



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

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SIMSBURY BOARD OF SELECTMEN Regular Meeting – February 22, 2021 – 6:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

- Email written comments to ebutler@simsbury-ct.gov by 12:00 PM on Monday, February 22, 2021 to be read into the record; or
- Email tfitzgerald@simsbury-ct.gov by 12:00 PM on Monday, February 22, 2021 to register to address the Board of Selectmen live through Zoom.

PRESENTATION

- a) Town Manager's Proposed FY 21/22 Budget

FIRST SELECTMAN'S REPORT

TOWN MANAGER'S REPORT

SELECTMEN ACTION

- a) Tax Refund Requests
- b) Lighting Upgrade Loan Agreement
- c) Proposed 2021 Simsbury Farms Golf Course Fee Schedule - Revised
- d) Renewal of Stoddard Dam/Reservoir Lease Agreement with Simsbury Fish and Game Club

REVIEW OF MINUTES

- a) February 8, 2021 Regular Meeting
- b) February 8, 2021 Special Meeting

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

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

COMMUNICATIONS

- a) [MS4 Annual Report](#)
- b) [2019-2020 Comprehensive Annual Financial Report](#)
- c) Memo from M. Capriola RE: Update from Staff on Senior Services Volunteer Driving Program, dated February 18, 2021

ADJOURN



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Town Manager's Fiscal Year 2021/2022 Proposed Budget
2. **Date of Board Meeting:** February 22, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Melissa Appleby, Deputy Town Manager; Amy Meriwether, Finance Director *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
This item is informational; no action is needed at this meeting.
5. **Summary of Submission:**
A presentation will be given at the February 22, 2021 meeting regarding the Town Manager's FY 21/22 proposed operating and capital budgets.

An in-depth budget workshop has been scheduled for Saturday, March 6th, and a separate budget workshop to review the Board of Education's capital plan on the evening of March 2nd. By Charter the Board of Selectmen must forward a recommended budget to the Board of Finance no later than March 31st. The Board of Selectmen is scheduled to take up the matter of budget adoption on March 8th. If an additional meeting is needed for budget consideration, I would recommend a special meeting be held on March 10th or 11th. The Board of Selectmen is scheduled to present its adopted budget to the Board of Finance on March 16th.

I would like to thank and commend Amy Meriwether, Melissa Appleby, and the leadership team for their dedicated and hard work in assisting with budget development.
6. **Financial Impact:**
Details of the financial impact of the Town Manager's FY 21/22 proposed operating and capital budgets will be covered during the presentation.
7. **Description of Documents Included with Submission:**
None



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Tax Refund Requests
2. **Date of Board Meeting:** February 22, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Colleen O'Connor, Tax Collector
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports approving the tax refunds as presented, the following motion is in order:

Move, effective February 22, 2021 to approve the presented tax refunds in the amount of \$8,239.92, 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 \$8,239.92. The attachment dated February 22, 2021 has a detailed listing of all requested tax refunds.
7. **Description of Documents Included with Submission:**
 - a) Requested Tax Refunds, dated February 22, 2021

REQUESTED TAX REFUNDS
FEBRUARY 22, 2021

	BILL NUMBER	TAX	INTEREST	TOTAL
List 2019				
Kayan, Meghan	19-01-0379	\$250.00		\$250.00
Fitzgerald, Luke	19-01-2605	\$488.72		\$488.72
AmeriNat (Coreano/Rivera-Ortiz)	19-01-2832	\$158.79		\$158.79
James, Daniel R	19-01-3828	\$2,788.76		\$2,788.76
Magee, Joyce E	19-01-4896	\$7.73		\$7.73
Higley (for new owner 2 Linda La)	19-01-6414	\$134.04		\$134.04
Sarkizi, Edi B	19-01-7227	\$263.37		\$263.37
Saunders, David C	19-01-7241	\$95.90		\$95.90
Turley, Patrick K	19-01-8402	\$291.11		\$291.11
HappyFroyo LLC	19-02-40396	\$230.40		\$230.40
Metacon Gun Club Inc	19-02-40568	\$316.38		\$316.38
ACAR Leasing Ltd	19-03-50025	\$374.76		\$374.76
ACAR Leasing Ltd	19-03-50046	\$660.20		\$660.20
ACAR Leasing Ltd	19-03-50066	\$97.70		\$97.70
ACAR Leasing Ltd	19-03-50076	\$228.66		\$228.66
Burk, Tyson J	19-03-52304	\$114.35		\$114.35
Irimia, Amber	19-03-58877	\$353.29		\$353.29
Nissan Infiniti LT	19-03-63687	\$736.05		\$736.05
Rapport, Douglas S	19-03-65449	\$208.48		\$208.48
Solomon Amy	19-03-67682	\$249.32		\$249.32
Edick,Alexander P	19-04-80761	\$16.00		\$16.00
Keller, Mersini G	19-04-81472	\$7.41		\$7.41
Parsons, John W	19-04-82098	\$5.00		\$5.00
Savino, Heather A	19-04-82399	\$16.89		\$16.89
Suski, Natalie J	19-04-82597	\$146.61		\$146.61
Total 2019		\$8,239.92	\$0.00	\$8,239.92
TOTAL 2019		\$8,239.92	\$0.00	\$8,239.92
TOTAL ALL YEARS		\$8,239.92	\$0.00	\$8,239.92



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Lighting Upgrade Loan Agreement
2. **Date of Board Meeting:** February 22, 2021
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Tom Roy, Director of Public Works
Maria E. Capriola
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports signing the loan documents to complete the energy upgrade project, the following motion is in order:

Move, effective February 22, 2021, to authorize Town Manager, Maria Capriola, to execute agreements with Eversource for each of the three lighting upgrade projects as presented.

5. **Summary of Submission:**

As you may recall from the fall¹, the Department of Public Works recently embarked on an energy efficiency lighting upgrade at Town Hall, the Library, and Simsbury Farms. The vendor was Environmental Systems Corporation (ESC). The cost for the upgrades will be paid for by the savings created by these upgrades. The return on investment is estimated between 2.5-3.1 years depending on the building. Further, the Connecticut Energy Efficiency Fund program allows for on-bill financing of the work with a 0% interest loan over a four-year period; this means that there is no up-front cost for the town, and the cost of the upgrade is paid through our savings on the monthly electric bills from Eversource.

Attached are the agreements with Eversource required to finalize and close out the project. Our Town Attorney and Bond Counsel have advised that Board review and approval of the agreements is needed prior to execution. Since the payback period is expected to last more than a year, they have also advised that the Board of Finance review and approve the agreements prior to execution.

The attached memo provides additional information on the program and the savings. Staff is investigating additional potential lighting upgrade projects for other facilities and parks such as the Band Shell at the Performing Arts Center.

¹ 9/14/20 Sustainability presentation & 10/26/20 Savings Initiatives memo

6. Financial Impact:

The total value of the work performed is \$255,197 and the Town received \$126,120 in incentive rebates through the Connect Energy Efficiency Fund. The remaining value will be financed over a 4-year period at 0% interest. The Town will immediately see savings of over \$10,500 per year based on \$0.17 per kWh. After the loan payments are completed, preliminary estimates indicate that the savings will be in excess of \$40,000 per year. Additional information is available in the attached memo.

7. Description of Documents Included with Submission:

- a) Memo from T. Roy, re: Lighting Upgrade Loan Memo, dated February 5, 2021
- b) Proposed Lighting Upgrade Loan Agreements



Town of Simsbury

66 TOWN FOREST ROAD, WEST SIMSBURY, CONNECTICUT 06092

~ Department of Public Works ~

Memorandum: **Lighting Upgrade – Closeout Loan Form**
To: **Maria Capriola, MPA – Town Manager**
CC: **Amy Meriwether, Melissa Appleby, Ray Harris**
From: **Thomas J. Roy, PE, CEM - Director of Public Works**
Date: **February 5, 2021**

The Town entered into an agreement with Environmental Systems Corporation (ESC) to perform lighting upgrades at Town Hall, the Library and Simsbury Farms. These agreements were made as part of the Connecticut Energy Efficiency Fund, administered by Eversource, which provides incentives to customers whose efficiency upgrades meet certain requirements. This program allows for all of the costs for the lighting upgrades to be financed through this program using the savings from the new more efficient lighting; this program will not require any out of pocket expense to the Town.

The expected annual savings is listed in the table below, and represents a combined annual savings of \$44,690 for the three facilities.

Location:	Project Value	Incentive	Cost after Incentive	Annual Savings		R.O.I. (years)
				kWh	\$	
Simsbury Farms	\$ 52,358	\$ 29,770	\$ 22,588	54,127	\$ 9,202	2.5
Library	\$108,131	\$ 58,318	\$ 49,813	106,033	\$ 18,026	2.8
Town Hall	\$ 94,708	\$ 41,089	\$ 53,619	102,723	\$ 17,463	3.1

The on-bill loan repayment will use a standard 48-month term with zero interest. This repayment process will allow for immediate savings in our operating budget. The anticipated annual savings during the repayment period, in table below (all values are conservatively based on a straight \$0.17/kWh with no escalation).

Location:	Monthly Payment	No. of Months	Annual Savings During Repayment
Simsbury Farms	\$ 471	48	\$ 8,731
Library	\$ 1,038	48	\$ 16,988
Town Hall	\$ 1,117	48	\$ 16,346

The Department of Public Works has reviewed the work and is recommending that the loan documents be signed to finalize the project.

MUNICIPAL LOAN AGREEMENT

Name of Borrower:	Town of Simsbury
Principal Place of Business:	725 Hopmeadow Drive
Project Name:	Simsbury Library
Project Number:	CT20P00023854

Section 1 Loan Agreement

THIS LOAN AGREEMENT: (the 'Agreement') is by and between the Connecticut Light and Power Company, doing business as Eversource Energy ('Eversource'), 107 Selden Street, Berlin, Connecticut 06037, in its capacity as manager of the Connecticut Energy Efficiency Fund ('CEEF') and ('Borrower'). Eversource and Borrower are each individually referred to as a 'Party' or collectively as 'Parties' in this Agreement. This Agreement consists of a customer application, a loan agreement, executive summary letter, and a customer assessment.

WHEREAS:

- a. Borrower desires to participate in the Municipal ('Municipal') Program offered by Eversource;
- b. Borrower desires to receive an incentive from the Municipal Program ('Municipal Program Incentive') to assist with the cost of installation of energy efficiency products or services at Borrower's facility as more fully described in the Customer Application Agreement;
- c. Borrower has selected a contractor to perform the installation of the Energy Efficiency Project from Eversource's list of pre-approved contractors ('Contractor');
- d. Borrower desires to obtain financing for the Energy Efficiency Project; and
- e. Eversource agrees to provide financing to the Borrower in accordance with this Agreement.

THEREFORE, in consideration of the foregoing and the mutual benefits and detriments described herein, the Parties acknowledge their understandings as follows:

1. Loan:

- a. Borrower agrees to install the Energy Efficiency Project in accordance with the Customer Application Agreement, Executive Summary Letter, and Customer Assessment.
- b. Borrower or Borrower's Contractor will provide Eversource with written notification of the completion of installation of the Energy Efficiency Project.
- c. Eversource may perform a post-installation inspection and verification of the Energy Efficiency Project.
- d. Upon completion of Section 1 (a) through (c) and execution of this Agreement, Eversource agrees to advance to the Borrower's Contractor, the full amount agreed upon by the Borrower and the Contractor for completion of the Energy Efficiency Project ('Total Energy Efficiency Project Cost').
- e. Borrower agrees to pay to Eversource the Total Energy Efficiency Project Cost minus the Municipal Program Incentive ('Loan Amount') as set forth in Section 2.

2. Payment:

- a. Borrower promises to pay to the order of Eversource in accordance with the terms of this Agreement (see Section 2).
- b. Borrower agrees and understands that the Loan Amount and the Monthly Payment will appear on either Borrower's monthly electric bill as a separate line item or a separate bill from the utility company entitled 'C&LM Loan Monthly Fee'.
- c. Borrower agrees and understands the Monthly Payment is payable according to the terms stated on Borrower's bill, which includes a one (1%) percent late fee if the Monthly Payment is not paid in full by the specified due date.
- d. Borrower agrees and understands that the first Monthly Payment will be due on the first bill upon which it appears following the execution of this Agreement.

