



# Town of Simsbury

933 HOPMEADOW STREET

SIMSBURY, CONNECTICUT 06070

Lisa L. Heavner - First Selectwoman

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## **SIMSBURY BOARD OF SELECTMEN**

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

**Regular Meeting – May 8, 2017 – 6:00 p.m.**

### **PLEDGE OF ALLEGIANCE**

### **PUBLIC AUDIENCE**

### **PRESENTATIONS**

- Memorial Day Parades

### **FIRST SELECTWOMAN'S REPORT**

### **SELECTMEN ACTION**

- a) Approve Tax Refunds
- b) Refer FY 2018 Capital Projects to the Planning Commission for CGS Section 8-24 referral
- c) Discuss and Possible Action for Fiscal Year 2018 Budget
- d) Approve the recommendation of the Culture, Parks & Recreation Commission to transition to a "Carry In, Carry Out" policy for trash removal for town owned parks, fields and other properties effective July 1, 2017
- e) Authorize the First Selectwoman to enter into an Agreement for Shared Professional Services with the Town of Bloomfield for Deputy Building Official

### **OTHER BUSINESS**

### **APPOINTMENTS AND RESIGNATIONS**

- a) Appoint Jerome Shea, Town Engineer to the Board of Directors of the Farmington Valley Health District for a three year term effective May 8, 2017

Telephone (860) 658-3230  
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LHeavner@simsbury-ct.gov  
[www.simsbury-ct.gov](http://www.simsbury-ct.gov)  
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8:30 - 7:00 Monday  
8:30 - 4:30 Tuesday through Thursday  
8:30 - 1:00 Friday

**REVIEW OF MINUTES**

- a) Regular Meeting of April 24, 2017

**SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS**

1. Personnel
2. Finance
3. Welfare
4. Public Safety
5. Board of Education

**ADJOURN TO EXECUTIVE SESSION**

- a) Pursuant to CGS §1-200(6)(D) concerning the selection of a site or the lease, sale or purchase of real estate in connection with the redesign of the Senior Center

**ADJOURN FROM EXECUTIVE SESSION**

Possible action

**ADJOURN**

Most of the documents reviewed by the Board of Selectmen at this meeting can be located at:  
<http://www.simsbury-ct.gov/board-of-selectmen>



# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Tax Refunds
2. **Date of submission:** May 2, 2017
3. **Date of Board Meeting:** May 8, 2017
4. **Individual or Entity making the submission** (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):

Colleen O'Connor- Tax Collector

5. **Action requested of the Board of Selectmen** (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):

*Individual or Entity making the submission requests that the Board of Selectmen:*

Tax refunds to be approved by State Statue 12-129. Some of the reasons for refunds on cars are –vehicle sold, destroyed, donated, moved out of state or appealed the taxes.

Real Estate refunds are due to the fact that both a bank and an attorney's office pay the taxes because of sale of house or re-finance.

6. **Summary of Submission** (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):

7. **Financial Impact** (Include a description of any impact on the finances of the Town of Simsbury):

Approve tax refunds per attached printout in the amount of **\$ 1,360.97**

8. **Description of documents included with submission** (All documents must be in final form and signed by the appropriate party.):

