



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

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SIMSBURY BOARD OF SELECTMEN
Special Meeting – Friday, March 31, 2023 – 8:00 AM
Virtual Format Only

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

- Email townmanager@simsbury-ct.gov by noon on Thursday, March 30, 2023 to register to address the Board of Selectmen live through Zoom
- Written comments can be emailed to townmanager@simsbury-ct.gov. Written comments will not be read into the record, but forwarded to all Selectmen via email

SELECTMEN ACTION

- a) Appointment of Interim Town Manager for May 1st – June 1st
- b) Department of Agriculture Lease of Town Farm and Related Ground Licenses
- c) On-Demand Battery Storage for WPCF
- d) Proposed Public Gathering Permit – Western Connecticut Orienteering Club Park Day

COMMUNICATION

- a) Memo from M. Capriola, re: Approved Public Gathering Permits, dated March 31, 2023

ADJOURNMENT

Following adjournment, Pursuant to 1-200 (2), the Board of Selectmen and its Legal Counsel will meet as the Executive Search Committee



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Appointment of Interim Town Manager for May 1st – June 1st

2. **Date of Board Meeting:** March 31, 2023

3. **Individual or Entity Making the Submission:**

Maria E. Capriola, Town Manager

Maria E. Capriola

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

Based on discussions of the executive search committee, the following motions are in order:

Move, to appoint Nicholas Boulter to the position of Interim Town Manager effective May 1st, 2023 to June 1st, 2023.

Further move to increase Mr. Boulter's salary to \$173,749 (on an annualized basis) during his interim appointment as Town Manager and that his other employment related benefits as an unaffiliated (nonunion) employee remain in place.

5. **Summary of Submission:**

The Town Manager is resigning from service May 1, 2023. An Interim Town Manager has been identified and secured beginning June 1. Therefore, an Interim Town Manager needs to be identified and appointed for the period of May 1, 2023 to June 1, 2023. Chief Boulter has agreed to serve as Interim Town Manager from May 1, 2023 to June 1, 2023. Mr. Boulter has served as Chief of the Simsbury Police Department since April 15, 2018, and began his service with the Town of Simsbury in 1999. Chief Boulter has served the community well, with the highest standards of ethics, professionalism, and integrity.

Chief Boulter will retain the role of Chief of Police while serving as Interim Town Manager. Deputy Chief Davis and others within the Police Department command structure will ensure continuity of services from the Department during this period.

At the conclusion of his service as Interim Town Manager, Chief Boulter's salary and employment related benefits will return to that of his position of Chief.

Appointment of an Interim Town Manager requires action of the Board of Selectmen. Section 503 of the Charter states:

"In case of disability or temporary absence of the Town Manager or vacancy in the office of the Town Manager, the Board of Selectmen may designate an acting

Town Manager, except the Town Manager may designate an acting Town Manager for temporary absences not to exceed fifteen (15) days consistent with policies established by the Board of Selectmen.”

6. Financial Impact:

There is no budgetary impact based upon the proposed compensation.

7. Description of Documents Included with Submission:

None



Town of Simsbury

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BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Department of Agriculture Lease of Town Farm and Related Ground Licenses

2. **Date of Board Meeting:** March 31, 2023

3. **Individual or Entity Making the Submission:**

Maria E. Capriola, Town Manager

Maria E. Capriola

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

If the Board of Selectmen supports transferring management of Town Farm from Gifts of Love to the state Department of Agriculture, the following motions are in order:

Move, effective March 31, 2023, to authorize Town Manager, Maria E. Capriola, to execute the Memorandum of Understanding Between the Town of Simsbury and The Connecticut Department of Agriculture for Administrative Services Related to Short Term Farm Licenses for Town Farm as presented.

Further move to authorize the Town Manager to execute ground licenses with the farmers specified in Section A of the above referenced agreement, as approved to form by the Town Attorney.

5. **Summary of Submission:**

The Town of Simsbury currently has a lease agreement with Gifts of Love, Inc for use and management of Town Farm, located on Wolcott Road, through November 30, 2023. Gifts of Love has expressed a desire to vacate the Farm and terminate the lease early. They are in the process of vacating the Farm. The state Department of Agriculture has expressed a willingness to provide technical assistance and management of the farmers that were utilizing the property through an arrangement with Gifts of Love through the remainder of the lease term to accommodate the upcoming growing season.

The Town Attorney has prepared the attached memorandum of understanding and reviewed it with the state Department of Agriculture. Additionally, the Town Manager will need to execute ground licenses with the farmers, as approved to form by the Town Attorney. The ground licenses will be consistent with the farm ground licenses approved by the Town in 2022 and will require the farmers to adhere to the Town's model agricultural practices.

6. **Financial Impact:**

There will be indirect staff costs associated with providing oversight related to the Farm lease.

7. Description of Documents Included with Submission:

- a) Memorandum of Understanding Between the Town of Simsbury and The Connecticut Department of Agriculture for Administrative Services Related to Short Term Farm Licenses for Town Farm

**Memorandum of Understanding Between the
Town of Simsbury and
The Connecticut Department of Agriculture
For Administrative Services Related to
Short Term Farm Licenses for Town Farm**

This Memorandum of Understanding is between the Town of Simsbury and the Connecticut Department of Agriculture (“DOAG”).

WHEREAS, the Town entered into a lease with Gifts of Love, Inc. with an address at 34 East Main Street, Avon, Connecticut, 06001. (“Gifts of Love”) to operate the property known as the Simsbury Town Farm, 73 Wolcott Road, Simsbury, Connecticut (“the Premises”); and

WHEREAS, under the Lease, Gifts of Love as the Lessee was required to use and occupy the Leased Premises (i) to engage in farming, community, educational and charitable activities in accordance with that the Town Farm Plan of Use (the “**Plan**”); (ii) to engage in agricultural activities in general, including the cultivation of fruits, vegetables, flowers and field crops, (iii) to engage in the public retail sale of products directly related to the Permitted Use (as defined below), (iv) such other activities as may be in furtherance of the foregoing uses and/or the Plan (collectively, the (“Permitted Use of Land”); and;

WHEREAS, under the Lease, the Permitted Use of the Land were required to include periodic public and private events, provided the proceeds of such events are used to support the programs and activities of Lessee, and further that such events comply with all applicable zoning requirements; and

WHEREAS, in carrying out the Permitted Use of the Land, Lessee agreed that it will maintain or cause the maintenance of organic certification (as defined by the United States DOAG) of the land; and

WHEREAS, The Town entered into a First Amendment to Farm Lease with Gifts of Love, Inc.. with an address at 34 East Main Street, Avon, Connecticut, 06001; and

WHEREAS, Gifts of Love has stated its intention to request that it be allowed to cancel the Lease prior to the Lease termination date of November 30, 2023; and

WHEREAS, Gifts of Love has entered into MOUs with the below named farmers to allow them to each use a portion of the Premises for farming operations (“the Farmers”); and

WHEREAS, the Town and DOAG think that it is in the best interests of the Farmers, the Town and the State to permit the Farmers to continue to occupy a portion of the Premises to continue the Farmers’ agricultural use consistent with the Permitted Uses of the land until November 30, 2023; and

NOW, THEREFORE the Parties agree to the following to enable the continuation of a portion of the Premises in its agricultural use at least through November 30, 2023 through short-term agricultural licenses with each of the Farmers.

A. The Farmers That Currently Occupy a Portion of the Premises

1. The following farmers, collectively referred to as the “Farmers” have been identified as occupants of some portion of the Premises defined in Exhibit A to this MOU

Samad Gardens Imitative
Sarah Rose Kareem and Azeem Kareem
240 Pigeon Hill Rd., Apt. B, Windsor, CT 06095
.5-1 acres needed

Micro2Life LLC
Zania Johnson and Emmanuel Marte
47 Skitchewaug Street, Windsor, CT 06095
2 acres needed

Juliet Munhenga
103 Bradley Circle, Enfield, CT 06082
3 acres needed

2. The intention of this MOU is to offer short term Farm Licenses for the Farmers for the period ending November 30, 2023 to allow the Farmers to continue their current agricultural activities with the assistance of the DOAG.