3. Interest: Borrower understands that interest will not be applied under this Agreement.

4. Default: Borrower agrees and understands that the occurrence of any of the following events shall be a "Default".

- a. The nonpayment when due of any payment hereunder.
- b. Borrower becomes insolvent or shall suffer or consent to or apply for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property or shall fail to pay its debts when they become due, or shall make a general assignment for the benefit of creditors or any petition be filed by or against the Borrower under any provision or any bankruptcy or insolvency statute.
- c. The reorganization, dissolution, merger, consolidation, liquidation, sale of assets or equity interests in Borrower.
- d. Any statement or document (including Customer Application Agreement, Executive Summary Letter or Customer Assessment) provided by Borrower or its Contractor to Eversource in connection with this Agreement or any representation or warranty made by Borrower or its Contractor under this Agreement shall prove to be incorrect, false, or misleading in any material respect when furnished or made.
- e. The death of any individual Borrower or guarantor.

5. Cure for Default for Borrower's Failure to Make Timely Payments: In case of Default due solely to Borrower's failure to make timely payment as called for in this Agreement, Borrower may cure said Default by making full payment of any Monthly Payments overdue under this Agreement, including any fees, as described in Section 6 below.

Customer Name:

Project Name:

6. Late Payment Fees: Borrower agrees and understands that if the Monthly Payment stated on Borrower's bill is not paid in full by the specified due date, a one percent late fee will be applied.

7. Acceleration:

a. Borrower agrees and understands that in the instance of Default under Section 4, upon fifteen (15) days written notice to Borrower from Eversource, the entire Loan Amount (including any fees) will be due and payable immediately.

b. Borrower agrees and understands that in the case of Default under section 4(b), acceleration is automatic.

8. Eversource's Legal Remedies:

a. Borrower agrees and understands that upon Default, Eversource will pursue any and all legal remedies, including, but not limited to, collections action.

b. Borrower agrees and understands that in the instance of Default, Borrower is responsible for all collection-related costs, including, but not limited to, attorneys fees and court costs.

9. Joint and Several Liability: Borrower agrees and understands that if there is more than one Borrower, each Borrower shall be jointly and severally liable for the balance.

10. Independent Contractor: Borrower agrees and understands that Contractor is an independent contractor and is not affiliated in any way with Eversource or its affiliates or with the State of Connecticut or any of its regulatory bodies in any capacity.

11. Warranties: Borrower agrees and understands that Eversource is not affiliated with the Contractor, is not involved in the construction or installation of the Energy Efficiency Project makes no warranties, expressed or implied, regarding the Municipal Program Project and any part of the construction or installation thereof.

12. Tax Liability: Borrower agrees and understands that Eversource is not responsible for any tax liability, if any, imposed on Borrower as a result of Borrower's participation in the Municipal Program and that Borrower has consulted with its own tax counsel as to any tax effect.

13. Energy Savings:

a. Borrower agrees and understands that Eversource does not warranty that the Borrower's actual savings will occur at the level projected in the Executive Summary Letter and Customer Assessment prepared by Contractor for Borrower and further agrees that energy efficiency construction involves factors that are impossible to predict such as changes in facility usage, operating hours, equipment, weather, or many other factors which may impact the Borrower's future electric energy use or cost. **BORROWER ACKNOWLEDGES THAT THE ACTUAL ELECTRICAL ENERGY SAVINGS MAY BE LESS THAN THE SUM ADVANCED FOR THE ENERGY EFFICIENCY PROJECT PURSUANT TO THIS AGREEMENT.**

b. Customer, Participant, and Contractor/Arranger acknowledge and agree that any and all payments, benefits and/or credits associated with or applicable to any Eversource customer's participation in the program that is the subject of this Agreement in connection with the ISO New England, Inc. Forward Capacity Market ("FCM") or any currently existing or successor or replacement markets, (including, but not limited to, any and all transitional FCM credits or payments or any and all other capacity-related credits, payments and/or benefits for which such customer is eligible) shall be deemed as and form capacity payments, credits and/or benefits of Eversource as applicable. Customer, Participant, and Contractor/Arranger hereby assign to Eversource, as applicable, all of their right, title and interest in and to any and all such capacity payments, credits and/or benefits and shall take any and all action, including executing and delivering any and all documents and/or instruments, as requested by Eversource, as applicable, to evidence the same. FCM means the market for procuring capacity pursuant to ISO-NE Tariff, FERC Electric Tariff No. 3, Section III, Market Rule 1, Section 13, any modifications to the FCM, or any successor or replacement market/capacity procurement process. In accordance with the Department of Public Utility Control's ("DPUCs") September 29, 2008 decision in Docket No. 05-07-19RE01, DPUC Proceeding to Develop a New Distributed Resources Portfolio Standard (Class III) – 2007 Revisions, (as supplemented by the Department February 11, 2010 decision in Docket No.

05-07-19RE02), neither Customer nor Participant nor Contractor/Arranger is eligible to receive or retain any Class III conservation credits or any and all environmental credits or benefits in connection with the program that is the subject of this Agreement and Contractor hereby acknowledges and agrees to the same. Contractor further acknowledges and agrees that such credits shall be retained by Eversource for the benefit of its customers through the CEEF. The Customer, Participant, and Contractor/Arranger agrees to execute any and all documents and/or instruments as requested by CEEF Manager to evidence such assignment. In the event that the DPUC amends or modifies the allocation of Class III conservation credits as reflected in its September 29, 2008 decision, then the allocation of such credits utilized by Eversource Effective Date of shall be the allocation in effect (per the applicable DPUC decision) on the Agreement and/or Letter of Agreement.

14. Elimination and/or Reduction of CEEF: Eversource Customer agrees and understands that payment under this Agreement derives from the Municipal Program, which while administered by Eversource is funded through a charge on customer bills and other sources. Customer also agrees and understands that Eversource is and shall not be responsible for any costs or damages incurred by Customer in the event that funding for energy efficiency programs, including but not limited to the Municipal Program, is reduced or eliminated by the State of Connecticut, whether by the Governor, the Legislature, the Department of Public Utility Control, or preempted or otherwise affected by the action of the federal government of the United States of America.

15. Indemnification: Borrower shall indemnify, defend and hold harmless Eversource, its parent, directors, officers, employees and agents (including, but not limited to, its affiliates, contractors, and employees), from and against all liabilities, damages, losses, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement, including, but not limited to the wrongful or negligent acts or omissions of the Contractor.

16. Amendment: This Agreement may be modified or amended only by a writing executed by the Parties.

17. Third Parties: In no event shall this Agreement be deemed to give any rights or entitlements to any third party, including Contractor and that this Agreement is solely for setting forth the understandings and obligations of the Parties.

18. Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of laws principles and shall be subject to all applicable laws governing the subject matter hereof.

19. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.



Customer Name:

Project Name:

20. Notices: Notices required by this Agreement shall be addressed to the other Party, including the other Party's representative at the addresses noted below:

Eversource Energy Efficiency:

Eversource
107 Selden Street
Berlin, CT 06037
Attn: Energy Efficiency
Consultant _____

With a copy to:

Eversource Service Company
Legal Department
107 Selden Street
Berlin, CT 06037

Any notice, request, consent or other communication required or authorized under this Agreement to be given by one Party to the other Parties shall be in writing. It shall either be personally delivered, or mailed, return receipt requested, or by overnight carrier. Any such notice, request, consent or other communication shall be deemed to be given when delivered. Routine communications concerning the Agreement or other matters as expressly agreed to by the Parties shall be exempt from the requirements of Section 20 and may be made in any manner agreed to by the Parties.

21. Complete Agreement: This Agreement shall constitute the complete agreement between the Parties. All prior communications, whether oral or written, shall be superseded by the Agreement and shall not bind the Parties. No change to the Agreement shall be binding upon the Parties unless made in writing and signed by both Parties.

Customer Name:
Project Name:

Section 2

Project Name Simsbury Library			Project Number CT20P00023854		
Name of Borrower Town of Simsbury			Principal Place of Business		
Total Project Cost \$ 108,131.17	Incentive \$ 58,318.15	Loan Amount \$ 49,813.02	Monthly Payment \$ 1,037.77	No. of Months 48	Customer Unfinanced Balance / Buydown* \$

Please note: If the Borrower sells the business, and there is a remaining balance on the loan, the Borrower will continue to be responsible for the loan unless this loan is specifically referenced in the purchase and sale agreement, and the purchaser has specifically agreed to assume the remaining balance of this loan. Please contact Eversource for more information.

By my signature below, I certify that I have read, understand and agreed to the terms of this agreement.

Signature of Authorized Representative of Borrower	Signature of Authorized Representative of Contractor 
Name of Customer (print)	Name of Signer (print) Daniela Iozzo
Date of Signature	Date of Signature 01/15/2021
Customer Title (print)	Title of Signer (print) Project Manager
Federal Tax ID or Social Security Number	Federal Tax ID or Social Security Number 06-0880545
Service Street Address	Contractor Street Address 18 Jansen Court
Service City, State & Zip Code	City, State & Zip Code West Hartford, CT 06110
Billing Street Address	Contractor Phone Number (860) 953-8800
Billing City, State & Zip Code	<input type="checkbox"/> Contractor verified customer's ID Please indicate Billing Preference below (required): <input type="checkbox"/> Include Loan on Monthly Electric Bill <input type="checkbox"/> Bill Separately
Customer Electric Billing Account Number	
Customer Email Address	

Accepted Eversource:

Authorized Eversource Representative Signature	Date
Print Name	Title

*Customer unfinanced balance to be paid at completion of project.

MUNICIPAL LOAN AGREEMENT

Name of Borrower:	Town of Simsbury
Principal Place of Business:	100 Old Farms Rd
Project Name:	Simsbury Parks and Rec
Project Number:	CT20P00023863

Section 1 Loan Agreement

THIS LOAN AGREEMENT: (the 'Agreement') is by and between the Connecticut Light and Power Company, doing business as Eversource Energy ('Eversource'), 107 Selden Street, Berlin, Connecticut 06037, in its capacity as manager of the Connecticut Energy Efficiency Fund ('CEEF') and ('Borrower'). Eversource and Borrower are each individually referred to as a 'Party' or collectively as 'Parties' in this Agreement. This Agreement consists of a customer application, a loan agreement, executive summary letter, and a customer assessment.

WHEREAS:

- a. Borrower desires to participate in the Municipal ('Municipal') Program offered by Eversource;
- b. Borrower desires to receive an incentive from the Municipal Program ('Municipal Program Incentive') to assist with the cost of installation of energy efficiency products or services at Borrower's facility as more fully described in the Customer Application Agreement;
- c. Borrower has selected a contractor to perform the installation of the Energy Efficiency Project from Eversource's list of pre-approved contractors ('Contractor');
- d. Borrower desires to obtain financing for the Energy Efficiency Project; and
- e. Eversource agrees to provide financing to the Borrower in accordance with this Agreement.

THEREFORE, in consideration of the foregoing and the mutual benefits and detriments described herein, the Parties acknowledge their understandings as follows:

1. Loan:

- a. Borrower agrees to install the Energy Efficiency Project in accordance with the Customer Application Agreement, Executive Summary Letter, and Customer Assessment.
- b. Borrower or Borrower's Contractor will provide Eversource with written notification of the completion of installation of the Energy Efficiency Project.
- c. Eversource may perform a post-installation inspection and verification of the Energy Efficiency Project.
- d. Upon completion of Section 1 (a) through (c) and execution of this Agreement, Eversource agrees to advance to the Borrower's Contractor, the full amount agreed upon by the Borrower and the Contractor for completion of the Energy Efficiency Project ('Total Energy Efficiency Project Cost').
- e. Borrower agrees to pay to Eversource the Total Energy Efficiency Project Cost minus the Municipal Program Incentive ('Loan Amount') as set forth in Section 2.