*The following documents are included with this submission and attached hereto:*

Tax Refunds.xls

	BILL NUMBER	TAX	FIRE	INTEREST	TOTAL
<b>List 2013</b>					
					\$0.00
					\$0.00
					\$0.00
					\$0.00
<b>Total 2013</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>List 2014</b>					
Kirchmeier Jodie Lee	14-03-59621	\$54.00			\$54.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
<b>Total 2014</b>		<b>\$54.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$54.00</b>
<b>List 2015</b>					
Clifford Brian J	15-03-53211	\$579.42	\$16.09		\$595.51
Vault Trust	15-03-69151	\$76.21	\$2.12		\$78.33
VCFS Auto Leasing Co	15-03-69189	\$437.22	\$12.14		\$449.36
Willerup Jay	15-03-69931	\$15.65			\$15.65
Crane Cassandra G	15-04-80699	\$28.33	\$0.78		\$29.11
Gonzalez Victor A	15-04-81373	\$6.34	\$0.18		\$6.52
Lindberg Michael D	15-04-82115	\$163.80	\$4.55		\$168.35
					\$0.00
					\$0.00
					\$0.00
					\$0.00
<b>Total 2015</b>		<b>\$1,306.97</b>	<b>\$35.86</b>	<b>\$0.00</b>	<b>\$1,342.83</b>
<b>TOTAL 2013</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL 2014</b>		<b>\$54.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$54.00</b>
<b>TOTAL 2015</b>		<b>\$1,306.97</b>	<b>\$35.86</b>	<b>\$0.00</b>	<b>\$1,342.83</b>
					<b>\$1,396.83</b>
<b>TOTAL ALL YEARS</b>		<b>\$1,360.97</b>	<b>\$35.86</b>	<b>\$0.00</b>	<b>\$1,396.83</b>



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P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** §8-24 Referral of Capital Projects
  
2. **Date of submission:** May 3, 2017
  
3. **Date of Board Meeting:** May 8, 2017
  
4. **Individual or Entity making the submission** (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):  
Jerome F. Shea, Town Engineer – [jshea@simsbury-ct.gov](mailto:jshea@simsbury-ct.gov)
  
5. **Action requested of the Board of Selectmen** (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):  
Refer the capital projects previously approved by the Board of Selectmen to the Planning Commission in accordance with §8-24.
  
6. **Summary of Submission** (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):  
  
The capital projects previously approved by the Board of Selectmen, as reflected in the attached list, must be referred to the Planning Commission in accordance with §8-24.
  
7. **Financial Impact** (Include a description of any impact on the finances of the Town of Simsbury):

NA

**8. Description of documents included with submission (All documents must be in final form and signed by the appropriate party.):**

*The following documents are included with this submission and attached hereto:*

Proposed motion for approval of FY18 Board of Selectmen Capital Projects

**Agenda Item:**

**Refer FY 2018 Capital Projects to the Planning Commission for CGS Section 8-24 referral**

**Motion:**

\_\_\_\_\_ made a motion to refer the capital projects previously approved by the Board of Selectmen to the Planning Commission in accordance with §8-24. \_\_\_\_\_ seconded the motion. All were in favor and the motion passed.

**FY18 Board of Selectmen Approved Capital Projects**

SF Rink/Pool Improvements	\$ 950,000
Park Improvements	\$ 235,000
Open Space Planning and Improvements	\$ 150,000
Town-wide Park Master Plan	\$ 102,000
Street Lighting Purchase / Lighting Improvements	\$ 400,000
Iron Horse Blvd. Playground Renovation	\$ 298,000
POCD, Land Use Studies	\$ 35,000
Regulation Update	\$ 65,000
Finance Security Upgrades	\$ 150,000
Senior/Community Center	\$ 5,800,000
Bridge Improvements	\$ 805,000
Cold Storage Facility (Police/DPW Shared)	\$ 380,000
Dam Evaluations and Repairs	\$ 75,000
Town Facilities Master Plan	\$ 400,000
Various Drainage Improvements	\$ 125,000
Library Interior/Parking Renovations	\$ 584,500
Library Lower Level Improvements	\$ 906,048
36 Drake Hill Rd. Dike Analysis	\$ 75,000
Phosphorous Removal Analysis	\$ 150,000
Hayes Road Pump Station Upgrade	\$ 45,000
Tariffville Area Sewer Repairs	\$ 100,000
Water Pollution Control Plan Update	\$ 100,000
HJMS - Renovation - Phase 3	\$ 22,825,000
SHS Tennis Court Replacement	\$ 740,000



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SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission: Recommendation – Parks/Athletic Field Trash Removal**
2. **Date of submission: May 2, 2017**
3. **Date of Board Meeting: May 8, 2017**
4. **Individual or Entity making the submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):**

Gerard G. Toner, Director of Culture, Parks and Recreation

5. **Action requested of the Board of Selectmen (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):**  
*The Individual or Entity making the submission requests that the Board of Selectmen:*

Approve the recommendation of the Culture, Parks and Recreation Commission to transition to a "Carry In, Carry Out" policy for trash removal for town owned parks, fields, and other properties effective July 1, 2017.