3. To carry out that intention, the Town will allow the Farmers to continue their farming operations through November 30, 2023 by entering into short term Farm License agreements.

B. Town Responsibilities

The Town of Simsbury shall

1. Maintain the buildings of the Premises.
2. Assign a town staff person to work with DOAG to coordinate the use of the Leased Premises by the Farmers.
3. Identify the specific buildings available for use by the Farmers.

C. DOAG Responsibilities

1. Coordinate and communicate with the Town, and provide management support to the Farmers regarding the Farmers’ use of the Premises.

2. Assist Farmers on compliance with Simsbury policies for the Premises including maintaining organic certification.
3. Assign a DOAG staff person to work on and administer the use of the Leased Premises by the Farmers including assuring the property is kept in a state of good repair and is generally neat and orderly.

D. Termination of the MOU

This Memorandum shall terminate on November 30, 2023, unless extended by the parties. DOAG and the Town agree to consider extending the term of the MOU in the event that some or all of the Farmers are granted extensions of their licenses with the Town for one more year, until November 30, 2024. Town shall notify Farmers about willingness to grant extensions no later than September 30, 2023.

E. Miscellaneous Provisions

1. Any provision of this MOU which shall prove to be invalid, void, illegal, or unenforceable in any respect, shall in no way affect, impair, or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

2. This MOU may be amended only by a written amendment signed by each of the parties.

3. This MOU contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes any prior written or oral agreements between them concerning the same. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter of this MOU, which are not fully expressed herein.

4. All questions with respect to the construction of this MOU, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of Connecticut, without giving effect to its conflict of laws principles.

5. All notices required or permitted by this MOU shall be in writing. Notice shall be sufficiently given for all purposes when: (a) personally delivered to the recipient; (b) mailed by certified mail, postage prepaid, return receipt requested; (c) delivered by overnight delivery service, charges prepaid or charged to the sender's account; or (d) delivered by email if receipt of the email content can be confirmed, with time of receipt being the uniform time the email enters the information processing system that the recipient designated or uses for the purpose of receiving email. Notices shall be addressed to the parties as follows:

DOAG
Mrs. Jaime Smith
Department of Agriculture
450 Columbus Boulevard, Suite 701
Hartford, CT 06103
Jaime.smith@ct.gov

Town of Simsbury
Town Manager
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070
townmanager@simsbury-ct.gov

6. This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

7. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. This MOU shall be deemed the joint work product of the parties and may not be construed against either party as drafter.

Town of Simsbury

Connecticut Department of Agriculture

Maria E. Capriola, MPA
Town Manager

Date

Bryan P. Hurlburt
Commissioner

Date



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission** On-Demand Battery Storage for WPCF
2. **Date of Board Meeting:** March 31, 2023
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; Thomas J. Roy, Director of Public Works; Tony Piazza, WPCF Superintendent *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**

If the Board of Selectmen supports the project at the Water Pollution Control Facility (WPCF), the following motions are in order:

Move, effective March 31, 2023, to authorize Town Manager, Maria E. Capriola, to execute a Letter of Intent with Clean Peak Energy for an On-Demand Battery System at the WPCF, as presented.

Further move to authorize Town Manager, Maria E. Capriola, to execute an agreement with Clean Peak Energy for an On-Demand Battery System at the WPCF, as presented.

5. **Summary of Submission:**

The Connecticut Conference of Municipalities (CCM) Energy Program is expanding to offer On Demand Energy Storage. This program uses both the Connecticut and Federal battery storage incentives that began on January 1, 2023. These no-cost battery storage systems are available to many Connecticut towns and cities and allow for peak load management and support a stronger, more resilient power grid, while offering considerable savings to the Town/WPCA.

Multiple towns and cities have already been provided the opportunity to initiate the program for no-cost battery storage systems. Facilities that may be eligible include high schools, middle schools, water treatment facilities and other locations.

Benefits to the town or city include back-up power resiliency and on-bill savings from the potential reduction in demand charges and installed capacity allocation costs.

The Connecticut battery incentive is limited and expected to be over-subscribed.

Attached are the letter of intent and agreement required to finalize, as well as the project analysis. Our Town Attorney has completed his legal review of the documents. He has advised that Board review and approval of the agreement is needed prior to proceeding with the project. He has advised that the Board will need to be comfortable

accepting the one-year exclusivity period and the \$6,000 break fee if the deal is cancelled by the Town.

The attached documents provide an overview of the program and potential savings. Staff is investigating additional potential upgrade projects for other facilities, such as Town Hall, Eno Memorial and the Library.

6. Financial Impact:

If the system is approved by Clean Peak Energy, the battery system would be installed and operated for a ten (10) year period. The operation and maintenance of the system would be the responsibility of Clean Peak Energy. The total potential savings by limiting peak power demand would be valued at approximately \$267,411 over the ten-year period. The cost savings would reduce the operating cost of the WPCF and be reflected in the sewer enterprise fund.

7. Description of Documents Included with Submission:

- a) Letter of Intent
- b) Agreement

3/28/2023

Town of Simsbury
36 Drake Hill Rd
Simsbury, CT 06070

Dear Anthony Piazza,

This letter of intent ("**Letter of Intent**" or "**LOI**") is intended to set forth certain preliminary understandings as of the date hereof between Enerwise Global Technologies, LLC dba CPower, a Delaware limited liability company ("**CPower**"), with a principal place of business at 1001 Fleet Street, Suite 400, Baltimore, MD 21202, and its affiliates and subsidiaries (collectively, the "**Provider**") and Town of Simsbury, ("**Customer**") with a place of business at 36 Drake Hill Rd, Simsbury, CT 06070 and to serve as the basis for further discussions and negotiations between Provider and Customer with respect to the Proposed Transaction (as defined below). Provider, and Customer are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

1. ***Proposed Transaction.*** Provider proposes to develop, build, own and operate a Battery Energy Storage System ("**BESS**") and microgrid electrical infrastructure ("**Microgrid Infrastructure**") at Customer's designated facility(ies) that will provide peak demand reduction and associated cost savings and may provide emergency back-up electrical power to Customer, if applicable, (collectively referred to as the "**System**"), the development, installation, commissioning and commercial operation of which is to be collectively referred to as the "**Project**" (as more fully described in the non-binding Project Term Sheet attached hereto as **Exhibit A** and forming a part hereof, the "**Term Sheet**"). Unless otherwise defined herein, capitalized terms shall have the meanings given in the Term Sheet.
2. ***Confidentiality.*** The Parties have entered into that certain Mutual Nondisclosure Agreement (the "**MNDA**", dated as of _____, which shall govern the parties' respective obligations to maintain these negotiations, this Letter of Intent, the EaaS Agreements and information shared between the parties confidential. Pursuant to the MNDA, the subject matter of this Letter of Intent and all non-public information disclosed in relation to the Proposed Transaction and EaaS Agreements shall be considered confidential. Customer agrees not to share information related to this Letter of Intent, the EaaS Agreements, or the Proposed Transaction, with outside vendors, consultants, or competitors of Provider without written authorization for the Term of this LOI.
3. ***Exclusivity.*** Further, Customer agrees not to engage with any competitors of Provider in negotiations for a battery energy storage system with characteristics substantially similar to the Term Sheet during the term of this LOI. Customer grants to Provider exclusivity to perform or contract to develop finalized work product in connection with the Project (the "**Work Product**"). Customer acknowledges and agrees that CPower may leverage the expertise of its affiliates and subsidiaries in order to create the Work Product, including, but not limited to, LS Power and Endurant Energy.
4. ***Exclusivity Period.*** Customer will not engage any third parties in connection with the System or the Project for a period of 365 days ("**Exclusivity Period**"). During this Exclusivity Period, Provider will refine the Project parameters and present to the Customer a peak demand reduction and associated energy savings offer commensurate with the size and scope of the final Project. Customer understands that Provider will be expending resources to evaluate the Project and agrees that it will not attempt to bypass or circumvent Provider in any way. Customer will not solicit or engage any other party to provide equipment, leases, or otherwise provide any related services for the Project at the Site(s) for

the Exclusivity Period. The Parties may mutually agree in writing to extend or otherwise modify the Exclusivity Period.