2. Payment:

- a. Borrower promises to pay to the order of Eversource in accordance with the terms of this Agreement (see Section 2).
- b. Borrower agrees and understands that the Loan Amount and the Monthly Payment will appear on either Borrower's monthly electric bill as a separate line item or a separate bill from the utility company entitled 'C&LM Loan Monthly Fee'.
- c. Borrower agrees and understands the Monthly Payment is payable according to the terms stated on Borrower's bill, which includes a one (1%) percent late fee if the Monthly Payment is not paid in full by the specified due date.
- d. Borrower agrees and understands that the first Monthly Payment will be due on the first bill upon which it appears following the execution of this Agreement.

3. Interest: Borrower understands that interest will not be applied under this Agreement.

4. Default: Borrower agrees and understands that the occurrence of any of the following events shall be a "Default".

- a. The nonpayment when due of any payment hereunder.
- b. Borrower becomes insolvent or shall suffer or consent to or apply for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property or shall fail to pay its debts when they become due, or shall make a general assignment for the benefit of creditors or any petition be filed by or against the Borrower under any provision or any bankruptcy or insolvency statute.
- c. The reorganization, dissolution, merger, consolidation, liquidation, sale of assets or equity interests in Borrower.
- d. Any statement or document (including Customer Application Agreement, Executive Summary Letter or Customer Assessment) provided by Borrower or its Contractor to Eversource in connection with this Agreement or any representation or warranty made by Borrower or its Contractor under this Agreement shall prove to be incorrect, false, or misleading in any material respect when furnished or made.
- e. The death of any individual Borrower or guarantor.

5. Cure for Default for Borrower's Failure to Make Timely Payments: In case of Default due solely to Borrower's failure to make timely payment as called for in this Agreement, Borrower may cure said Default by making full payment of any Monthly Payments overdue under this Agreement, including any fees, as described in Section 6 below.

Customer Name:

Project Name:

6. Late Payment Fees: Borrower agrees and understands that if the Monthly Payment stated on Borrower's bill is not paid in full by the specified due date, a one percent late fee will be applied.

7. Acceleration:

a. Borrower agrees and understands that in the instance of Default under Section 4, upon fifteen (15) days written notice to Borrower from Eversource, the entire Loan Amount (including any fees) will be due and payable immediately.

b. Borrower agrees and understands that in the case of Default under section 4(b), acceleration is automatic.

8. Eversource's Legal Remedies:

a. Borrower agrees and understands that upon Default, Eversource will pursue any and all legal remedies, including, but not limited to, collections action.

b. Borrower agrees and understands that in the instance of Default, Borrower is responsible for all collection-related costs, including, but not limited to, attorneys fees and court costs.

9. Joint and Several Liability: Borrower agrees and understands that if there is more than one Borrower, each Borrower shall be jointly and severally liable for the balance.

10. Independent Contractor: Borrower agrees and understands that Contractor is an independent contractor and is not affiliated in any way with Eversource or its affiliates or with the State of Connecticut or any of its regulatory bodies in any capacity.

11. Warranties: Borrower agrees and understands that Eversource is not affiliated with the Contractor, is not involved in the construction or installation of the Energy Efficiency Project makes no warranties, expressed or implied, regarding the Municipal Program Project and any part of the construction or installation thereof.

12. Tax Liability: Borrower agrees and understands that Eversource is not responsible for any tax liability, if any, imposed on Borrower as a result of Borrower's participation in the Municipal Program and that Borrower has consulted with its own tax counsel as to any tax effect.

13. Energy Savings:

a. Borrower agrees and understands that Eversource does not warranty that the Borrower's actual savings will occur at the level projected in the Executive Summary Letter and Customer Assessment prepared by Contractor for Borrower and further agrees that energy efficiency construction involves factors that are impossible to predict such as changes in facility usage, operating hours, equipment, weather, or many other factors which may impact the Borrower's future electric energy use or cost. **BORROWER ACKNOWLEDGES THAT THE ACTUAL ELECTRICAL ENERGY SAVINGS MAY BE LESS THAN THE SUM ADVANCED FOR THE ENERGY EFFICIENCY PROJECT PURSUANT TO THIS AGREEMENT.**

b. Customer, Participant, and Contractor/Arranger acknowledge and agree that any and all payments, benefits and/or credits associated with or applicable to any Eversource customer's participation in the program that is the subject of this Agreement in connection with the ISO New England, Inc. Forward Capacity Market ('FCM') or any currently existing or successor or replacement markets, (including, but not limited to, any and all transitional FCM credits or payments or any and all other capacity-related credits, payments and/or benefits for which such customer is eligible) shall be deemed as and form capacity payments, credits and/or benefits of Eversource as applicable. Customer, Participant, and Contractor/Arranger hereby assign to Eversource, as applicable, all of their right, title and interest in and to any and all such capacity payments, credits and/or benefits and shall take any and all action, including executing and delivering any and all documents and/or instruments, as requested by Eversource, as applicable, to evidence the same. FCM means the market for procuring capacity pursuant to ISO-NE Tariff, FERC Electric Tariff No. 3, Section III, Market Rule 1, Section 13, any modifications to the FCM, or any successor or replacement market/capacity procurement process. In accordance with the Department of Public Utility Control's ('DPUCs') September 29, 2008 decision in Docket No. 05-07-19RE01, DPUC Proceeding to Develop a New Distributed Resources Portfolio Standard (Class III) – 2007 Revisions, (as supplemented by the Department February 11, 2010 decision in Docket No.

05-07-19RE02), neither Customer nor Participant nor Contractor/Arranger is eligible to receive or retain any Class III conservation credits or any and all environmental credits or benefits in connection with the program that is the subject of this Agreement and Contractor hereby acknowledges and agrees to the same. Contractor further acknowledges and agrees that such credits shall be retained by Eversource for the benefit of its customers through the CEEF. The Customer, Participant, and Contractor/Arranger agrees to execute any and all documents and/or instruments as requested by CEEF Manager to evidence such assignment. In the event that the DPUC amends or modifies the allocation of Class III conservation credits as reflected in its September 29, 2008 decision, then the allocation of such credits utilized by Eversource Effective Date of shall be the allocation in effect (per the applicable DPUC decision) on the Agreement and/or Letter of Agreement.

14. Elimination and/or Reduction of CEEF: Eversource Customer agrees and understands that payment under this Agreement derives from the Municipal Program, which while administered by Eversource is funded through a charge on customer bills and other sources. Customer also agrees and understands that Eversource is and shall not be responsible for any costs or damages incurred by Customer in the event that funding for energy efficiency programs, including but not limited to the Municipal Program, is reduced or eliminated by the State of Connecticut, whether by the Governor, the Legislature, the Department of Public Utility Control, or preempted or otherwise affected by the action of the federal government of the United States of America.

15. Indemnification: Borrower shall indemnify, defend and hold harmless Eversource, its parent, directors, officers, employees and agents (including, but not limited to, its affiliates, contractors, and employees), from and against all liabilities, damages, losses, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement, including, but not limited to the wrongful or negligent acts or omissions of the Contractor.

16. Amendment: This Agreement may be modified or amended only by a writing executed by the Parties.

17. Third Parties: In no event shall this Agreement be deemed to give any rights or entitlements to any third party, including Contractor and that this Agreement is solely for setting forth the understandings and obligations of the Parties.

18. Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of laws principles and shall be subject to all applicable laws governing the subject matter hereof.

19. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.



Customer Name:

Project Name:

20. Notices: Notices required by this Agreement shall be addressed to the other Party, including the other Party's representative at the addresses noted below:

Eversource Energy Efficiency:

Eversource
107 Selden Street
Berlin, CT 06037
Attn: Energy Efficiency
Consultant _____

With a copy to:

Eversource Service Company
Legal Department
107 Selden Street
Berlin, CT 06037

Any notice, request, consent or other communication required or authorized under this Agreement to be given by one Party to the other Parties shall be in writing. It shall either be personally delivered, or mailed, return receipt requested, or by overnight carrier. Any such notice, request, consent or other communication shall be deemed to be given when delivered. Routine communications concerning the Agreement or other matters as expressly agreed to by the Parties shall be exempt from the requirements of Section 20 and may be made in any manner agreed to by the Parties.

21. Complete Agreement: This Agreement shall constitute the complete agreement between the Parties. All prior communications, whether oral or written, shall be superseded by the Agreement and shall not bind the Parties. No change to the Agreement shall be binding upon the Parties unless made in writing and signed by both Parties.

Customer Name:
Project Name:

Section 2

Project Name Simsbury Parks and Rec			Project Number CT20P00023863		
Name of Borrower Town of Simsbury			Principal Place of Business		
Total Project Cost \$ 52,357.98	Incentive \$ 29,769.85	Loan Amount \$ 22,588.13	Monthly Payment \$ 470.59	No. of Months 48	Customer Unfinanced Balance / Buydown* \$

Please note: If the Borrower sells the business, and there is a remaining balance on the loan, the Borrower will continue to be responsible for the loan unless this loan is specifically referenced in the purchase and sale agreement, and the purchaser has specifically agreed to assume the remaining balance of this loan. Please contact Eversource for more information.

By my signature below, I certify that I have read, understand and agreed to the terms of this agreement.

Signature of Authorized Representative of Borrower	Signature of Authorized Representative of Contractor 
Name of Customer (print)	Name of Signer (print) Daniela lozzo
Date of Signature	Date of Signature 01/15/2021
Customer Title (print)	Title of Signer (print) Project Manager
Federal Tax ID or Social Security Number	Federal Tax ID or Social Security Number 06-0880545
Service Street Address	Contractor Street Address 18 Jansen Court
Service City, State & Zip Code	City, State & Zip Code West Hartford, CT 06110
Billing Street Address	Contractor Phone Number (860) 953-8800
Billing City, State & Zip Code	<input type="checkbox"/> Contractor verified customer's ID Please indicate Billing Preference below (required): <input type="checkbox"/> Include Loan on Monthly Electric Bill <input type="checkbox"/> Bill Separately
Customer Electric Billing Account Number	
Customer Email Address	

Accepted Eversource:

Authorized Eversource Representative Signature	Date
Print Name	Title

*Customer unfinanced balance to be paid at completion of project.

MUNICIPAL LOAN AGREEMENT

Name of Borrower:	Town of Simsbury
Principal Place of Business:	933 Hopmeadow Street
Project Name:	Simsbury Town Hall
Project Number:	CT20P00023862

Section 1 Loan Agreement

THIS LOAN AGREEMENT: (the 'Agreement') is by and between the Connecticut Light and Power Company, doing business as Eversource Energy ('Eversource'), 107 Selden Street, Berlin, Connecticut 06037, in its capacity as manager of the Connecticut Energy Efficiency Fund ('CEEF') and ('Borrower'). Eversource and Borrower are each individually referred to as a 'Party' or collectively as 'Parties' in this Agreement. This Agreement consists of a customer application, a loan agreement, executive summary letter, and a customer assessment.

WHEREAS:

- a. Borrower desires to participate in the Municipal ('Municipal') Program offered by Eversource;
- b. Borrower desires to receive an incentive from the Municipal Program ('Municipal Program Incentive') to assist with the cost of installation of energy efficiency products or services at Borrower's facility as more fully described in the Customer Application Agreement;
- c. Borrower has selected a contractor to perform the installation of the Energy Efficiency Project from Eversource's list of pre-approved contractors ('Contractor');
- d. Borrower desires to obtain financing for the Energy Efficiency Project; and
- e. Eversource agrees to provide financing to the Borrower in accordance with this Agreement.

THEREFORE, in consideration of the foregoing and the mutual benefits and detriments described herein, the Parties acknowledge their understandings as follows:

1. Loan:

- a. Borrower agrees to install the Energy Efficiency Project in accordance with the Customer Application Agreement, Executive Summary Letter, and Customer Assessment.
- b. Borrower or Borrower's Contractor will provide Eversource with written notification of the completion of installation of the Energy Efficiency Project.
- c. Eversource may perform a post-installation inspection and verification of the Energy Efficiency Project.
- d. Upon completion of Section 1 (a) through (c) and execution of this Agreement, Eversource agrees to advance to the Borrower's Contractor, the full amount agreed upon by the Borrower and the Contractor for completion of the Energy Efficiency Project ('Total Energy Efficiency Project Cost').
- e. Borrower agrees to pay to Eversource the Total Energy Efficiency Project Cost minus the Municipal Program Incentive ('Loan Amount') as set forth in Section 2.

