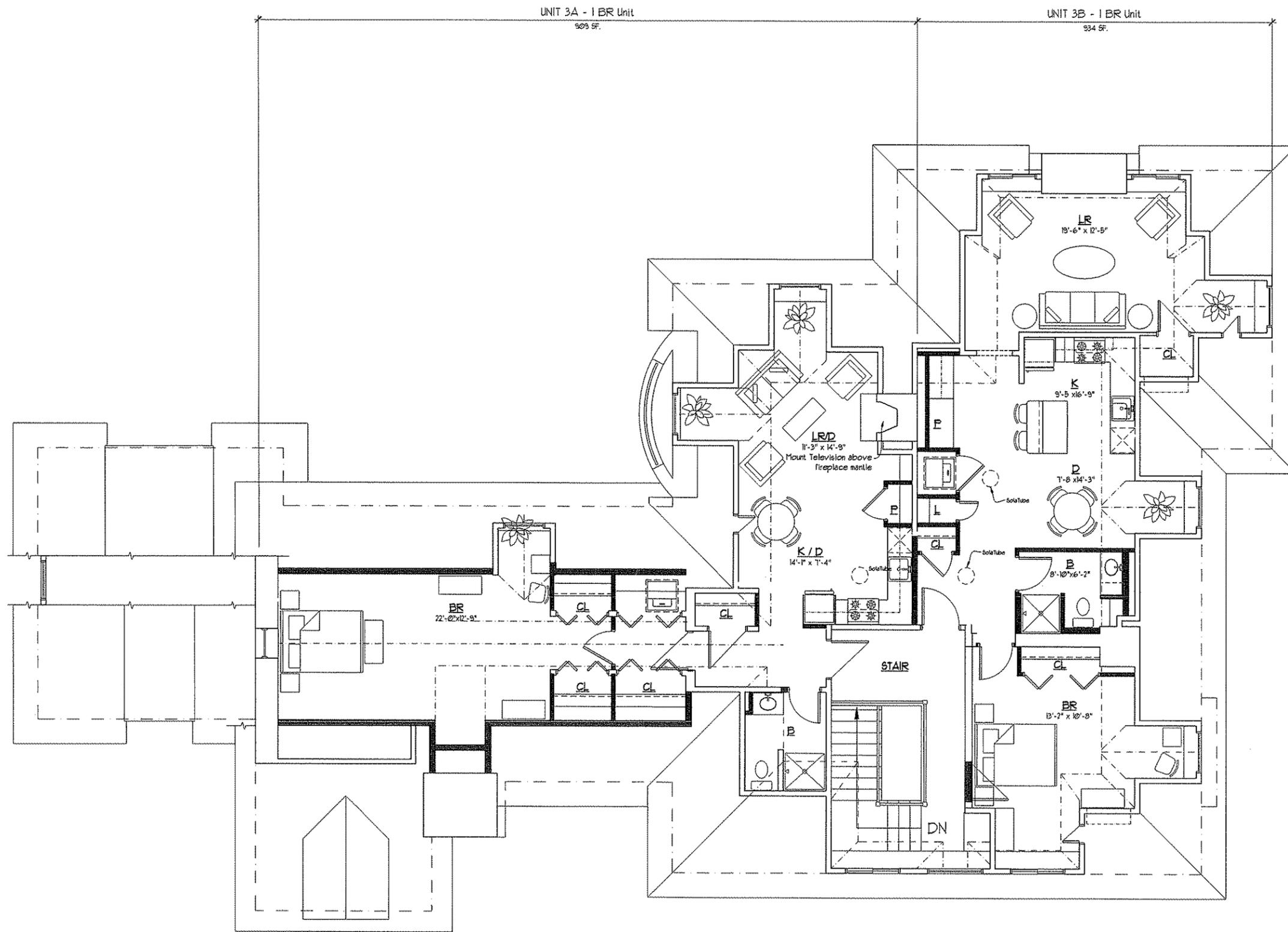
PARKING REQUIREMENTS

PARKING SPACES:	64 (5 ADA)	PROPOSED SPACES:	61 (3 ADA)
PROGRAM ELEMENTS AND ASSOCIATED TOWN PARKING REQUIREMENTS			
USE	REQUIRED SPACES	PROVIDED SPACES	
RESIDENTIAL:			
1 STUDIO	1 PER UNIT	2	
2 1-BEDROOM	1 PER UNIT	6	
1 2-BEDROOM	2 PER UNIT	2	
VEGETABLES	0.2 PER UNIT	1	
TOTAL		11	
OFFICE:	1 PER 3000	6	
457sf	1.35		
RESTAURANT:	1 PER 3000	46	
1760sf	23.56		
TOTAL:	15.71	57	
ADMISSIBLE SPACES:	REQUIRED	PROVIDED	
STANDARD	1	1	
VAN	2	2	

*ONE ADA SPACE INTENDED FOR OFFICE STORAGE & APPOINTMENTS

- GENERAL NOTES - SITE LAYOUT**
- PRIOR TO ANY CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL ESTABLISH ADEQUATE GRADING INFORMATION FOR PROPOSED WORK TO ALLOW FOR THE EVALUATION OF ITS RELATIONSHIP TO EXISTING SITE FEATURES AND VEGETATION. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE IF ANY SURVEY INFORMATION IS INCORRECT. IF REQUIRED, FIELD MODIFICATIONS AS AUTHORIZED BY THE OWNER'S REPRESENTATIVE SHALL BE MADE TO SAVE EXISTING SITE FEATURES OR VEGETATION.
 - SITE LAYOUT IS TO BE STAKED IN THE FIELD AND APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO THE BEGINNING OF CONSTRUCTION OPERATIONS.
 - THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE INSIDE AND OUTSIDE THE CONTRACT LIMIT LINE DUE TO CONSTRUCTION OPERATIONS.
 - THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES IN THE FIELD BEFORE BEGINNING ANY EXCAVATION. CALL 48 HOURS IN ADVANCE FROM ANYWHERE IN THE STATE OF CONNECTICUT, "CALL BEFORE YOU DIG", 1-800-432-4499.
 - THE CONTRACTOR SHALL MAINTAIN ACCESS TO FIRE HYDRANTS AT ALL TIMES.
 - THE CONTRACTOR SHALL COMPLY WITH ALL STATE, LOCAL AND FEDERAL REGULATIONS.
 - THE CONTRACTOR SHALL MAINTAIN ACCESS FOR OTHERS TO ALL BUILDINGS AT ALL TIMES.
 - TREE PROTECTION AND FENCING SHALL BE INSTALLED AND MAINTAINED IN PLACE DURING CONSTRUCTION OPERATIONS. IT SHALL BE REMOVED ONLY WHEN CONSTRUCTION OPERATIONS ARE COMPLETE. HOODED AREAS WHERE CONSTRUCTION DOES NOT OCCUR SHALL REMAIN UNDISTURBED.

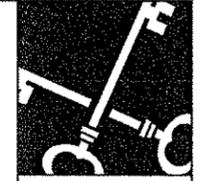




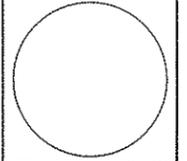
1 PROPOSED THIRD FLOOR PLAN
SCALE: 1/4" = 1'-0"



NORTH



Crosskey Architects LLC
Architecture Preservation Interiors
One Union Place, Hartford, CT 06103
T: (860)724-3000 F: (860)724-3013

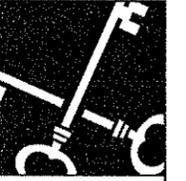


Ensign House
Simsbury, CT

Drawn: SM, MJB, TN, CW
Date: May 4, 2018
Revisions

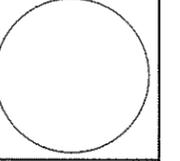
Proposed Third Floor Plan

A-1.3

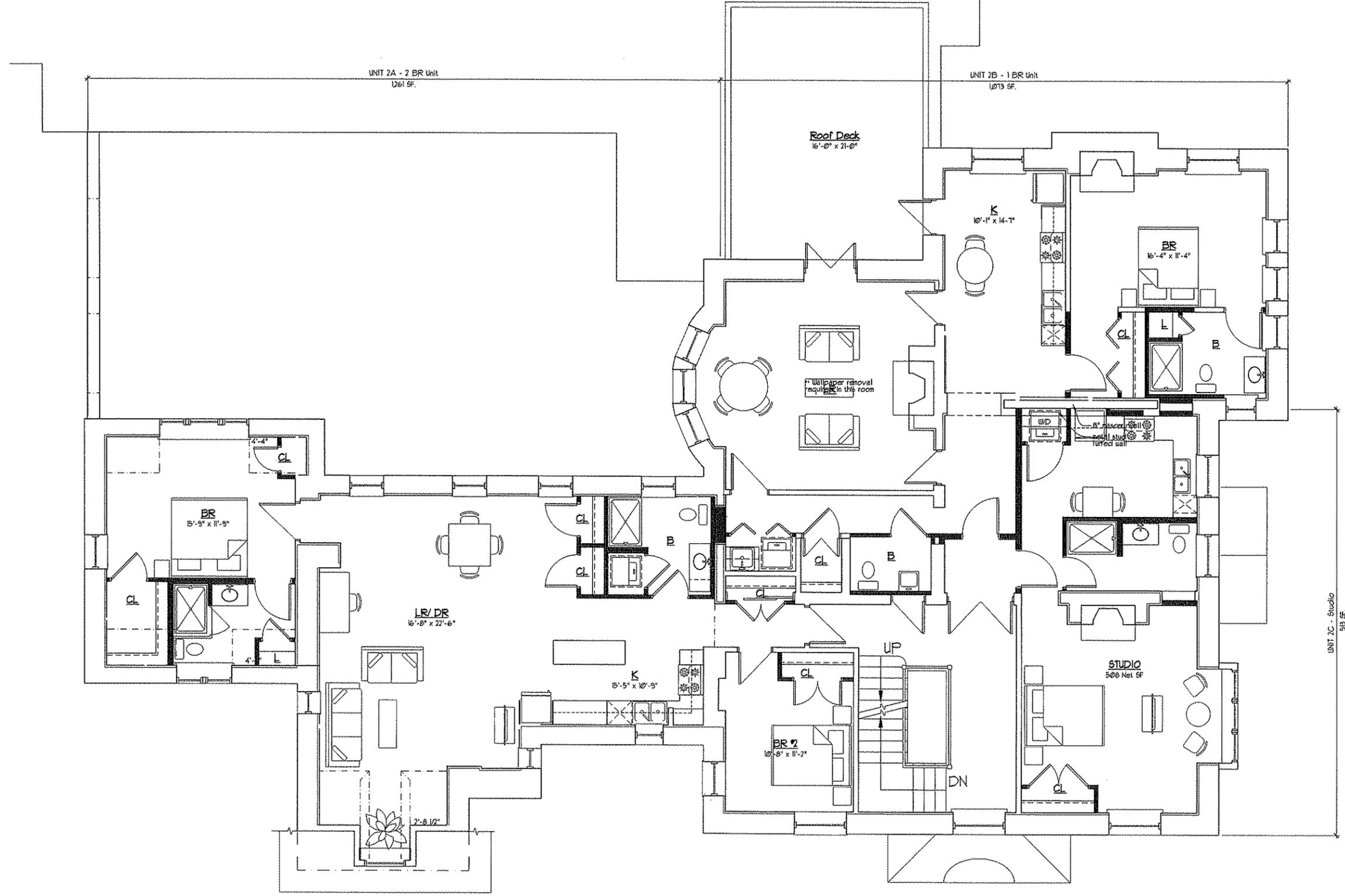


Crosskey Architects LLC

Architecture Preservation Interiors
One Union Place, Hartford, CT 06103
T: (860)724-3000 F: (860)724-3013



Ensign House
Simsbury, CT



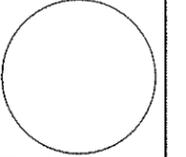
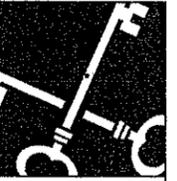
1 PROPOSED SECOND FLOOR PLAN
SCALE: 1/4"=1'-0"



Drawn:	SM, M.B, T.H, C.W
Date:	May 4, 2018
Revisions:	

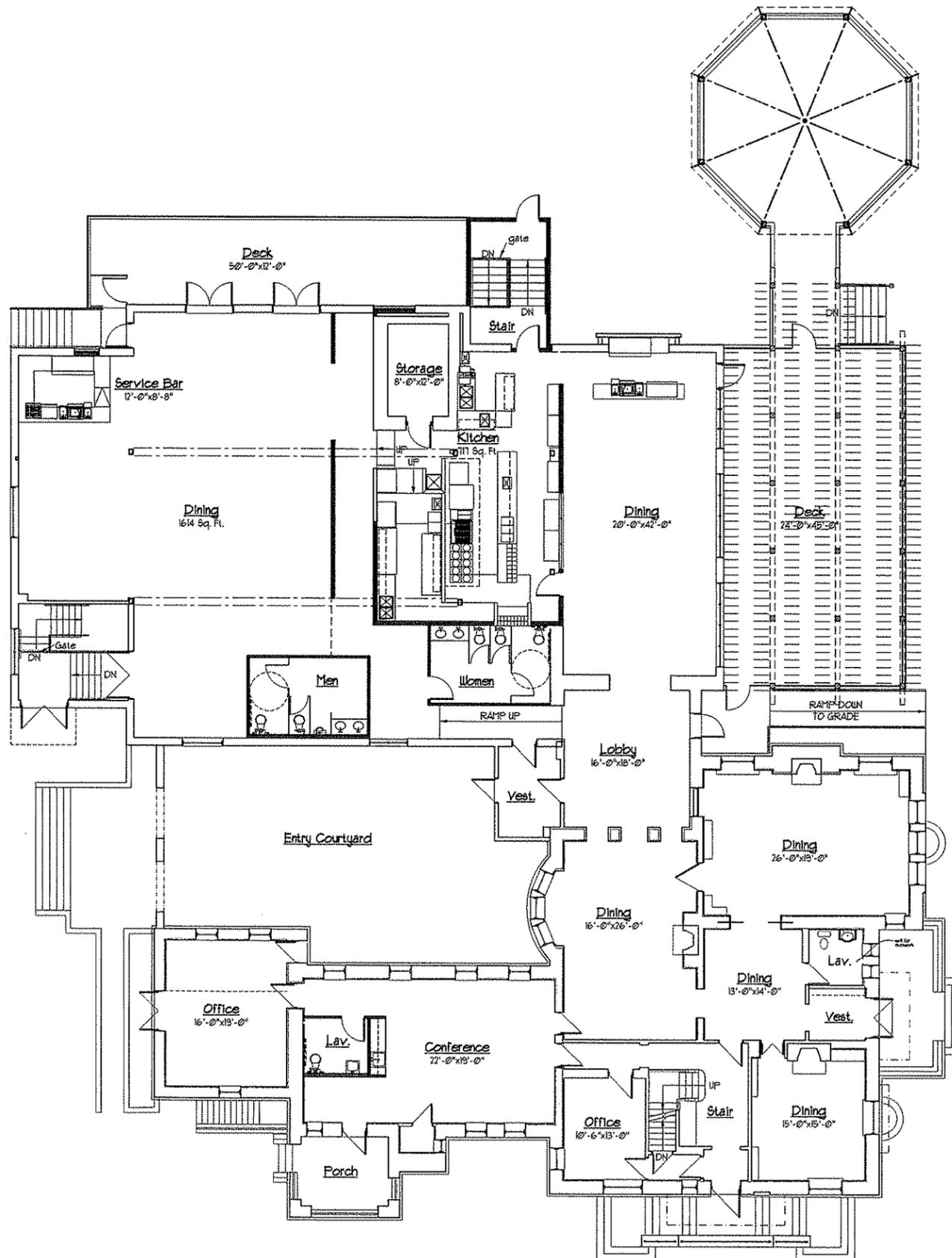
Proposed Second Floor Plan

A-1.2



GROSS SQUARE FOOTAGE BY FLOOR			
FLOOR	ANNEX	MANSION	TOTAL GROSS SF.
Basement	4800 GSF.		4800 GSF.
First Floor	5236 GSF.	3648 GSF.	8884 GSF.
Second Floor		3714 GSF.	3714 GSF.
Third Floor		2281 GSF.	2281 GSF.
TOTAL	10,036 GSF.	9,709 GSF.	19,745 GSF.

GROSS SQUARE FOOTAGE BY USE	
USE	TOTAL GROSS SF.
Basement	4800 GSF.
Restaurant	7160 GSF.
Co-op Office	1457 GSF.
Residential	6328 GSF.
TOTAL	19,745 GSF.



1 PROPOSED FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"



Drawn: SM, MJB, TN, CW
Date: May 4, 2018
Revisions:

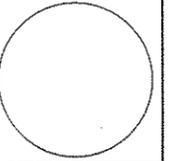
Proposed First Floor Plan

A-1.0



Crosskey Architects LLC

Architecture Preservation Interiors
750 Main Street, Hartford, CT 06103
T: (860)724-3000 F: (860)724-3013



Ensign House
Simsbury, CT

Drawn: CW, TM, PB

Date: MAY 17, 2018

Revisions

A-2.1

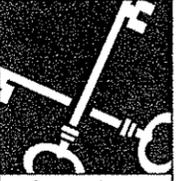


WEST ELEVATION
SCALE: 3/16\"/>



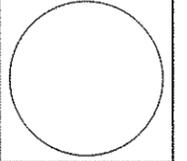
SOUTH ELEVATION
SCALE: 3/16\"/>

1748 ENSIGN HOUSE



Crosskey Architects LLC

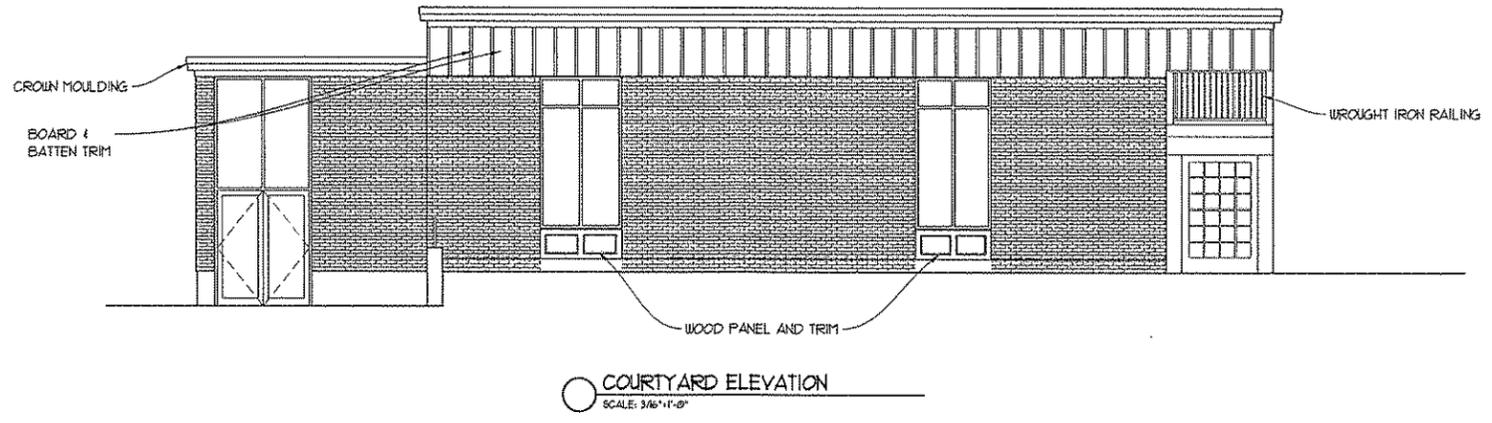
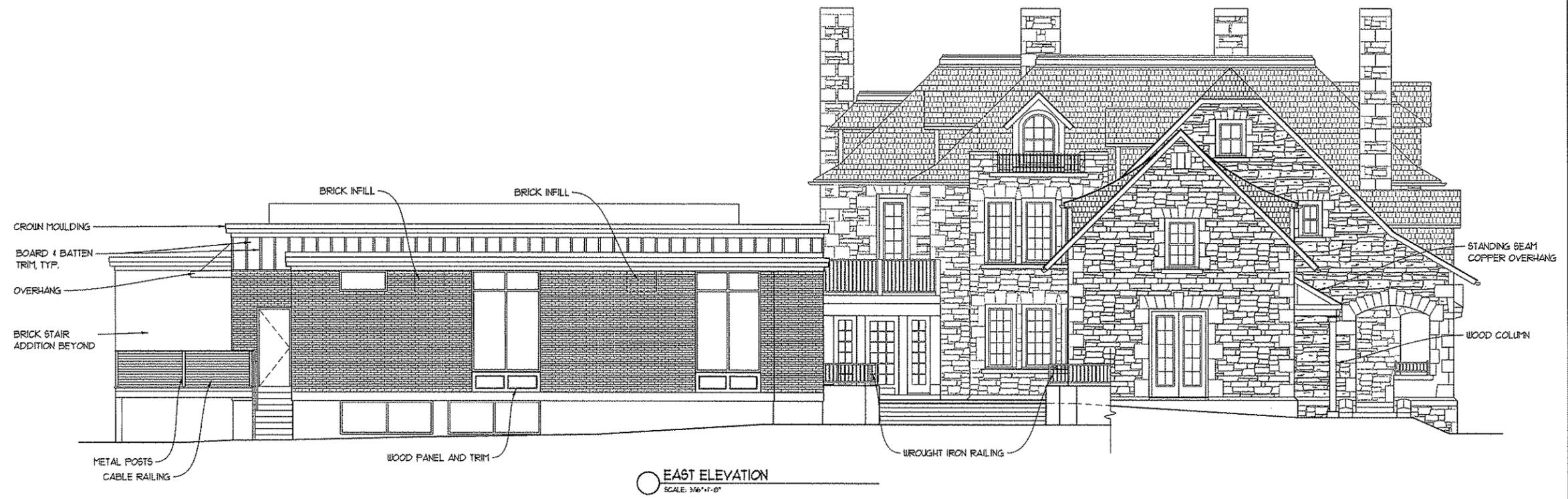
Architecture Preservation Interiors
750 Main Street, Hartford, CT 06103
T: (860)724-3000 F: (860)724-3013