5. ***Right to File Permits and Incentive Applications.*** During the Exclusivity Period, Customer agrees that Provider shall have the exclusive right to complete and file applications for interconnection agreements or permits, engineering studies, incentive applications, and other such forms with the local utility company, local governmental authorities having jurisdiction, regional grid operators, state or federal agencies, or other governing bodies directly related to, and required for, development and completion of the Proposed Transaction and EaaS Agreements (collectively, the “**Permit Filings**”).
6. ***Ownership of the Work Product.*** Proprietary Rights shall at all times remain the sole and exclusive property of Provider. Customer acknowledges that it may learn certain information with respect to the Proprietary Rights and agrees that such information shall be deemed Provider’s confidential information and Customer’s use thereof shall be in accordance with Section 2, “**Confidentiality**”. “**Proprietary Rights**” means patents, trademarks, copyrights, trade secrets and any other intellectual or proprietary rights in and to this Project, the Work Product, or the Permit Filings to the extent that Proprietary Rights are contained therein.
7. ***Break Fee.*** Following execution of this LOI and prior to execution of the EaaS Agreements, Provider will incur costs to generate engineered drawings, designs, analyses, and other such Work Product for the purpose of completing the Permit Filings and generating the EaaS Agreements. Should Customer choose to terminate this LOI for convenience according to Section 11, then Provider reserves the right to invoice Customer for an early termination fee or break fee (the “**Break Fee**”). Provider may require Customer to pay a Break Fee in an amount of Six Thousand Dollars (\$6,000.00), which, if Provider elects to recover, shall be invoiced by Provider within 10 days of receiving a notice of termination for convenience from Customer. Payment of the Break Fee, if any, is due within 30 days from the date of receipt of Break Fee invoice by Customer.
8. ***Entire Agreement.*** This Letter of Intent sets out the Parties’ entire understanding as of this date with respect to the Proposed Transaction, and there are no other written or oral agreements or understandings among the Parties with respect to the Proposed Transaction and the EaaS Agreements.
9. ***Governing Law.*** This Letter of Intent shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to the choice of law rules thereof that would result in the application of the laws of any other jurisdiction. Each Party consents to the exclusive jurisdiction of the state and federal courts within the State of Connecticut with respect to any dispute arising under this Letter of Intent and to the service of process in any manner provided by law. The state and federal courts located in the State of Connecticut shall provide the exclusive forum for any court action between the parties relating to this Letter of Intent. **EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**
10. ***Dispute Resolution.*** Any dispute that is not resolved through informal negotiations may immediately be referred to and finally resolved by arbitration pursuant to the then-existing Fast Track Non-Administered Arbitration Rules (the “CPR Arbitration Procedures”) of the CPR. To the extent that the CPR Procedures and this Agreement are in conflict, the terms of this Agreement shall control. The arbitration shall be conducted by one arbitrator nominated by the CPR promptly (but in any event within

five (5) Business Days) after the submission of the Dispute to the CPR and reasonably acceptable to each party subject to the Dispute, which arbitrator shall be a commercial lawyer with substantial experience arbitrating disputes of comparable agreements. The arbitrator shall accept his or her appointment and begin the arbitration process promptly (but in any event within five (5) Business Days) after his or her nomination and acceptance by the parties subject to the Dispute. The proceedings shall be streamlined and efficient. The arbitrator shall decide the Dispute in accordance with the substantive Laws of the State of Connecticut. Time is of the essence. Each party shall submit a proposal for resolution of the Dispute to the arbitrator within twenty (20) days after confirmation of the appointment of the arbitrator. The arbitrator shall have the power to order any party to do, or to refrain from doing, anything consistent with this Agreement and applicable Law, including to perform its contractual obligation(s); provided, that the arbitrator shall be limited to ordering pursuant to the foregoing power (and, for the avoidance of doubt, shall order) the relevant party (or parties, as applicable) to comply with only one or the other of the proposals. The arbitrator's award shall be in writing and shall include a reasonable explanation of the arbitrator's reason(s) for selecting one or the other proposal. The seat of arbitration shall be in the State of Connecticut, and the language of the arbitration shall be English.

11. **Termination.** This Letter of Intent will automatically terminate on the earliest to occur of the (x) date of execution of the EaaS Agreements; (y) 5:00 p.m. (Eastern Standard Time) 365 days after the date of this LOI (the "**Outside Date**") but subject to extension by mutual agreement of the Parties in writing; and (z) notice in writing by either Party to the other Party that the terminating Party has decided to discontinue negotiations for convenience (such earliest date being the "**Termination Date**").
12. **Legal Effect of Letter of Intent.** This Letter of Intent is not an offer or a commitment on the part of either Party, or any of their affiliates to consummate the Proposed Transaction. The Parties understand that, except as expressly set forth in this Section 12, this Letter of Intent constitutes a non-binding statement of the Parties' intentions with respect to the Proposed Transaction, but does not contain all matters upon which agreement would need to be reached in order for the Proposed Transaction to be consummated, and therefore does not constitute a binding commitment or agreement with respect to the Proposed Transaction itself. Any transaction which might arise from discussions shall be contingent upon negotiation and execution of the Definitive EaaS Agreements. Any actions taken by a Party in reliance on the non-binding terms expressed herein (including in the Term Sheet), or on statements made during negotiations pursuant to this Letter of Intent, shall be at that Party's own risk, and this Letter of Intent shall not be the basis for a contract by estoppel, implied contract or any other legal theory. Nothing in this Agreement shall create a joint venture, partnership or establish a relationship of principal and agent or any other fiduciary relationship between or among any of the Parties. **Notwithstanding the foregoing, the Parties acknowledge and agree that Sections 2 through 12 of this Letter of Intent do create, and are intended to create, certain binding legal and contractual obligations between the Parties.**

SIGNATURE PAGE FOLLOWS

If the foregoing terms and conditions are satisfactory to you and reflect your understanding with respect to the matters referred to in this Letter of Intent, please sign and date the enclosed copy of this Letter of Intent where indicated below and return such copy, as so signed and dated, to the undersigned. This Letter of Intent will be null and void if not executed and returned by the close of business on 4/7/2023.

Very truly yours,

CPOWER

By: _____
Name: _____
Title: _____

Accepted and agreed this ____ day of _____, 202_:

CUSTOMER

By: _____
Name: _____
Title: _____

[ANY OTHER PARTIES]

By: _____
Name: _____
Title: _____



EXHIBIT A

Term Sheet

This Term Sheet is attached and forms an integral part to that certain Letter of Intent (LOI) between the Parties. Capitalized terms used herein and not otherwise defined shall have the meanings given in the Letter of Intent. This Term Sheet outlines the general commercial terms and conditions pursuant to which the Parties desire to (i) explore ways to collaborate, develop and complete the Project, (ii) enter into certain other agreements, where applicable, together the “**Energy as a Service (EaaS) Agreements**”. The execution and delivery of the EaaS Agreements shall be subject to, among other things, each Party’s satisfactory completion of its due diligence and the approval of such agreements on behalf of each Party by all necessary management bodies and other traditional condition precedents.