2. Payment:

- a. Borrower promises to pay to the order of Eversource in accordance with the terms of this Agreement (see Section 2).
- b. Borrower agrees and understands that the Loan Amount and the Monthly Payment will appear on either Borrower's monthly electric bill as a separate line item or a separate bill from the utility company entitled 'C&LM Loan Monthly Fee'.
- c. Borrower agrees and understands the Monthly Payment is payable according to the terms stated on Borrower's bill, which includes a one (1%) percent late fee if the Monthly Payment is not paid in full by the specified due date.
- d. Borrower agrees and understands that the first Monthly Payment will be due on the first bill upon which it appears following the execution of this Agreement.

3. Interest: Borrower understands that interest will not be applied under this Agreement.

4. Default: Borrower agrees and understands that the occurrence of any of the following events shall be a "Default".

- a. The nonpayment when due of any payment hereunder.
- b. Borrower becomes insolvent or shall suffer or consent to or apply for the appointment of a receiver, trustee, custodian or liquidator of itself or any of its property or shall fail to pay its debts when they become due, or shall make a general assignment for the benefit of creditors or any petition be filed by or against the Borrower under any provision or any bankruptcy or insolvency statute.
- c. The reorganization, dissolution, merger, consolidation, liquidation, sale of assets or equity interests in Borrower.
- d. Any statement or document (including Customer Application Agreement, Executive Summary Letter or Customer Assessment) provided by Borrower or its Contractor to Eversource in connection with this Agreement or any representation or warranty made by Borrower or its Contractor under this Agreement shall prove to be incorrect, false, or misleading in any material respect when furnished or made.
- e. The death of any individual Borrower or guarantor.

5. Cure for Default for Borrower's Failure to Make Timely Payments: In case of Default due solely to Borrower's failure to make timely payment as called for in this Agreement, Borrower may cure said Default by making full payment of any Monthly Payments overdue under this Agreement, including any fees, as described in Section 6 below.

Customer Name:

Project Name:

6. Late Payment Fees: Borrower agrees and understands that if the Monthly Payment stated on Borrower's bill is not paid in full by the specified due date, a one percent late fee will be applied.

7. Acceleration:

a. Borrower agrees and understands that in the instance of Default under Section 4, upon fifteen (15) days written notice to Borrower from Eversource, the entire Loan Amount (including any fees) will be due and payable immediately.

b. Borrower agrees and understands that in the case of Default under section 4(b), acceleration is automatic.

8. Eversource's Legal Remedies:

a. Borrower agrees and understands that upon Default, Eversource will pursue any and all legal remedies, including, but not limited to, collections action.

b. Borrower agrees and understands that in the instance of Default, Borrower is responsible for all collection-related costs, including, but not limited to, attorneys fees and court costs.

9. Joint and Several Liability: Borrower agrees and understands that if there is more than one Borrower, each Borrower shall be jointly and severally liable for the balance.

10. Independent Contractor: Borrower agrees and understands that Contractor is an independent contractor and is not affiliated in any way with Eversource or its affiliates or with the State of Connecticut or any of its regulatory bodies in any capacity.

11. Warranties: Borrower agrees and understands that Eversource is not affiliated with the Contractor, is not involved in the construction or installation of the Energy Efficiency Project makes no warranties, expressed or implied, regarding the Municipal Program Project and any part of the construction or installation thereof.

12. Tax Liability: Borrower agrees and understands that Eversource is not responsible for any tax liability, if any, imposed on Borrower as a result of Borrower's participation in the Municipal Program and that Borrower has consulted with its own tax counsel as to any tax effect.

13. Energy Savings:

a. Borrower agrees and understands that Eversource does not warranty that the Borrower's actual savings will occur at the level projected in the Executive Summary Letter and Customer Assessment prepared by Contractor for Borrower and further agrees that energy efficiency construction involves factors that are impossible to predict such as changes in facility usage, operating hours, equipment, weather, or many other factors which may impact the Borrower's future electric energy use or cost. **BORROWER ACKNOWLEDGES THAT THE ACTUAL ELECTRICAL ENERGY SAVINGS MAY BE LESS THAN THE SUM ADVANCED FOR THE ENERGY EFFICIENCY PROJECT PURSUANT TO THIS AGREEMENT.**

b. Customer, Participant, and Contractor/Arranger acknowledge and agree that any and all payments, benefits and/or credits associated with or applicable to any Eversource customer's participation in the program that is the subject of this Agreement in connection with the ISO New England, Inc. Forward Capacity Market ("FCM") or any currently existing or successor or replacement markets, (including, but not limited to, any and all transitional FCM credits or payments or any and all other capacity-related credits, payments and/or benefits for which such customer is eligible) shall be deemed as and form capacity payments, credits and/or benefits of Eversource as applicable. Customer, Participant, and Contractor/Arranger hereby assign to Eversource, as applicable, all of their right, title and interest in and to any and all such capacity payments, credits and/or benefits and shall take any and all action, including executing and delivering any and all documents and/or instruments, as requested by Eversource, as applicable, to evidence the same. FCM means the market for procuring capacity pursuant to ISO-NE Tariff, FERC Electric Tariff No. 3, Section III, Market Rule 1, Section 13, any modifications to the FCM, or any successor or replacement market/capacity procurement process. In accordance with the Department of Public Utility Control's ("DPUCs") September 29, 2008 decision in Docket No. 05-07-19RE01, DPUC Proceeding to Develop a New Distributed Resources Portfolio Standard (Class III) – 2007 Revisions, (as supplemented by the Department February 11, 2010 decision in Docket No.

05-07-19RE02), neither Customer nor Participant nor Contractor/Arranger is eligible to receive or retain any Class III conservation credits or any and all environmental credits or benefits in connection with the program that is the subject of this Agreement and Contractor hereby acknowledges and agrees to the same. Contractor further acknowledges and agrees that such credits shall be retained by Eversource for the benefit of its customers through the CEEF. The Customer, Participant, and Contractor/Arranger agrees to execute any and all documents and/or instruments as requested by CEEF Manager to evidence such assignment. In the event that the DPUC amends or modifies the allocation of Class III conservation credits as reflected in its September 29, 2008 decision, then the allocation of such credits utilized by Eversource Effective Date of shall be the allocation in effect (per the applicable DPUC decision) on the Agreement and/or Letter of Agreement.

14. Elimination and/or Reduction of CEEF: Eversource Customer agrees and understands that payment under this Agreement derives from the Municipal Program, which while administered by Eversource is funded through a charge on customer bills and other sources. Customer also agrees and understands that Eversource is and shall not be responsible for any costs or damages incurred by Customer in the event that funding for energy efficiency programs, including but not limited to the Municipal Program, is reduced or eliminated by the State of Connecticut, whether by the Governor, the Legislature, the Department of Public Utility Control, or preempted or otherwise affected by the action of the federal government of the United States of America.

15. Indemnification: Borrower shall indemnify, defend and hold harmless Eversource, its parent, directors, officers, employees and agents (including, but not limited to, its affiliates, contractors, and employees), from and against all liabilities, damages, losses, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement, including, but not limited to the wrongful or negligent acts or omissions of the Contractor.

16. Amendment: This Agreement may be modified or amended only by a writing executed by the Parties.

17. Third Parties: In no event shall this Agreement be deemed to give any rights or entitlements to any third party, including Contractor and that this Agreement is solely for setting forth the understandings and obligations of the Parties.

18. Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflicts of laws principles and shall be subject to all applicable laws governing the subject matter hereof.

19. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.



Customer Name:

Project Name:

20. Notices: Notices required by this Agreement shall be addressed to the other Party, including the other Party's representative at the addresses noted below:

Eversource Energy Efficiency:

Eversource
107 Selden Street
Berlin, CT 06037
Attn: Energy Efficiency
Consultant _____

With a copy to:

Eversource Service Company
Legal Department
107 Selden Street
Berlin, CT 06037

Any notice, request, consent or other communication required or authorized under this Agreement to be given by one Party to the other Parties shall be in writing. It shall either be personally delivered, or mailed, return receipt requested, or by overnight carrier. Any such notice, request, consent or other communication shall be deemed to be given when delivered. Routine communications concerning the Agreement or other matters as expressly agreed to by the Parties shall be exempt from the requirements of Section 20 and may be made in any manner agreed to by the Parties.

21. Complete Agreement: This Agreement shall constitute the complete agreement between the Parties. All prior communications, whether oral or written, shall be superseded by the Agreement and shall not bind the Parties. No change to the Agreement shall be binding upon the Parties unless made in writing and signed by both Parties.

Customer Name:
Project Name:

Section 2

Project Name Simsbury Town Hall			Project Number CT20P00023862		
Name of Borrower Town of Simsbury			Principal Place of Business		
Total Project Cost \$ 94,708.48	Incentive \$ 41,089.20	Loan Amount \$ 53,619.28	Monthly Payment \$ 1,117.068	No. of Months 48	Customer Unfinanced Balance / Buydown* \$

Please note: If the Borrower sells the business, and there is a remaining balance on the loan, the Borrower will continue to be responsible for the loan unless this loan is specifically referenced in the purchase and sale agreement, and the purchaser has specifically agreed to assume the remaining balance of this loan. Please contact Eversource for more information.

By my signature below, I certify that I have read, understand and agreed to the terms of this agreement.

Signature of Authorized Representative of Borrower	Signature of Authorized Representative of Contractor 
Name of Customer (print)	Name of Signer (print) Daniela lozzo
Date of Signature	Date of Signature 01/15/2021
Customer Title (print)	Title of Signer (print) Project Manager
Federal Tax ID or Social Security Number	Federal Tax ID or Social Security Number 06-0880545
Service Street Address	Contractor Street Address 18 Jansen Court
Service City, State & Zip Code	City, State & Zip Code West Hartford, CT 06110
Billing Street Address	Contractor Phone Number (860) 953-8800
Billing City, State & Zip Code	<input type="checkbox"/> Contractor verified customer's ID Please indicate Billing Preference below (required): <input type="checkbox"/> Include Loan on Monthly Electric Bill <input type="checkbox"/> Bill Separately
Customer Electric Billing Account Number	
Customer Email Address	

Accepted Eversource:

Authorized Eversource Representative Signature	Date
Print Name	Title

*Customer unfinanced balance to be paid at completion of project.



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed 2021 Simsbury Farms Golf Course Fee Schedule - Revised

2. **Date of Board Meeting:** February 22, 2021

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 2021 Simsbury Farms Golf Course fee schedule as presented the following motion is in order:

Move, effective February 22, 2021, to approve the 2021 fee schedule for the Simsbury Farms Golf Course as revised and presented.

5. **Summary of Submission:**
At the February 8th, 2021 Board of Selectmen meeting, the 2021 Golf Course fee schedule was adopted as presented. Upon further review staff realized that the "Adult Non-Resident Pass" was accidentally omitted from the spreadsheet. Staff apologizes and has attached for your reference a revised fee schedule that includes the Adult Non-Resident Pass. Staff and the Culture Parks and Recreation Commission propose a fee of \$1,675 for the Adult Non-Resident Pass, an increase of \$50 over 2020.

6. **Financial Impact:**
The financial analysis provided in your February 8th packet included this fee increase in the estimate provided to you. Based on a three year average² of golf course participation, the 2021 Golf Course fee schedule changes (season passes/carts) are projected to generate an estimated additional \$25,402 in revenue for the Golf Course.