6. **Summary of Submission (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):**

At their regular meeting on April 27, 2017, the Culture, Parks and Recreation Commission discussed and unanimously approved a proposal (att.) to transition to a "Carry In, Carry Out" policy whereby park and field users are responsible for taking any trash that they generate out of the park on their own.

In addition to the budget considerations, the following are factors that influence this change:

- Based on input from other towns, the amount of illegal dumping is significantly decreased by the removal of trash receptacles from these areas.
- With limited staff and increasing demands for services, the hourly cost of trash removal is not warranted.
- Youth sports groups and other organizations still have the option of securing receptacles for trash disposal and contracting with a private hauler. They will also be expected to police their respective areas and participants.
- This program has been used on a trial basis in Simsbury in some of our smaller parks, with no evidence of abuse or illegal dumping.
- This is consistent with the Town's commitment to conservation and sustainability.

**7. Financial Impact (Include a description of any impact on the finances of the Town of Simsbury):**

Full time staff costs of approximately \$15,000 will be re-allocated to other areas of the park/open space maintenance operation. Contractual costs of \$5,500 will be reduced significantly.

**8. Description of documents included with submission (All documents must be in final form and signed by the appropriate party.):**

*The following documents are included with this submission and attached hereto:*

April 27 memo titled, "PROPOSAL – PARKS/ATHLETIC FIELD TRASH REMOVAL



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## Culture, Parks and Recreation Department

April 27, 2017

### PROPOSAL – PARKS/ATHLETIC FIELD TRASH REMOVAL

Background: This department has had the responsibility of trash removal from all parks and playing field areas in Town. This also includes playground areas, the Greenway, Performing Arts Center, and other town owned areas. Trash is hauled by department staff to a centralized location where it is picked up by a local trash hauler.

Typically, this requires 10 - 15 man hours weekly, equating to an annual cost of approximately \$15,000. This is in addition to the contractual cost of \$5,500 annually with the local trash hauler, in this case Paines, Inc.

As a cost saving measure, the State of Connecticut and other local municipalities have transitioned to a “Carry In, Carry Out” policy whereby park and field users are responsible for taking any trash that they generate out of the park on their own. Trash receptacles are no longer made available at these sites. The one exception would be the Simsbury Farms Golf Course.

In addition to the budget considerations, the following are factors that influence this change:

- Based on input from other towns, the amount of illegal dumping is significantly decreased by the removal of trash receptacles from these areas.
- With limited staff and increasing demands for services, the hourly cost of trash removal is not warranted.
- Youth sports groups and other organizations still have the option of securing receptacles for trash disposal and contracting with a private hauler. They will also be expected to police their respective areas and participants.
- This program has been used on a trial basis in Simsbury in some of our smaller parks, with no evidence of abuse or illegal dumping.
- This is consistent with the Town’s commitment to conservation and sustainability.

Telephone (860) 658-3281  
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[rbazzano@simsbury-ct.gov](mailto:rbazzano@simsbury-ct.gov)  
<http://www.simsbury-ct.gov/>

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P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Agreement for Shared Professional Services  
Deputy Building Official
2. **Date of submission:** May 2, 2017
3. **Date of Board Meeting:** May 8, 2017
4. **Individual or Entity making the submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):**

Thomas F. Cooke – Director of Administrative Services – [tcooke@simsbury-ct.gov](mailto:tcooke@simsbury-ct.gov)

5. **Action requested of the Board of Selectmen (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):**  
*The Individual or Entity making the submission requests that the Board of Selectmen:*

Authorize the First Selectwoman to enter into the attached Agreement for Shared Professional Services – Deputy Building Official with the Town of Bloomfield.