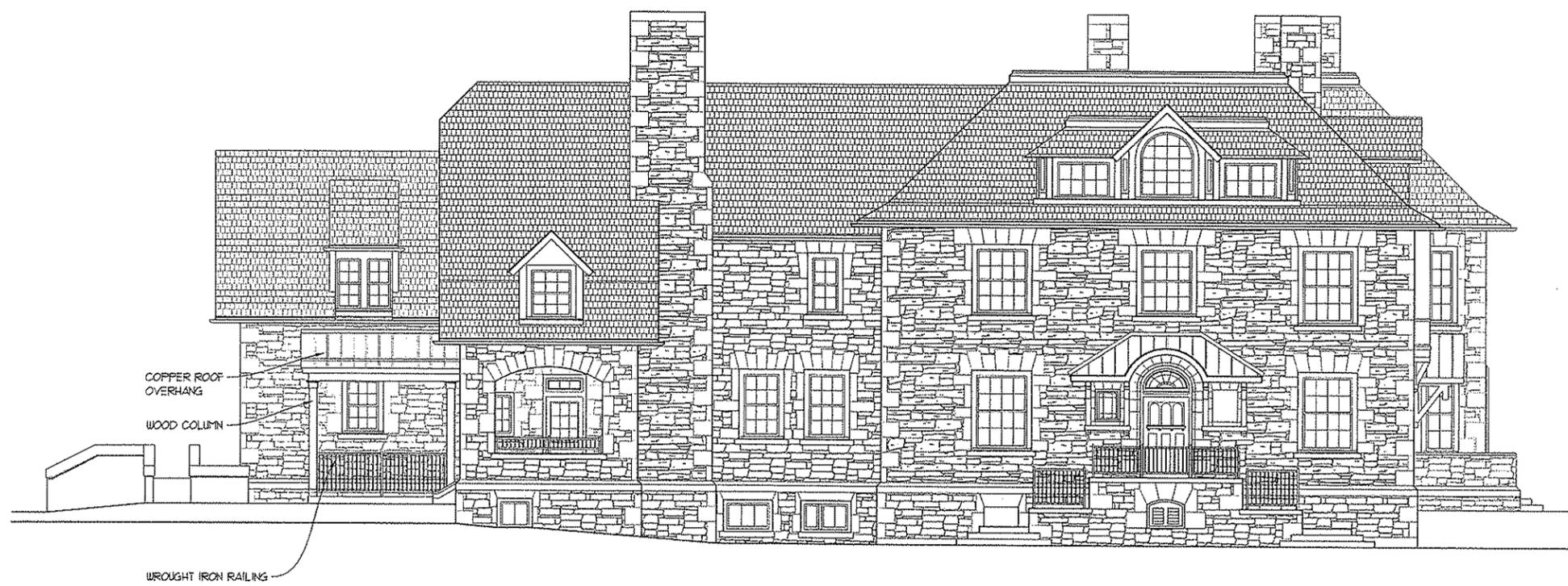
Ensign House
Simsbury, CT

Drawn: CW, TN, PB
Date: MAY 17, 2018
Revisors:

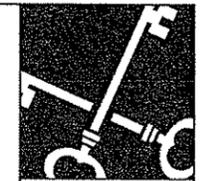
A-2.2



1748 ENSIGN HOUSE

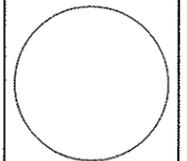


○ NORTH ELEVATION
SCALE: 3/16" = 1'-0"



Crosskey
Architects
LLC

Architecture Preservation Interiors
750 Main Street, Hartford, CT 06103
T: (860) 724-0000 F: (860) 724-3013



Ensign House
Simsbury, CT

Drawn:	CW, IN, PB
Date:	MAY 17, 2018
Revisions:	

A-2.3



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Date: October 31, 2018

To: Maria Capriola MPA, Town Manager

From: Michael Glidden CFM CZEO
Director of Planning and Community Development

Re: Business Development Assistance Application of Solectran LLC for 690 Hopmeadow Street

Maria:

I have reviewed the application and supporting documentation of Solectran LLC (Mark and Ieke Scully) for business development assistance. The application is specific to the re-development or re-use of the Ensign Mansion for a mixed use project.

Property Background

The subject property contains a mansion with annex which is commonly referred to as the Ensign Mansion. According to the Simsbury Center Historic District dated 04/12/1996, the brownstone house at 690 Hopmeadow Street was constructed in 1909. This structure is noted as being a contributing property for the Simsbury Center Historic District (see attached pages from district report).

Project

On June 4, 2018; the applicant received approval from the Zoning Commission for a site plan amendment (see attached approval letter). The intent of the site plan amendment was for the first floor of the annex and mansion to be converted into a 7,160 sq ft restaurant and 1,457 sq ft office space. The second and third floors of the mansion would be converted into 5 residential dwelling units (see attached floor plans).

Review of Policy

Targeted Businesses/Industries

The Business Development Assistance Policy lists eight types of business described as being preferred types of development. The proposed business appears to be considered a mixed use development, as defined in category number 7. A mixed use development is defined as development which contains at least 25% of its floor area designated for commercial use that is located in the Simsbury Town Center Code area.

Sustainable Businesses

The policy discusses the characteristics associated with a business that are determined to be sustainable such as the generation of additional tax revenue or providing lasting employment. The restaurant planned for the first floor is

Telephone (860) 658-3200
Facsimile (860) 658-9467

An Equal Opportunity Employer
www.simsbury-ct.gov

8:30 - 7:00 *Monday*
8:30 - 4:30 *Tuesday through Thursday*
8:30 - 1:00 *Friday*

Metro Bis which is currently located in Simsbury at the 1820 House. The work force that will be employed at the new location is an increase from the current employment totals for the business.

The sustainability description mentions improving aesthetics of the community and historic preservation as other areas on which the community places importance. As stated earlier, the structure at 690 Hopmeadow Street is considered to be contributing property in the Simsbury Center Historic District. The Simsbury Form Based Code also identifies this structure as a "protected building" due to its historic significance. Unlike previous proposals, the applicant is planning on preserving both the mansion and annex.

Tax Abatement Schedule

The applicant is requesting a reduction of tax assessment for a period of ten years. The policy outlines that the maximum period of time for abatements is seven years. The Statement of Purpose for the policy refers to the enabling statute (CGS 12-65b and 12-65h). Statute permits towns to develop tax abatement policies for up to ten years.

While the requested time period exceeds the policy document outline, it is consistent with State Statute.

Business Development Incentive Minimum Requirements

The project has secured all applicable zoning approvals related to the change of use. I am not aware of any outstanding fees or taxes associated with this project.

The Zoning Enforcement Officer inspected the site on 10/31/2018. At the time of her inspection there were no violations of the applicable Zoning Regulations or recorded approvals. It appears that all work associated with the change in use is progressing in compliance with the site plan.

I have attached to this memorandum excerpts from the 2017 Plan of Conservation and Development (POCD) which are relevant to the property/project. The site is identified on page 40 as a character place. On page 48, the plan recommends "*support efforts to protect historic sites and areas*".

Also on page 48 in section D Adaptation/Re-Use the plan states the following goals:

- 1. Consider allowing adaptive reuse of historic buildings (residential, commercial, governmental and industrial) if that will be instrumental in preserving them.*
- 2. Maintain the architectural integrity of historic structures and site when adapted for re-uses for commercial, industrial, or residential purposes.*
- 3. Encourage preservation of the historic character of structures and sites and the preservation/maintenance of such buildings in an appropriate way"*

Lastly on page 48 the plans states that the Town of Simsbury will "*Pursue and promote financial incentives for preservation (grants, tax incentives, loans, easements, assessments deferrals, etc.)*".

On page 66 of the POCD, the plan states: "*Encourage greater density and intensity in Simsbury Center to help create a larger "critical mass" and a greater sense of activity provided it enhances the character of community.*"

Page 67 of the POCD speaks to encouragement of mixed use development in Simsbury Center. Specifically it states the following activities that the Town will do:

- 1. Encourage or require multi-story buildings in Simsbury Center, preferably mixed use buildings*
- 2. Maintain regulations that permit residential use, including a mixed-use development within the Simsbury Center area"*

Staff Comments

The role of the Business Development Commission is to provide an advisory opinion to the Board of Selectmen concerning requests for tax abatements, fee reductions, or infrastructure rebates. Any recommendations made by this commission would be shared with the Board of Selectmen and taken into consideration before final action is taken on said requests.

As noted above the applicant is requesting tax abatement for a period of ten years. Statute permits abatements for up to ten years; however, the policy indicates that seven years is the maximum allowed. The policy refers to the enabling statute which was updated recently.

The applicant is requesting a reduction of sewer connections fees. Attached to this correspondence is the determination of change of use fees issued by Water Pollution Control Authority. The reduction of this fee will require action by the Water Pollution Control Authority. This portion of the request should be made to the Water Pollution Control Authority not the Business Development Commission.

The applicant has clearly demonstrated by the documentation provided that the proposed project will result in preservation of a historically significant structure. The new restaurant will result in an expansion of the existing Metro Bis labor force.

Staff has provided all of the relevant sections of the Plan of Conservation and Development, of which this proposal appears to be consistent with the goals and objectives. It is staff's opinion that the proposal overall meets or conforms to the goals and objectives of the 2017 Plan of Conservation and Development.

All of the development approvals, such as zoning approvals and building permits, have been secured by the applicant at this time.

The re-invest and re-use of the property will result in an increase of property and personal taxes which are collected from this property.

The granting of abatements will help preservation and enhancement of a historically significant structure that serves as a gateway to the Simsbury Center Historical District. Long-term the project will increase the taxes both personal property and real estate that is collected by the Town of Simsbury. The development will provide an orderly re-development of property in the center which will promote mixed use with both commercial and residential.

Staff supports the granting of tax abatement for the project.



Town of Simsbury

WATER POLLUTION CONTROL
36 Drake Hill Road Simsbury, Connecticut 06070

September 21, 2018

Mark Scully
29 Notch Road
West Simsbury, CT 06092



Re: Change of Use at 690 Hopmeadow Street, Simsbury, CT

Dear Mr. Scully:

Evaluation of the proposed change of use at 690 Hopmeadow Street, Simsbury, CT has been completed. The change of use includes office use, a 284 seat restaurant, and five (5) apartments totaling 23,446 square feet. This building was formally listed as office use only.

The enclosed spreadsheet provides the calculation of the Change of Use. The calculated Change of Use is 1587 gallons per day increase for the location. This change of use requires a one-time charge because of the increased sewer flow that will be generated. The Change of Use Fee will be \$28,126.00.

The FCC Change of Use is typically paid prior to the business obtaining the certificate of occupancy.

Additionally, you must ensure the facility has an approved grease recovery unit installed that is designed for the expected flow.

If you have any questions, please call 860-658-3258.

Sincerely,

Anthony Piazza
Superintendent

Enclosure

Cc: P. Gilmore, Chairman, WPCA
T. Roy, Director of Public Works
H. Miga, Building Official
M. Glidden, Director of Planning

Capacity Review: 690 Hopmeadow Street

Property's underlying zoning **SCZ**

Gross acreage available **3.24**

gpd, allocated flow from the site **5919 ***

Proposed development	sq.ft.	gpd
Existing Use - Office	23446	-2345
New Use		
284 Seat Restaurant		2840
Office Space	1920	192
Apartments - 6 Bedrooms		900
1-Studio FCC \$2865		
3-1 Bedroom FCC each \$2865		
1-2 Bedroom FCC \$3275		

Total projected use from site 3932
 Total new use from site 1587

Calc'd Applied

FCC units	7.55	6.87
Facility Connection Charge		\$28,126

REVISED:

* Allocation waiver granted by WPCA to 11000 GPD

Constants	
43560	sq.ft./acre
15000	R15 sq.ft./lot
3	R15 bedrooms/lot
0.85	R15 building lot % available
40000	R40 minimum building lot square feet
3.2	R40 & R80 bedrooms/lot
0.8	R40 building lot % available
80000	R80 minimum building lot square feet
0.75	R80 building lot % available
0.4	B1 percent maximum floor area
1100	B1 allocation, gpd/vacant acre
1827	B2,B3, SCZ allocation, gpd/vacant acre
3220	I1 allocation, gpd/vacant acre
3400	I2 allocation, gpd/vacant acre
150	gpd/bedroom
15	gal/person-day, low range, day school, with cafeteria and showers
21	gal/person-day, high range, day school, with cafeteria and showers
0.1	office/large retail/commercial bldg, flow per sq.ft. gross area
20	bar/cocktail lounge, gpd/seat
8	restaurant, without bar, gpd/customer
10	Restaurant, gpd/seat
1.5	Takeout, gal/meal served
10	retail, gpd/employee
50	beauty salon, per chair
210	gallons per EDU
4095	Facility Connection Charge, \$/unit
2500	sq.ft. per FCC unit, Office, Retail, Commercial

NOTE 1:

The Simsbury Sewer Use Ordinance prohibits discharge of non-contact cooling water and condensate to the sanitary sewage system. Permission of the Simsbury WPCA would be required for this method of non-contact cooling water or condensate disposal.

overhang of its gabled roof. The Central of New England Railroad Station, 736 Hopmeadow Street, ca.1880, is a one-story frame rectangular building, with bracketed roof overhang.

Modest commercial and industrial development, perhaps aided by railroad transportation, occurred in the district late in the 19th century and early in the 20th century. The turn-of-the-century one- and two-story brick industrial building at 9 Phelps Lane features bays divided by pilasters and corbeled roof line in the district's only display of such brick-laying craftsmanship. The adjoining small frame gable-roofed house at 5 Phelps Lane, 1883, has a distinctive recessed porch at a front corner. The Welden Hardware Company's three-story brick building, 10-14 Station Street, 1900, is a vernacular but well-preserved commercial block representative of its time.

Accommodation for travelers brought by rail was provided at the Maple Tree Inn, 781 Hopmeadow Street, 1897, a gambrel-roofed frame building which is one of a row of three. To its south is 765-767 Hopmeadow Street, ca.1900, a frame house with first- and second-floor front porches. To its north is 783-789 Hopmeadow Street, ca. 1910, an American Four-Square house now with retail space at first floor. Its first-floor retail space has a front pent roof which extends along a 1920 rectangular cinder-block building, 775-779 Hopmeadow Street, located in front of two adjoining frame houses, 781 Hopmeadow Street and 765-867 Hopmeadow Street, which are set back farther from the street. The arrangement is an example of early adaptation to commercial use along Hopmeadow Street.

In early 20th century the dominant forces in the district's development were three prominent Simsbury families, Eno, Belden, and descendants of Joseph Toy. Amos Eno, son-in-law of Elisha Phelps, a Simsbury native who made a fortune in New York City real estate, owned the brick house at 731 Hopmeadow Street, built in 1822 in the Federal style, which underwent major Colonial Revival alterations. He was the donor of Simsbury Free Library, 749 Hopmeadow Street, 1887 (Photograph 2), an early example of work in the Colonial Revival style by Melvin H. Hapgood, architect. His daughter, Antoinette Eno Woods, made the extensive changes and additions to her father's house at 731 Hopmeadow Street at the turn of the century, at which time it assumed its present Colonial Revival-style appearance. Her philanthropy provided the funds for Eno Memorial Hall, 754 Hopmeadow Street, 1932, Smith & Bassette, architects (Photograph 3), which is an elaborate and skillful essay in the Colonial Revival style now in an excellent state of preservation.

Horace Belden supported the town in a variety of ways. In 1872 he was a founder of the Simsbury Water Company, now housed in a 1933 building at 6 Station Street. A notable philanthropy was his gift to the town of the Horace Belden School, now Simsbury Town Office Building, 933 Hopmeadow Street, 1907, Edward T. Hapgood, architect (Photograph 9). It is a one-story solid brownstone ashlar building designed in an eclectic combination of Richardsonian Romanesque and Gothic Revival styles. The Simsbury Grammar School, 1913, up the hill to the west, is also a brownstone building; it displays Renaissance Revival influence in its design.

Joseph Toy was a founder of the fuse-manufacturing company which became Ensign-Bickford Company, still the town's largest employer. Through marriages of his daughters, ownership of the company was continued in the Ensign, Ellsworth, and Darling families. Ralph H. Ensign donated \$50,000 for the 1909 Methodist Episcopal Church, 799 Hopmeadow Street (Photographs 5, 6). George Keller, Hartford's leading 19th-century architect, who received the commission, designed what he referred to as a "Modern Gothic" brownstone edifice in an example of the less angular and more unified work characteristic of the maturity that came toward the end of his career. Joseph R. Ensign built the large two-story brownstone house at 690 Hopmeadow Street, 1909, for which the architect is unknown. Its red

sandstone stable/garage stands across the street at 700 Hopmeadow Street. He also organized the Simsbury Bank & Trust Company, 760 Hopmeadow Street, 1917, Smith & Bassette, architects. The bank is a two-story Colonial Revival commercial building of red brick with two-story fluted pilasters and roof-line balustrade, which was also used for stores and offices.

The frame Darling house at 720 Hopmeadow Street burned in 1918, to be replaced by the existing Robert and Julia Darling House, 1927, architect unknown, again an example of the Colonial Revival in red brick with white trim. The earlier Darling stables on Mall Way, 1904-1914, are a large U-shaped two-story complex in red sandstone with gable roof, partially slate-covered. One stem of the U terminates in a house. The former Harry E. Ellsworth House is no longer standing, but is remembered by its frame caretaker's cottage, 740 Hopmeadow Street, 1900, distinctive for its square cupola, and by the Ellsworth icehouse, 1889, on Massacoh Plantation, 800 Hopmeadow Street. The Ellsworth family also gave to the town the memorial gateway to Simsbury Center Cemetery, 755 Hopmeadow Street, 1922, and Emmet and Annie Ellsworth Schultz Park, 1976.

The range of buildings in the district spans three centuries and a wide variety of types, functions, and architectural styles representative of Simsbury Center's development from colonial settlement to the present.

Inventory

C and NC in the first column indicate whether the resources are considered to be contributing or non-contributing to the historic and architectural significance of the district. Dates are taken from the Historic and Architectural Resource Survey of Simsbury Center and/or Assessor's field cards.