7. **Description of Documents Included with Submission:**
a) Proposed 2021 Simsbury Farms Golf Course Fee Schedule - Revised

² 2017-2019, not including 2020 due to the pandemic

SIMSBURY FARMS GOLF COURSE ANNUAL FEE SCHEDULE									
DAILY GREENS FEES	2016	2017	2018	2019	2019	2020	2021		2021
			BOS Approved	Surcharge	One Rate (includes surcharge)	One Rate (includes surcharge)	2021 Approved Rates inc. surcharge	Increase or Decrease Amt	Increased Revenue Projection (based on 2019)
RESIDENT									
18 hole weekdays	\$ 32.00	\$ 32.00	\$ 34.00	\$ 3.00	\$ 40.00	\$ 40.00	\$ 40.00	-	\$ -
9 hole weekdays	\$ 19.00	\$ 19.00	\$ 20.00	\$ 1.50	\$ 22.00	\$ 22.00	\$ 23.00	\$ 1.00	\$ 1,688.00
18 hole weekends	\$ 34.00	\$ 34.00	\$ 35.00	\$ 3.00	\$ 42.00	\$ 42.00	\$ 44.00	\$ 2.00	\$ 4,304.00
9 hole weekends	\$ 20.00	\$ 20.00	\$ 21.00	\$ 1.50	\$ 24.00	\$ 24.00	\$ 25.00	\$ 1.00	\$ 1,927.00
jr./sr. 18 hole weekdays	\$ 24.00	\$ 24.00	\$ 26.00	\$ 3.00	\$ 30.00	\$ 30.00	\$ 30.00	-	\$ -
jr./sr. 9 hole weekdays	\$ 15.00	\$ 15.00	\$ 16.00	\$ 1.50	\$ 19.00	\$ 19.00	\$ 19.00	-	\$ -
NEW - 6 holes Fri. p.m.			\$ 10.00	\$ 1.00	\$ 12.00	\$ 12.00	\$ -		Discontinued
							Est. new revenue		\$7,919
NON-RESIDENT									
18 hole weekdays	\$ 39.00	\$ 39.00	\$ 42.00						
9 hole weekdays	\$ 24.00	\$ 24.00	\$ 25.00						
18 hole weekends	\$ 42.00	\$ 42.00	\$ 44.00						
9 hole weekends	\$ 25.00	\$ 25.00	\$ 27.00						
Sr. - 18 hole weekdays	\$ 30.00	\$ 30.00	\$ 32.00						
Sr. - 9 hole weekdays	\$ 19.00	\$ 19.00	\$ 20.00						
Active Military	22.00/11.00	22.00/11.00	1/2 price	2.00/3.00	\$24.00/\$12.00	\$24.00/\$12.00	\$25.00/\$13.00	\$ 1.00	\$ 172.00
Weekday Special	\$ 45.00	\$ 46.00	\$ 48.00	\$ 3.00	\$ 50.00	\$ 50.00	\$ 51.00	\$ 1.00	\$ 547.00
Senior Special	\$ 40.00	\$ 40.00	\$ 42.00	\$ 3.00	\$ 45.00	\$ 45.00	\$ 46.00	\$ 1.00	\$ 1,317.00
Twilight Special (wkday after 6)	\$ 14.00	\$ 14.00	\$ 15.00	\$ 2.00	\$ 15.00	\$ 15.00	\$ 15.00	-	\$ -
Weekend Special - after 1:00	\$ 47.00	\$ 48.00	\$ 50.00	\$ 3.00	\$ 53.00	\$ 53.00	\$ 55.00	\$ 2.00	\$ 1,144.00
Junior Weekend Rate (after 12)				\$3/\$1.50	\$32/\$19	\$32/\$19	\$32/\$19		\$ -
							Est. new revenue		\$ 3,180
SEASON PASSES			2018 Rate inc. surcharge	Current Surcharge	2019 Rate inc. surcharge	2020 Rates inc. surcharge	2021 Approved Rates inc. surcharge	Increase or Decrease Amt	
Adult - unlimited	\$ 1,230.00	\$ 1,230.00	\$ 1,280.00	\$ 100.00	\$ 1,280.00	\$ 1,330.00	\$ 1,380.00	\$ 50.00	\$ 1,950.00
Adult - limited			\$ 825.00	\$ 50.00	\$ 825.00	\$ 850.00	\$ 900.00	\$ 50.00	\$ 1,000.00
Senior Citizen - Limited	\$ 650.00	\$ 650.00	\$ 675.00	\$ 50.00	\$ 675.00	\$ 700.00	\$ 725.00	\$ 25.00	\$ 2,375.00
Senior Citizen - Unlimited	\$ 1,120.00	\$ 1,120.00	\$ 1,150.00	\$ 100.00	\$ 1,150.00	\$ 1,200.00	\$ 1,250.00	\$ 50.00	\$ 2,350.00
Junior	\$ 450.00	\$ 450.00	\$ 450.00	\$ 50.00	\$ 450.00	\$ 475.00	\$ 475.00	-	
Junior - 10 week	\$ 250.00	\$ 250.00	\$ 300.00	\$ 50.00	\$ 300.00	\$ 325.00	\$ 350.00	\$ 25.00	\$ 175.00
Junior - Non-res. 10 week	\$ 300.00	\$ 300.00	\$ 350.00	\$ 50.00					
Junior - Non-resident	\$ 500.00	\$ 500.00	\$ 520.00	\$ 50.00					

Adult Non Resident - Unlimited	\$ 1,515.00	\$ 1,515.00	\$ 1,575.00	\$ 100.00	\$ 1,575.00	\$ 1,625.00	\$ 1,675.00	\$ 50.00	\$ 100.00
Sr. - Non-res. Weekday	\$ 835.00	\$ 835.00	\$ 875.00	\$ 50.00	\$ 875.00	\$ 900.00	\$ 925.00	\$ 25.00	\$ 50.00
Sr. - Non-res. Unlimited	\$ 1,385.00	\$ 1,385.00	\$ 1,455.00	\$ 100.00	\$ 1,455.00	\$ 1,505.00	\$ 1,555.00	\$ 50.00	\$ 100.00
							Est. new revenue		\$ 6,150.00
	2016	2017	2017	2018	2019	2020	2021 Approved Rates		2021
CARTS			Rate	Rate	Rate	Proposed Rate		Increase or Decrease Amt	Increased Revenue Projection
18 holes	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00	\$ 18.00	\$ 19.00	\$ 19.00	-	
9 holes	\$ 11.00	\$ 11.00	\$ 11.00	\$ 11.00	\$ 11.00	\$ 12.00	\$ 12.00	-	
Sr. 18 holes	\$ 16.00	\$ 16.00	\$ 16.00	\$ 16.00	\$ 16.00	\$ 17.00	\$ 19.00	\$ 2.00	\$ 7,580.00
Sr. 9 holes	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 11.00	\$ 12.00	\$ 1.00	\$ 3,680.00
Cart Value Cards (11 for 10) Sr. 18			\$ 160.00	\$ 160.00	\$ 160.00	\$ 170.00	\$ 190.00	\$ 20.00	\$ 620.00
Cart Value Cards (11 for 10) Adult 18			\$ 180.00	\$ 180.00	\$ 180.00	\$ 190.00	\$ 190.00	-	
Cart Value Cards (11 for 10) Sr. 9			\$ 100.00	\$ 100.00	\$ 100.00	\$ 110.00	\$ 120.00	\$ 10.00	\$ 290.00
Cart Value Cards (11 for 10) Adult 9			\$ 110.00	\$ 110.00	\$ 110.00	\$ 120.00	\$ 120.00	-	
RANGE BALLS								after pro split	\$ 8,153.00
Small (30)	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00		\$ -
Medium (60)	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 9.00	\$ 9.00		
Large (90)	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 12.00	\$ 13.00	\$ 13.00		
Senior (60)	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00	\$ 8.00	\$ 9.00		
Range Pass (12)	\$ 8.00	\$ 8.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 50.00	\$ 50.00		
Range Pass (28)	\$ 12.00	\$ 12.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 100.00	\$ 100.00		
Range Pass (45)	\$ 7.00	\$ 7.00	\$ 136.00	\$ 136.00	\$ 136.00	\$ 156.00	\$ 156.00		
							Total	New Revenue	\$ 25,402.00



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Renewal of Stoddard Dam/Reservoir Lease Agreement with Simsbury Fish and Game Club

2. **Date of Board Meeting:** February 22, 2021

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 is in support of renewing the lease agreement for the use of the Stoddard Dam/Reservoir to the Simsbury Fish and Game Club, Inc., the following motion is in order:

Move, effective February 22, 2021, to authorize Town Manager Maria E. Capriola to execute the proposed lease agreement for use of the Stoddard Dam/Reservoir by the Simsbury Fish and Game Club, Inc..

5. **Summary of Submission:**
The Simsbury Fish and Game Club, Inc. has had a non-exclusive license agreement with the Town of Simsbury for the Stoddard Reservoir Pond fishing program since 2000. Most recently it was renewed in 2017 and is set to expire on March 31, 2021. The Club wishes to extend the agreement five more years. The Town and the Club are in agreement on updates made to the lease agreement regarding maintenance of the area, insurance requirements, and the Club will reimburse the Town for the cost related to providing a port-a-let at the pond. Language has also been added regarding the Town's right to terminate the lease agreement in the event of emergency or exigent circumstances requiring repair or other work to the Dam.

The license agreement has worked out well over the years and allowed for a great fishing opportunity for residents of all ages. The agreement allows residents to purchase fishing permits for use of the pond. The Fish and Game Club members have been excellent stewards of the property and have always been current in providing all required documents.

The dam at Stoddard Reservoir was constructed in 1903 based on historical accounts. The only documented repairs were completed in 1975 where earth fill was placed on the downstream side of the dam to alleviate leakage through the dam. The height of the dam may also have been raised at some point by three feet. The most recent inspection of the dam was completed in 2017. The dam was determined to be in fair

condition at that time. A cursory inspection was also completed in 2019 with no change in the condition of the dam. While functional and in fair condition, the dam does not meet modern standards. When major repairs to the dam are needed, the Town will need to decide whether to breach the dam or repair it. Either option will require a significant amount of resources. A placeholder project has been included in the capital plan, and is proposed for year 6 of the plan. Town staff plans to present more on this topic to the Board of Selectmen in the fall.

The Town Attorney has reviewed the agreement.

6. Financial Impact:

In exchange for maintenance and upkeep of the property, the Town will receive annual rent of \$1.00; this is consistent with the most recent lease. The Town will invoice the Simsbury Fish and Game Club annually for a port-a-let to be on site from April-November each year.

7. Description of Documents Included with Submission:

- a) Proposed Stoddard Reservoir Lease with the Simsbury Fish and Game Club, April 1, 2021-March 31, 2026

**TOWN OF SIMSBURY
LICENSE AGREEMENT
STODDARD RESERVOIR POND FISHING PROGRAM**

THIS FARM LAND GROUND LICENSE (hereinafter referred to as the ‘License’), made and entered into on the date hereinafter set forth by and between the TOWN OF SIMSBURY, a municipal corporation having its boundaries within the County of Hartford and State of Connecticut (hereinafter, the “licensor”), and the Simsbury Fish and Game Club, Inc., P.O. Box 252, Simsbury, Connecticut (hereinafter, the “Licensee”).

W I T N E S S E T H:

That for and in consideration of the fees, covenants and agreements hereinafter reserved and contained, the Licensor and Licensee hereby agree as follows:

1. Demise of Premises.

The Town hereby grants a non-exclusive License to the Licensee, its members, agents and volunteers, with necessary equipment, to enter on and have access to its property known as the Stoddard Reservoir Pond (“the Premises”). Such License is for the express purpose of the activities and events sponsored by the Town and administered by the Licensee on behalf of the Town as set forth in Exhibit B. This License is specifically limited to the scope of the Program Plan, a copy of which is attached hereto and made a part hereof as Exhibit B.

2. Title and Condition.

Licensor warrants to the Licensee that it is well seized and possessed of the Licensed Premises and has a good and lawful right to enter into this License. The Licensor also covenants with the Licensee that the Licensee, upon paying the fee in the manner specified and performing the conditions, covenants, and agreements herein contained, shall be entitled to use and enjoy the Licensed Premises for the specified term, as described in Paragraph 4.