6. **Summary of Submission (Include in your summary (i) relevant dates and timelines; (ii) parties involved; (iii) a description of financial terms and conditions specifically identifying the financial exposure/commitment of the Town of Simsbury; (iv) whether or not contracts, licenses and other legal documents have been reviewed by the Town's counsel; and (v) other information that will inform the Board of Selectmen's consideration of your submission. Include any additional information in an attached memorandum.):**

During the past year, the Town of Simsbury endeavored to hire a part-time Building Official to assist the town's Building Official with a steadily increasing workload. When recruiting efforts failed to produce qualified candidates for the part-time position, the town sought funding – included in the Board of Selectmen's current proposed budget – for a full time Deputy Building Official.

The Town of Bloomfield is also in need of part-time Building Official assistance and expressed interest in a shared services agreement with Simsbury.

The attached Agreement for Shared Professional Services – Deputy Building Official (the “Agreement”) was negotiated to address the needs of both towns. Under the terms of the Agreement, Simsbury is the sole employer of the Deputy Building Official and will utilize the Deputy Building Official for more than half of the work-week on average. The Deputy Building Official’s services are contracted to Bloomfield for the balance of the work-week. Bloomfield will pay the town a proportionate amount of the total actual cost of the position, currently estimated at about \$54,000 annually.

The Agreement is conditioned on passage by the Town of Simsbury of a budget including funding for the position, as well as approval of the Agreement by the Town of Bloomfield. The position itself will not be filled until July, 2017 at the earliest.

**7. Financial Impact (Include a description of any impact on the finances of the Town of Simsbury):**

Funds received from the Town of Bloomfield, which will be deposited in Simsbury’s General Fund, will help to offset the cost of hiring a full-time Deputy Building Official.

**8. Description of documents included with submission (All documents must be in final form and signed by the appropriate party.):**

*The following documents are included with this submission and attached hereto:*

Agreement for Shared Professional Services – Deputy Building Official

**AGREEMENT FOR SHARED PROFESSIONAL SERVICES**  
**DEPUTY BUILDING OFFICIAL**

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2017, by and between the **TOWN OF SIMSBURY**, a municipal corporation chartered under the laws of the State of Connecticut (hereinafter referred to as "Simsbury"), and the **TOWN OF BLOOMFIELD**, a municipal corporation chartered under the laws of the State of Connecticut (hereinafter referred to as "Bloomfield").

**WHEREAS**, Simsbury shall employ a full-time Deputy Building Official (the "DBO") and is willing to make that DBO available for shared services, and;

**WHEREAS**, Bloomfield requires the services of a DBO on a part-time basis; and

**WHEREAS**, Simsbury and Bloomfield mutually agree that regional cooperative efforts would benefit both towns;

**NOW, THEREFORE**, for the promises and consideration hereinafter set forth, Simsbury and Bloomfield do hereby agree as follows:

**A. SIMSBURY'S DUTIES AND RESPONSIBILITIES**

Simsbury herein agrees:

1. To employ the DBO and maintain all requisite personnel records;
2. To compensate the DBO and provide benefits in accordance with the collective bargaining agreement that governs the DBO's position, including, but not limited to, health insurance benefits;
3. To withhold all requisite federal, state, and local taxes from the DBO's compensation;
4. To provide unemployment compensation insurance and workers' compensation benefits for the DBO and handle any such claims filed by the DBO;
5. To provide overall supervision of the DBO, including issuing any discipline;
6. To make the DBO available to Bloomfield for the purpose of performing the services of a building official pursuant to the provisions of state law for and on behalf of both Simsbury and Bloomfield on a shared-services basis during the regular straight-time work hours of the DBO as set forth in Section C;

7. To provide adequate documentation of time allocation;
8. To address any statements of concern expressed by Bloomfield regarding the DBO's conduct in the performance of duties pursuant to this Agreement;
9. To provide Bloomfield, on a quarterly basis, an invoice for the cost of services provided during the preceding quarter based on the terms of this Agreement; including the "Cost of Services" document attached as Appendix A.