Customer	Town of Simsbury
Project Descriptors (Preliminary)	Advanced Lithium-Ion Battery System
Project Type:	Behind the Meter Battery Energy Storage System
Battery Nameplate Size (MW / MWh):	2 / 5
Project Site Address(es):	36 Drake Hill Rd, Simsbury, CT 06070
Utility Servicing Site(s):	Eversource
Battery Interconnection	Export capable, Behind Utility Meter 081093391
Proposed BESS Installation Location:	Outdoor installation, TBD based on customer preference, and cost and logistics of installation and interconnection.
BESS Project Developed, Engineered, Constructed, Commissioned, Owned, Operated, Dispatched, and Managed by:	<p>CPower and its affiliates.</p> <p>If applicable, The Project will be financed, owned and operated by Provider and/or its affiliates/subsidiaries or other third-party financiers (“Financier”).</p> <p>Provider or Financier will own the BESS, all power provided by the BESS, all tax-related benefits and incentives, all environmental credits and other attributes applicable to the BESS.</p> <p>Customer may compensate Provider for ownership/ operation of the BESS by making monthly payments as described below.</p> <p>Customer or Customer’s landlord will grant to Provider all necessary rights to construct, access, maintain, and operate the System.</p>
Contract Term	10 Years
Peak Demand Reductions to Site:	<p>Average Utility Demand Charge Reduction of -7 kW/mo.</p> <ul style="list-style-type: none"> - Estimated value of \$10,735 Year 1 <p>ISO Coincident Peak Reduction of 250 kW/yr.</p> <ul style="list-style-type: none"> - Estimated value of \$11,558 Year 2
Battery Services to Site:	<p>From the commercial operation date through the last day of the Term, Provider will deploy the System and operate the Project to provide Services to the Customer.</p> <p>Except for excused unavailability, Provider will dispatch the BESS to deliver Customer electricity “Peak Demand”</p>

	<p>Reductions” and other related energy storage services (the “Battery Services”).</p> <p>At its sole discretion, Provider also may operate the BESS on the Site to sell, provide, transfer, and deliver energy, capacity, resource adequacy, and other resources, support, and utility services to the utility, the ISO, or grid operators through wholesale services market transactions, including pursuant to one or more demand response programs (“Grid Services”). Proceeds of Grid Services are retained by Provider unless otherwise specified.</p>
<p>Anticipated and Assumed Incentives (without which the proposed project will likely prove to be non-viable)</p>	<p>Energy Storage Solutions Upfront Incentive of \$100 / kWh Industrial</p> <p>AND</p> <p>Critical Facility Designation</p> <p>Enrollment in Energy Storage Solutions Tranche 2 Performance Incentive program (assumes acceptance and funding of incentive application)</p>
BESS Equipment Vendor / Make / Model	Tesla Megapacks (custom configuration) or equivalent
Definitive EaaS Agreements	<p>Provider’s legal counsel will prepare the definitive agreement setting forth the final terms of the proposed EaaS Agreements (the “Definitive EaaS Agreements”). The Definitive EaaS Agreements will reflect the agreed upon terms and conditions as well as customary representations, warranties, covenants, termination rights and termination fee provisions.</p> <p>The Parties will work together in good faith to (i) negotiate and finalize the Definitive EaaS Agreements within 90 days of the execution date of the LOI (the “Closing Date”). In addition and whenever necessary, the Parties will negotiate ancillary agreements.</p>



MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT (this "Agreement") is made as of _____
(the "Effective Date") by and between

Town of Simsbury

("Customer")

and

Enerwise Global Technologies, LLC d/b/a CPower

("CPower")

each individually a "Party" and, collectively, the "Parties"

WHEREAS, the Parties wish to have business discussions (the "Project"); and

WHEREAS, the Parties acknowledge that any Party receiving Confidential Information hereunder from the other Party shall be referred to as the "Receiving Party" and any Party disclosing Confidential Information hereunder to the other Party shall be referred to as the "Disclosing Party";

WHEREAS, the Parties anticipate sharing certain Confidential Information, as defined below, with one another and have entered into this Agreement to establish the terms and conditions applicable to the exchange of Confidential Information (as defined below) in connection with the Project; and

WHEREAS, all terms and obligations herein are subject to the laws of the State of Connecticut and the Freedom of Information Act.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Confidential Information Defined. The Parties acknowledge that, in the course of the Project, it is anticipated that each of the Parties will receive certain non-public and confidential information, from or about each other, including but not limited to technical, financial and business information and models, names of existing or potential suppliers, customers or partners, proposed business deals, reports, plans, market projections, products, services, software programs, data or any other confidential and proprietary information relating to the Project or one of the Parties. All such technical, financial or other business information supplied by either of the Parties or their Representatives (as defined below) is hereinafter called the "Confidential Information". The term "Confidential Information" as used herein also includes the Project itself and any information, work papers, analyses, compilations, projections, studies, documents, terms, conditions, correspondence, facts or other materials derived or produced by either of the Parties or their Representatives for each other which contain or otherwise reflect confidential or proprietary information provided or developed by either of the Parties in connection with the Project. Any Confidential Information supplied in connection with the Project by either of the Parties prior to the execution of this Agreement shall be considered in the same manner and be subject to the same treatment as the Confidential Information made available hereunder after the execution of this Agreement.

2. Exclusions from Definition. Confidential Information as used herein does not include any data or information that: (a) is already known to the Receiving Party on a non-confidential basis at the time it is disclosed to the Receiving Party by Disclosing Party; (b) is or becomes publicly available other than as a result of an unauthorized disclosure by Receiving Party or its Representatives; (c) has been rightfully received by the Receiving Party from a third party without restriction on disclosure and without a breach of an obligation of confidentiality to the Disclosing Party; (d) is independently developed by Receiving Party without use of or reference to Confidential Information; (e) has been approved for public release by written authorization by the Disclosing Party; or (f) is required to be disclosed in accordance with the laws of the State of Connecticut.

3. Non-disclosure Obligation. The Receiving Party shall keep the Confidential Information confidential and shall not disclose such Confidential Information, in whole or in part, to any person other than its and its affiliates' directors, officers, employees, and agents (collectively, "Representatives") who (i) need to know such Confidential Information in connection with the Receiving Party's participation in the Project and (ii) such Representatives agree to abide by the terms of this Agreement, except with the prior written consent of the Disclosing Party or as otherwise permitted hereunder. The Confidential Information shall be used by the Receiving Party solely for the Project and shall not be otherwise used without the Disclosing Party's prior written consent. Neither Party shall reverse engineer, disassemble



or decompile (or allow any third-party to reverse engineer, disassemble or decompile) any prototypes, software or other tangible objects which embody the other Party's Confidential Information, and which are provided hereunder. The Confidential Information shall not be used by the Receiving Party for its own benefit or for any purpose detrimental to the interest of the Disclosing Party. Notwithstanding the disclosure of Confidential Information to the Representatives, Receiving Party shall remain liable for any breach of this Agreement by any of its Representatives.

4. No Export. The Receiving Party will not export, directly or indirectly, any Confidential Information acquired from the Disclosing Party pursuant to this Agreement, or any product utilizing such Confidential Information, to any country, or any company located in any country, for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining written consent from the Disclosing Party and the appropriate license.

5. Standard of Protection. For the purpose of complying with the obligations set forth herein, the Receiving Party shall use a high standard of care, which in no event shall be less than efforts commensurate with those that it employs for the protection of its own confidential and sensitive information.