3. Use and Occupancy of Premises.

Licensee may use and occupy the Licensed Premises for the sole purpose of carrying out the Program Plan.

4. Term and Options to Extend or Renew.

- a. The Effective Date of this License shall be April 1, 2021.
- b. The grant of this License shall terminate on March 31, 2026 unless extended by mutual agreement of the parties in writing for an additional period of one year upon sixty (60)

days' notice prior to the expiration date of the Agreement. On termination, the Licensee shall return the Premises as nearly as practicable to its original condition, taking into consideration the nature of the work being performed.

Licensee shall vacate the Licensed Premises upon the expiration of the term unless the Licensor and Licensee renew this License as set forth herein, execute a new License concerning the licensed Premises or agree in writing to an extension of the term.

5. Fees.

- a. License Fee. The License Fee for the term of this License shall be at the rate of One Dollar (\$1.00) for each year in the term, payable upon presentation of an invoice from the Licensor for the five year term of the Agreement. All payments are to be made by check payable to the Town of Simsbury.
- b. Collection and Establishment of Membership Fees. The Simsbury Culture, Parks and Recreation Department will collect membership fees and upon an invoice presented by the Licensee, Licensor will make payment to SFGC for fees collected (less and credit card processing fees)

6. Maintenance of Premises

- a. Port-a-lets. The Licensee will be responsible for any fees associated with providing a port-a-let at the premises during the Club's fishing season.
- b. Parking area. Licensee is responsible for removing any debris from the premises as well as providing a lock for the gate and combination for the lock to the Licensor. The Town will be responsible for maintaining the entrance drive due to weather and other normal circumstances.
- c. Refuse collection and removal. The Licensee is responsible for removing any refuse resulting from the fishing program.
- d. Mowing, trimming, etc. The Licensee will be responsible for weed trimming or mowing of the areas immediately around the pond as needed during the season.
- e. Tree Work. The Licensee will make the Licensor aware of any potential dangers from trees in and around the pond.
- f. The pond itself. The Licensee may periodically reduce the water level of the pond in order to remove debris that has accumulated in the pond.

- g. The Dam. The Licensee shall make the Licensor aware of observed changes in the condition of the dam. The Licensee is prohibited from altering the dam in any manner.
- h. Other. The Licensee shall inform the Licensor of any needed maintenance that is outside the scope of this agreement.
- i. Licensee shall not make any alterations, additions, repairs or structural changes in or to the Demised Premises, including the parking area and dam, without prior written approval from the Town and without obtaining any necessary permits with the Town signing off as the property owner. Only such contractors approved by the Town shall do the work required to make such alterations, additions, or structural changes, and the cost for all such work shall be borne solely by the Licensee. The Town shall not unreasonably delay or withhold an approval or denial of such a request.

6. Compliance with Law.

Licensee shall, during the term hereof, comply with and shall cause the Licensed Premises to comply with all local, state and federal laws and regulations and restrictions. Additionally, the Licensee will adhere to all sector rules and public health regulations as set forth by the State of Connecticut and the Farmington Valley Health District.

7. Termination.

The Licensee acknowledges that the Town may undertake maintenance or repairs to the Stoddard Reservoir Dam during the term of this License. Said maintenance and repairs may require the termination of the License prior to the end of the Term. This License may be terminated at any time by mutual consent of the Licensor and Licensee or in the sole discretion of the Licensor upon thirty (30) days written notice to the Licensee at the Licensor's convenience at any time and without cause. In the event of emergency repairs, exigent circumstances, or DEEP orders, the Town May terminate this agreement with less than thirty (30) days' notice. However, the Licensor will attempt to provide as much reasonable notice as possible, unless the repair work, exigent circumstances, or DEEP orders are of an emergency nature.

8. Condemnation.

If all or a part of the Licensed Premises are taken by any condemning authority under the power of eminent domain or otherwise or by any purchase or other acquisition in lieu of eminent domain or otherwise, the License shall terminate as of the date when title to the Licensed Premises is acquired by the condemning authority.

If the License is so terminated pursuant to this Paragraph, Licensee shall not be entitled to any damages or compensation of any kind whatsoever which may occur as a result of said taking.

9. Indemnity and Insurance.

To the fullest extent permitted by law, the Licensee shall indemnify, defend and hold harmless the Licensor, its agents, officers and employees from and against any and all liability (statutory or otherwise), claims, suits, demands, judgments, costs, interest and expenses (including, but not limited to, attorneys' fees and disbursements) arising from any injury to, or death of, any person or persons or damage to property (including loss of use thereof) related to (a) the Licensee's use of the premises or conduct of business therein including any damage caused by livestock put upon the Licensed Premises, (b) any work or thing whatsoever done, or any condition created (other than by the Licensor, its employees, agents or contractors) by or on behalf of the Licensee in or about the premises, including during the period of time, if any, prior to the term commencement date, that the Licensee may have been given access to the premises for the purpose of doing any work or cultivation, (c) any condition of the premises due to or resulting from any default by the Licensee in the performance of the Licensee's obligations under this License, or (d) any act, omission or negligence of the Licensee or its agents, contractors, employees, subtenants, licensees or invitees. This provision shall survive termination of this agreement.

In case any action or proceeding is brought against the Licensor by reason of any one or more thereof, the Licensee shall pay all costs, attorney's fees, expenses and liabilities resulting therefrom and shall resist such action or proceeding if Licensor shall so request, at the Licensee's expense, by counsel reasonably satisfactory to the Licensor.

The Licensee will be required to furnish certificates of insurance, including general liability, umbrella liability, automobile, and workers compensation with the following minimum limits:

<u>General Liability:</u>	\$1,000,000 each occurrence \$2,000,000 aggregate
<u>Umbrella Liability:</u>	\$5,000,000
<u>Auto Liability:</u>	\$1,000,000
<u>Worker's Compensation:</u>	Statutory
<u>Employer's Liability:</u>	\$1,000,000

Licensee coverage shall be primary and non-contributory. Auto coverage shall include leased, hired and non-owned vehicles. Auto coverage shall also be primary and non-contributory. The Town of Simsbury shall be named as additional insured on the general liability, umbrella liability and automobile liability policies. Each policy, including Worker's Compensation, shall include a waiver of subrogation in favor of the Town. All policies shall be kept in force

throughout the duration of the project, with an extended reporting period of 36 months after the agreement terminates if coverage is written on a claims made policy.

10. Sub-letting: Successors and Assigns.

Licensee may not assign or transfer its rights pursuant to this License, without the written consent of Licensor.

11. Conditions of Default.

- a. Any of the following occurrences or acts shall constitute an Event of Default:
 - (1) Failure to make any rental payment when due.
 - (2) Failure to keep and perform any of Licensee's other agreements or obligations hereunder, if such failure shall have continued for fifteen (15) days after written notice by Licensor to Licensee specifying the nature of the default and demanding cure.
- b. Upon the occurrence of an Event of Default, and during the continuation thereof, Licensor may, at its option, either:
 - (1) Proceed by appropriate legal proceedings to enforce performance of the applicable provisions of this License or to recover damages for the breach thereof; or
 - (2) Give Licensee written notice of Licensor's intention to terminate this License on a date so specified, which shall be not less than fifteen (15) days after the giving of such written notice, and upon the date so specified the License shall terminate and all rights of Licensee shall expire, unless before such date all arrearages shall have been fully paid and all other default shall have been fully cured. Licensee agrees to vacate the Licensed Premises within said fifteen (15) day period.
- c. In the event of the termination as set forth above, Licensor may re-enter and take possession of the Licensed Premises.

No termination of this License and no re-entry by Licensor shall prevent Licensor from recovering damages for Licensee's breach. No re-entry by Licensor shall be considered a termination of the License unless written notice of such intention shall have been given to Licensee.

12. Notice and Demands.

All notices or demands required or permitted hereunder or under any statute shall be in writing sent, postage prepaid, via certified mail to:

- a. **Licensor:**
Town Manager
Town of Simsbury
933 Hopmeadow Street
P.O. Box 495
Simsbury, CT 06070

- b. **Licensee:**
Simsbury Fish and Game Club, Inc.
P.O. Box 252
Simsbury, Connecticut

or at such other address as the parties hereto shall designate in writing in manner above provided.

13. Surrender.

Licensee agrees to surrender possession of the Licensed Premises to Licensor at the termination of this License.

14. Miscellaneous.

The paragraph headings contained in this License are for reference purposes only and shall not control or affect its scope of interpretation in any respect. This License and its interpretation shall be governed by the laws of the State of Connecticut. The rights and obligations of the parties hereto shall inure to the benefit of, and be binding upon the respective heirs, successors and assigns of the parties.

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IN WITNESS WHEREOF, the parties hereto have executed this License this ____ day of February, 2021.

Signed, sealed and delivered
In the presence of:

Witnessed by:

LICENSOR:
TOWN OF SIMSBURY

By: _____
Maria E. Capriola
Town Manager

Witnessed by:

LICENSEE:
SIMSBURY FISH AND GAME CLUB, INC.

By: _____

CALL TO ORDER

Present: First Selectman Eric Wellman, Deputy First Selectman Sean Askham; board members Jackie Battos, Mike Paine, Wendy Mackstutis and Chris Peterson. Other’s in attendance included Town Manager Maria E. Capriola, Deputy Town Manager Melissa Appleby, Finance Director Amy Meriwether, Director of Culture, Parks and Recreation Tom Tyburski, Culture Parks and Recreation Commissioner Dave Bush, Cheryl Cook, Nicole Kodak and Tenesha Grant from the SPIRIT Council and Simsbury Police Chief Nicholas Boulter.

PLEDGE OF ALLEGIANCE

Everyone stood for the Pledge of Allegiance.

PUBLIC AUDIENCE

- Email written comments to ebutler@simsbury-ct.gov by 12 P.M. on Monday February 8, 2021 to be read into the record;
- Email tfitzgerald@simsbury-ct.gov by 12 P.M. on February 8, 2021, to register to address the Board of Selectmen on ZOOM

PUBLIC AUDIENCE

Ms. Mackstutis read an email from Joan Coe. Ms. Coe felt that her First Amendment rights were taken from her by Ms. Capriola, First Selectman Eric Wellman and the Board of Selectman.

FIRST SELECTMAN’S REPORT

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

TOWN MANAGER’S REPORT

Ms. Capriola, Town Manager, reviewed her Town Manager’s Report. She requested the addition of two items to the agenda under Selectman Action; Discussion of Senate Bill 171 and Simsbury Farms Golf Course Restaurant Lease.

SELECTMEN ACTION

First Selectman Eric Wellman asked for support for the addition of the two new agenda items.

Mr. Paine made a motion to add the Discussion of Senate Bill 171 to the agenda under Selectman Action. Ms. Battos seconded the motion. The motion carried unanimously.

Ms. Mackstutis made a motion to add the Simsbury Farms Golf Course Restaurant Lease to the agenda under Selectman Action. Mr. Peterson seconded the motion. The motion carried unanimously.

a) Donation from Mark and Dianne Orenstein

Mark and Dianne Orenstein of Simsbury would like to donate \$1,565.00 to the Community and Social Service Department. The Donation will be used to provide emergency assistance to Simsbury residents who are being impacted by the COVID-19 pandemic as many of the residents are experiencing hardship.

Ms. Mackstutis made a motion, effective February 8, 2021, to accept a donation from the Orenstein family in the amount of \$1,565.00 for the purpose of supporting Community and Social Services Department programs and helping residents affected by the COVID-19 pandemic. Mr. Paine seconded the motion. Motion carried unanimously.

b) Proposed 2021 Aquatic Facilities and Day Camp Fee Schedule

For the 2021 aquatics and day camp season, the request is proposing increases to some aquatic facility fees and summer day camp program rates; this is to primarily offset increasing seasonal staff costs due to the upcoming minimum wage increase. Ms. Mackstutis questioned if these rates will hold if there continues to be the COVID pandemic. Tom Tyburksi, the Director of Parks and Recreation, explained that last year they did not lower the rates due to reduced capacity. This is based on the 4 year expected attendance. He feels it will be between where they were last year and where they would be in a non-COVID year, hoping to be at 80-85% capacity. If at a lower capacity than the expenses reduce based upon the number of employees needed but the wage increase remains the primary affect.