C/ NC	Address	Year	Description
C	689 Hopmeadow Street	1830	First Church of Christ. 2-story Federal/Greek Revival frame church with pedimented pavilion and 3-stage steeple. Isaac Damon, architect. (Photograph 1)
C	690 Hopmeadow Street	1909	Joseph R. Ensign House. Large 2-story brownstone Italianate asymmetrical structure with tile roof. William M. Ketchin, builder.
C	695 Hopmeadow Street	1839	Simsbury Townhouse. 1-story frame Greek Revival structure with tetrastyle portico under flush pediment. Listed on the National Register of Historic Places.
C	700 Hopmeadow Street	ca.1905	Joseph R. Ensign House Garage. 1-story rectangular brownstone gable-roofed building.
C	720 Hopmeadow Street	1927	Robert and Julia Darling House (part of parcel, see map). 2-story Colonial Revival brick 23-room house. Listed on National Register of Historic Places.



Town of Simsbury

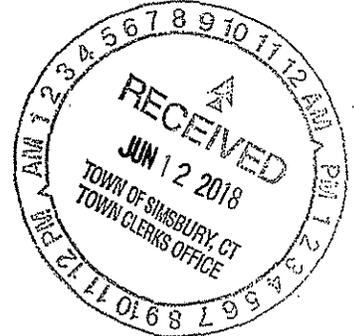
933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Office of Community Planning and Development

June 12, 2018

Mark Scully
29 Notch Road
West Simsbury CT 06070



REFERENCE: Application #18-25 of Solectran, LLC, Owner, for a Site Plan Amendment for a change of use on the property located at 690 Hopmeadow Street (Assessor's Map G11, Block 132, Lot 053). Zones SC-1 and SC-3

Dear Mr. Scully:

The Town of Simsbury's Zoning Commission, at a regular meeting held on Monday, June 4, 2018, approved, with modifications and conditions, your application for a Site Plan Amendment for a change of use on the property located at 690 Hopmeadow Street.

The site plan amendment is subject to the following conditions of approval:

1. An administrative zoning permit is required for the change in use.
2. For issuance for an administrative zoning permit the final plan shall incorporate the following changes:
 - a. Plans are to be signed and sealed by all applicable professionals.
 - b. Sidewalk improvements depicted in the state right of way are to be removed from the plans
 - c. Spot grades are to be provided in area of ADA compliant parking locations and associated travel paths in order to demonstrate ADA compliance on sheet LL.1
 - d. Detail for the cable railing for proposed deck to be added to Sheet A-2.1
 - e. Written approval from Town Engineer
 - f. Grading details for proposed feature (fountain/patio) within northern end of lawn to be added to Sheet LG.1
 - g. Provided two complete paper sets of final plans to the Planning Department.
 - h. Mylars of Sheets LL1 and LLG1 to be provided to the Planning Department.
3. A pre-construction meeting is required with Zoning Enforcement Officer and applicable town staff prior to start of site work.
4. Approval is for work within site. Any work within the state right of way requires approval from CTDOT district 4. Said approvals are to be secured before work commences in the right of way.
5. The Zoning Commission authorizes staff on behalf of them to approve minor modifications to the approved plans such as changes to grading and/or landscaping.

Telephone (860) 658-3245
Facsimile (860) 658-3206

An Equal Opportunity Employer
www.simsbury-ct.gov

8:30 - 7:00 Monday
8:30 - 4:30 Tuesday through Thursday
8:30 - 1:00 Friday

Said requests for changes are to be made in writing and approved by Planning Department staff prior to implementation in the field.

- 6. Approval is for the change in use only. Separate approvals are required for signage and liquor licenses.

If you have any questions, you can reach me at 860-658-3252 or mglidden@simsbury-ct.gov.

Very Truly Yours,



Michael Glidden CFM CZEO
Assistant Town Planner

- cc: Jeff Shea, Town Engineer
Robin Newton CZEO, Code Compliance Officer
Planning Department File
Building Department File
Town Clerk
Assessor's Office

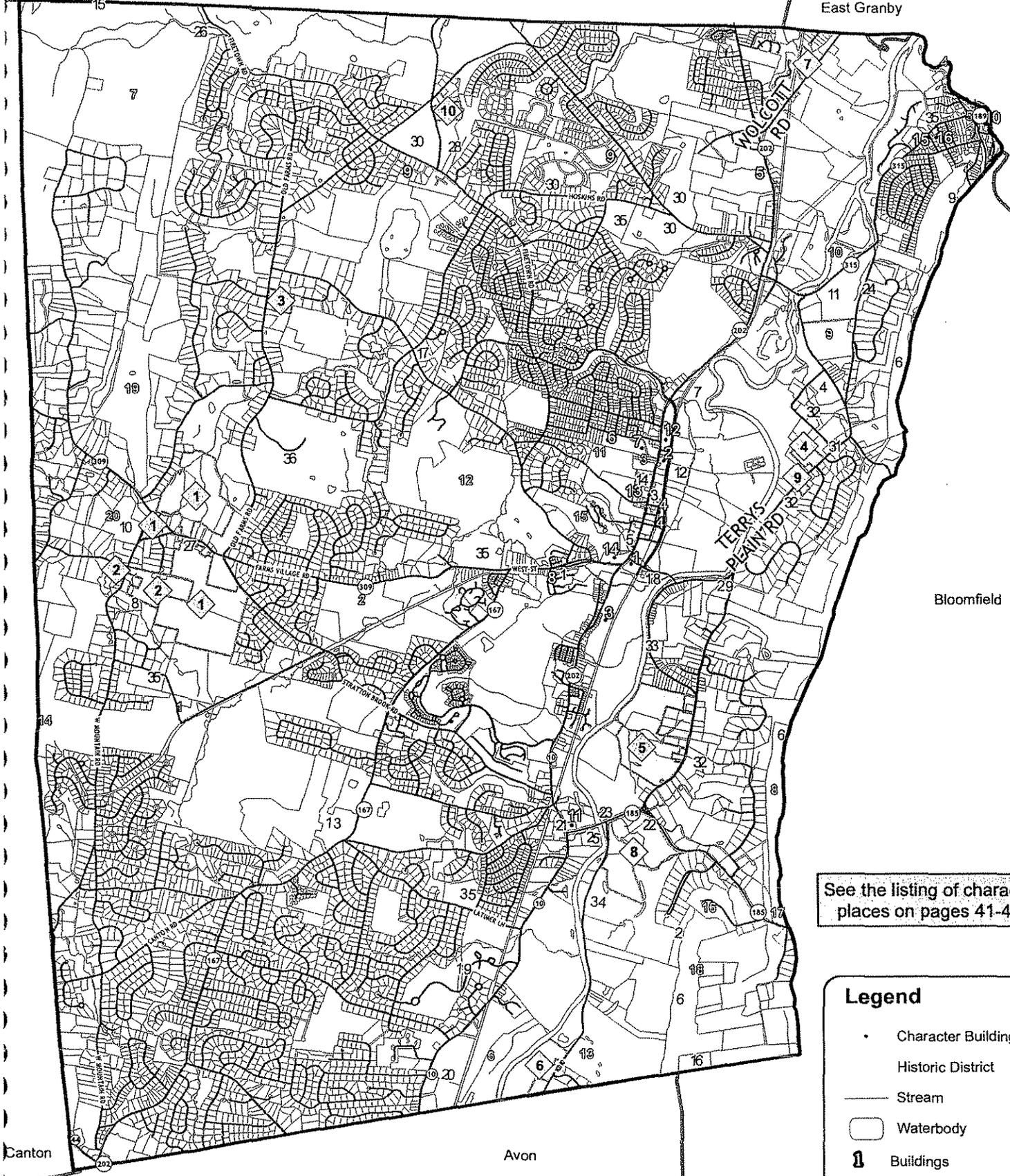
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature</p> <p>X <i>Mh</i> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p><i>Mark Scully</i> <i>29 Notch Rd</i> <i>West Simsbury CT 06092-2710</i></p>	<p>B. Received by (Printed Name)</p> <p><i>MARK SCULLY</i></p>	<p>C. Date of Delivery</p> <p><i>6/19/18</i></p>
<p>2. Article Number (Transfer from service label)</p> <p><i>7018 0040 0001 1445 0773</i></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail Restricted Delivery</p>	
<p>9590 9402 3654 7335 1740 35</p>	<p>PS Form 3811, July 2015 PSN 7530-02-000-9053 <i>2018-25</i> Domestic Return Receipt</p>	

Character Places

Granby

Simsbury, CT

East Granby



Bloomfield

Canton

Avon

See the listing of character places on pages 41-42.

Legend

- Character Building
- Historic District
- Stream
- Waterbody
- 1 Buildings
- 2 Aesthetic Places
- 3 Farms
- 4 Parks and Recreation

4,250 Feet

What We Want To Protect – Maintain And Enhance Community Character

Adaptive Re-Use

Since older buildings may outlive their original purposes, adaptive re-use is a process where older buildings are adapted for new uses while retaining their historic features.

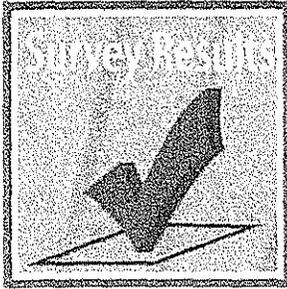
For example:

- an old factory may become an apartment building,
- a church may become a restaurant (or a restaurant may become a church),
- an old house may be converted to office use.

C. PROTECTION / REGULATION –Simsbury will:	Leader	Partners
1. Support efforts to protect historic sites and areas.	Town	HDC SHS
2. Consider historic and archeologic resources as part of land use applications.	Town	ZC PC
<input type="checkbox"/> a. Amend the Subdivision Regulations to require consideration of historic and archeologic resources.	PC	
<input type="checkbox"/> b. Amend the Zoning Regulations to require consideration of historic and archeologic resources and preservation of such resources, where possible.	ZC	
<input type="checkbox"/> c. Adopt regulations to protect archeological resources.	Town	
3. Support the establishment of local historic districts (a regulatory approach) where supported by affected owners.	Town	
4. Retain the Town's Delay of Demolition Ordinance.	BOS	
<i>Code legend is on inside back cover</i>		

D. ADAPTATION / RE-USE –Simsbury will:	Leader	Partners
1. Consider allowing adaptive reuse of historic buildings (residential, commercial, governmental and industrial) if that will be instrumental in preserving them.	ZC	
2. Maintain the architectural integrity of historic structures and sites when adapted for re-use for commercial, industrial or residential purposes.	DRB	ZC HDC SHS
3. Encourage preservation of the historic character of structures and sites and the restoration / maintenance of such buildings in an appropriate way.	Town	HDC SHS
<i>Code legend is on inside back cover</i>		

E. PROGRAMS –Simsbury will:	Leader	Partners
1. Pursue and promote financial incentives for preservation (grants, tax incentives, loans, easements, assessment deferrals, etc.)	Town	
2. Use techniques such as open space cluster zoning to preserve historic buildings and sites.	Town	ZC PC
3. Maintain Simsbury's designation as a Certified Local Government in the National Historic Preservation Program in order to be eligible for grants and other assistance.	Town	HDC
<i>Code legend is on inside back cover</i>		



In the telephone survey, participants were asked whether they agreed or disagreed with the following statements:

Simsbury should look at how to provide for more housing in Simsbury Center.

Strongly agree	7%
Agree	29%
Not sure	9%
Disagree	49%
Strongly disagree	6%

The design of buildings is an important consideration in any new development in Simsbury Center.

Strongly agree	36%
Agree	55%
Not sure	3%
Disagree	6%
Strongly disagree	1%

8.3 Strengthen and enhance Simsbury Center as the primary focal point in the community.

A. OVERALL INTENSITY / ACTIVITY –Simsbury will:	Leader	Partners
1. Encourage greater density and intensity in Simsbury Center to help create a larger “critical mass” and a greater sense of activity provided it enhances the character of the Center.	Town	ZC
2. Work cooperatively with the Simsbury Main Street Partnership to increase the economic success of Simsbury Center.	Town	EDC MSP
3. Encourage infill development between Hopmeadow Street and Iron Horse Boulevard.	Town	EDC MSP
<input type="checkbox"/> a. Seek to make state-owned land in Simsbury Center available for local development purposes.	Town	EDC
<i>Code legend is on inside back cover</i>		

B. BUILT FORM –Simsbury will:	Leader	Partners
1. Strengthen the “pedestrian-friendly environment” in Simsbury Center.	Town	DRB ZC
2. Maintain a “form-based” approach to development in Simsbury Center.	ZC	
<input type="checkbox"/> a. Enhance the “form-based code” for Simsbury Center to add architectural and landscape guidelines.	ZC	
3. Preserve historic buildings in Simsbury Center and guide the design of new buildings to fit into the fabric of the area.	ZC	DRB
<input type="checkbox"/> a. Establish a “village district” (in accordance with CGS 8-2j), if needed, to help ensure development is consistent with the character of the Center.	ZC	
<i>Code legend is on inside back cover</i>		

C. EXTENT –Simsbury will:	Leader	Partners
1. Consider extending the Simsbury Center zone to include the Ensign-Bickford complex in the future, if appropriate.	ZC	
<input type="checkbox"/> a. Develop a preliminary adaptive re-use plan to prepare for the possibility that the former Ensign-Bickford complex might become a multi-user facility someday.	Town	
<i>Code legend is on inside back cover</i>		

How We Want To Grow – Promote Places With A Sense of Place

D. MIXED USES –Simsbury will:		Leader	Partners
1.	Encourage or require multi-story buildings in Simsbury Center, preferably mixed-use <u>buildings</u> .	ZC	
2.	Maintain regulations that permit residential use, including a mixed-use <u>development</u> within the Simsbury Center area.	ZC	
		Code legend is on inside back cover	

E. PEDESTRIAN-ORIENTED IMPROVEMENTS –Simsbury will:		Leader	Partners
1.	Provide for a system of sidewalk, crosswalk, and streetscape improvements throughout Simsbury Center to establish a safe and welcoming pedestrian environment.	Town	
	<input type="checkbox"/> a. Improve wayfinding for pedestrians and vehicles.	Town	MSP
	<input type="checkbox"/> b. Complete landscaping, lighting, signage, and gateway improvements recommended in the Simsbury Center Streetscape Study.	Town	
2.	Encourage or require new developments to provide pedestrian improvements and amenities.	ZC	
		Code legend is on inside back cover	

F. OTHER IMPROVEMENTS –Simsbury will:		Leader	Partners
1.	Promote the safe and convenient movement of traffic into and through the Town Center.	Town	DOT
2.	Address infrastructure improvements (if any) needed to support the desired development program in the Center.	Town	
3.	Continue to support other improvements in and near Simsbury Center (such as at the Performing Arts Center) that will help create a vibrant and interesting area.	Town	
		Code legend is on inside back cover	

G. MANAGEMENT –Simsbury will:		Leader	Partners
1.	Explore creation of a Special Services District in order to coordinate marketing, streetscape improvement, and other programs to benefit the Town Center.	Town	
2.	Encourage improvement of “under-performing” business properties in Simsbury Center.	Town	EDC MSP
3.	Reduce or minimize the impact of less attractive features (such as loading areas, mechanical equipment, etc.).	ZC	
4.	Encourage the “undergrounding” of overhead utility wires as opportunities arise.	Town	
		Code legend is on inside back cover	

Mixed Use

The term “mixed use” is used to refer to a situation where residential and business uses exist on the same site. For many years, zoning in suburban communities was focused on the separation of uses. In recent years, there has been interest in encouraging or requiring mixed uses as part of creating vibrant and pedestrian friendly environments in town centers and other areas.

There are two separate mixed use concepts expressed in the POCD:

- Mixed use buildings are where the two uses are in the same structure, typically with business uses at street level and residential uses above.
- Mixed use development is when the two uses are on the same site or in the same development but not in the same structure.

How We Want To Grow – Guide Residential Development

B. LIMITED MEANS –Simsbury will:		Leader	Partners
1.	Seek to promote housing choices for persons of limited economic means.	Town	SHA
2.	Encourage new residential development to include units for lower-income families.	ZC	
3.	Seek to obtain grants and loans in order to help persons and families of limited means provide for: <ul style="list-style-type: none"> • rehabilitation of existing housing units; or • construction of new units. 	Town	SSS SHA
		<i>Code legend is on inside back cover</i>	

10.3 Relate residential zoning to the desired overall structure of the community.

A. RESIDENTIAL DENSITY –Simsbury will:		Leader	Partners
1.	Consider whether undeveloped residential areas <u>outside the sewer service area</u> should be rezoned to R-80 in order to assure adequate water supply and sewage disposal.	ZC	
		<i>Code legend is on inside back cover</i>	

B. OPEN SPACE PATTERNS –Simsbury will:		Leader	Partners
1.	Evaluate all proposed residential developments for their feasibility as open space cluster development in order to recommend the more appropriate development pattern.	PC	
2.	Support open space cluster development where such development will help preserve important resources.	PC	
		<i>Code legend is on inside back cover</i>	

C. CONCURRENCY –Simsbury will:		Leader	Partners
1.	Require concurrency as part of any mixed-use <u>development</u> so business development occurs on a pro rata basis with any residential units.	ZC	
	<input type="checkbox"/> a. Amend the Zoning Regulations to require concurrency of as part of a mixed use development.	ZC	
		<i>Code legend is on inside back cover</i>	



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

To: Maria Capriola, Town Manager
From: Amy Meriwether, Finance Director/Treasurer
CC: Michael Glidden, Planning Director
David Gardner, Assessor
Date: November 8, 2018
Re: Business Development Assistance Application – 690 Hopmeadow Street

An application for business development assistance was received by the Town of Simsbury on September 24, 2018 by Solectran LLC in reference to the property located at 690 Hopmeadow Street. The applicant is requesting tax abatements and fee waivers totaling \$633,754. Below is a breakdown of the requested abatements and waivers:

- Ten year tax abatement, starting FY2019/20 – FY2028/29 - \$571,690
- Sewer hookup charge - \$28,126
- Construction permit - \$18,848
- HVAC equipment permit - \$8,556
- Plumbing permit - \$3,250
- Electrical permit - \$2,170
- Fire sprinkler permit - \$800
- Demolition permit - \$314

After a detailed review of the application, the following comments are being submitted for further consideration in the full/partial granting of the request for assistance:

- The taxes associated with this property for FY19 and FY20 are \$28,171 and \$28,734, respectively. Under the proposed abatement request, it will take seven (7) years to attain the same value of tax revenue the town is currently receiving.
- The current town policy only allows for a seven (7) year abatement. This was consistent with State statute at the time of the policy. David Gardner, Assessor, reviewed the most recent State statute noting it was increased to ten (10) years.

- Sewer Hookup Fee (\$28,126) –The Water Pollution Control Authority (WPCA) charges all citizens and businesses for sewer hookup regardless of circumstances. Per discussion with Tony Piazza, WPCA Superintendent, if the applicant would like to pursue a sewer hookup waiver this has to be applied for via the WPCA. Based on prior practice of the WPCA, the Superintendent felt it would be highly unlikely this request would be approved.



Assessor Town of Simsbury

933 HOPMEADOW STREET
SIMSBURY, CONNECTICUT 06070

November 8, 2018

To: Maria Capriola, MPA, Town Manager
From: David Gardner, Assessor
Re: Ensign House Business Development Assistance Application

The year reference on the tax projection table is the grand list year, so the fiscal year ending will be, for 10/1/2020, FYE 6/30/2022, and so forth.

I expect the first year tax to be about \$53,000 rounded to the nearer \$1,000, compared with the estimate in the application of \pm \$68,000 or about 78% as much. Reducing the 10 year abatement totals proportionately would make the estimated total tax about \$645,000, the abatement about \$446,000 and the net tax about \$199,000. I would consider this to a conservative estimate of the tax, so it may be higher.

Since the requested abatement is a per cent of the amount of tax otherwise due, an overestimation affects chiefly the amount of the abatement rather than the amount of tax the town would receive, especially in the earlier years of the proposed 10-year abatement.

Telephone (860) 658-3251
Facsimile (860) 658-3285

www.simsbury-ct.gov

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



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Discussion Regarding Sale and Distribution of Tobacco/Nicotine/Vaping Products
2. **Date of Board Meeting:** December 17, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Eric Wellman, First Selectman
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
No action is required for this item; the purpose is to introduce discussion on the topic.
5. **Summary of Submission:**
Tobacco products have been known as addictive substances for quite some time now. Throughout the country there has been an initiative to raise the minimum age to purchase these products from the current age of 18 to a proposed age of 21. Proponents of this say it will help keep tobacco products out of schools and help keep the younger population away from the products. That will in turn lower the amount of people that are addicted to the products and in return will also allow the general population to be healthier.