**B. BLOOMFIELD'S DUTIES AND RESPONSIBILITIES**

10. To appoint Simsbury's DBO as a Bloomfield Assistant Building Official and to notify all appropriate state agencies of the appointment;
11. To reimburse Simsbury, on a quarterly basis, within 30 days of the date of the invoice, for the costs incurred in providing the DBO's compensation, according to the terms set forth herein and in Appendix A.
12. To provide adequate direction as to the specific Building Official functions to be performed on behalf of Bloomfield, but not to exercise supervision and control of the DBO's performance on behalf of Bloomfield. Bloomfield shall immediately inform Simsbury of any perceived performance deficiency or misconduct of the DBO in the performance of the DBO's duties within Bloomfield, and Simsbury shall take any disciplinary action it deems appropriate.
13. To provide any specialized material and identification needed solely for work in Bloomfield such as work space, inspection forms, business cards and communications equipment.
14. To record the hours worked by the DBO in the service of Bloomfield and to provide Simsbury with the record of hours on a bi-weekly basis. To the extent that the DBO uses his/her personal vehicle to provide services to Bloomfield, Bloomfield shall track the total mileage and submit a record of such mileage to Simsbury on a bi-weekly basis for reimbursement of the DBO.

**C. SIMSBURY AND BLOOMFIELD AGREE:**

The DBO shall provide services as a Building Official in Bloomfield based on an alternating week schedule, providing 14 hours of services to Bloomfield in Week One (7 hours on Wednesday and 7 hours on Thursday) and 18.5 hours of services to Bloomfield in Week Two (7 hours on Wednesday, 7 hours on Thursday, and 4.5 hours on Friday). The DBO will accordingly provide an average of approximately 16.25 hours per week, or approximately 46.4% of the DBO's regular 35 hour work week, performing services as a Building Official in Bloomfield. The DBO shall work

the balance of the 35 hour work week, or approximately 53.6%, as a Deputy Building Official for Simsbury. Simsbury and Bloomfield may modify this schedule at any time and for any length of time, provided the modification is reduced to writing and signed by the parties. Any such modification shall be reflected in the quarterly charges to Bloomfield.

Nothing in this Agreement shall prevent the DBO from combining inspections in a single trip in both towns for the most efficient use of his/her time.

Simsbury and Bloomfield shall make every effort to allocate the DBO's time off from work in a manner consistent with the 46.4% / 53.6% ratio.

The DBO is considered an exempt professional employee who is not eligible for overtime compensation. If the DBO was ever considered eligible for overtime, the DBO shall not be permitted to work more than 40 hours in a work week without the approval of the DBO's Simsbury supervisor. Bloomfield will be notified of any overtime requests. In the event that the DBO is required and permitted to work overtime and to receive premium overtime pay, this additional compensation shall be paid by the town responsible for the additional hours beyond scheduled hours.