Deputy First Selectman Sean Askham made a motion, effective February 8, 2021, to approve the 2021 fee schedule for Aquatics Facilities and Day Camp programs as presented. Mr. Peterson seconded the motion. Motion carried unanimously.

c) Proposed 2021 Simsbury Farms Golf Course Fee Schedule

For the 2021 season at the Simsbury Farms Golf Course, the proposal is for increases to the Golf Course fees; \$1.00-\$2.00 to some of the weekday and weekend greens fees, \$25.00-\$50.00 increases for season passes and \$1.00-\$2.00 increases for golf cart rentals. Senior discounts for golf cart rentals will no longer be offered.

Ms. Mackstutis made a motion, effective February 8, 2021, to approve the 2021 fee schedule for the Simsbury Farms Golf Course as presented. Deputy First Selectman Sean Askham seconded the motion. Motion carried unanimously.

d) Simsbury Farms Golf Course Restaurant Lease

There was 6 proposals submitted to the town with 1 chosen; Chez Hospitality Group LLC. Mr. Tyburksi noted that Chez Hospitality showed professionalism and makes the restaurant a destination not only for golfers but for those at the complex as well. Last fall a survey was conducted on Simsbury Farms patrons to see what they were looking for, which was found to be extremely helpful. Chez Hospitality is considering renovations in the future. Dave Bush from Parks and Recreation expressed feeling that Shea Hospitality will be a complete asset to the golf course. Ms. Capriola added the Board that their proposal was very competitive; year 1 essentially the rental income that they will receive will remain flat however, over the duration of the agreement the rental income will increase each year for the remaining 4 years of the contract. Deputy First Selectman Sean Askham confirmed with Ms. Capriola that the lease language was amended so there are no issues with the signage at town facilities as they have to remain unbiased.

Deputy First Selectman Sean Askham made a motion, effective February 8, 2021, to authorize the Town Manger, Maria E. Capriola, to execute the proposed lease agreement with Shea Hospitality Group LLC. Mr. Paine seconded the motion. Motion carried unanimously.

e) Tax Refund Requests

Ms. Battos made a motion, effective, February 8, 2021, to approve the presented tax refunds in the amount of \$62,606.02 and to authorize Town Manager, Maria E. Capriola, to execute the tax refunds. Deputy First Selectman Sean Askham seconded the motion. Motion carried unanimously.

f) Quarterly Budget Status Report

Amy Meriwether presented the Quarterly Budget Status report. She highlighted the Building Department budget which has exceed by \$322,000. The Finance Department interest income is only at \$32,000 however, they budgeted \$400,000. They will not be meeting the full budgetary estimate. Town Clerk revenue has seen an increase due to increased housing sales during COVID. Conveyance fees are at 80% of budget with recording fees already a little over budget; they will exceed budgetary estimates by end of the year. The \$7,000 for rental of Eno Memorial Hall and some library fees will not hit budgetary estimates as the library is only open partial hours and no one is renting Eno. The town is at \$67.3 million revenue to date.

General fund expenditures are at \$51.7 million. There are vacancies in the Police Department, Planning Department, Town Clerk, Social services and the senior center due to retirements and staff transitions. Ms. Meriwether is anticipating \$80,000 in savings due to the vacancies. Due to COVID and there being a lack of travel for conferences and education there is a \$50,000 savings related to travel expenses. The town has spent \$57,000 in COVID related expenditures to date with an expectancy of \$80,000 by the end of the year. Parks and Recreation fund has a surplus of \$114,000. The Recreation Programs and Simsbury Complex Programs are down in accordance with budget due to COVID. The Health Insurance Fund revenue has exceeded expenditures by \$727,000. During the bond rating review with S&P, Deputy First Selectman Sean Askham asked about the bond ratings and was excited to note that the quality of management in town was one of the highest categories they scored. This was confirmed by Ms. Meriwether who also highlighted the presentation and stated it was insinuated that they had the highest management score in the State of CT. Deputy First Selectman Sean Askham expressed his gratitude for the exceptional management within the Finance Department and the Town Manager’s Office. He thanked Amy Meriwether and Maria Capriola on their leadership.

g) Board of Education Use of the Non-Lapsing Fund for COVID-19 Related Expenses

The Board Of Education incurred \$850,000 in COVID related expenses. They have received \$375,000 through grant funding. They will have another \$430,000 coming in April which will be used to offset fiscal year 2021 and transitioned over for fiscal year 2022. There are many intervention programs the Board of Education is looking to implement for summer programming or additional for next year. In order to offset the \$850,000 they instituted a spending phase to reduce the burden of COVID. Anything above and beyond that they are requesting permission to utilize the non-lapsing fund of \$651,308.

Deputy First Selectman Sean Askham, effective February 8, 2021, to approve the use of the Non-Lapsing Fund for COVID-19 related expenditures in an amount up to \$651,308. Mr. Paine seconded the motion. Motion carried unanimously.

h) Supplemental Appropriation Request for Farmington Valley Health District

The health district is a valued resource due to COVID. The Health District put together a proposal and a request for \$29,818. Ms. Capriola presented the request. The Health District has looked at their needs over the next 6 months and created a plan, proposing assessing the 10 district towns. Several other towns have already supported this appropriation request. Ms. Capriola felt the request was fair and reasonable. Deputy First Selectman Sean Askham and Mr. Paine commended the Health District for all of their work.

Deputy First Selectman Sean Askham made a motion, effective February 8, 2021, to approve a supplemental appropriation for additional funding for the Farmington Valley Health District in the amount of \$29,818 for their continued efforts in relation to their response to COVID-19. Ms. Mackstutis seconded the motion. Motion carried unanimously.

i) Supplemental Appropriation Request for Simsbury SPIRIT Council

Cheryl Cook and Nicole Kodak presented on behalf of the SPIRIT council. This is a mid-cycle request to allow the SPIRIT Council the ability to get started on diversity work. Deputy First Selectman Sean Askham asked to note that this was born out of a discussion with the SPIRIT council about a month ago where they spoke about ensuring the town of Simsbury is diverse and inclusive. Ms. Cook and the SPIRIT council work around the clock to do this and Ms. Cook expressed that many people do not know what the SPIRIT council does and feels the message needs to be sharpened. Ms. Kodak explained the budget request is necessary since there has been declaration adopted that declares racism a public health crisis, which requires data and measuring. The outreach subcommittee has started reaching out to collaborate with other towns and presenting to various groups around town. First Selectman Eric Wellman expressed his appreciation for the work of the council and felt they have the opportunity to do something great.

Deputy First Selectman Sean Askham made a motion, effective February 8, 2021, to approve the supplemental appropriation for additional funding for the Simsbury SPIRIT Council in the amount of \$5,000 to support marketing, data collection and analysis efforts. Mr. Paine seconded the motion. The motion carried unanimously.

j) Business Incentive Policy Proposed Fee Wavier and Tax Abatement Guidelines

This is work done by the Economic Development Commission. The Economic Development Commission has been reviewing the town’s policy for providing tax incentives to support economic development. This Board provided feedback back in December which has been incorporated. Examples were provided by First Selectman Eric Wellman.

Deputy First Selectman Sean Askham made a motion, effective February 8, 2021 to adopt the Fee Wavier and Tax Abatement Guidelines as presented, replacing the Business Development Incentive Policy. Ms. Mackstutis seconded the motion. The motion carried unanimously.

k) Senate Bill 171: An Act Establishing a State-Wide Tax on Real Property

Mr. Paine had requested that this item be added to the agenda. He expressed concern in the way this bill reads; there is a threshold for an exemption for residential property but none for commercial property and it is an increased tax of 1 mill. With COVID and the financial stress, he expressed that this is bad timing and will put

stress on business owners along with residential property owners. Deputy First Selectman Sean Askham noted he doesn't feel the bill is likely to pass although it does have the potential to. He noted these are issues to be concerned about especially affordability issues with this bill. Ms. Mackstutis noted she has heard about this bill and felt they were acting as if this would be a millionaire tax when in fact it will affect anyone with property over \$430,000. This bill is being reviewed by the Committees of Finance, Bonding and Revenue. Deputy First Selectman Sean Askham expressed there is still other opportunities for this bill to be passed out of Committee or revived later on even if it is not passed now. Mr. Paine feels to increase taxes for anything right now is not good.

First Selectman Eric Wellman reported town staff drafted a letter in objection to the Senate Bill 171, that was shared this afternoon. Mr. Paine would like to have a vote tonight as he isn't sure what things would look like in a couple of weeks. Ms. Battos agreed this would be a challenge and she would like this to be addressed tonight. The letter was screen shared with the Board. The letter is a rough draft addressed to the two state representatives and to the joint Committee of Finance, Bonding and Revenue to express the Board of Selectmen's opposition to the Senate Bill 171. Ms. Battos suggested adding the statistics on the number of taxpayers that have requested a tax deferment. The Board was in agreement. This will be added to the letter.

Deputy First Selectman Sean Askham made a motion to endorse letter in opposition to SB 171 with the amendment to include the taxpayers that have applied for deferment. Mr. Paine seconded the motion. Motion carried unanimously.

APPOINTMENTS AND RESIGNATIONS

a) Appointment of Chari Chester Anderson to SPIRIT Council

Move, effective February 8, 2021, to appoint Chari Chester Anderson (D) as a regular member of the SPIRIT Council, with a term to expire on December 6, 2021.

b) Appointment to the Library Board of Trustees

Move, effective February 8, 2021, to appoint Holly McGrath as a regular member of the Library Board of Trustees with a term expiring on December 6, 2021.

c) Appointments and Reappointments to the Aging and Disability Commission

Move, effective February 8, 2021, to appoint Robin Batchelder as a regular member of the Aging & Disability Commission with a term ending January 1, 2021.

Move, effective February 8, 2021, to appoint Joanne Cohen as a regular member of the Aging & Disability Commission with a term ending January 1, 2023.

Move, effective February 8, 2021, to move Victor Bible, III from an alternate member of the Aging & Disability Commission to a regular member of the Aging & Disability Commission with a term ending January 1, 2023.

Move, effective February 8, 2021, to appointment Mary T. Henault as an alternate member of the Aging & Disability Commission with a term ending January 1, 2022.

Move, effective February 8, 2021, to reappoint Michael R. Jennings as a regular member of the Aging & Disability Commission with a term ending January 1, 2025.

d) Reappointments to Building Code Board of Appeals

Move, effective February 8, 2021, to reappoint JoAnn M. Hogan as a regular member of the Building Code Board of Appeals with a term ending January 1, 2026.

Move, effective February 8, 2021, to reappoint Charles A. Warren, Jr. as a regular member of the Building Code Board of Appeals with a term ending January 1, 2026.

e) Appointment and Reappointment to Historic District Commission

Move, effective February 8, 2021, to appoint Chad S. Alfeld as an alternate member of the Historic District Commission with a term ending January 1, 2023.

Move, effective February 8, 2021, to reappoint Patricia F. Hyypa as a regular member of the Historic District Commission with a term ending January 1, 2026.

REVIEW OF MINUTES

a) Regular Meeting of January 25, 2021

Minutes were approved by consensus.

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** – Ms. Mackstutis presented the Board of Education update. Tootin’ Hills school has a new principal. The personnel budget came in around a 2.5 increase for next year.

Both the First Selectman Eric Wellman and the Deputy First Selectman Sean Askham attended a SPIRIT Council Workshop about Affordable Housing. Deputy First Selectman Sean Askham felt there was many interesting perspectives on how affordable housing is viewed. 89 residents signed up for the meetings. Both the First Selectman and Deputy First Selectman reflected on the workshop and both look forward to where this goes from here.

COMMUNICATIONS

a) Memo from M. Capriola, re: Deputy Building Official Agreement, dated February 8, 2021

Mr. Peterson expressed curiosity about how busy they are and is there a concern that activity may require them to retain the deputy building official full-time. Ms. Capriola explained that it is a 60/40 split between time spent here and time spent in Bloomfield. Both towns and departments have been flexible and have worked

**TOWN OF SIMSBURY – BOARD OF SELECTMEN
REGULAR MEETING MINUTES – February 8, 2021**

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collaboratively with scheduling needs. There is a shortage of certified building officials and assistant building officials in Connecticut so this arrangement is of great benefit to both towns.