In Connecticut, Hartford is the only municipality to pass an ordinance that has risen the purchase age to 21. An attachment to this cover memo provides a listing of municipalities throughout the country that have enacted ordinances to raise the purchase age to 21. Other Towns in Connecticut have started to discuss the sale of tobacco products. Avon's Council Chairperson requested discussion on the topic, which occurred at their November 14th meeting.¹ South Windsor's Mayor also requested discussion on the topic, which occurred at their December 3rd Town Council meeting². In our neighboring state of Massachusetts 182 towns have increased the purchase age to 21.

The Federal purchase age is 18 years old, but the law does allow state and local laws to raise that age. The Connecticut General Assembly introduced Bill #164 in February 2018 to the Public Health Committee. This Bill is co-sponsored by 43 Senators and Representatives. This Bill passed the Public Health Committee by a 22-4 vote on March 26th. On April 18, 2018 it was referred to the Committee on Finance, Revenue and Bonding. At the Committee's April 24, 2018 the Bill was held from a vote.

¹ Agenda item called "Discussion Regarding Sale and Distribution of Tobacco/Nicotine/Vaping Product"

² Agenda item titled, "Discussion Item: Changing the Age for the Purchase of Cigarettes, Vapor, Tobacco, and Paraphernalia (requested by Mayor Anwar)"

At the December 6, 2018 Farmington Valley Collaborative meeting this topic was discussed. The Farmington Valley Collaborative is preparing a letter that will advocate for state officials to implement legislation to raise the purchase age to 21. When the letter is prepared, it will be shared with the full Board. First Selectman Wellman will then determine if the full Board is in support of authorizing him to sign off on such a letter. Additionally, if towns in the region decide to pursue local ordinances on this topic, the group discussed working together to develop a model ordinance that could be utilized by towns in the region. One item of note is that local enforcement of the ordinance may prove difficult or have challenges.

6. Financial Impact:

None

7. Description of Documents Included with Submission:

- a) Campaign for Tobacco-Free Kids[®] October 29, 2018 List of States and Localities Where the Purchase Age is 21
- b) Connecticut General Assembly Bill 164
- c) City of Hartford Ordinance, "An Ordinance Raising Minimum Age for Sale and Distribution of Nicotine Products"



STATES AND LOCALITIES THAT HAVE RAISED THE MINIMUM LEGAL SALE AGE FOR TOBACCO PRODUCTS TO 21

As of October 29, 2018, six states – California, New Jersey, Massachusetts, Oregon, Hawaii and Maine – have raised the tobacco age to 21, along with at least 350 localities, including New York City, Chicago, San Antonio, Boston, Cleveland, Minneapolis, and both Kansas Cities. Some of the localities are in the states that subsequently enacted statewide laws.

States

Hawaii (effective 1/1/16)
California (effective 6/9/16)
New Jersey (effective 11/1/17)
Oregon (effective 1/1/18)
Maine (effective 7/1/18)
Massachusetts (effective 12/31/18)

Localities

Alaska (1)

1. Sitka

Arizona (2)

1. Cottonwood
2. Douglas

Arkansas (3)

1. Harrison
2. Helena/West Helena
3. Phillips County

California (16)¹

1. Arvin
2. Elk Grove
3. Fairfax
4. Healdsburg
5. Kern County
6. Los Gatos
7. Novato
8. Palo Alto
9. San Francisco City/Ctny
10. Santa Clara County
11. Santa Cruz County
12. Saratoga
13. Scotts Valley
14. Sonoma County
15. South El Monte
16. South Pasadena

Colorado (4)

1. Aspen
2. Avon
3. Basalt
4. Carbondale

Connecticut (1)

1. Hartford

Hawaii (1)

1. Hawaii County

Illinois (27)

1. Aurora
2. Barrington
3. Berwyn
4. Bolingbrook
5. Buffalo Grove
6. Chicago
7. Deerfield
8. Elgin
9. Elk Grove
10. Evanston
11. Glen Ellyn
12. Gurnee
13. Highland Park
14. Hopkins Park
15. Lake County²
16. Lincolnshire
17. Maywood
18. Mundelein
2. Naperville
3. Oak Park
4. Peoria

Illinois (cont'd)

5. Riverwoods
6. Skokie
7. Vernon Hills
8. Washington
9. Wheaton
10. Wilmette

Kansas (22)

1. Bonner Springs
2. Douglas County²
3. Garden City
4. Holcomb
5. Iola
6. Johnson County²
7. Kansas City/Wyandotte Cty
8. Lansing
9. Leavenworth
10. Leawood
11. Lenexa
12. Merriam
13. Mission Hills
14. Olathe
15. Overland Park
16. Parsons
17. Prairie Village
18. Roeland Park
19. Shawnee County²
20. Topeka³
21. Westwood Hills
22. Westwood

Maine (1)

1. Portland

Massachusetts (182) ⁴

1. Acton
2. Adams
3. Agawam
4. Amherst
5. Andover
6. Arlington
7. Ashland
8. Attleboro
9. Avon
10. Ayer
11. Bedford
12. Belchertown
13. Belmont
14. Beverly
15. Blackstone
16. Boston
17. Braintree
18. Brewster
19. Bridgewater
20. Brimfield
21. Brockton
22. Brookline
23. Buckland
24. Burlington
25. Cambridge
26. Canton
27. Carver
28. Charlemont
29. Chatham
30. Chelmsford
31. Chelsea
32. Chicopee
33. Chilmark
34. Cohasset
35. Concord
36. Conway
37. Danvers
38. Dedham
39. Deerfield
40. Dover
41. Duxbury
42. East Longmeadow
43. Eastham
44. Easthampton
45. Easton
46. Edgartown
47. Egremont
48. Essex
49. Everett
50. Falmouth
51. Foxboro
52. Framingham

Massachusetts (cont'd)

53. Franklin
54. Georgetown
55. Gill
56. Gloucester
57. Grafton
58. Great Barrington
59. Greenfield
60. Groton
61. Hadley
62. Halifax
63. Hamilton
64. Hanover
65. Harvard
66. Harwich
67. Hatfield
68. Holbrook
69. Holden
70. Holliston
71. Holyoke
72. Hopedale
73. Hopkinton
74. Hudson
75. Hull
76. Kingston
77. Lanesborough
78. Lancaster
79. Lawrence
80. Lee
81. Lenox
82. Leverett
83. Lexington
84. Lincoln
85. Longmeadow
86. Lowell
87. Lynn
88. Malden
89. Mansfield
90. Marblehead
91. Marion
92. Marlborough
93. Marshfield
94. Mashpee
95. Maynard
96. Medfield
97. Medford
98. Medway
99. Melrose
100. Mendon
101. Methuen
102. Middleton
103. Milford
104. Millis
105. Milton
106. Montague
107. Natick

Massachusetts (cont'd)

108. Needham
109. Newton
110. Norfolk
111. North Adams
112. North Andover
113. North Attleboro
114. North Reading
115. Northborough
116. Northampton
117. Norton
118. Norwell
119. Norwood
120. Oak Bluffs
121. Orleans
122. Peabody
123. Pembroke
124. Pittsfield
125. Plainville
126. Plymouth
127. Provincetown
128. Randolph
129. Raynham
130. Reading
131. Revere
132. Rockport
133. Salem
134. Saugus
135. Scituate
136. Sharon
137. Shelburne
138. Sherborn
139. Shrewsbury
140. Somerville
141. South Hadley
142. Southampton
143. Southborough
144. Southwick
145. Spencer
146. Springfield
147. Stockbridge
148. Stoneham
149. Stoughton
150. Stow
151. Sudbury
152. Sunderland
153. Swampscott
154. Tewksbury
155. Tisbury
156. Topsfield
157. Townsend
158. Tyngsborough
159. Wakefield
160. Walpole
161. Waltham
162. Wareham

Massachusetts (cont'd)

163. Watertown
164. Wayland
165. Wellesley
166. Wellfleet
167. Westboro
168. West Boylston
169. Westfield
170. Westford
171. Weston
172. Westwood
173. Whately
174. Whitman
175. Wilbraham
176. Williamstown
177. Wilmington
178. Winchester
179. Winthrop
180. Woburn
181. Worcester
182. Yarmouth

Michigan (2)

1. Ann Arbor
2. Genesee County³

Minnesota (12)

1. Bloomington
2. Edina
3. Excelsior
4. Falcon Heights
5. Minneapolis
6. Minnetonka
7. North Mankato
8. Plymouth
9. Richfield
10. Roseville
11. Shoreview
12. St. Louis Park
13. St. Peter

Mississippi (1)

1. Adams County²

Missouri (17)

1. Columbia
2. Crestwood
3. Des Peres
4. Excelsior Springs
5. Gladstone
6. Grandview
7. Independence
8. Jackson County²
9. Jefferson City
10. Kansas City
11. Lee's Summit

Missouri (cont'd)

12. Liberty
13. Parkville
14. Peculiar
15. Raymore
16. St. Louis City
17. St. Louis County

New Hampshire (1)

1. Dover

New Jersey (28)

1. Belleville
2. Bergenfield
3. Bloomingdale
4. Bogota
5. Bradley Beach
6. Cedar Grove
7. East Orange
8. East Rutherford
9. Englewood
10. Fairlawn
11. Garfield
12. Haledon
13. Hanover
14. Highland Park
15. Maplewood
16. Oradell
17. Paterson
18. Princeton
19. Raritan
20. Rutherford
21. Sayreville
22. Teaneck
23. Tenafly
24. Trenton
25. Union City
26. West Orange
27. Westwood
28. Wyckoff

New York (23)

1. Albany County
2. Baxter Estates
3. Cattaraugus County
4. Chautauqua County
5. Cortland County
6. Essex County
7. Great Neck Plaza
8. Hempstead
9. Long Beach
10. Nassau County
11. New Castle
12. New York City
13. North Hempstead
14. Onondaga County

New York (cont'd)

15. Orange County
16. Port Washington North
17. Rockland County
18. Schenectady County
19. Suffolk County
20. Sullivan County
21. Tompkins County
22. Westchester County
23. Williston Park

Ohio (15)

1. Akron
2. Bexley
3. Cleveland
4. Cleveland Heights
5. Columbus
6. Dublin
7. Euclid
8. Grandview Heights
9. Kent
10. New Albany
11. Norton
12. Powell
13. Upper Arlington
14. Wickliffe
15. Worthington

Oregon (1)

1. Lane County

Rhode Island (2)

1. Barrington³
2. Central Falls

Texas (1)

1. San Antonio

Washington, DC

¹CA localities courtesy of ANR

² Only applies to unincorporated areas of the County

³Challenged in court

⁴ MA localities courtesy of the Municipal Tobacco Control Technical Assistance Program



Senate

General Assembly

File No. 387

February Session, 2018

Senate Bill No. 164

Senate, April 10, 2018

The Committee on Public Health reported through SEN. GERRATANA of the 6th Dist. and SEN. SOMERS of the 18th Dist., Chairpersons of the Committee on the part of the Senate, that the bill ought to pass.

AN ACT RAISING THE LEGAL AGE TO PURCHASE TOBACCO TO TWENTY-ONE.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

1 Section 1. Subsection (a) of section 12-286a of the general statutes is
2 repealed and the following is substituted in lieu thereof (*Effective*
3 *October 1, 2018*):

4 (a) Each distributor and each dealer, as defined in section 12-285,
5 shall place and maintain in legible condition at each point of sale of
6 cigarettes to consumers, including the front of each vending machine,
7 and each restricted cigarette vending machine a notice which states (1)
8 that the sale, giving or delivering of tobacco products, including
9 cigarettes, to any person under [~~eighteen~~] twenty-one years of age,
10 except a person described in subsection (g) of section 53-344, as
11 amended by this act, is prohibited by section 53-344, as amended by
12 this act, (2) the purchase or misrepresentation of age by a person under
13 [~~eighteen~~] twenty-one years of age, except a person described in

14 subsection (g) of section 53-344, as amended by this act, to purchase
15 cigarettes or tobacco products is prohibited by said section 53-344, and
16 (3) the penalties and fines for violating said section 53-344 and section
17 12-295a.

18 Sec. 2. Subsection (a) of section 12-295 of the general statutes is
19 repealed and the following is substituted in lieu thereof (*Effective*
20 *October 1, 2018*):

21 (a) The commissioner may suspend or revoke the license of any
22 dealer or distributor for failure to comply with any provision of this
23 chapter or regulations related thereto or for the sale or delivery of
24 tobacco in any form to a [minor under eighteen] person under twenty-
25 one years of age, except a person described in subsection (g) of section
26 53-344, as amended by this act, following a hearing with respect to
27 which notice in writing, specifying the time and place of such hearing
28 and requiring such dealer or distributor to show cause why such
29 license should not be revoked, is mailed or delivered to such dealer or
30 distributor not less than ten days preceding the date of such hearing.
31 Such notice may be served personally or by registered or certified mail.

32 Sec. 3. Section 53-344 of the 2018 supplement to the general statutes
33 is repealed and the following is substituted in lieu thereof (*Effective*
34 *October 1, 2018*):

35 (a) As used in this section:

36 (1) "Cardholder" means any person who presents a driver's license
37 or an identity card to a seller or seller's agent or employee, to purchase
38 or receive tobacco from such seller or seller's agent or employee;

39 (2) "Identity card" means an identification card issued in accordance
40 with the provisions of section 1-1h;

41 (3) "Transaction scan" means the process by which a seller or seller's
42 agent or employee checks, by means of a transaction scan device, the
43 validity of a driver's license or an identity card; and

44 (4) "Transaction scan device" means any commercial device or
45 combination of devices used at a point of sale that is capable of
46 deciphering in an electronically readable format the information
47 encoded on the magnetic strip or bar code of a driver's license or an
48 identity card.

49 (b) Any person who sells, gives or delivers to any person under
50 [eighteen] twenty-one years of age tobacco shall be fined not more
51 than two hundred dollars for the first offense, not more than three
52 hundred fifty dollars for a second offense within a twenty-four-month
53 period and not more than five hundred dollars for each subsequent
54 offense within a twenty-four-month period. The provisions of this
55 subsection shall not apply to a person under [eighteen] twenty-one
56 years of age who is delivering or accepting delivery of tobacco (1) in
57 such person's capacity as an employee, or (2) as part of a scientific
58 study being conducted by an organization for the purpose of medical
59 research to further efforts in tobacco use prevention and cessation,
60 provided such medical research has been approved by the
61 organization's institutional review board, as defined in section 21a-408.

62 (c) Any person under [eighteen] twenty-one years of age who
63 purchases or misrepresents such person's age to purchase tobacco in
64 any form or possesses tobacco in any form in any public place shall be
65 fined not more than fifty dollars for the first offense and not less than
66 fifty dollars or more than one hundred dollars for each subsequent
67 offense. For purposes of this subsection, "public place" means any area
68 that is used or held out for use by the public whether owned or
69 operated by public or private interests.

70 (d) (1) A seller or seller's agent or employee may perform a
71 transaction scan to check the validity of a driver's license or identity
72 card presented by a cardholder as a condition for selling, giving away
73 or otherwise distributing tobacco to the cardholder.

74 (2) If the information deciphered by the transaction scan performed
75 under subdivision (1) of this subsection fails to match the information
76 printed on the driver's license or identity card presented by the

77 cardholder, or if the transaction scan indicates that the information so
78 printed is false or fraudulent, neither the seller nor any seller's agent or
79 employee shall sell, give away or otherwise distribute any tobacco to
80 the cardholder.

81 (3) Subdivision (1) of this subsection does not preclude a seller or
82 seller's agent or employee from using a transaction scan device to
83 check the validity of a document other than a driver's license or an
84 identity card, if the document includes a bar code or magnetic strip
85 that may be scanned by the device, as a condition for selling, giving
86 away or otherwise distributing tobacco to the person presenting the
87 document.

88 (e) (1) No seller or seller's agent or employee shall electronically or
89 mechanically record or maintain any information derived from a
90 transaction scan, except the following: (A) The name and date of birth
91 of the person listed on the driver's license or identity card presented by
92 a cardholder; (B) the expiration date and identification number of the
93 driver's license or identity card presented by a cardholder.

94 (2) No seller or seller's agent or employee shall use a transaction
95 scan device for a purpose other than the purposes specified in
96 subsection (e) of section 53-344b, as amended by this act, subsection (d)
97 of this section or subsection (c) of section 30-86.

98 (3) No seller or seller's agent or employee shall sell or otherwise
99 disseminate the information derived from a transaction scan to any
100 third party, including, but not limited to, selling or otherwise
101 disseminating that information for any marketing, advertising or
102 promotional activities, but a seller or seller's agent or employee may
103 release that information pursuant to a court order.

104 (4) Nothing in subsection (d) of this section or this subsection
105 relieves a seller or seller's agent or employee of any responsibility to
106 comply with any other applicable state or federal laws or rules
107 governing the sale, giving away or other distribution of tobacco.

108 (5) Any person who violates this subsection shall be subject to a civil
109 penalty of not more than one thousand dollars.

110 (f) (1) In any prosecution of a seller or seller's agent or employee for
111 a violation of subsection (b) of this section, it shall be an affirmative
112 defense that all of the following occurred: (A) A cardholder attempting
113 to purchase or receive tobacco presented a driver's license or an
114 identity card; (B) a transaction scan of the driver's license or identity
115 card that the cardholder presented indicated that the license or card
116 was valid; and (C) the tobacco was sold, given away or otherwise
117 distributed to the cardholder in reasonable reliance upon the
118 identification presented and the completed transaction scan.

119 (2) In determining whether a seller or seller's agent or employee has
120 proven the affirmative defense provided by subdivision (1) of this
121 section, the trier of fact in such prosecution shall consider that
122 reasonable reliance upon the identification presented and the
123 completed transaction scan may require a seller or seller's agent or
124 employee to exercise reasonable diligence and that the use of a
125 transaction scan device does not excuse a seller or seller's agent or
126 employee from exercising such reasonable diligence to determine the
127 following: (A) Whether a person to whom the seller or seller's agent or
128 employee sells, gives away or otherwise distributes tobacco is
129 [eighteen] twenty-one years of age or older; and (B) whether the
130 description and picture appearing on the driver's license or identity
131 card presented by a cardholder is that of the cardholder.

132 (g) Notwithstanding the provisions of subsections (b) to (f),
133 inclusive, of this section, any person who is eighteen years of age or
134 older prior to October 1, 2018, may purchase and possess tobacco
135 products in any form.

136 Sec. 4. Section 53-344b of the 2018 supplement to the general statutes
137 is repealed and the following is substituted in lieu thereof (*Effective*
138 *October 1, 2018*):

139 (a) As used in this section and sections 21a-415 and 21a-415a:

140 (1) "Electronic nicotine delivery system" means an electronic device
141 that may be used to simulate smoking in the delivery of nicotine or
142 other substance to a person inhaling from the device, and includes, but
143 is not limited to, an electronic cigarette, electronic cigar, electronic
144 cigarillo, electronic pipe or electronic hookah and any related device
145 and any cartridge, electronic cigarette liquid or other component of
146 such device;

147 (2) "Cardholder" means any person who presents a driver's license
148 or an identity card to a seller or seller's agent or employee, to purchase
149 or receive an electronic nicotine delivery system or vapor product from
150 such seller or seller's agent or employee;

151 (3) "Identity card" means an identification card issued in accordance
152 with the provisions of section 1-1h;

153 (4) "Transaction scan" means the process by which a seller or seller's
154 agent or employee checks, by means of a transaction scan device, the
155 validity of a driver's license or an identity card;

156 (5) "Transaction scan device" means any commercial device or
157 combination of devices used at a point of sale that is capable of
158 deciphering in an electronically readable format the information
159 encoded on the magnetic strip or bar code of a driver's license or an
160 identity card;

161 (6) "Sale" or "sell" means an act done intentionally by any person,
162 whether done as principal, proprietor, agent, servant or employee, of
163 transferring, or offering or attempting to transfer, for consideration, an
164 electronic nicotine delivery system or vapor product, including
165 bartering or exchanging, or offering to barter or exchange, an
166 electronic nicotine delivery system or vapor product;

167 (7) "Give" or "giving" means an act done intentionally by any
168 person, whether done as principal, proprietor, agent, servant or
169 employee, of transferring, or offering or attempting to transfer,
170 without consideration, an electronic nicotine delivery system or vapor

171 product;

172 (8) "Deliver" or "delivering" means an act done intentionally by any
173 person, whether as principal, proprietor, agent, servant or employee,
174 of transferring, or offering or attempting to transfer, physical
175 possession or control of an electronic nicotine delivery system or vapor
176 product;

177 (9) "Vapor product" means any product that employs a heating
178 element, power source, electronic circuit or other electronic, chemical
179 or mechanical means, regardless of shape or size, to produce a vapor
180 that may or may not include nicotine, that is inhaled by the user of
181 such product; and

182 (10) "Electronic cigarette liquid" means a liquid that, when used in
183 an electronic nicotine delivery system or vapor product, produces a
184 vapor that may or may not include nicotine and is inhaled by the user
185 of such electronic nicotine delivery system or vapor product.