6. Compliance with Legal Process. In the event that the Receiving Party or its Representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand, regulatory proceedings, stock exchange rules, or other applicable rules or regulations or similar process) to disclose any Confidential Information, Receiving Party shall promptly notify Disclosing Party of such request or requirement so that Disclosing Party may seek an appropriate protective order or waive compliance with this Agreement. If, in the absence of a protective order or the receipt of an express waiver under this Agreement, Receiving Party or its Representatives are, in the opinion of its legal counsel, required to disclose the Confidential Information, Receiving Party or its Representatives may disclose only such Confidential Information to the party requiring disclosure as, in the opinion of its legal counsel, is required by applicable law, rule or regulation and, in connection with such disclosure, Receiving Party and its Representatives shall use commercially reasonable efforts to obtain confidential treatment to such portion of the Confidential Information as is disclosed.

7. Ownership; Return of Information. Except as may be otherwise set forth in a written agreement between the Parties relating to the Project, all Confidential Information (including tangible copies and computerized or electronic versions thereof and also all Confidential Information contained in all deliverables and work papers), including all intellectual property rights pertaining thereto, shall be the property of the Disclosing Party. No later than ten (10) days following the receipt of a written request from the Disclosing Party, the Receiving Party shall deliver to the Disclosing Party all Confidential Information, or destroy all Confidential Information and, upon written request, provide Disclosing Party with a certificate executed by the agent, representative or principal of the Receiving Party certifying that all such materials in the Receiving Party's possession or control have been delivered to the Disclosing Party or destroyed; provided, however, that Receiving Party may retain one archival copy of such Confidential Information to the extent required by any law, rule or regulation, Receiving Party's internal record-keeping policies and any electronic copies as may be stored on Receiving Party's electronic records storage system as a result of automated back-up systems. The Receiving Party shall not directly or indirectly assert any right with respect to any of the Confidential Information that may impair or be adverse to the Disclosing Party's ownership thereof.

8. Remedies for Breach. The Parties understand and agree that money damages may not be a sufficient remedy for any breach of this Agreement by Receiving Party or its Representatives and that the Disclosing Party shall be entitled, without posting bond or other security, to seek specific performance and injunctive relief to remedy or forestall any such breach or threatened breach. Such remedy shall not be deemed to be the exclusive remedy for any breach of this Agreement by Receiving Party or any of its Representatives but shall be in addition to all other rights and remedies available to Disclosing Party at law or in equity. In no event shall either Party be liable for consequential, indirect, special or punitive damages or lost profits or lost opportunities.

9. Term, Termination. The term of this Agreement shall commence with the date first above written and shall terminate on the date that is one (1) year thereafter. This Agreement shall survive termination of any discussions between the Parties, the return or destruction of Confidential Information or any termination of any other agreement, whether in effect prior to or after the date of this Agreement.

10. No Waiver. No failure or delay by either Party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

11. Amendment. This Agreement may not be modified, supplemented or amended orally, but only by a written document signed by both Parties hereto.



12. Applicability to Affiliated Parties. Any information disclosed to the Receiving Party by the Disclosing Party or its Representatives in connection with the Project, which would otherwise constitute Confidential Information hereunder if disclosed by the Disclosing Party, shall be deemed to constitute Confidential Information under this Agreement, and the rights of the Disclosing Party under this Agreement may be enforced by any such affiliate or other entity in addition to the Disclosing Party with respect to any violation relating to such Confidential Information disclosed by such affiliate or other entity, as if such entity were also a Party to this Agreement. For purposes of this Agreement, an "affiliate" means an entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such entity.

13. Attorneys' Fees. Intentionally omitted.

14. Party Status. This Agreement is neither intended to create, nor shall it be construed as creating, (i) a joint venture, partnership or other form of business association between the Parties, (ii) an obligation to buy or sell products using or incorporating the Confidential Information, (iii) an implied or express license grant from either Party to the other, (iv) any obligation to continue discussions or negotiations with respect to any potential agreement between the Parties or (v) an agreement to enter into any agreement.

15. Severability. In the event any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible; provided however, that the intention and essence of this Agreement may still be accomplished and satisfied.

16. Disclosure. The Receiving Party will notify the Disclosing Party, in writing, promptly upon the occurrence of any unauthorized release of Confidential Information or breach of this Agreement of which it is aware.

17. Warranty Matters. THE PARTIES AGREE THAT NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARE GIVEN BY THE DISCLOSING PARTY WITH RESPECT TO THE CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, COURSE OF DEALING, USAGE OF TRADE, FITNESS FOR A PARTICULAR PURPOSE OR DESIGN.

18. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CONNECTICUT, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD OTHERWISE DIRECT THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION. EACH PARTY AGREES THAT (A) ANY LEGAL ACTION BROUGHT HEREUNDER SHALL BE BROUGHT IN THE FEDERAL OR STATE COURTS LOCATED WITHIN CONNECTICUT AND (B) ANY RIGHT OF THE UNDERSIGNED TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR ACTION ARISING OUT OF THIS AGREEMENT IS WAIVED.

(Signature Page Follows)



IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement effective as of the Effective Date.

CPower

By:

Date:

Name: Shelley Schopp

Title: Senior VP, Customer Fulfillment

Address: 1001 Fleet Street, Suite 400

City: Baltimore **State:** MD **Zip:** 21202

Phone: 1-844-CPower1, Option 2

Email: contract@cpowerenergymanagement.com
legal@cpowerenergymanagement.com

Town of Simsbury

By:

Date:

Name:

Title:

Address:

City:

State:

Zip:

Phone:

Email:



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of Submission:** Proposed Public Gathering Permit –
Western Connecticut Orienteering Club Park Day
2. **Date of Board Meeting:** March 31, 2023
3. **Individual or Entity Making the Submission:**
Maria E. Capriola, Town Manager; George McGregor, Planning and Development
Director; Laura Barkowski, Code Compliance Officer *Maria E. Capriola*
4. **Action Requested of the Board of Selectmen:**
If the Board of Selectmen supports approving the public gathering permit application as
presented, the following motion is in order:

*Move, effective March 31, 2023 to approve the public gathering application on behalf of
the Western Connecticut Orienteering Club and to authorize the issuance of the public
gathering permit.*
5. **Summary of Submission:**
The Western Connecticut Orienteering Club will place approximately 30 Orienteering
Control Flags at locations throughout Ethel Walker Woods and Town Forest Park.
Participants will use a map and compass to locate specified locations then return to the
finish line.

Staff has completed its review of the attached application.
6. **Financial Impact:**
None
7. **Description of Documents Included with Submission:**
a) Application, Map and Summary of Event



Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070



PUBLIC GATHERING PERMIT APPLICATION

A Public Gathering Permit (PGP) is required when a proposal is made for a gathering of a number of people on Town property which may cause questions or raise concerns regarding traffic circulation and access issues involving local or state roadways, public safety, or issues regarding a required Special Exception permit from the Zoning Commission. *This application does not apply to block parties, please refer to Simsbury Police Department.

Application should be completed in full, **including original signatures**, before submitting to the Zoning Enforcement Officer at the Simsbury Town Offices, Planning & Zoning Department, 933 Hopmeadow Street, Simsbury, Connecticut 06070. ****Please include 6 copies of your completed application IN ADDITION TO the original when you submit it.** The Board of Selectmen has the final authority to approve or deny public gathering permit applications. The Town reserves the right to cancel an event that does not obtain complete approval, as specified herein.

Applications must be received in office at least 6 WEEKS prior to the date of the proposed event.