**D. TERM**

1. The term of this Agreement shall begin in or about July, 2017 and shall expire on June 30, 2018. The parties to this Agreement shall meet no later than 2 months prior to its expiration to determine whether to modify and/or renew the Agreement. Any successor agreement must be in writing and signed by the parties.
2. In the event that DBO's appointment or employment is terminated for any reason, either town may terminate this Agreement immediately and/or seek to renegotiate its terms and conditions. Simsbury shall inform Bloomfield prior to Simsbury's appointment of a DBO. Bloomfield shall not have or exercise control over Simsbury's appointment, re-appointment, termination or non-reappointment of the DBO.
3. This Agreement may be terminated by either party as of the next fiscal year in the event of non-appropriation of funds for the position of Building Official in either Simsbury or Bloomfield at the Town Meeting and/or Referendum, or for the non-payment to Simsbury by Bloomfield.
4. Either party to this Agreement may terminate the Agreement at its convenience, and thereafter be relieved of further performance, upon 30 days' notice. Said right to terminate shall be in addition to any other legal right or remedy.
5. In the event of termination, Bloomfield shall, within 30 days following the effective date of termination, pay Simsbury any amounts due and owing pursuant to this Agreement

through and including the effective date of termination.

**G. CLAIMS AGAINST BUILDING OFFICIAL**

The parties agree that while the DBO is employed by Simsbury, he/she serves both towns. Accordingly, should any claim arise of any sort in connection with the DBO's official actions or omissions on behalf of either town, the town for which the DBO was acting or should have acted shall defend against such a claim, and shall hold the other town harmless, indemnify it and pay legal fees and costs of defense.

**H. INSURANCE**

1. Both Simsbury and Bloomfield maintain workers compensation insurance. However, for purposes of this Agreement, the DBO is deemed an employee of the Town of Simsbury. In the event of any claim for Workers' Compensation benefits by him/her, he/she shall report these claims to Simsbury, and Simsbury shall respond to these claims regardless of where and when the incident occurred. Bloomfield is responsible for the Workers Compensation premium per the 46.4%/53.6% split.
2. With regard to any other claims that may arise from or out of the DBO's acts or omissions pursuant to this Agreement, the town for which the DBO was assigned to provide services at the time of any act or omission of the DBO shall defend, indemnify and hold harmless the other, including payment of legal fees and expenses. This indemnification, defense and hold harmless obligation shall not be limited by insurance coverage and shall survive the termination or expiration of this Agreement.
3. Bloomfield and Simsbury each agree to obtain a policy of general liability insurance with a minimum limit of \$1,000,000 per occurrence/\$2,000,000 aggregate, a policy of public official's liability insurance with minimum limits of \$1,000,000 per each wrongful act/\$1,000,000 aggregate each wrongful act, auto liability insurance with a minimum limit of \$1,000,000 per occurrence, and excess liability with a minimum limit of \$10,000,000 per each occurrence. The parties agree to provide proof of coverage sufficient to give effect to this agreement, and shall name the other town as additional insured on all policies, with the exception of public official's liability.

**I. COOPERATION**

The parties agree to cooperation fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve the DBO.

**J. GENERAL PROVISIONS**

1. Building Codes. Each town shall be responsible for providing and maintaining their own Building Code publications and referenced standards in their respective town offices.
2. Amendment. This Agreement may not be modified or terminated orally, and no modification, termination or attempted waiver shall be valid, unless in writing and signed by both towns.
3. Entire Agreement. This Agreement constitutes the complete understanding of the towns with respect to the terms set forth herein and supersedes all prior communications, negotiations and agreements between the towns with respect to the subject matter hereof.
4. Non-Waiver. The performance by either party of its obligations under this Agreement shall not operate in any way as a waiver of non-compliance or breach by the other party.
5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one document.
6. Notices. Any notice required, or which may be given under this Agreement, shall be in writing and either delivered personally, sent by overnight courier or mailed by certified mail, return receipt requested, to the addressee. Such notice shall be deemed given when so delivered personally, or if sent by overnight courier, one (1) business day after the date so sent, or if mailed by certified mail, three (3) business days after the date of mailing, in each case addressed as follows:

If to Simsbury, to:

Sean Kimball  
Director of Finance  
Town of Simsbury  
933 Hopmeadow Street  
P.O. Box 495  
Simsbury, CT 06070

If to Bloomfield, to:

Philip Schenck, Jr.  
Town Manager  
Bloomfield Town Hall  
800 Bloomfield Avenue  
Bloomfield, CT 06002

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

Signed and Dated: \_\_\_\_\_

Town of Simsbury

\_\_\_\_\_  
Lisa L. Heavner  
First Selectwoman

Town of Bloomfield

\_\_\_\_\_  
Philip K. Schenck, Jr.  
Town Manager

## **APPENDIX A**

### **Service Fee**

1. The Service Fee, payable by Bloomfield to Simsbury on a quarterly basis as provided in the Agreement, shall be based on the "All in Hourly Rate" as set forth in the Deputy Building Official – Employer Costs Schedule I attached hereto. The Service Fee shall include all actual hours worked for Bloomfield during the quarter with a guaranteed minimum payment of 7 hours for each actual week (as opposed to a minimum average of 7 hours per week) included in the quarter.
2. The "All in Hourly Rate" may be adjusted during the course of the Agreement to reflect any negotiated changes to the collective bargaining agreement covering the DBO position in Simsbury. It may also be changed to reflect actual health insurance and other elections affecting the "All in Hourly Rate."
3. The Service Fee shall also include the cost of mileage reimbursement for the DBO's use of his/her personal vehicle in the provision of services to Bloomfield at the rate per mile as established by the Internal Revenue Service.

**Deputy Building Official - Employer Costs Schedule I**

**Salary**

Base Salary	\$	78,671
FICA/Medicare	\$	6,018
Unemployment Insurance	\$	-
Workers' Compensation	\$	1,833
<b>Salary Subtotal</b>	<b>\$</b>	<b>86,522</b>

Step 1 plus 2% assumption pending negotiations

CIRMA WC Premium as % of Payroll = 2.33%

**Equipment**

Tablet - device	\$	300
Phone - service	\$	500
Tablet - data service	\$	450
<b>Equipment Subtotal</b>	<b>\$</b>	<b>1,250</b>

**Insurance**

Health Insurance	\$	18,750
Dental Insurance	\$	1,295
Credit for Declining Health Insurance		
Long-Term Disability	\$	281
Life Insurance	\$	401
<b>Insurance Subtotal</b>	<b>\$</b>	<b>20,727</b>

Rate = 0.36%  
Effective rate including 2x supplemental election = 0.51%

**Post Employment Benefits**

Defined Benefit	n/a	
Defined Contribution	\$	5,507
OPEB	\$	2,600
<b>Post Employment Benefits Subtotal</b>	<b>\$</b>	<b>8,107</b>

Assuming max town DC contribution: 7%  
Total Town ARC divided by # Town employees

<b>Total</b>	<b>\$</b>	<b>116,606</b>
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Bloomfield Share		46.4%
Bloomfield Cost	\$	54,105
<b>Bloomfield Quarterly</b>	<b>\$</b>	<b>13,526</b>

Salary Only Hourly Rate:	\$	43.11
<b>All in Hourly Rate:</b>	<b>\$</b>	<b>63.89</b>

Assumed hours in year: 1825



# Town of Simsbury

933 HOPMEADOW STREET SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Appointment – Farmington Valley Health District
2. **Date of submission:** April 26, 2017
3. **Date of Board Meeting:** May 8, 2017
4. **Individual or Entity making the submission:**  
  
Thomas Cooke, Director of Administrative Services – 860-658-3230 – [tcooke@simsbury-ct.gov](mailto:tcooke@simsbury-ct.gov)
5. **Action requested of the Board of Selectmen:**  
*The Individual or Entity making the submission requests that the Board of Selectmen:*  
  
Approve the appointment of Jerome Shea, Town Engineer to the Board of Directors of the Farmington Valley Health District, pursuant to Connecticut General Statutes § 19a-241(b) for a three year term effective May 8, 2017
6. **Summary of Submission:**  
  
N/A
7. **Financial Impact (Include a description of any impact on the finances of the Town of Simsbury):**  
  