186 (b) Any person who sells, gives or delivers to any person under
187 [eighteen] twenty-one years of age an electronic nicotine delivery
188 system or vapor product in any form shall be fined not more than two
189 hundred dollars for the first offense, not more than three hundred fifty
190 dollars for a second offense within a twenty-four-month period and
191 not more than five hundred dollars for each subsequent offense within
192 a twenty-four-month period. The provisions of this subsection shall
193 not apply to a person under [eighteen] twenty-one years of age who is
194 delivering or accepting delivery of an electronic nicotine delivery
195 system or vapor product (1) in such person's capacity as an employee,
196 or (2) as part of a scientific study being conducted by an organization
197 for the purpose of medical research to further efforts in tobacco use
198 prevention and cessation, provided such medical research has been
199 approved by the organization's institutional review board, as defined
200 in section 21a-408.

201 (c) Any person under [eighteen] twenty-one years of age who
202 purchases or misrepresents such person's age to purchase an electronic

203 nicotine delivery system or vapor product in any form or possesses an
204 electronic nicotine delivery system or vapor product in any form in
205 any public place shall be fined not more than fifty dollars for the first
206 offense and not less than fifty dollars or more than one hundred
207 dollars for each subsequent offense. For purposes of this subsection
208 "public place" means any area that is used or held out for use by the
209 public whether owned or operated by public or private interests.

210 (d) (1) A seller or seller's agent or employee may perform a
211 transaction scan to check the validity of a driver's license or identity
212 card presented by a cardholder as a condition for selling, giving or
213 otherwise delivering an electronic nicotine delivery system or vapor
214 product to the cardholder.

215 (2) If the information deciphered by the transaction scan performed
216 under subdivision (1) of this subsection fails to match the information
217 printed on the driver's license or identity card presented by the
218 cardholder, or if the transaction scan indicates that the information so
219 printed is false or fraudulent, neither the seller nor any seller's agent or
220 employee shall sell, give or otherwise deliver any electronic nicotine
221 delivery system or vapor product to the cardholder.

222 (3) Subdivision (1) of this subsection does not preclude a seller or
223 seller's agent or employee from using a transaction scan device to
224 check the validity of a document other than a driver's license or an
225 identity card, if the document includes a bar code or magnetic strip
226 that may be scanned by the device, as a condition for selling, giving or
227 otherwise delivering an electronic nicotine delivery system or vapor
228 product to the person presenting the document.

229 (e) (1) No seller or seller's agent or employee shall electronically or
230 mechanically record or maintain any information derived from a
231 transaction scan, except the following: (A) The name and date of birth
232 of the person listed on the driver's license or identity card presented by
233 a cardholder; and (B) the expiration date and identification number of
234 the driver's license or identity card presented by a cardholder.

235 (2) No seller or seller's agent or employee shall use a transaction
236 scan device for a purpose other than the purposes specified in
237 subsection (d) of this section, subsection (d) of section 53-344, as
238 amended by this act, or subsection (c) of section 30-86.

239 (3) No seller or seller's agent or employee shall sell or otherwise
240 disseminate the information derived from a transaction scan to any
241 third party, including, but not limited to, selling or otherwise
242 disseminating that information for any marketing, advertising or
243 promotional activities, but a seller or seller's agent or employee may
244 release that information pursuant to a court order.

245 (4) Nothing in subsection (d) of this section or this subsection
246 relieves a seller or seller's agent or employee of any responsibility to
247 comply with any other applicable state or federal laws or rules
248 governing selling, giving or otherwise delivering electronic nicotine
249 delivery systems or vapor products.

250 (5) Any person who violates this subsection shall be subject to a civil
251 penalty of not more than one thousand dollars.

252 (f) (1) In any prosecution of a seller or seller's agent or employee for
253 a violation of subsection (b) of this section, it shall be an affirmative
254 defense that all of the following occurred: (A) A cardholder attempting
255 to purchase or receive an electronic nicotine delivery system or vapor
256 product presented a driver's license or an identity card; (B) a
257 transaction scan of the driver's license or identity card that the
258 cardholder presented indicated that the license or card was valid; and
259 (C) the electronic nicotine delivery system or vapor product was sold,
260 given or otherwise delivered to the cardholder in reasonable reliance
261 upon the identification presented and the completed transaction scan.

262 (2) In determining whether a seller or seller's agent or employee has
263 proven the affirmative defense provided by subdivision (1) of this
264 section, the trier of fact in such prosecution shall consider that
265 reasonable reliance upon the identification presented and the
266 completed transaction scan may require a seller or seller's agent or

267 employee to exercise reasonable diligence and that the use of a
 268 transaction scan device does not excuse a seller or seller's agent or
 269 employee from exercising such reasonable diligence to determine the
 270 following: (A) Whether a person to whom the seller or seller's agent or
 271 employee sells, gives or otherwise delivers an electronic nicotine
 272 delivery system or vapor product is [eighteen] twenty-one years of age
 273 or older; and (B) whether the description and picture appearing on the
 274 driver's license or identity card presented by a cardholder is that of the
 275 cardholder.

276 (g) Each seller of electronic nicotine delivery systems or vapor
 277 products or such seller's agent or employee shall require a person who
 278 is purchasing or attempting to purchase an electronic nicotine delivery
 279 system or vapor product, whose age is in question, to exhibit proper
 280 proof of age. If a person fails to provide such proof of age, such seller
 281 or seller's agent or employee shall not sell an electronic nicotine
 282 delivery system or vapor product to the person. As used in this
 283 subsection, "proper proof" means a motor vehicle operator's license, a
 284 valid passport or an identity card issued in accordance with the
 285 provisions of section 1-1h.

286 (h) Notwithstanding the provisions of subsections (b) to (f),
 287 inclusive, of this section, any person who is eighteen years of age or
 288 older prior to October 1, 2018, may purchase and possess an electronic
 289 nicotine delivery system or vapor product.

This act shall take effect as follows and shall amend the following sections:		
Section 1	<i>October 1, 2018</i>	12-286a(a)
Sec. 2	<i>October 1, 2018</i>	12-295(a)
Sec. 3	<i>October 1, 2018</i>	53-344
Sec. 4	<i>October 1, 2018</i>	53-344b

PH *Joint Favorable*

The following Fiscal Impact Statement and Bill Analysis are prepared for the benefit of the members of the General Assembly, solely for purposes of information, summarization and explanation and do not represent the intent of the General Assembly or either chamber thereof for any purpose. In general, fiscal impacts are based upon a variety of informational sources, including the analyst's professional knowledge. Whenever applicable, agency data is consulted as part of the analysis, however final products do not necessarily reflect an assessment from any specific department.

OFA Fiscal Note

State Impact:

Agency Affected	Fund-Effect	FY 19 \$	FY 20 \$
Department of Revenue Services	GF - Revenue Loss	2 million	5.2 million
Resources of the General Fund	GF - Potential Revenue Gain	Minimal	Minimal

Note: GF=General Fund

Municipal Impact: None

Explanation

The bill raises, from 18 to 21, the legal age to purchase or possess tobacco products in the state; it exempts anyone age 18 or older as of October 1, 2018. This results in an estimated cigarette and tobacco tax revenue loss of \$2 million in FY 19 and \$5.2 million in FY 20, and a potential minimal increase in annual penalty revenue beginning in FY 19.

The bill results in potential revenue gain from fines by raising the legal age to purchase tobacco products from 18 to 21. In FY 17, 80 violators were fined a total of \$11,625 for related offenses.

This estimated revenue loss is based on information published in the American Journal of Public Health indicating that 3% of smokers are between the ages of 18 and 21 and the average annual cigarette consumption for these smokers is approximately 3,132. Using Connecticut population data, this translates to approximately 11,525 smokers between 18 and 21 consuming approximately 36.1 million cigarettes annually.

The Out Years**State Impact:**

Agency Affected	Fund-Effect	FY 21 \$	FY 22 \$	FY 23 \$
Department of Revenue Services	GF - Revenue Loss	7.8 million	7.8 million	7.8 million
Resources of the General Fund	GF - Potential Revenue Gain	Minimal	Minimal	Minimal

Note: GF=General Fund

Municipal Impact: None

Sources: *American Journal of Public Health "Retail Impact of Raising Tobacco Sales Age to 21 Years"*
Henry J. Kaiser Family Foundation "Percent of Adults Who Smoke"
Judicial Department Offenses and Revenue Database
United States Census Bureau Quick Facts

OLR Bill Analysis**SB 164*****AN ACT RAISING THE LEGAL AGE TO PURCHASE TOBACCO TO TWENTY-ONE.*****SUMMARY**

This bill raises, from 18 to 21, the legal age to purchase or possess in public cigarettes, other tobacco products, and e-cigarettes (i.e., electronic nicotine delivery systems and vapor products). It exempts from the increased age requirement anyone age 18 or older before October 1, 2018.

The bill makes corresponding changes to the laws regarding the sale, delivery, or giving of such products to individuals under the legal age (e.g., updating the age on the required sign that cigarette dealers and distributors must post at the point of sale).

Additionally, the bill extends some of the existing penalties for purchases by minors, or sales to minors, to purchases by or sales to individuals ages 18 to 20. But it does not make corresponding changes to certain penalties that the Department of Revenue Services (DRS) may impose under existing law for cigarette and tobacco purchases and sales involving minors.

EFFECTIVE DATE: October 1, 2018

§§ 3 & 4 — PENALTIES FOR PURCHASE OR POSSESSION

Under existing law and the bill, a person under the legal age who (1) buys cigarettes, other tobacco products, or e-cigarettes; (2) misrepresents his or her age to do so; or (3) possesses one in public, faces a fine of up to \$50 for a first offense and between \$50 and \$100 for each subsequent offense. By law, violators may pay the fine by mail, without making a court appearance (CGS § 51-164n).

By law, the DRS commissioner, after a hearing, may also impose civil penalties on minors who purchase cigarettes or other tobacco products (CGS § 12-295a(a)). The bill does not extend these penalties to individuals ages 18 to 20 who purchase these products.

§§ 2-4 — PENALTIES FOR SALES

Under existing law and the bill, anyone who sells, gives, or delivers cigarettes or other tobacco products or e-cigarettes to someone under the legal age is subject to a maximum fine of:

1. \$200 for a first offense,
2. \$350 for a second offense committed within 24 months, and
3. \$500 for each subsequent offense committed within 24 months.

Under existing law and the bill, this penalty does not apply if the person under the legal age is delivering or accepting delivery of the product (1) in his or her capacity as an employee or (2) as part of a scientific study that meets specified criteria.

As under existing law, the bill allows the DRS commissioner, after a hearing, to suspend or revoke the license of a dealer or distributor who illegally sells or delivers cigarettes or other tobacco products to individuals under the legal age.

Existing law also allows the DRS commissioner, after a hearing, to impose penalties on cigarette dealers, distributors, or their employees, or owners of businesses with cigarette vending machines, for sales to minors (CGS § 12-295a). The bill does not extend these provisions to sales to individuals ages 18 to 20.

BACKGROUND

Electronic Nicotine Delivery Systems and Vapor Products

By law, an “electronic nicotine delivery system” is an electronic device used to simulate smoking in delivering nicotine or another substance to a person who inhales from it. Delivery systems include electronic (1) cigarettes, (2) cigars, (3) cigarillos, (4) pipes, and (5)

hookahs. They also include related devices, cartridges, liquid, or other components.

A “vapor product” uses a heating element; power source; electronic circuit; or other electronic, chemical, or mechanical means, regardless of shape or size, to produce a vapor the user inhales. The vapor may or may not include nicotine (CGS § 53-344b(a)).

Related Bills

sHB 5289, reported favorably by the Public Health Committee, makes various changes to the state’s smoking laws, such as (1) banning smoking and e-cigarette use in any public housing project constructed on or after October 1, 2018 and (2) prohibiting employers from designating areas for smoking or e-cigarette use inside business facilities.

HB 5293, reported favorably by the Public Health Committee, requires retailers of e-cigarettes to sell them to consumers only in a direct, face-to-face transaction, as is already required for the sale of cigarettes and smokeless tobacco.

COMMITTEE ACTION

Public Health Committee

Joint Favorable

Yea 22 Nay 4 (03/26/2018)

Introduced by:
Sponsored by:

Councilman Larry Deutsch
Minority Leader Wildaliz Bermúdez
Councilman Thomas J. Clarke II
Councilwoman Claudine Fox
Councilman John Q. Gale
Majority Leader James Sánchez

HEADING
AND
PURPOSE

AN ORDINANCE AMENDING CHAPTER IV, SECTION 17-87 – 17-101 OF THE
HARTFORD MUNICIPAL CODE

COURT OF COMMON COUNCIL,
CITY OF HARTFORD

September 24, 2018

Be It Hereby Ordained by the Court of Common Council of the City of Hartford that Chapter 4, section 17-87 -17-101, of the Municipal Code of the City of Hartford is hereby amended to include the following ordinance:

Sec.17-87. An Ordinance raising minimum age for sale and distribution of tobacco/nicotine products

Sec. 17-88. - Purpose

Tobacco use is the foremost preventable cause of premature death in the United States, responsible for more than half a million deaths per year in the United States and costing the nation approximately \$300 billion in healthcare and lost worker productivity costs each year; and

- (1) About ninety-five percent (95%) of all adult smokers began smoking before age twenty-one (21), and adolescence is a critical period when smokers move from experimental smoking to addictive, daily use;
- (2) There is strong evidence that those who begin smoking at an early age are more likely to develop a severe addiction to nicotine than those who start at a later age;
- (3) Electronic nicotine delivery system use among adolescents has recently tripled, and use of these systems are associated with and clearly encourage the use of conventional tobacco products;
- (4) Raising the minimum legal sale and distribution age for all tobacco products to twenty-one (21) reduces access to these products by youth, as teens often acquire such products from social networks, including older friends; the vast majority of those providing nicotine and tobacco products for youth 17 and under are themselves between eighteen (18) and twenty (20) years old and are able to purchase legally.
- (5) Select findings from the 2017 Connecticut School Health Survey, known nationally as the Youth Tobacco Survey (YTS), reflect over one-third of Connecticut high school students (nearly 59,000) report having ever tried some form of tobacco, and current tobacco use is reported at 17.9%.
- (6) The YTS survey shows the vast majority of youth are using flavored tobacco products, e-cigarettes and vaping devices, and although cigarette smoking has decreased among Connecticut youth, the use of electronic cigarettes and vaping devices continues to increase at an alarming rate, with current use reported at 14.7%, and shows usage increasing with age. Studies have shown that this type of nicotine use by teens increases their risk of also using combustible tobacco.

- (7) When asked how they accessed these products, the majority of youth surveyed (59.3%) reported they obtained their e-cigarettes from a friend.
- (8) The Connecticut Department of Revenue Services lists 240 licensed tobacco retailers within Hartford city limits, a density that, based on the population of Hartford, is 1.5 times higher than the U.S. density rate. The list of retailers does not include all the retailers who may sell vape products exclusively and not tobacco, so this density is likely higher. Greater density and higher numbers of tobacco retailers have been associated with higher rates of smoking among youth.

The Institute of Medicine predicted in a 2015 report that raising the minimum legal sales age for tobacco products to 21 nationwide will have a substantial positive impact on public health and provide long-term declines in smoking rates by reducing tobacco initiation among adolescents aged 15 to 17 by twenty-five percent (25%) and overall prevalence of tobacco use by twelve percent (12%). This report also projects that 4.2 million young people alive today would be protected from premature death related to tobacco use as a result of raising the minimum legal sales age for tobacco products to 21.

Sec. 17-89. - Definitions

For the purpose of this title, the following definitions shall apply:

Tobacco product means any product that is made from or derived from tobacco, or that contains nicotine, that is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled or ingested by any other means, including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus. *Tobacco product* also means electronic smoking devices, including any device that can be used to deliver aerosolized or vaporized nicotine or any other substance to the person inhaling from the device, and any component or accessory used in the consumption of a tobacco product, such as filters, rolling papers, pipes, e-cigarettes, e-cigars, e-pipes, vape pens, e-hookahs and liquids used in electronic smoking devices, whether or not they contain nicotine. Tobacco product does not include drugs, devices, or combination products authorized for sale as proven cessation products by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

Sale or sell means selling, giving, bartering, exchanging, delivering, or otherwise distributing tobacco products, unless the person is delivering or accepting delivery in such person's capacity as an employee. Sale or sell also includes offers to sell, barter, or exchange.

Retailer means any person or business that owns, operates, or manages any place at which tobacco products are sold. *Retailer* also includes any person or business that is required to purchase a dealer's license under CT Gen Stat § 12-287.

Sec. 17-90. - Licensing

Each retailer engaging in the sale of tobacco products, at each location conducting sales in the city, shall secure a license from the Hartford Department of Health and Human Services before engaging or continuing to engage in such business. An application for a license shall contain the full name of the application, the applicant's business address and telephone number, the name of the business for which the license is sought, and any additional information the city deems necessary.

Such license shall be renewed annually and valid for a period beginning with the date of license to the first day of January next succeeding the date of the license unless sooner revoked as allowed by penalties in this article, or unless the retailer to whom it was issued discontinues business, in either of which cases the holder of the license shall immediately return it to the Hartford Department of Health and Human Services. A license shall not be transferred from one retailer to another or from one location to another.

A license shall be displayed at all times and shall be exhibited to any person upon request.

In the event of mutilation or destruction of such license, a duplicate copy, marked as such, shall be issued by the Hartford Department of Health and Human Services upon application accompanied by a fee set by the Hartford Department of Health and Human Services.

No license shall be issued or renewed to an establishment unless the retailer signs a city form stating that the retailer has provided training to all employees on the sale of tobacco products and such training includes information that the sale of tobacco products to a person under 21 years of age is illegal, what proof of age is legally acceptable, and that a sale to a person under 21 years of age can subject the retailer to a monetary fine.

No license shall be issued to a person under 21 years of age.

Sec. 17-91. - License Fee

The fee for a license to sell tobacco products shall be set by the Hartford Department of Health and Human Services and thereafter annually reviewed by the department and approved by the city council as a part of the budgetary process. If, for any reason, such fees for license are not approved by the city council annually, the fees for the preceding year shall continue in full force and effect until changed by city council.

The license fee should cover the administrative cost for the licensing program, retailer education and training, retail inspections and enforcement costs, including the conduct of unannounced compliance checks, but should not exceed the cost of the regulatory program authorized beyond this article.

Licensing fees are due at the time of application and are not refundable. A license cannot be renewed if the licensee has outstanding fines pursuant to this article.

Sec. 17-92. - Minimum Legal Sales Age

No retailer or retailer's agent or employee shall give, sell, or otherwise distribute any tobacco product to any person under twenty-one (21) years of age.

The person selling any tobacco product must examine the identification card issued in accordance with the provisions of CT Gen Stat § 1-1h for anyone who appears to be under the age of 30 and verify proof of age demonstrating the recipient is at least twenty-one (21) years of age before selling any tobacco product.

- (1) That a person appeared to be over the age of twenty-one (21) shall not constitute a defense to a violation of this section. If a person fails to provide such proof of age, such retailer or retailer's agent or employee shall not sell any tobacco product to the person.