Organization's Name: WESTERN CONNECTICUT ORIENTEERING CLUB

Applicant's Name: JAMES HENDERSON

Mailing Address: [REDACTED]

Phone: [REDACTED] Email: [REDACTED]

Event Location: TOWN FOREST PARK

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

Exact Time(s)/Date Begin: 8 AM 4/23/2023

End: 4 PM 4/23/2023

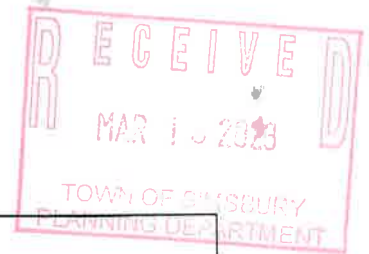
Number of people expected to be present for the event (incl. staff, volunteers, attendees): 40

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

A CERTIFICATE OF INSURANCE MADE OUT TO THE APPLICANT AND TOWN OF SIMSBURY, EVIDENCING COVERAGE OF \$1,000,000 IN FORCE FOR THE DURATION OF THE EVENT, MUST BE SUBMITTED WITH THIS APPLICATION. THIS CERTIFICATE OF INSURANCE MUST INCLUDE A HOLD HARMLESS AGREEMENT FOR THE TOWN.

**Simsbury Police - 860-658-3100 933 Hopmeadow Street.*

*** Number of copies may vary, please check with the Simsbury Zoning Enforcement Officer.*



TOWN OF SIMSBURY USE ONLY:

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

Signature: _____ Date: _____

EVENT INFO

Description of Event:

ORIENTEERING CONTROL FLAGS TO BE PLACED
AT APPROXIMATELY 30 LOCATION IN THE
PARK. PARTICIPANTS WILL USE A MAP
AND COMPASS TO LOCATE SPECIFIED LOCATIONS
THEN TO RETURN TO A FINISH LINE. NUMBER
OF CONTROLS LOCATED AND TIME TAKEN
WILL BE RECORDED

Please indicate whether you will be bringing:

Additional trash and recycling receptacles:

YES ☒

NO ☐

NUMBER:

2

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

Portable toilets:

YES ☐

NO ☒

NUMBER:

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

Tent:

YES ☐

NO ☒

SIZE:

OPEN SIDES ☐

ENCLOSED ☐

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

Lighting and/or sound equipment:

YES ☐

NO ☒

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

Does your event require electrical access?

YES ☐

NO ☒

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

Will food be sold or given away at your event?

YES ☐

NO ☒

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

Will alcohol be served at your event?

YES ☐

NO ☒

Number of vendors: -0- Service start and end times: _____

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

Will road closure(s) be necessary?

YES ☐

NO ☒

- Details of proposed traffic circulation and closings must be presented to the Chief of Police prior to his signing of the PGP application. If State roads are proposed for closing, a permit from the CT DOT may be necessary.
- Notification of State DOT will need to be made at a minimum of 90 days, Town of Simsbury should be notified at the time of submittal.





PLANNING & ZONING DEPARTMENT
933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3245

Alcohol

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

Signage

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

Attachments:

☒ Site Map

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

FARMINGTON VALLEY HEALTH DISTRICT
95 RIVER ROAD, CANTON, CT 06019

www.fvhd.org
860-352-2333

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

Has a Temporary Food Permit been secured? YES ☐ NO ☒

Will food trucks be present? YES ☐ NO ☒
Number of food trucks to be present

What type of fuel supply will be used for cooking? Propane ☐ Solid fuel ☐ Generator ☐ None ☒

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

BUILDING DEPARTMENT
933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3234

Tent:

YES ☐ NO ☒ CAPACITY: _____
OPEN SIDES ☐ ENCLOSED ☐
SQUARE FOOTAGE: _____

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

Does your event require electrical access? YES ☐ NO ☒

- Will you be utilizing portable generators? YES ☐ NO ☒



FIRE MARSHAL

871 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-1973

Will attendance be 1,500 or more persons?

YES ☐

NO ☒

- If 1,500 or more an incident command tent may be required and will need to be noted on the site map. Where required by AHJ, standby fire personnel shall be provided at the cost of the applicant

Will there be fireworks or special effects?

YES ☐

NO ☒

Has a state permit been issued?

YES ☐

NO ☒

When required by the AHJ, standby fire personnel shall be provided at the cost of the applicant.

Are staff aware and are fire or emergency evacuation procedures in place and documented?

YES ☐

NO ☐

DEPARTMENT OF PUBLIC WORKS (DPW)

66 TOWN FOREST ROAD, SIMSBURY, CT 06070

860-658-3222

Will barricades/signage be required:

- For the day of the event?
- In advance?

YES ☒

NO ☐

DATES: _____

Are DPW trucks required for use as barricades?

YES ☐

NO ☒

To be determined by Simsbury Police, Other vehicles are not permitted as barricades.

QUANTITY: _____

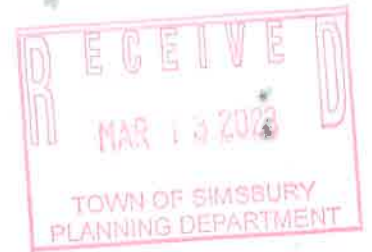
- The fee schedule below is for one (1) Truck and one (1) staff member.
- All fees will begin when Public Works Trucks leave the DPW Campus.
- Each Truck will be filled with sand and operated by a single staff member.
- The number and positioning of the Trucks shall be determined by the Simsbury Police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

TOTAL FEE DUE: \$250 + (_____ hours x \$50/\$75) = \$_____

Fee is payable by check made out to the Town of Simsbury

Please note:

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



POLICE DEPARTMENT

933 HOPMEADOW STREET, SIMSBURY, CT 06070

860-658-3100

Is this event a concert and/or festival?

YES ☐

NO ☒

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

Will on-site private security be provided?

YES ☐

NO ☒

NUMBER: _____

Will on-site emergency medical services be provided?

YES ☐

NO ☒

NUMBER: _____

- Where will they be located? _____

SIMSBURY VOLUNTEER AMBULANCE ASSOCIATION

4 OLD MILL LANE, SIMSBURY, CT 06070

860-658-7213

Will there be any athletic competitions or other activity/activities that could increase the likelihood of injury or illness?

YES ☐

NO ☐

Will a commercial ambulance be provided?

YES ☐

NO ☐

If YES the Simsbury Volunteer Ambulance Association needs to be notified.

Will the attendance be equal to or greater than 5000?

YES ☐

NO ☐

NUMBER: _____

Attendance will be: _____

STAGGERED OVER COURSE OF EVENT ☐

AT A SPECIFIC TIME ☐ TIME: _____

CULTURE, PARKS & RECREATION

100 OLD FARMS ROAD, SIMSBURY, CT 06070

860-658-3836

Are you serving food?

YES ☐

NO ☒

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

Will you require any special field lining or set up?

YES ☐

NO ☒

Do you intend to use "staked" tents on athletic fields?

YES ☐

NO ☒

Will athletic field lighting be necessary?

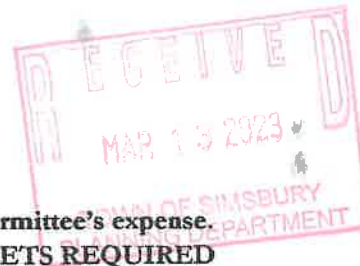
YES ☐

NO ☒

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

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

• ATTENDANCE: _____ / 50 = _____ PORTABLE TOILETS REQUIRED



**Public Gathering Permit
Required Declaration**

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

Applicant's Name (Printed): JAMES HENDERSON

Applicant's Signature: *James Henderson*

Date Signed: 3/10/23



CERTIFICATE OF LIABILITY INSURANCE

USORIEN-01

LGEORG

DATE (MM/DD/YYYY)
2/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Loomis & LaPann, Inc.
518-792-8561
228 Glen Street, PO Box 2158
Glens Falls, NY 12801

CONTACT Lori George
PHONE (A/C, No, Ext): (518) 792-6561 FAX (A/C, No): (518) 792-3426
E-MAIL ADDRESS: lgeorge@loomislapann.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: HDI Global Specialty SE	41343
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
US Orienteering Federation and Its Member Clubs
dba Orienteering USA
1406 S Fern St #90654
Arlington, VA 22202

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	HDGL003700840	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVENT NAME: Western CT Orienteering Club Simsbury Town Forest Event

EVENT DATE: April 23, 2023

EVENT LOCATION: Simsbury Town Forest

Certificate Holder is named as additional insured.