- b) Memo from E. Butler, re: Notification of Number of Electors and Number of Polling Places, dated February 1, 2021**

ADJOURN

Deputy First Selectman Sean Askham made a motion to adjourn at 7:45p.m. Ms. Mackstutis seconded the motion. The motion carried unanimously and the meeting adjourned.

Respectfully submitted,

Amanda Werboff
Commission Clerk

CALL TO ORDER

The Special Meeting of the Board of Selectmen was called to order at 5:01p.m. on ZOOM due to COVID-19. Present were: First Selectman Eric Wellman; Deputy First Selectman Sean Askham; board members Jackie Battos, Mike Paine, Wendy Mackstutis and Chris Peterson. Staff in attendance included Town Manager Maria E. Capriola; Deputy Town Manager Melissa Appleby; Chief of Police Nicholas Boulter; Director of Culture, Parks and Recreation Tom Tyburski; Director of Public Works Tom Roy; Finance Director Amy Meriwether; Library Director Lisa Karim; Town Engineer Jeff Shea; Town Clerk Ericka Butler; and Management Specialist Tom Fitzgerald. Others in attendance were Richard Ostop, Jeff McElvay and Jeff Wyszynski.

PRESENTATIONS

a) Facility Master Plan Status Update

- **Presentation and Discussion**

Town Manager Maria Capriola and Director of Public Works Tom Roy provided background on why this project was initiated and when staff started to work with Tecton Architects to gather the information presented in the status update. Mr. Roy informed the Selectmen of why the Town decided to use Tecton for this report, including their recent work with the Simsbury Board of Education. Mr. Roy introduced the two members from Tecton who were present at the meeting: Jeff McElvay and Jeff Wyszynski.

Mr. McElvay provided details on what Tecton and their team of consultants looked for in their meetings with Town staff and on-site walkthroughs, including a comparison of the cost of running and maintaining older building systems versus the cost to replace with new energy efficient systems. Mr. McElvay described the methodology and rating system used. All aspects of all structures were analyzed in the study.

Mr. Peterson asked if there would be a section in the report that would recommend any decommissioning of buildings. Mr. Askham asked if the items presented in the report allowed for float in the capital budget. Mr. Askham mentioned that the Town needs to strike a balance between replacing items as new and finding functionality with basic needs. Discussion ensued regarding how these items will be accounted for in the capital plan.

Town Manager Maria Capriola provided closing thoughts on the report.

Mr. Askham motioned for adjournment, Ms. Mackstutis seconded. All were in favor and the meeting adjourned at 5:51p.m.

Respectfully submitted,

Thomas Fitzgerald
Management Specialist



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

MEMORANDUM

To: Board of Selectmen
From: Maria Capriola, Town Manager
Cc: Kristen Formanek, Director of Community and Social Services; Thomas Fitzgerald, Management Specialist; Melissa Appleby, Deputy Town Manager
Date: February 18, 2021
Subject: Update from Staff on Senior Services Volunteer Driving Program

Attached please find a memo from Kristen Formanek and Tom Fitzgerald regarding the feasibility of creating a senior services volunteer driving program. Based upon their research and findings I concur with their recommendation and do not believe it would be advisable to proceed with such a program at this time.



Town of Simsbury

933 HOPMEADOW STREET ~ SIMSBURY, CONNECTICUT 06070

Maria E. Capriola - Town Manager

MEMORANDUM

To: Maria Capriola, Town Manager
From: Kristen Formanek, Director of Community and Social Services; Thomas Fitzgerald, Management Specialist
Cc: Board of Selectmen; Melissa Appleby, Deputy Town Manager
Date: February 18, 2021
Subject: Update from Staff on Senior Services Volunteer Driving Program

Staff has been researching what is required to start a senior services volunteer driving program for Simsbury. This program would be a compliment to Dial-A-Ride and not a replacement for that service. The Town Manager had been asked by the Board of Selectmen to “Submit a proposal to the Board of Selectmen to create a senior services volunteer driving program to expand resources for our senior transportation network” as part of her adopted goals for FY 21/22. Kristen Formanek and Tom Fitzgerald were the key staff members assigned to this project.

What is Dial-A-Ride? What Services do we Currently Provide?

Dial-A-Ride is a transportation service providing door to door service to residents of Simsbury. Dial-A-Ride is available to all seniors over the age of 60 and adults with disabilities over the age of 18. Our hours of operation are Monday – Friday, 8:30-4:30. We provide transportation locally for routine needs such as; doctor appointments, banking, grocery shopping, hair dressing, and more. In addition to our routine service, residents may also schedule two additional “out of town” medical trips per month. We also provide “jump on board” transportation for Senior Center programs.

Our current Dial-A-Ride service is able to offer transportation to most medical appointments as everyone is allowed two out of town medical rides per month. Funds permitting, an exception for a third ride could be made. When an individual needs an additional ride, our contractor contacts us to authorize the additional trip. Additional trips are rarely denied. Rides outside of normal operating hours are available if our operator is able to accommodate the request. Outside of our current Dial-A-Ride service we also have alternate transportation options such as an independent operator that residents are referred to. If a resident is unable to pay for these rides and Social Services has funds available, the department will assist in paying for these alternative methods of transportation. These funds would come from our donated dollars. One example where this would occur would be if a person needed transportation to

an appointment for a procedure requiring anesthesia. Due to the nature of anesthesia and needing support following the administration of it, Dial-A-Ride does not provide transportation for such appointments. If an individual needed a ride and could not afford it, we would pay the cost of the private ride.

How Much Does it Cost the Town to Operate Dial-A-Ride?

The current total operating cost for Dial-A-Ride is \$165,240. We are currently receiving \$6,670 in grant funding from the Greater Hartford Transit District to offset our operational costs. We also are currently receiving \$34,050 in Enhanced grant funding from the state which pays for our out of town medical transportation as well as our jump on board trips. The remaining \$124,520 is funded by the General Fund.

We currently own two Dial-A-Ride vehicles. Currently, our Dial-A-Ride contractor is responsible for the management and maintenance of our vehicles and the Town is responsible for purchasing the vehicles. It is recommended that vehicles be replaced after 5 years or 100,000 miles, whichever comes first. We have recently been awarded grant funding to replace our oldest vehicle. The grant will cover 80% of the cost of the vehicle, or \$52,800 of the \$66,000 total. The town's financial responsibility is 20% or \$13,200. Dial-A-Ride users pay a nominal fee to utilize the service; revenues derived from those fees will be used to fund the Town's 20% contribution towards the acquisition of the vehicle. We are at the very beginning of the process to accept the grant and begin to build a vehicle.

Are There Unmet Transportation Needs for our Seniors?

Our Dial-A-Ride contractor has reported that other than requests for transportation to dialysis appointments, no rides have been refused outside of the scope of our program. Transportation to dialysis appointments, which is not something typically accommodated by Dial-A-Ride, are a heavy lift for any service as the appointments are lengthy and occur three times a week and may include Saturday appointments. We cannot guarantee our ability to provide a ride with that frequency, and we do not operate on Saturdays.

Staff recently had an update on services provided by the Greater Hartford Transit District. Staff has learned of a subsidized program entitled "Freedom Rides" that is available to our residents. The Freedom Ride Taxi Program is a service that provides transportation to individuals who are residents in a town that is a part of the Greater Hartford Transit District (GHTD). Rides are available 24 hours a day and 7 days a week with accessible vans available for those who need them. The program runs on a voucher/debit card system that has a one for one match by the Greater Hartford Transit District (provided funds are available). Current certified ADA riders are eligible for the program, if anyone is interested in determining their eligibility and applying they can contact GHTD at 860-247-539 extension 3086. Staff will disseminate information to our residents and clients regarding this service.

Staff has also requested information from the Greater Hartford Transit District regarding fixed route bus service and stops available in town. Staff will disseminate information to our residents and clients regarding this service when it is received.

What Would be the Budgetary Impact for us to Operate a Volunteer Driving Program for Seniors?

In order to start this program, an additional vehicle would need to be purchased by the Town. This would likely be a small sedan. The current base price for a Honda Civic, as an example, is around \$25,000. We would also be responsible for the annual cost of insuring the vehicle, maintaining it, and purchasing gasoline. These costs would have an impact on our General Fund budget, and would be paid for through revenues derived from tax collection.

We would also need to fund the costs associated with vetting volunteers and having them properly licensed with an F endorsement. The cost for one volunteer would be \$88-\$238¹. These costs would also be absorbed by the General Fund.

What would the Administrative Burden be for Existing Staff?

Our current staffing level would not be able to take on the additional demands associated with creating and maintaining this program. Social Services staff manages enrollment in Dial-A-Ride. We also manage all grants associated with the program as well as required reporting. In a conversation with our vendor, they may be willing to help manage the scheduling and dispatching for the volunteer program as part of our contract for a fee. However, there would need to be heavy involvement from our staff as well. Staff would be directly responsible for marketing the program and for the recruitment and retention of volunteers. Additional policies and procedures specific to this program, as well as volunteer training, would need to be developed. If we were to move forward, it would be my recommendation to incorporate this responsibility into the job description of our Elderly Outreach Worker and change the position from part-time to full-time. This position is currently at 25/27 hours per week. We would look to increase it to 35 hours per week; increasing the position to full-time would also add benefits costs to the Town.

Could we Partner with Another Community Organization?

Staff was informally approached by a one of the places of worship in Town about potential unmet needs they can assist with. After discussing our evaluation of a volunteer driving program they mentioned that their volunteers could potentially assist by creating their own program. If they do create a program we would need to get legal clarification on any liability that the Town could potentially have by referring our clients to that group for transportation.

Benchmarking with Other Towns

Staff reached out to towns in Connecticut requesting information on their Dial-A-Ride services and of the 36 towns who answered, only 3 offer a volunteer driving program in addition to their normal Dial-A-Ride service.

What are some of the Liability and Risk Management Considerations of Operating a Volunteer Driving Program for Seniors?

Staff spoke with the Town's insurance carrier CIRMA for their thoughts on the potential program. CIRMA's Risk Management Team Leader had the following thoughts:

1. Legal clarification would be needed to see if volunteer drivers would need to have an "F" endorsement on their license or a Livery endorsement. An F endorsement is a Public Service Endorsement.

¹ Background check fee, application fee for F endorsement, and medical exam required for F endorsement

2. There would be a direct cost in having our volunteers get the proper endorsements. An "F" endorsement comes with a \$13.25 background check fee and a \$75 application fee. Having volunteers pay these fees may severely shrink our pool of volunteers. Another option is to have the Town cover the cost of the background check and application. The background check is a requirement of the DMV. It would also be a requirement of the Town as the volunteers will be working with a highly vulnerable population. We want to take every precaution to ensure the safety of our seniors and adults with disabilities.
3. Additionally, a medical examination is required to receive the endorsement. This may be covered by the volunteer's insurance company. If it is not, the Town may choose to cover the cost. Depending on the medical vendor, this cost is between \$85 and \$150.
4. If a volunteer driver is using their own vehicle the liability is on them. For this reason it is unlikely a volunteer would want to drive their own vehicle. If a volunteer does drive their own vehicle, the Town is still liable for anything that occurs in that vehicle while it is being utilized for our program.
5. CIRMA strongly recommended not allowing volunteers to drive any of our vehicles.
6. The Town, when offering a program of this nature, would bear liability for any occurrence in the vehicle. For example, if there were an accident, the town would be liable for any damages.
7. Overall CIRMA feels that the benefit of the program does not outweigh the cost and liability for the Town.

Recommendation

Based on the above findings, research conducted, budgetary and staffing impact, and a lack of data or evidence to support an existing unmet need, it is our recommendation to not proceed with a volunteer driving program for seniors at this time. Should the Board of Selectmen have questions staff can come to a future Board meeting to discuss and present their findings.