Sec. 17-93. - Signage

"The Sale of Tobacco or Nicotine Products or Devices to Persons Under 21 is Prohibited" signs shall be legibly printed in letters at least one-half inch high and shall be posted clearly and conspicuously in every location where the products are available for purchase. Signage shall be in multiple languages as needed to be consistent with other facility postings.

Selling tobacco products in any place that does not have a sign posted in a conspicuous place to a person under twenty-one (21) years of age is prohibited by law and punishable consistent with this article.

Sec. 17-94. - Enforcement

- (a) This article shall be enforced by the Hartford Department of Health and Human Services or its authorized designees.
- (b) The health department, fire department, license and inspection division of development services, or their respective designees shall, while an establishment is undergoing otherwise mandated inspections, inspect for compliance with this article.

- (c) An owner, manager, operator, or employee of an establishment regulated by this article shall inform persons violating this article of the appropriate provisions thereof.
- (d) Any citizen who desires to register a complaint under this article may initiate enforcement by the Hartford Department of Health and Human Services.
- (e) Hartford Department of Health and Human Services shall be responsible to conduct, or have conducted on its behalf, at least two under-age youth-based, unannounced compliance checks per retailer per year. Random re-inspections of all non-compliant retailers are required within three (3) months of any violation of this article.
- (f) The result of these compliance inspections shall be published on the Hartford Department of Health and Human Services website at least annually.

Sec. 17-95. - Violations and Penalties

Any retailer who violates any of the provisions in this article shall be guilty of an infraction and subject to a civil penalty fine no less than \$250 for each infraction. Each violation, and every day in which a violation occurs, shall constitute a separate and distinct infraction. The decision that a violation has occurred shall be in writing mailed or emailed to the retailer by the Hartford Department of Health and Human Services, which notice should specify the article and section with which the retailer is in violation no later than thirty (30) days from the date of the violation.

A license issued under this article may be denied, suspended, or revoked by the Hartford Department of Health and Human Services through written notice should the retailer or retailer's agent, directly or indirectly:

- (1) Sell tobacco products to any person under the age of twenty-one (21).
 - a) The license of a licensee who has sold tobacco products to persons under age twenty-one (21) on two (2) separate occasions within a three-year period shall be suspended for a minimum of seven (7) days.
 - b) The license of a licensee who has sold tobacco products to persons under age twenty-one (21) on three (3) separate occasions within a three-year period shall be suspended for a minimum of thirty (30) days.
 - c) The license of a licensee who has sold tobacco products to persons under age twenty-one (21) on four (4) separate occasions within a three-year period shall be revoked.
 - d) All tobacco products shall be removed from the premises upon suspension or revocation of a tobacco retail sales license. Failure to remove shall constitute a separate violation punishable by a fine to be set by the Hartford Department of Health and Human Services for each and every day of noncompliance.
- (2) Fail to post signage as required.
- (3) Fail to pay fines issued in accordance with this Chapter.
- (4) Have a license revoked within the preceding 12 months of the date of application.
- (5) Fail to provide required information on the application or provide false or misleading information.
- (6) Violate state or local tobacco product sales and use laws.
- (7) Conduct business in violation of this article.

All fees and fines collected from licensing and infractions of this article are to be deposited into a "Tobacco Enforcement and Education Fund" administered by the Hartford Department of Health and Human Services, to be reinvested for enforcement, community education, and efforts to improve compliance with state and local tobacco product sales and use laws.

Sec. 17-96. - Appeals

Retailers have the right to appeal civil penalties in accordance with this section. In the case of violation, the department shall provide the retailer with a written notice. The written notice shall be provided by certified mail, return receipt requested, or by hand delivery, or by email. If the notice is returned because of failure of delivery, the department shall either send the notice by

certified mail to the address listed on the application, or conspicuously post the notice at an entrance of the retailer. In either case, the notice shall be deemed to have been received on the date it was mailed or posted.

The notice shall state that the retailer may obtain a hearing under this rule if a written request for a hearing is mailed or hand-delivered to the department's address specified in the notice, within ten (10) days after the affected retailer receives or is deemed to have received the notice.

Upon receiving a timely hearing request, the department shall schedule a hearing before a board or a hearing officer designated by the director. If the director provides a hearing officer, that officer shall not have participated in any manner in the decision to take the action against the retailer.

The department shall mail or hand-deliver notice of the date, time, and place of the hearing to the retailer no less than ten (10) days before the scheduled date. The department may additionally post the notice of hearing at the entrance of the retailer.

The retailer and the department each shall have one (1) opportunity to reschedule the hearing date upon specific request to the other party. Any other postponements of the hearing shall be by agreement of the department, the retailer, and the hearing officer, if one is designated.

At the hearing, the retailer shall have the opportunity to present its case orally or in writing. If the department has designated a hearing officer, a member of the department does not have to be present at the hearing.

If the hearing is before a hearing officer, he or she shall prepare a written recommendation as to the validity of the department's action, which shall rest solely on the evidence presented at the hearing and the statutory and regulatory provisions governing the department's action. The hearing officer shall describe the basis for his or her recommendation, but need not prepare a full opinion or formal findings of fact and conclusions of law. The hearing officer shall mail by certified mail, return receipt requested, or hand-deliver the recommendation to the department and to the retailer, within ten (10) business days following the date of the hearing. Either party may file objections to the recommendation provided that the objections are received by the department within five (5) days of receiving a copy of the recommendation.

After reviewing any timely objections, the director may take additional evidence or approve, modify, or disapprove the recommendation and shall enter an order in the record of department proceedings.

If the department does not receive a timely request for hearing, the director may enter immediately an order as proposed in the notice.

Sec. 17-97. - Public Education.

The Hartford Department of Health & Human Services shall engage in a continuing public health education program to explain and clarify the purposes and requirements of this article to citizens affected by it, and to guide retailers, owners, operators, and managers in their compliance. The program may include publication of a brochure for affected retailers explaining the provisions of article and signage mandated by this article.

Sec. 17-98. - Rulemaking Authority

The Hartford Department of Health & Human Services is hereby authorized to promulgate rules and regulations to carry out the purpose and intent of this article in order to protect the public health, safety and welfare.

Sec. 17-99. - Liberal Construction

This article shall be liberally construed so as to further its purposes.

Sec. 17-100. - Severability

The provisions of this section are hereby declared severable, and if any provision, clause, sentence, or paragraph of this section or the application thereof to any person or circumstances held by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such a ruling shall not affect the other parts of this section that can be given effect.

Sec. 17-101. Effective Date

This ordinance shall take effect upon adoption, and the Hartford Department of Health and Human Services or its authorized designees shall implement the licensing, enforcement, and public education requirements within one hundred and eighty (180) days from the date of adoption.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Appointments of Friends of Simsbury Farms Board Members
2. **Date of Board Meeting:** December 17, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Tom Tyburski, Director of Culture, Parks and Recreation *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the recommendation from the Friends of Simsbury Farms Board and the Culture, Parks and Recreation Commission regarding Board member appointments, the following motion is in order:

Move, effective January 1, 2019 to appoint ten members to the Friends of Simsbury Farms Board of Directors as presented:

*Mark Deming, with a term expiring December 31, 2020
Arthur Emmons, with a term expiring December 31, 2020
Ronald Patterson, with a term expiring December 31, 2020
Thomas Cross, with a term expiring December 31, 2020
Paul Simeon, with a term expiring December 31, 2020
Robert Ellis, with a term expiring December 31, 2020
Cindy Franklin, with a term expiring December 31, 2020
Gerry Toner, with a term expiring December 31, 2020
Kelly Kearney, with a term expiring December 31, 2020
Jeff Sunblade, with a term expiring December 31, 2020*

5. **Summary of Submission:**
The Friends of Simsbury Farms is a 501c3 non-profit organization, created in January 2016 with the intent to plan, form, coordinate, and monitor charitable donations for the benefit of the Simsbury Farms Recreation Complex. The Friends of Simsbury Farms, Inc. bylaws provide that with respect to subsequent members of the Board of Directors³, the Town's Board of Selectmen appoint at least a majority of the members of the Board after consultation with the Town's Culture, Parks and Recreation Commission. The Friends of Simsbury Farms Board of Directors may elect a minority of the members of the Board, if any. As such, the Board of Selectmen controls the majority of the appointments to the Board of Directors.

³ Confirmed with Town Attorney December 10, 2018

The terms of the Friends of Simsbury Farms Board members expire on December 31st of this year. The following have been voted on by the Friends of Simsbury Farms Board and were also approved (endorsed) by the Parks and Recreation Commission on Thursday, December 6, 2018. Listed below are 10 people that both the Friends of the Simsbury Farms and the Culture, Parks, and Recreation Commission recommend for Town approval to the Board:

Mark Deming (Reappointment), *with a term expiring December 31, 2020*
Arthur Emmons (Reappointment), *with a term expiring December 31, 2020*
Ronald Patterson (Reappointment), *with a term expiring December 31, 2020*
Thomas Cross (Reappointment), *with a term expiring December 31, 2020*
Paul Simeon (Reappointment), *with a term expiring December 31, 2020*
Robert Ellis (Reappointment), *with a term expiring December 31, 2020*
Cindy Franklin (New), *with a term expiring December 31, 2020*
Gerry Toner (New), *with a term expiring December 31, 2020*
Kelly Kearney (New), *with a term expiring December 31, 2020*
Jeff Sunblade (New), *with a term expiring December 31, 2020*

6. Financial Impact:

Since the intent of the organization is the administration of donations to the Complex, it should have a positive financial impact to the Town. The group has been very successful with fundraising for and assisting with a number of projects around Simsbury Farms. Since its inception in 2016 the group has raised \$146,393 for the Complex and has spent \$116,393 on completed projects. Raised funds are reinvested into programs, equipment, and infrastructure.

7. Description of Documents Included with Submission:

a) Friends of Simsbury Farms, Inc. Bylaws

**BYLAWS OF
FRIENDS OF SIMSBURY FARMS, INC.**

**ARTICLE 1
NAME AND PRINCIPAL OFFICE
OF THE CORPORATION**

1.1 **Name:** The name of the corporation is **Friends of Simsbury Farms, Inc.** (hereinafter the “Corporation”).

1.2 **Principal Office:** The principal office of the Corporation shall be located at 100 Old Farms Road, West Simsbury, Connecticut 06092, or at such other location(s) as established by the Board of Directors from time to time.

**ARTICLE 2
MEMBERS**

2.1 **Members:** The Corporation shall not have any members.

**ARTICLE 3
BOARD OF DIRECTORS**

3.1 **Number and Election:** The Incorporator shall appoint the initial members of the Board of Directors. Thereafter, the number of directors shall be set and such directors elected, from time to time by the Board of Directors; provided however, that the number of directors shall not be less than three (3). The Board of Directors may elect a Chairman from among its members. The Board of Directors shall be comprised the following members:

(i) at least a majority of the members of the Board of Directors shall be appointed by the then serving Board of Selectmen of the Town of Simsbury after consultation with the Culture, Parks and Recreation Commission of the Town of Simsbury to serve as a member of the Board of Directors of the Corporation; and

(ii) any other person who is able to participate effectively in fulfilling the general fiduciary responsibilities of a member of the Board of Directors.

3.2 **Powers:** The Board of Directors shall have the exclusive control and power to manage the activities, property and affairs of the Corporation and shall determine the manner in which the funds of the Corporation, both principal and income, shall be applied within the limitations of the Certificate of Incorporation, the Internal Revenue Code of 1986, as amended (the “Code”) and the laws of the State of Connecticut.

3.3 **Term:** With the exception of the Directors serving on the initial Board of Directors appointed by the Incorporator who shall have a term of three (3) years, the term of office for a Director shall be two (2) years, or until a successor is chosen. The terms of office for the Directors shall be staggered so that, to the extent possible, an equal number of vacancies may be filled each year.

3.4 **Meetings:** The annual meeting of the Board of Directors shall be held at the principal office of the Corporation or at such other place within or without the State of Connecticut, as may be determined by the Board of Directors and designated in the notice of the meeting and at such time as determined by the Board of Directors. Regular and special meetings of the Board of Directors, or any committee thereof, shall be held at the principal office of the Corporation or at such other place within or without the State of Connecticut, as may be determined by the Board of Directors and designated in the notice of the meeting and such time

as may be set forth in the notice thereof, provided that at least two (2) days advance notice (in writing or otherwise) of every meeting shall be given to each director or member of a committee. Any director may waive notice of a meeting by an instrument in writing filed with the records of the meeting. Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or the committee, as the case may be, consent thereto in writing, and such written consent is filed with the minutes of the proceedings of the Board of Directors or committee. Meetings may be held by means of conference telephone or similar communications equipment enabling all directors participating in the meeting to identify and listen to one another.

At all meetings of the Board of Directors, one-half (1/2) of the directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise expressly required by statute or herein. If a quorum is not present at any meeting of the Board of Directors, the directors present may adjourn the meeting from time to time, without notice other than announcement, until a quorum shall be present or available.

3.5 **Committees:** The Board of Directors may designate one or more standing committees, by a resolution(s) passed by a majority of the Board of Directors. Such committee(s) shall consist of two (2) or more directors and shall have such powers and duties as the Board of Directors deems desirable. The members of such committee(s) shall be elected by the Board of Directors and shall serve at the pleasure of the Board of Directors. If a Chairman is elected from among the members of the Board of Directors, the Chairman may appoint such temporary committee(s) as he or she deems desirable, and such committee(s) shall consist of two (2) or more directors and shall report their findings to the entire Board of Directors. A majority

of the members of any committee, standing or temporary, shall constitute a quorum and the affirmative vote of a majority of such quorum shall be sufficient to conduct any business or pass any measure.

3.6 **Removal:** Any director may be removed with or without cause at a meeting of the Board of Directors duly called for such purpose by a two-thirds (2/3rds) majority vote of the entire Board of Directors (excluding the director subject to the removal action).

3.7 **Resignation:** Any director may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the Corporation. Any such notice shall take effect as of the date of the receipt of such notice or at any later time specified therein. The acceptance of such resignation shall not be a condition precedent necessary to its effectiveness.

3.8 **Vacancy:** If the office of any director shall become vacant by reason of death, resignation, disability, retirement, disqualification, removal from office, or for other cause, the remaining directors, even if less than a quorum, shall, in accordance with the Certificate of Incorporation, elect a successor(s) for the unexpired term of each such director.

3.9 **Compensation:** No director shall receive any compensation for his or her services in such capacity, but any director may be reimbursed by the Corporation for his or her reasonable out-of-pocket expenses and disbursements on behalf of the Corporation.

ARTICLE 4

OFFICERS

4.1 **Executive Officers:** The Corporation may have as executive officers a President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. The Board of Directors may, in its discretion, create from time to time such other offices as it deems

necessary and advisable for the carrying on of the business of the Corporation. The President shall be selected from among the members of the Board of Directors of the Corporation. The Vice President, the Secretary (and any Assistant Secretary appointed from time to time) and the Treasurer may, but are not required to be members of the Board of Directors.

4.2 **Powers:** The officers shall have the respective powers and duties which customarily appertain to or are incidental to their respective offices, including but not limited to those set forth hereinafter, and, in addition, such powers and duties as the Board of Directors may from time to time designate and confer.

4.3 **President:** The President shall have the responsibility for the day-to-day management of the activities of the Corporation subject to the control of the Board of Directors. Unless otherwise delegated by the Board of Directors to a chairman, the President shall preside at meetings of the Board of Directors and perform such other duties as the Board of Directors may prescribe.

4.4 **Vice President:** The Vice President, if a Vice President is appointed, shall perform the duties of the President in the absence of the President or in the event of the President's inability or refusal to act.

4.5 **Secretary:** Unless otherwise delegated to another officer by the Board of Directors, the Secretary shall give all notice(s) of meetings of the Board of Directors and shall keep true and complete records of the proceeds of all such meetings. The Secretary shall be custodian of the seal and records of the Corporation and shall file any written consents to corporate action together with such records. The Secretary shall also perform such other duties as the Bylaws may provide or as the Board of Directors may prescribe.

4.6 **Treasurer:** The Treasurer, if a treasurer is appointed, shall keep correct and complete records of account accurately showing at all time the financial condition of the Corporation. Subject to the direction of the Board of Directors, the Treasurer shall be the legal custodian of all monies, notes, securities, and other valuables that may from time to time come into the possession of the Corporation. The Treasurer shall promptly deposit in the name of the Corporation all funds of the Corporation coming into the Treasurer's hands in the depository or depositories as may be designated by the Board of Directors.

4.7 **Assistant Secretary:** If the position of Assistant Secretary is at any time established by the Board of Directors, the Assistant Secretary shall assist the Secretary from time to time as requested by the Secretary in furtherance of the Secretary's duties.

4.8 **Compensation:** The compensation of the officers, agents and employees shall be such as may from time to time be fixed by the Board of Directors or by the President, if the Board of Directors shall have conferred such authority upon the office of the President; but no officer, associate, director, agent or employee of the Corporation shall at any time receive or be entitled to receive any compensation or any pecuniary profit from the operations of the Corporation, except as to reasonable compensation for services actually rendered to or on behalf of the Corporation.

4.9 **Removal:** Any officer may be removed, with or without cause, from such office by a two-thirds (2/3rds) vote of the majority of the disinterested members of the Board of Directors at a meeting of the Board of Directors called for such purpose.

4.10 **Resignation:** Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the Corporation. Any such notice shall

take effect as of the date of the receipt of such notice or at any later time specified therein. The acceptance of such resignation shall not be a condition precedent necessary to its effectiveness.

4.11 **Vacancy:** In the event of resignation, retirement, disqualification, death, disability or removal from office, absence or inability to serve, for any reason whatsoever, of any officer of the Corporation, the Board may by resolution temporarily delegate the powers and duties of such officer to any other officer or director, or alternatively, the vacancy so created shall be filled by the Board of Directors until the next election of the officers.

ARTICLE 5

GENERAL PROVISIONS

5.1 **Administration:** All checks, drafts and other instruments for the payment of money and all instruments of transfer of securities shall be signed in the name and on behalf of the Corporation by any officer, unless limited from time to time by the Board of Directors. All instruments of transfer of personal or real property and all contracts and agreements shall be signed by any officer, unless limited from time to time by the Board of Directors, or by one (1) or more agents as the Board of Directors shall direct and authorize.

5.2 **Seal:** The corporate seal shall be circular in form, shall have inscribed thereon the name of the Corporation and the words "Seal" and "Connecticut." The seal may be used by causing it, or a facsimile thereof, to be impressed or affixed or in any manner reproduced.

5.3 **Fiscal Year:** The fiscal year of the Corporation shall end on the last day of November in each year unless otherwise determined by the Board of Directors.

5.4 **Indemnification:** Every person who is or shall be or shall have been a director or officer of the Corporation shall be indemnified by the Corporation as provided in Sections

33-1117 and 33-1122, respectively, of the Connecticut General Statutes (the Revised Nonstock Corporation Act of the State of Connecticut) and any successor statute, in each case as limited by Section 33-1121 thereof

ARTICLE 6

AMENDMENTS

6.1 **Amendment:** These Bylaws of the Corporation may be amended or repealed at any meeting of the Board of Directors by a two-thirds (2/3rds) majority vote of the Board of Directors; provided, however, that written notice of the proposed change shall, be specified in the notice of the meeting to each director; and provided further, that no such action shall be taken, or, if taken, shall be a valid act of the Corporation, if that action would in any way adversely affect the Corporation's qualification under Section 501(c)(3) of the Code.

Kathleen H. Rudzik, Esq.
Incorporator
Date Adopted: January ____, 2016

AMENDMENTS

I Donations to the Town of Simsbury

A. Projects:

1. Process: Initially, the organization received a list of projects recommended by the Parks and Recreation Commission and its Staff as potential enhancements to the Simsbury Farms Recreation Facility. Additional projects were suggested by Directors of the Friends of Simsbury Farms. From time to time the Friends expect to receive suggestions from the general public as projects worthy of consideration.
2. Prioritization: The Friends will attempt to prioritize all projects for funding and through its fund raising efforts fully fund the project. Once funding is complete, they will present to the Parks and Recreation Commission of the Town of Simsbury the project for final acceptance.
3. Donations: Upon final approval from Parks and Recreation Department the procedures for completion and ultimate donation to the Town will be in full compliance with the [CODE OF THE TOWN OF SIMSBURY, CT. and any ORDINANCES](#). A copy of the Current CODE is attached at APPENDIX I.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Appointment of Peter Van Loon to the Business Development Incentive Committee
2. **Date of Board Meeting:** December 17, 2018
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 recommendation from the Town Manager and the Economic Development Commission to appoint Peter Van Loon to the Business Development Incentive Committee, the following motion is in order:

Move, effective December 17, 2018 to appoint Peter Van Loon (D) to the Business Development Incentive Committee for the Economic Development Commission membership slot, with a term expiring August 13, 2020.