CERTIFICATE HOLDER

Town of Simsbury
933 Hopmeadow St.
Simsbury, CT 06070

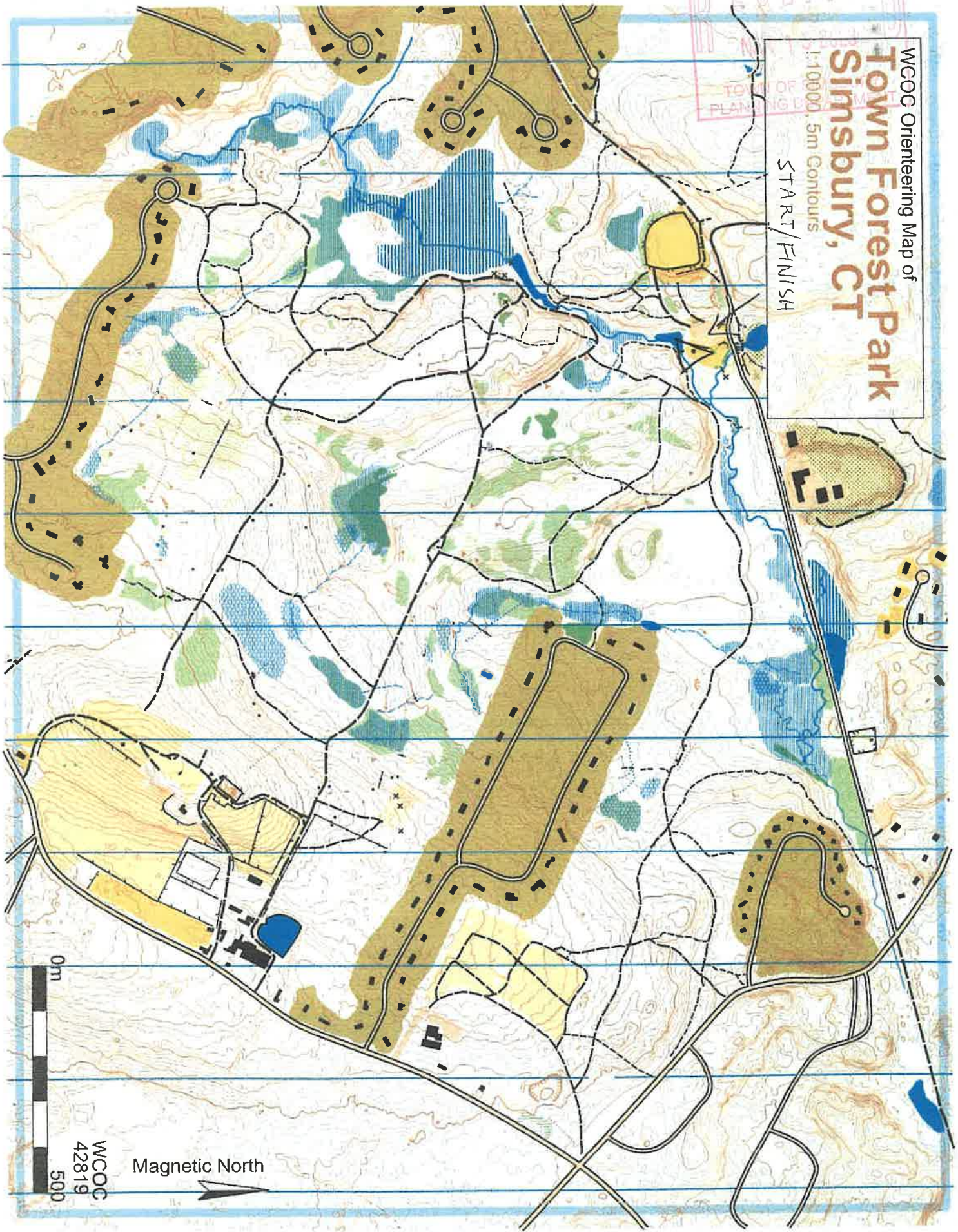
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RECEIVED
TOWN OF
PLANNING DEPT

WCOC Orienteering Map of
Town Forest Park
Simsbury, CT
1:10000, 5m Contours
START/FINISH



0m

500

WCOC
42819

Magnetic North

REQUIRED SIGN OFFS
(in order required)

	<u>Received Date:</u>	<u>Received By:</u>	<u>Approved By:</u>	<u>Action Date:</u>
Culture Parks And Rec. Director			T Tyburski	3/10/23
Zoning Commission (As may be required by ZEO)			NA	
Building Official			H Mager	3/13/23
Police Chief			G Samuelski	3/20/23
Dir of Public Works			T Ray	3/11/23
Dir of Health FVHD			J Brown	3/13/23
Fire Marshal			P Terulle	3/13/23
Simsbury Volunteer Ambulance			K Stewart	3/13/23
Zoning Enforcement Officer			A Balawski	3/27/23
Board of Selectmen				

Barkowski Laura

From: Samselski, Gregory <GSamselski@pd.simsbury-ct.gov>
Sent: Monday, March 20, 2023 3:56 PM
To: Barkowski Laura
Subject: Re: Western CT Orienteering Club PG Permit

Laura,
PD approves Western CT Orienteering Club permit.

Lt Gregory Samselski #103
Simsbury Police Department
Main# (860)658-3100
Office# (860)658-3106

On Mar 11, 2023, at 10:08 AM, Barkowski Laura <lbarkowski@simsbury-ct.gov> wrote:

Good morning,

Below please find a PGP application for review.

Thanks,

Laura

From: Tyburski Tom <ttyburski@simsbury-ct.gov>
Sent: Friday, March 10, 2023 2:07 PM
To: Barkowski Laura <lbarkowski@simsbury-ct.gov>
Subject: Western CT Orienteering Club PG Permit

Hi Laura, the attached PG permit was turned in, they want to use Town Forest Park and Ethel Walker Woods Trails for an orienteering event which is ok with us. Their application looks good to me.

Tom

Thomas Tyburski
Director
Simsbury Culture, Parks and Recreation
www.SimsburyRec.com
860-408-4682

<20230310150450.pdf>

Barkowski Laura

From: Bonnie and Jim Henderson <bandjhenderson@sbcglobal.net>
Sent: Monday, March 13, 2023 4:09 PM
To: Barkowski Laura
Subject: Re: Western CT Orienteering PGP

Two signs on the day of the event is correct. There will be no others.

Jim Henderson

Sent from my iPhone

On Mar 13, 2023, at 11:51 AM, Barkowski Laura <lbarkowski@simsbury-ct.gov> wrote:

Good morning,

I am in receipt of an application for a public gathering permit with 4/23/2023. This is to confirm you are only proposing the 2 signs detailed in the application and will removed by 4pm on 4/23/2023. Any signs advertising the event will require a separate temporary sign permit.

Please feel free to contact me with any questions.

Regards,

Laura Barkowski, CZEO
Code Compliance Officer
Town of Simsbury, Planning & Land Use Department
933 Hopmeadow Street • Simsbury, CT 06070
lbarkowski@simsbury-ct.gov • 860.658.3228 (p) • 860.658.3206 (f)
<image001.png>

Barkowski Laura

From: Karin Stewart <kstewart@simsburyems.com>
Sent: Monday, March 13, 2023 1:31 PM
To: Barkowski Laura
Subject: Re: PGPs

Sorry! They are all fine

Karin Stewart

Sent from my iPhone

On Mar 13, 2023, at 1:11 PM, Barkowski Laura <lbarkowski@simsbury-ct.gov> wrote:

Good afternoon,

Could you please review the 3 attached PGP applications for the following events:

4/23/23 – Western CT Orienteering Club

5/26/23 – Duck Race

10/14/23 – Hall/Nash Wedding

Please let know.

Regards,

Laura Barkowski, CZEO
Code Compliance Officer
Town of Simsbury, Planning & Land Use Department
933 Hopmeadow Street • Simsbury, CT 06070
lbarkowski@simsbury-ct.gov • 860.658.3228 (p) • 860.658.3206 (f)
<image001.png>

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Barkowski Laura

From: Patrick T. Tourville, CFI I <PTourville@simsburyfd.org>
Sent: Monday, March 13, 2023 10:12 AM
To: Barkowski Laura; Boulter Nicholas (SPD); Samselski Gregory; Tom Roy; kstewart; Miga Henry; 'jbrown@fvhd.org'
Subject: RE: Western CT Orienteering Club PG Permit
Attachments: FM_Approved_PGP_Western CT Orienteering Club_4_23_23.pdf

FM Approved PGP

Patrick Tourville, CFI-I
Fire Marshal
Simsbury Fire District
871 Hopmeadow Street
Simsbury, CT 06070
(P) 860-658-1973
(C) 860-818-0479

From: Barkowski Laura <lbarkowski@simsbury-ct.gov>
Sent: Saturday, March 11, 2023 10:08 AM
To: nboulter <nboulter@pd.simsbury-ct.gov>; gsamselski <gsamselski@pd.simsbury-ct.gov>; Patrick T. Tourville, CFI I <PTourville@simsburyfd.org>; troy@simsbury-ct.gov; kstewart <kstewart@simsburyems.com>; Miga Henry <hmiga@simsbury-ct.gov>; 'jbrown@fvhd.org' <jbrown@fvhd.org>
Subject: Fw: Western CT Orienteering Club PG Permit

Good morning,

Below please find a PGP application for review.

Thanks,

Laura

From: Tyburski Tom <ttyburski@simsbury-ct.gov>
Sent: Friday, March 10, 2023 2:07 PM
To: Barkowski Laura <lbarkowski@simsbury-ct.gov>
Subject: Western CT Orienteering Club PG Permit

Hi Laura, the attached PG permit was turned in, they want to use Town Forest Park and Ethel Walker Woods Trails for an orienteering event which is ok with us. Their application looks good to me.

Tom

Thomas Tyburski
Director
Simsbury Culture, Parks and Recreation
www.SimsburyRec.com

Barkowski Laura

From: Jason Brown <jbrown@fvhd.org>
Sent: Monday, March 13, 2023 9:57 AM
To: Barkowski Laura; Boulter Nicholas (SPD); Samselski Gregory;
'PTourville@simsburyfd.org'; Tom Roy; Karin Stewart; Miga Henry
Subject: RE: Western CT Orienteering Club PG Permit

Approved, thank you!

From: Barkowski Laura <lbarkowski@simsbury-ct.gov>
Sent: Saturday, March 11, 2023 10:08 AM
To: Boulter Nicholas (SPD) <nboulter@pd.simsbury-ct.gov>; Samselski Gregory <gsamselski@pd.simsbury-ct.gov>;
'PTourville@simsburyfd.org' <ptourville@simsburyfd.org>; Tom Roy <troy@simsbury-ct.gov>; Karin Stewart
<kstewart@simsburyems.com>; Miga Henry <hmiga@simsbury-ct.gov>; Jason Brown <jbrown@fvhd.org>
Subject: Fw: Western CT Orienteering Club PG Permit

Good morning,

Below please find a PGP application for review.

Thanks,

Laura

From: Tyburski Tom <ttyburski@simsbury-ct.gov>
Sent: Friday, March 10, 2023 2:07 PM
To: Barkowski Laura <lbarkowski@simsbury-ct.gov>
Subject: Western CT Orienteering Club PG Permit

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Tom

Thomas Tyburski
Director
Simsbury Culture, Parks and Recreation
www.SimsburyRec.com
860-408-4682

Barkowski Laura

From: Miga Henry
Sent: Monday, March 13, 2023 9:17 AM
To: Barkowski Laura
Subject: RE: Western CT Orienteering Club PG Permit

No issues with Building dept. OK

Henry

From: Barkowski Laura <lbarkowski@simsbury-ct.gov>
Sent: Saturday, March 11, 2023 10:08 AM
To: Boulter Nicholas (SPD) <nboulter@pd.simsbury-ct.gov>; Samselski Gregory <gsamselski@pd.simsbury-ct.gov>; 'PTourville@simsburyfd.org' <ptourville@simsburyfd.org>; Tom Roy <troy@simsbury-ct.gov>; Karin Stewart <kstewart@simsburyems.com>; Miga Henry <hmiga@simsbury-ct.gov>; 'jbrown@fvhd.org' <jbrown@fvhd.org>
Subject: Fw: Western CT Orienteering Club PG Permit

Good morning,

Below please find a PGP application for review.

Thanks,

Laura

From: Tyburski Tom <ttyburski@simsbury-ct.gov>
Sent: Friday, March 10, 2023 2:07 PM
To: Barkowski Laura <lbarkowski@simsbury-ct.gov>
Subject: Western CT Orienteering Club PG Permit

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Tom

Thomas Tyburski
Director
Simsbury Culture, Parks and Recreation
www.SimsburyRec.com
860-408-4682

Barkowski Laura

From: Tom Roy
Sent: Saturday, March 11, 2023 3:35 PM
To: Barkowski Laura
Subject: RE: Western CT Orienteering Club PG Permit

Approved. Public Works

Thomas J. Roy, PE
Director / Town Engineer
Department of Public Works
Town of Simsbury
66 Town Forest Road,
West Simsbury, CT 06092
(O) 860.658.3222

From: Barkowski Laura <lbarkowski@simsbury-ct.gov>
Sent: Saturday, March 11, 2023 10:08 AM
To: Boulter Nicholas (SPD) <nboulter@pd.simsbury-ct.gov>; Samselski Gregory <gsamselski@pd.simsbury-ct.gov>; 'PTourville@simsburyfd.org' <ptourville@simsburyfd.org>; Tom Roy <troy@simsbury-ct.gov>; Karin Stewart <kstewart@simsburyems.com>; Miga Henry <hmiga@simsbury-ct.gov>; 'jbrown@fvhd.org' <jbrown@fvhd.org>
Subject: Fw: Western CT Orienteering Club PG Permit

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Thanks,

Laura

From: Tyburski Tom <ttyburski@simsbury-ct.gov>
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To: Barkowski Laura <lbarkowski@simsbury-ct.gov>
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Tom

Thomas Tyburski
Director
Simsbury Culture, Parks and Recreation



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: Laura Barkowski, Code Compliance Officer; Tom Tyburski, Director of Culture, Parks and Recreation; Henry Miga, Building Official; Nick Boulter, Chief of Police; Chris Davis, Deputy Chief of Police; Greg Samselski, Police Lt.; Tom Roy, Director of Public Works/Town Engineer; Patrick Tourville, Fire Marshal; Karin Stewart, Director, Simsbury Volunteer Ambulance; Jennifer Kertanis, Director of Health, FVHD
Date: March 29, 2023
Subject: Administrative Approval of Public Gathering Permit

This memo is to inform the Board of Selectmen of public gathering permits that I have approved via an administrative approval.

Staff from Planning, Police, Culture, Parks and Recreation, Public Works, the Fire District, and the Farmington Valley Health District reviewed the application to ensure compliance and safety measures were addressed prior to approval. Following completion of that process, the following public gathering permits have been approved by me:

Name of Event	Location	Date	Type
Simsbury Duck Race	Simsbury Flower Bridge	May 26, 2023	Civic organization event
Hall Wedding	Simsbury Flower Bridge	October 14, 2023	Private event - wedding

Should you have any questions or concerns about the applications listed above, please contact me so staff and I can help answer those questions.