5. **Summary of Submission:**
The Business Development Incentive Committee consists of five voting members⁴ and one ex-officio member (Town Manager). Four members were appointed to the Committee at the August 13, 2018 Board of Selectmen meeting. However, at that time members of the new Economic Development Commission (EDC) had not yet been appointed so one vacancy on the Business Development Committee remained.

Now that EDC members have been appointed, the motion today would place an EDC member on the Business Development Incentive Committee. Mr. Van Loon is a member of the Economic Development Commission. At their meeting on November 27th, the EDC voted unanimously to endorse and recommend Mr. Van Loon's appointment to the Business Development Incentive Committee. I believe Mr. Van Loon will be a valuable addition to this committee. His term will expire at the same time (August 13, 2020) as the four members appointed in August.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Volunteer Submission Form for Peter Van Loon

⁴ 1 Board of Finance member, 1 Zoning Commission member, 1 Board of Selectman member, 1 EDC member, 1 community member at large



Simsbury, CT
933 Hopmeadow Street

Phone: (860) 658-3200

Volunteer Form

Good Government Starts with You

Date Submitted: September 13, 2018

Name: Peter A Van Loon

Home Address: [REDACTED]

Mailing Address: [REDACTED]

Phone Number(s): [REDACTED]

Email Address: [REDACTED]

Party Affiliation: D

Current Occupation/Employer: Management Consultant/Pandion LLC

Narrative: 35 years a business executive - startups to Fortune 50.

Currently running my own startup in town. My goal is to build tools to assist emergency management logistics, a discipline I practiced in the military.

Recently COO of Access Health CT; we built a health insurance exchange that worked because we understood how to integrate people, process and technology.

Attuned to the needs of technology and small businesses. I am personally pursuing an indepth ability to code full stack web applications in order to better my ability to ensure technology serves customers and business operations.

Retired Captain, US Navy with two tours overseas post 9-11 as an embedded trainer.

Graduated Wharton Grad School/University of Pennsylvania with an MBA in finance.

Simsbury resident for 31 years.

Board(s) / Committee(s): ECONOMIC DEVELOPMENT COMMISSION
 PUBLIC SAFETY SUB-COMMITTEE



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Appointment of Donald Eaton to the Conservation Commission/Inland Wetlands Agency
2. **Date of Board Meeting:** December 17, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Ericka L. Butler, Town Clerk
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the recommendation from the Simsbury Republican Town Committee, the following motion is in order:

Move, effective December 17, 2018 to appoint Donald Eaton (R) as a regular member of the Conservation Commission with a term expiring January 1, 2020.
5. **Summary of Submission:**
The Simsbury Republican Town Committee has recommended the appointment of Donald Eaton to the Conservation Commission as a regular member with a term expiring January 1, 2020.

Section 605 of the Town Charter, Conservation Commission-Inlands Wetlands Agency, states that seven regular members and two alternates are appointed to four year terms. However, this individual will be filling the remainder of a four year term that was vacated due to the resignation of Darren Cunningham, whose term was to expire January 1, 2020.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Resume of Donald Eaton

Donald C. Eaton III

SUMMARY

- Strong engineering and technical background.
- Proven ability to explain detailed technical issues to customers in easily understood terms.
- Over fifteen years experience working with customers, both pre- and post-sales.
- Five years experience in marine and aerospace engineering and costing proposals.
- Excellent communication, interpersonal, organizational and computer skills.
- BS in Mechanical Engineering.

EXPERIENCE

Town of Simsbury

2015-Present

Assistant Republican Registrar of Voters

- Maintained voter registrations, both online and on file.
- Processed new voter registrations online, by mail, and in person.
- Worked at the polls for budget, municipal, state, and national elections as a Ballot Clerk, Tabulator Tender, and Assistant Registrar.

Quest Global Services NA, Inc.

2009-2010

Associate Project Engineer

- Prepared cost reduction business cases for Pratt & Whitney F135 engine program using Power Point and Excel.
- Created and maintained data in Product Cost Management Initiatives (PCMI) database.
- Created and maintained Cost Estimating Documents (CED's) for governmental approval.
- Supported Pratt engineers and management in the creation and updates of cost reduction business cases.
- Created and maintained cost reduction business case tracking report for use by Pratt management.

ebm-papst, Inc., Farmington, CT

2004-2009

Applications Engineer

- Responded to technical inquiries by phone and email from existing and prospective customers. Helped them to determine which of ebm-papst's several thousand fans and blowers would be the best solution for their particular application.
- Acted as the liaison between customers and the several ebm-papst facilities located in Germany on both routine technical questions and special products.
- Launched internal Request for Cost pricing with the Manufacturing Group for value add projects.
- Initiated Project Requests with the Design Engineering Group for new projects.
- Worked closely with the Design Engineering Group on both prototypes and existing value add products, providing technical support and helping incorporate customer comments.
- Provided technical support for field sales in California, Arizona, Nevada, and Mexico.
- Worked extensively with Product Managers on both existing and future projects.
- Constructed prototypes for both in-house and customer testing.
- Acted as a program manager for value add parts and assemblies.
- Gave technical support to both UL and CSA inspectors.

TRANS-TEK, INC., Ellington, CT

1999-2004

Sales/Applications Engineer

- Worked with existing and potential customers to identify applications for the company's suite of products (linear, angular, and velocity transducers).
- Prepared RFQ's and responded to RFP's for existing and prospective customers worldwide.
- Assisted Marketing and Sales Manager with ongoing projects.
- Attended industry trade shows across the country to maintain existing client relationships and obtain new business.
- Worked with the Engineering and Production Managers on technical issues, delivery of products, and custom applications.
- Provided worldwide pre- and post-sales technical product support.

NERAC, INC., Tolland, CT

1992-1998

Technical Specialist

- Provided detailed technical support to management, engineers, and technical staff at over 100 Fortune 500 companies.

Donald C. Eaton III

EXPERIENCE (Cont.)

- Experienced in searching for answers to technical, marketing, and other questions using multiple sources, such as in-house databases, government agencies, trade associations, and other sources such as web sites and on-line archives.
- Located vendors for hard to find material in many areas, including the medical, pharmaceutical, and electronics industries.
- Found specialized consultants and industry experts in many topics by networking through trade associations, government laboratories, academia, and private industry.
- Used in-house databases to provide one-time and continuing searches for clients.

HAMILTON STANDARD, DIVISION OF UTC, Windsor Locks, CT

1990-1991

Manufacturing Engineer, Operations Cost Group

- Negotiated labor and materials costs during audits and negotiations with customers.
- Applied Federal Acquisition Requirements (FAR), from the initial proposal through final contract acceptance.
- Developed two proposals for Electric Boat Shipbuilding worth approximately 5 million dollars.
- Completed the Water Reprocessor proposal for Space Station Freedom; received verbal commendation from management.
- Completed fact-finding project with Boeing on the Water Reprocessor proposal.

GIBBS & COX, INC., Brunswick, ME; New York, NY

1986-1990

Supervisor, Hull Department

- Prepared Engineering Change Proposals, which required reviewing engineering drawings for impact, preparing man-hour estimates, and responding to inquiries regarding the content of Engineering Change Proposals.
- Supervised designers incorporating Revision Notices onto Design Control mats.
- Created the Hull Department Revision Notice tracking process on computer for all information regarding the Revision Notices.
- Developed the procedure for incorporating Revision Notices onto Design Control mats.

Engineering Change Coordinator, Hull Division Staff

- Correlated Engineering Change Proposals from the seven Hull Division departments.
- Resolved Engineering Change Proposal issues between designers and the shipyard.

Design Engineer, Hull Structure Department

- Prepared Engineering Change Proposals for the Hull Structure Department.

EDUCATION

UNION COLLEGE, Schenectady, NY

1986

Bachelor of Science, Mechanical Engineering

ASSOCIATIONS

ASME, Member

Eagle Scout, Assistant Scoutmaster, Boy Scouts of America

INTERESTS

Camping, skiing, auto restoration, including antique military vehicles, photography, model railroading, living history



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Appointment of Terrence Fogarty to the Police Commission
2. **Date of Board Meeting:** December 17, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Ericka L. Butler, Town Clerk
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the recommendations from the Simsbury Republican Town Committee, the following motions are in order:

Move, effective December 17, 2018, to appoint Terrence Fogarty (R) as a regular member to the Police Commission, with an expiration date of January 1, 2019.

Move, to appoint Terrence Fogarty (R) as a regular member to the Police Commission for a full four year term beginning on January 1, 2019 and expiring on January 1, 2023.
5. **Summary of Submission:**
The Police Commission members are appointed by the Board of Selectmen to four year terms according to Section 614 of the Town Charter. No more than two of the five appointed members may be from the same political party. The vacant seat is from the resignation of Peter Tedone who was registered as a Republican. Terrence Fogarty (R) has been nominated to fill the remainder of Mr. Tedone's four year term that was vacated due to his resignation. The term is set to expire on January 1, 2019.

Additionally, the Republican Town Committee would like the Board of Selectmen to consider their proposal of appointing Mr. Fogarty to the full four year term that is set to begin January 1, 2019.
6. **Financial Impact:**
None
7. **Description of Documents Included With Submission:**
 - a) Biography of Terrence Fogarty

Terrence P. Fogarty



Background

Born in Detroit, Michigan.

Departed Michigan for the US Navy in 1976

Since being married, we have lived in the Philippines, Connecticut (three times), Hawaii, and Florida (two times)

Kaman Aerospace Corporation

Current Title: Senior Director, Business Development, Kaman Aerosystems

Hired at Kaman on August 4, 1980

Worked numerous jobs with increasing responsibility. Over 39 years of military and commercial helicopter experience, both domestic and international, in the areas of helicopter logistics, helicopter maintenance, and program management including significant foreign and domestic travel. In my present capacity, I am responsible for marketing and business development for both the manned K-MAX helicopter and the Unmanned Aircraft Systems (UAS) programs within Kaman, including technical development, customer relationships, and strategic partnerships. I have extensive worldwide field experience in commercial and military helicopter operations, both ashore and at sea.

Simsbury Volunteer Ambulance Association

- Certified as an EMT-Basic in 1997.
- Served as a volunteer from June 1997 through October 2017
- Member of Board from January 2000 through December 2011
- Served as President from January 2004 through December 2009
- Driver Training Officer / Vehicle Safety from April 2002 through December 2010

Military Service

Served in the US Navy from March 1976 through May 1980 as a helicopter mechanic.

Honorably discharged as a Petty Officer Second Class (E-5) after tours in two helicopter squadrons and one Pacific / Indian Ocean deployment aboard the frigate USS Stein.

Education / Certifications

- Embry-Riddle Aeronautical University
Bachelor of Science in Professional Aeronautics
- Rensselaer Polytechnic University
Masters in Business Administration
- FAA Airframe and Powerplant License
- State of Connecticut EMT-Basic Certification

Other

- Simsbury resident since 1992; homeowner in town since 1995
- Wife (retired); four adult children all of which attended Simsbury schools
- Registered Republican



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

- Title of Submission:** Proposed Appointment of David Johnson to the Board of Assessment Appeals
- Date of Board Meeting:** December 17, 2018
- 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 recommendation of the Personnel Sub-Committee to appoint Mr. Johnson as an alternate member to the Board of Assessment Appeals, the following motion is in order:

Move, effective December 17, 2018 to appoint David Johnson (U) as an alternate member to the Board of Assessment Appeals with a term expiring December 6, 2021.

5. Summary of Submission:

A new ordinance, Assessment Appeals Board, took effect April 22, 2016. Chapter 5-2 provides that, "The Board of Selectmen may, upon the request of the Simsbury Board of Assessment Appeals, appoint additional regular members to the Simsbury Board of Assessment Appeals to serve on the Board for any assessment year." Chapter 5-1 further provides that, "The Board of Selectmen may appoint an alternate for each member of the Board of Assessment Appeals. Each alternate member shall be an elector of the Town of Simsbury. When seated, an alternate member shall have all the powers and duties of a member of the Board of Assessment Appeals."

At your November 13, 2017 Board of Selectmen meeting, it was decided that temporary regular appointments and alternate appointments to the Board of Assessment Appeals would be vetted through the Personnel Sub-Committee. It was further discussed that two temporary regular members, with terms expiring September 30, 2018, two alternate members with terms expiring December 2, 2019, and one alternate member with a term expiring December 6, 2021 would be sought.

David Johnson was interviewed and recommended by the Personnel Sub-Committee on December 10, 2018 for the alternate member position with the expiring term of December 6, 2021.

One alternate vacancy will remain after Mr. Johnson's appointment.

6. Financial Impact:

None

7. Description of Documents Included with Submission:

- a) Resume of David Johnson

David A. Johnson

PROFILE

Over 20+years of proven leadership, resources and training management, international operations, and human capital skills as a U.S. Marine Corps Officer with extensive experience in infantry operations, personnel resources management, Force Structure/Organization, enhancement of morale and productivity, and excelling in periods of decreased manpower and funding. Cited for increasing operational performance and capabilities of forces, often under austere and budget constricted conditions, while continually improving organizational results with stakeholders across the enterprise. Swiftly comprehends the "Big Picture" and provides expert advice to senior management on critical personnel management and resource issues. Poised and competent with demonstrated ability to easily transcend cultural differences. Superior communicator-highly effective at all organizational levels. Seeking Sr. Level Operations, Management or Instructor position with a goal of finding an employer who can best utilize my Marine Corps leadership, personnel management and operations experience. Core competencies include:

*Leadership *Training Management *Cross-functional Team Building *International Relations

PROFESSIONAL EXPERIENCE

Jan 1997 - Sept 2018

UNITED STATES MARINE CORPS, WORLDWIDE

Leadership & Human Capital Management/Team Building

- Lead a team of 20 senior Marines and civilians in the pursuit of the optimal utilization of the Marine Corps manpower inventory ensuring assignments are commensurate with skill sets and experience.
- Ensured the linking of requirements to the retention, training, and promotion targets to optimize the manpower inventory for operating forces worldwide.
- Successfully led an enterprise level project team to redesign and reorganize the entire department in order to maximize and link several functional areas and personnel.
- Developed and secured new education pathways with Coalition forces to include overseas opportunities for senior level personnel.
- Served as the Joint Individual Augmentation Requirements Management Director in the Manpower and Reserve Affairs Department responsible for managing joint, individual command requirements and internal service augmentation requirements.
- Oversaw the process of position validation for thousands of joint requirements, reconciling permanent structure requests with the Total Force Structure Division while negotiating skill sets and ranks and all related support for crisis response operations.
- Performed as the Training & Education Command's lead representative in the Manpower & Reserve Affairs Division sponsored Lean Six Sigma project to define and improve the Marine Corps Human Resource Development Process.

Resources & Training Management

- Served as a Regional Operations and Plans Officer and Force Deployment Officer at the Marine Forces Reserve Headquarters supervising the mobilization, deployment, and redeployment of Marine forces in support of personnel augmentation requirements for Regional Commanders around the world.
- Cited for ensuring timely notification and activation directives supporting deployments for all global force rotations and for setting the conditions for success in support of ongoing operations in Iraq as well as other global requirements.
- Served as key player in the Service Force Synchronization Process supporting planning and execution of numerous Force Synchronization Conferences and providing essential inputs to the Force Synchronization Playbook and the Joint Training Information Management System (JTIMS).
- Served as National Capitol Region Site Manager and Inspector-Instructor for the 2nd Civil Affairs Group a most valuable Individual/Group Augmentee provider to Marine forces deployed overseas.
- Provided direct oversight of equipment readiness, maintenance management, fiscal management, safety, training, family readiness, and force protection programs for the 2nd Civil Affairs Group.
- Oversaw and completed a Site Memorandum Agreement for four tenant Marine Corps units assigned to the National Capitol Region in Washington, D.C outlining which units would support the various community relations events, inspections, and administrative and operational requirements while assigned to Site Support.

- Served as the Training Plans Officer for Formal Schools' training managing approximately 175,000 training school quotas with an average of 1,200 courses at more than 250 schools.
- Directed the efforts of two senior civilian Training Quota Managers responsible for managing the school seat quotas for the formal schools located at Marine, Army, Navy, Air Force and civilian institutions setting priorities of effort and adjudicating courses of action to best meet Marine Corps training and manpower needs when competing priorities, requirements and conflicts arose.

International Relations Operations

- Served as the Officer in Charge of the largest forward operating base (FOB) in Al Anbar, in Haditha, Iraq. The FOB was the hub for enemy detention, forward prepositioning logistical replacements, coalition forces, civilian contractors and Special Forces.
- Built a coalition of support within the Iraqi Ministries and with the Al Anbar Governor that witnessed significant and productive engagement with district and region stakeholders.
- Worked with the Ramadi Provincial Reconstruction Team from the Department of State, the Al Anbar Governor, and the Iraqi Power Generation Board while securing \$3 million for enhanced regional security and multiple facility improvements.
- Served as the Yemen joint task force planner responsible for building a multi-agency chartered planning group to enhance Yemen's interior defense ministry capabilities spanning coastal defense to interior anti-terrorism training and support.

EDUCATION

Formal

Masters in Strategic Studies, Marine Corps War College, Quantico, VA
 Masters in Military Strategy, Marine Corps Command & Staff College, Quantico, VA
 Bachelor of Arts, History, Virginia Military Institute, Lexington, VA

Professional/Technical Training

Marine Corps War College, Marine Corps University (Resident Corporate Level Executive Training)
 Marine Corps Command & Staff College, (Resident Sr. Level Executive Training)
 Expeditionary Warfare School (Mid-Level Executive Training)
 Infantry Officer Course (12-week military occupational specialty (MOS) course)
 The Basic School, Marine Corps 6-Month Preliminary Officer Training
 Army Training Requirements & Resource System (ATRRS)
 Critical Infrastructure Consequence Management: Planning and Remediation
 Combat Life Saver
 Mountain Warfare Leadership Certified Instructor

AWARDS/ACHIEVEMENTS/OTHER

- ❖ Recipient of nine (9) Department of Defense Meritorious, Commendation, or Achievement Medals for outstanding performance of duties in either Personnel Management, Force Structure, Joint Operations, Manpower Utilization, or Civil Affairs both Nationally and Internationally.
- ❖ Awarded the Global War on Terrorism Service and Expeditionary Medals, and the NATO International Security Assistance Force Medal.

EMPLOYMENT HISTORY

2016-2018	Deputy Manpower Branch Head, Headquarters Marine Corps, Quantico, VA
2014-2016	Inspector-Instructor/Site Manager, Marine Corps Civil Affairs Unit, Washington, D.C.
2011-2013	Current Operations/Force Deployment Officer, Marine Corps Reserve, New Orleans, LA
2010-2011	Force Augmentation/Requirements Officer, Headquarters Marine Corps, Quantico, VA
2008-2009	Formal Training Plans Officer, Training & Education Command, Quantico, VA
2004-2008	Unit Level Inspector-Instructor, 4th Marine Division, San Bruno, CA
2003 -Prior	<u>U.S. Marine Corps</u> Served in assignments of increasing responsibility as a Marine Corps infantry officer both in the U.S., Middle East, Pacific, and Mediterranean theaters.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

- Title of Submission:** Proposed Expansion of Library Building Committee Membership and Appointment of Mark Orenstein
- Date of Board Meeting:** December 17, 2018

- Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Eric Wellman, First Selectman

Maria E. Capriola

- Action Requested of the Board of Selectmen:**

If the Board of Selectmen supports expanding the membership of the Library Building Committee from ten slots to eleven slots the following motion is in order:

Move, effective December 17, 2018, to approve the expansion of membership slots for the Library Building Committee from ten members to eleven members by adding one additional slot for a current Library Board of Trustee or Library Friends member.

If the Board of Selectmen supports the appointment of Mark Orenstein to fill the newly created membership slot on the Library Building Committee, the following motion is in order:

Move, effective December 17, 2018, to appoint Mark Orenstein (D) as a regular member of the Library Building Committee.

- Summary of Submission:**

The Library Building Committee was formed by the Board of Selectman at their July 27, 2017 meeting for the purpose of overseeing the Library's lower level renovation project. Creation of this special committee was needed in order to comply with the grant requirement for State Library Construction Funds, which necessitates that the project be overseen by a Building Committee which includes the Library Director and Library Board representative members. The Library Building Committee shall serve for the duration of the project.

Mark Orenstein is currently a member of the Library Board of Trustees and the Technology Task Force. Mr. Orenstein has a strong background in technology and a desire to serve on the Library Building Committee. His technology background would bring great value to the Committee and their work.

The current Committee is made up of 10 members: 3 staff members; 2 Public Building Committee members; and 5 Library Board of Trustee and/or Friends of the Library members. The proposed expansion of the committee to 11 members will be achieved

by increasing the number of Library Board of Trustee and/or Friends of the Library slots to 6 members.

The anticipated completion of the project is May 2019. Once the project is completed the Library Building Committee will be disbanded.

6. Financial Impact:

None

7. Description of Documents Included with Submission:

a) Background for Mark Orenstein

Biography Submitted by Mark Orenstein

I graduated from Tufts in 1966 with a BSEE, Summa cum Laude and then received an NSF Fellowship for graduate work. I received an SMEE from MIT in 1968.

I've had three different careers in Information Technology. The first was working for a couple of large companies (RCA and Travelers). I moved to Simsbury in 1972 when I was employed by Travelers and I still live at the same address. My second career started in 1985 when I formed a company, Packet/PC Inc., to further develop and market PC and mainframe software that allowed the PC and IBM mainframe to communicate via a network standard that was one of the predecessors to the Internet. The company was renamed Telepartner and we grew to about 70 employees (50 in the Farmington and 20 in Europe). In the 1993-1995 timeframe, I cashed out of the company and embarked on my third career. I applied and was accepted into the ARC (Alternate Route to Certification) program in the summer of 1995 to become a high school physics teacher and ended up in the East Granby School District for 17 years. However, during the first year of teaching, I was asked to also become the district's technology person which I did until I retired.

My first volunteering in Simsbury was in the 1995-1996 timeframe with the ITAC (Information Technology Advisory Committee) which was oriented to PC's and networking in the high school. At roughly the same time frame, I worked with another Simsbury resident who was a Travelers employee to procure donated laptops for a new catalog system for the library.

In the 2008 time frame, I became and still am member of Aging and Disability Commission. When the BOS Technology Task Force was formed about three years ago, I became a member. In 2015, I was elected a Trustee of the Simsbury Library.

In 2014, as a result of a BOS meeting in the library not being televised live, I became a volunteer at SCTV to investigate live coverage from town buildings other than town hall. A couple of months later, SCTV provided live coverage of the BOF annual public meeting in the High School Amphitheater. I was then invited to be on the SCTV Board as head of the Equipment Committee. Over the last three years, the SCTV Town Hall equipment and the SCTV studio equipment has been upgraded to HD at a very low cost as compared to a consultant's estimate. Cameras and recording/streaming equipment were just installed in the Friends Program room at the Library and will also be installed in the new program room.

Because SCTV will be installing equipment in the new program room, I am a member of the Library Building Committee's technology subcommittee.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Resignation of Joyce Howard from the Tourism Committee

2. **Date of Board Meeting:** December 17, 2018

3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Ericka L. Butler, Town Clerk
Maria E. Capriola

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

Move, to accept the resignation of Joyce Howard (R) as a regular member of the Tourism Committee retroactive to November 27, 2018.

5. **Summary of Submission:**
The Town Clerk has received the resignation of Joyce Howard as a regular member of the Tourism Committee. Ms. Howard's term was to expire December 2, 2019.

6. **Financial Impact:**
None

7. **Description of Documents Included with Submission:**
a) Resignation Letter from Joyce Howard, dated November 21, 2018

Please accept this email as formal notice of my resignation as a member of the Tourism Committee.

I've been a member for a number of years, and enjoyed being part of that positive team. Changes in personal responsibilities and schedule have caused my decision to resign now.

I believe that the Committee and its focus and goals are an important part of the fabric of the town of Simsbury, at times more obviously so than at other times-- but always striving to aide in being a positive force in the continued quality of life in Simsbury. The present leadership and members form a very good representation of volunteers contributing to a great town.

Tourism can play an important role in both the quality and economy of a town like Simsbury, and the town Tourism Committee always has both of those goals in its mission.

Joyce Howard





Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Resignation of Robert Heagney from the Open Space Committee
2. **Date of Board Meeting:** December 17, 2018
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Ericka L. Butler, Town Clerk
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
The following motion is in order:

Move, to accept the resignation of Robert Heagney (R) as a member at-large of the Open Space Committee retroactive to December 11, 2018.
5. **Summary of Submission:**
The Town Clerk has received the resignation of Robert Heagney (R) as an at-large member of the Open Space Committee. Mr. Heagney's term was to expire on December 2, 2019.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
 - a) Resignation Letter from Robert Heagney, dated December 11, 2018

Robert W. Heagney

[REDACTED]

[REDACTED]

Town of Simsbury Board of Selectmen

12/11/18

Re Resignation From Open Space Committee

Dear First Selectman Wellmen and Members of the Board of Selectmen,

Please accept this letter as my resignation from the Town of Simsbury Open Space Committee. I have greatly enjoyed serving the Town on this Committee and in many other roles and I wish the best to the Committee and the Town on it's future.

Respectfully Yours,



Robert W. Heagney





Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Appointment of Timothy Walczak to the Open Space Committee

2. **Date of Board Meeting:** December 17, 2018

3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Ericka L. Butler, Town Clerk

Maria E. Capriola

4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports the recommendation from the Republican Town Committee, the following motion is in order:

Move, effective December 17, 2018 to appoint Timothy Walczak (R) as an at-large member of the Open Space Committee with a term expiring December 2, 2019.

5. **Summary of Submission:**
The Republican Town Committee has recommended the appointment of Timothy Walczak to the Open Space Committee as an at-large member with a term expiring December 2, 2019. Mr. Walczak will be filling the remainder of the term made vacant by the resignation of Robert Heagney.

Pursuant to Section 615 of the Charter three of the eight membership slots are at-large slots. Members of the Open Space Committee are appointed to two year terms.

6. **Financial Impact:**
None

7. **Description of Documents Included with Submission:**
a) Volunteer Submission Form for Timothy Walczak



Simsbury, CT
933 Hopmeadow Street

Phone: (860) 658-3200

Volunteer Form

Good Government Starts with You

Date Submitted: October 4, 2017

Name: Timothy Walczak

Home Address: [REDACTED]

Mailing Address: [REDACTED]

Phone Number(s): [REDACTED]

Email Address: [REDACTED]

Party Affiliation: R

Current Occupation/Employer: Teacher, Simsbury Board of Education

Narrative: Time available is primarily during early evenings. I am a life long learner and can learn quickly through on the job experience. It is a passion of mine to be involved in the town for which I reside and will take any position seriously. I do have a 6th year degree in Educational Leadership with an 092 certification.

Board(s) / Committee(s): BUILDING CODE BOARD OF APPEALS
 CONSERVATION COMMISSION/INLAND WETLANDS & WATERCOURSES AGENCY
 HOUSING AUTHORITY
 HUMAN RELATIONS COMMISSION
 TECHNOLOGY TASK FORCE

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; Cheryl Cook, Sean Askham, Michael Paine, Chris Peterson and Christopher Kelly. Others in attendance included Town Manager Maria Capriola, Deputy Town Manager Melissa Appleby, Finance Director/Treasurer Amy Meriwether, Sarah Nielson from Main Street Partnership, and other interested parties.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC AUDIENCE

Joan Coe, 26 Whitcomb Drive, spoke about the Eno Trust and Eno Farms, a report from the Attorney General's office, Simsbury Volunteer Ambulance and AMR Ambulance response time, and other issues.

Dr. Michael Rinaldi, Pinnacle Mountain Road, spoke about articles in the Wall Street Journal, that he told everyone to read, and tax abatements. He also spoke about the Business Development Incentive Committee, the mil rate, and phase three of the middle school.

Dave Ryan, 20 Westledge Road, said Bob Hensley is now the new Chairman of the Simsbury Performing Arts Center. He also spoke about the tax abatement issue and mixed use development.

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 26, 2018, to approve the presented tax refunds in the amount of \$12,040.05, and to authorize Town Manager, Maria E. Capriola, to execute the tax refunds. Mr. Askham seconded the motion. All were in favor and the motion passed.

b) 2018/2019 JAG Local Violent Crime Prevention (VCP) Grant

Mr. Wellman said the Federal Justice Assistance Grant (JAG) program provides local police departments with funds to purchase protective gear and other equipment, including technology equipment. This grant award is for \$6,000.

Mr. Paine made a motion, effective November 26, 2018, to apply for and accept the 2018/2019 JAG Local VCP Grant that has been awarded to the Town, and to authorize Town Manager, Maria E. Capriola to execute all

documents related to the grant application and award. Mr. Askham seconded the motion. All were in favor and the motion passed.

c) Federal FY 2018 State Homeland Security Grant Program

Ms. Capriola said CROCOG provides a grant program for regional projects designed to benefit municipalities. Projects include regional collaboration, CBRNE detection and response, medical response systems, etc.

Mr. Askham made a motion, effective November 26, 2018 to approve the Federal Fiscal Year 2018 State, for regional allocations made through the Region 3 Regional Emergency Planning Team. Furthermore, effective November 26, 2018, to approve the attached resolution that authorizes the Town Manager to execute all documents related to the grant award. Mr. Paine seconded the motion. All were in favor and the motion passed.

d) Budget Status Report

Mr. Wellman said staff was asked to report the budget status every quarter now.

Ms. Meriwether went through the General Fund, Simsbury Farms and CRMA. She said the Education Cost Sharing Grant should be coming in at \$6,039,516, which is higher than expected. The Town received \$38,000 as part of its participation in CIRMA’s Member’s Equity Distribution program. She said Simsbury Farms has had losses many years, but this is being reviewed.

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

e) Proposed Revisions to Eno Memorial Hall Facility Use Policy and Fee Schedule

Mr. Wellman said the last update on the Eno Memorial Hall Facility Use Policy was in 2010. Staff has noted a number of challenges within the existing policy and a work group was formed was established to review the policy and fee schedule.

Mr. Kelly made a motion, effective November 26, 2018, to adopt the revisions to the Eno Memorial Hall Facility Use Policy and fee schedule as presented, effective January 1, 2019. Mr. Paine seconded the motion. All were in favor and the motion passed.

f) Eversource Energy Temporary Access Permit/Agreement

Mr. Wellman said Eversource has requested a temporary access permit to replace structures supporting existing electrical transmission lines as part of the 1726 Line Structure Replacement Project. The structures are not currently accessible from the existing Eversource right of way. The Town has asked for restricted hours of use from 7:00 a.m. to 5:00 p.m. Monday through Friday and that no access be allowed on the weekends with the exception of emergency access.

Mr. Paine made a motion, effective November 26, 2018, to authorize Town Manager Maria E. Capriola to execute a temporary access agreement/permit with Eversource Energy for the purposes of accessing their existing right of way on the east side of Ryan Circle and Hunting Ridge Road on Parcel ID 109 106 000 owned by the Town of Simsbury. The permit will be issued through June 30, 2019. Mr. Kelly seconded the motion. All were in favor and the motion passed.

g) Proposed Tax Abatement and Fee Waivers, 690 Hopmeadow Street and Proposed Revisions to Business Development Incentive Policy

Mr. Wellman said the Town received an application for business development at the property at 690 Hopmeadow Street will be turned into a Restaurant and five apartments. The applicant is no longer asking for the WPCA waiver. Mr. Wellman showed the total recommended 10-year tax abatement request.

After discussion, Mr. Askham made a motion to table the item on 690 Hopmeadow Street, until further information is received. Mr. Paine seconded the motion. All were in favor and the motion passed.

Mr. Askham made a motion, effective November 26, 2018, to revise the Business Development Incentive Policy as presented with the change in Application Procedures - Step 4. Ms. Cook seconded the motion. All were in favor and the motion passed.

h) Discussion of 2018-2019 Board of Selectmen Goals

Mr. Wellman said the Town Manager’s office was asked to organize the Board’s priorities by short and long term goals.

Mr. Askham made a motion, effective November 26, 2018, to adopt the 2018-19 Board of Selectmen goals as presented with a change in wording from “not important” to “not ranked.” Mr. Paine seconded the motion. All were in favor and the motion passed.

APPOINTMENTS AND RESIGNATIONS

a) Resignation of Peter Tedone from the Police Commission

Ms. Cook made a motion to accept the resignation of Peter Tedone (R) as a regular member of the Police Commission retroactive to November 15, 2018 with our thanks. Mr. Askham seconded the motion. All were in favor and the motion passed.

REVIEW OF MINUTES

a) Regular Meeting of November 14, 2018

There were no changes to the Regular Meeting Minutes of November 14, 2018, and, therefore, the minutes were adopted.

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

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

COMMUNICATIONS

- a) **Letter from M. Capriola re: American Flag Donation, dated November 13, 2018**
- b) **Letter from L. George re: FY2020 Budget Financial Support Request for Visitors Center, dated November 13, 2018**

Ms. Cook thanked the Simsbury Celebrates Committee for a wonderful event and job well done.

Mr. Wellman said the Board received a letter from the Chamber about the Visitor’s Center. At the Board of Selectmen meeting there was no discussion on this project. There was some discussion on having the Tourism Committee look at this issue and to possibly go digital with visitor’s information.

ADJOURN TO EXECUTIVE SESSION

- a) **Pursuant to CGS §1-200(6)(A) concerning the performance review of the Town Manager**

Mr. Askham made a motion to adjourn to Executive Session pursuant to CGS §1-200(6)(A) concerning the performance review of the Town Manager and to include Town Manager Maria E. Capriola at 7:27 p.m. Ms. Cook seconded the motion. All were in favor and the motion passed.

ADJOURN FROM EXECUTIVE SESSION

The Board of Selectmen members and Town Manager left executive session at 8:50 p.m.

ADJOURN

The meeting adjourned at 8:50 p.m.

Respectfully submitted,

Kathi Radocchio
Clerk



Simsbury Community
Television, Inc.
754 Hopmeadow St.
Lower level
Simsbury, CT 06070

November 24, 2018

Mary Glassman,
President

Nick Mason,
Vice President

Cris Noble,
Secretary

Rob Sternschein,
Treasurer

Board Members:

Donald Colantonio
Paul Henault
Ferg Jansen
Joncia Lytwynec
Wooda McNiven
Robert R. Moran, Jr.
Mark Orenstein
Deborah Payne
Ken Picard
Bob Thompson

Karen Handville,
Station Manager

Kristen Benedict,
Operations Assistant

Phyllis Fishberg,
Admin. Assistant

Dear Simsbury Selectmen:

As Vice President of the SCTV Board of Directors, I want to thank you for your donation to SCTV's operation budget. Your donation helps provide funding for the high cost of maintaining and purchasing cameras, editing hardware and software, and broadcasting equipment.

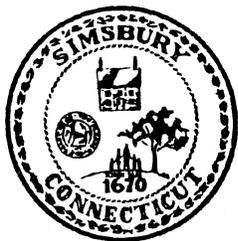
Thanks to your support and our many dedicated volunteers and staff, SCTV records and broadcasts most local government meetings, many of them in real time. Furthermore, these programs are available on SCTV's website: www.simsburytv.org or by a link from the Town of Simsbury's website: www.simsbury-ct.gov

Your support of Simsbury Community TV is very much appreciated. With your and the community's support, we hope to continue to evolve and improve as a media center where Simsbury citizens can share and find the information they need to live well and make informed decisions.

Sincerely yours,

A handwritten signature in black ink that reads 'Nick Mason'.

Nick Mason
Vice President, SCTV Board of Directors



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

MEMORANDUM

To: Board of Selectmen Members
From: Maria E. Capriola, Town Manager
Cc: Economic Development Commission
Date: December 12, 2018
Subject: Economic Development Commission Updates

The Economic Development Commission (EDC) had their first meeting on Tuesday November 27, 2018. The first meeting was largely utilized to provide an orientation to members, review the EDC work plan, and review housekeeping items.

At the meeting they appointed members to key roles including chair and vice chair. The Commission members appointed the following:

- Bob Crowther to serve as chair of the Economic Development Commission
- Carrie Meckel to serve as Vice Chair of the Economic Development Commission
- Ron Jodice to serve as the EDC liaison to the Zoning Commission
- Bill Freeman to serve as liaison to the Design Review Board

Additionally, the EDC recommended Peter van Loon to be the Commission's representative on the Business Development Incentive Committee. The appointment recommendation is included in the December 17th Board of Selectmen meeting packet.

If any Board of Selectmen members have questions about the EDC's first meeting, I am available to help answer them.

Thank you.



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

MEMORANDUM

To: Board of Selectmen Members
From: Maria E. Capriola, Town Manager
CC: Nicholas Boulter, Chief of Police; Amy Meriwether
Date: December 13, 2018
Subject: Change in Police Uniforms

Attached for your reference, please find a memorandum from Chief Boulter regarding his proposal to me for new Police uniforms. This project has been underway for a considerable amount of time and is ready for implementation. Chief Boulter's correspondence details the reasons for the uniform change in color and style.

I plan to approve the proposal. Additionally, the Police Commission has endorsed the change in uniforms. Sufficient funds are currently available to cover the cost of issuance of one uniform per officer as outlined. Should there be sufficient budgetary savings at year-end, the jacket purchase will be made as outlined.

I wanted to alert you to the upcoming change in uniforms should you receive questions from the public. Please do not hesitate to contact me or Chief Boulter with questions regarding this matter.



Simsbury Police Department

933 Hopmeadow Street

Simsbury, CT 06070



NICHOLAS J. BOULTER
CHIEF OF POLICE

MEMORANDUM

TO: Maria Capriola, Town Manager
FROM: Nicholas J. Boulter, Chief of Police
DATE: December 4, 2018
SUBJECT: New Uniforms Information

The Simsbury Police Department has been considering a new uniform for several years. The driving factors for the change are the officers' interests in a different style, the availability of the current uniform, the practicality of the current uniform, advancements, appearance and cost.

For years we have been told that the current uniform is becoming less available. It is not a common color (shirts and pants) and it may take up to several months to get a new shirt. The future availability is unknown. New uniforms are stocked and available within 48 hours.

The current uniform is not as practical as the newer style uniforms. A new pant style will provide:

- A useable pocket (hidden) on each thigh area for storage of tourniquets and equipment
- More flexibility for more comfort and mobility
- Greater durability
- Wicking properties against liquid (water, body fluids, etc.)

A new shirt style will provide:

- Better ventilation through mesh material on sides of body
- Additional hidden pockets behind standard pockets
- Sewn in microphone tab
- More consistent color (less variations/fading between shirts)
- Wicking properties against liquid (water, body fluids, etc.)

The new uniforms will have a fresh new look, yet with a traditional dark blue color. Changing to the blue uniform provides options for such as a dress blouse/jacket to be worn for promotional ceremonies, parades, funerals, etc. and for an exterior body armor vest carrier that looks like a shirt.

There will be cost savings in the initial uniform purchase for each new officer, as well as savings in the maintenance of the uniforms. Unlike the current uniform, the new uniform is completely

machine washable. The patch worn on each sleeve will undergo some color changes. The content remains the same, but the colors have been adjusted to coordinate with the uniform.

Funds from the asset forfeiture account can be used to purchase one new uniform for each sworn member (approximately \$297 per person). Additionally, officers receive an annual uniform allowance, adequate to fund almost three new complete uniforms. The winter and the reversible jackets will be replaced after the end of the 2018-2019 fiscal year. There should be ample funding left over in the Holiday Pay line item of the Police Budget (Account 51060) due to the option that officers have to choose vacation in lieu of pay for holidays.

Initial uniform and patches \$13,500.00 (Asset Forfeiture)

Jackets \$14,570.00 (Holiday Fund)

There will be a determined transition period that both uniforms could be worn (old and new). I estimate that will be a 3 – 6 month period depending on how quickly a vendor can provide uniforms.

Several members have worn the new uniform for a wear test and trial period. The feedback from members and the public has been very positive. The Simsbury Police Commission supports the uniform change.