N/A
8. **Description of documents included with submission (All documents must be in final form and signed by the appropriate party.):**  
*The following documents are included with this submission and attached hereto:*  
  
N/A

### **CALL TO ORDER**

The Regular Meeting of the Board of Selectmen was called to order at 6:00 p.m. in the Main Meeting Room of the Simsbury Town Offices. Present were: First Selectwoman Lisa Heavner; Board members Sean Askham, Cheryl Cook, Michael Paine, Christopher Kelly, and Elaine Lang. Others in attendance included Thomas Cooke, Director of Administrative Services; Sean Kimball, Finance Director/Treasurer; Melissa Appleby, Deputy Director of Administrative Services; Jeff Shea, Town Engineer, and other interested parties.

### **PLEDGE OF ALLEGIANCE**

Everyone stood for the Pledge of Allegiance, which was led by members of Boy Scout Troop 76.

### **PUBLIC AUDIENCE**

Robert Kalechman, 781 Hopmeadow Street, spoke about public audience time, the budget, the Performing Arts Center, and other issues.

Marianne O’Neil, 4 Meadowbrook Road, Chairman of the Library Board of Trustees, thanked the Board for their support. She spoke about services at the Library and how they are a very busy Library.

Joan Coe, 26 Whitcomb Drive, spoke about the budget, pleasing everyone, C-Tech Solar, Simsbury Ambulance, the Town Barn on Firetown Road, the Town Manager position, and other issues.

Linda Johnson, 31 Bandtree Road, a new Library Board member, spoke about the successful Library activities, and other activities.

Susan Masino, 41 Madison Lane, spoke about activities at The Grange. They are having an electronics recycling event on Saturday, May 13<sup>th</sup> from 9-12 at Andy’s Market, a rock concert, and other activities.

Nancy Anstey, Executive Director of the Farmington Valley Visitor’s Association, a non-profit organization, thanked the Board for their support. She spoke about the 4<sup>th</sup> annual Simsbury Triathlon and other activities.

Mark Deming, 3 Ryan Circle, President of Simsbury Farms, spoke about a charitable golf event on May 26<sup>th</sup>. They are trying to raise money for different things needed at Simsbury Farms.

Gail Ryan, 20 Westledge Road, spoke about the Library budget, their 5 year strategic plan and other issues.

**PRESENTATIONS**

• **May 2017 Bike Month Proclamation**

Diana Moody thanked the Board for their support and said Simsbury is now a “Silver Community”. She said the Board of Selectmen ride will be held on May 4<sup>th</sup> at 5 p.m. leaving from Town Hall. Also, “Bike to Work Day” is May 19<sup>th</sup> beginning at Iron Horse Boulevard.

Deb Thibodeau encouraged biking for fitness and transportation. Also, remember to be safe and aware of your surroundings when biking. For more information go to [www.Simsbury.bike.com](http://www.Simsbury.bike.com). There are brochures for some of their activities also.

Ms. Thibodeau said the 3<sup>rd</sup> Annual Simsbury Bike Challenge is being held from May 1<sup>st</sup> to September 30<sup>th</sup>.

Ms. Cook read the following:

**PROCLAMATION  
MAY 2017  
IS BIKE MONTH IN SIMSBURY, CT**

Whereas, for more than a century the bicycle has been an utilitarian, economical, environmentally sound and effective means of personal transportation, recreation and fitness; and

Whereas, the Town of Simsbury, Connecticut encourages the use of bicycles as a means of transportation; and

Whereas, the Town of Simsbury, Connecticut recognizes bicyclists as legitimate roadway users and therefore are entitled to legal and responsible use of all public roadway facilities in Simsbury; and

Whereas, the Town of Simsbury, Connecticut encourages the increased use of the bicycle, benefiting all citizens of Simsbury improving air quality, reducing traffic congestion and noise, decreasing the use of and dependence upon finite energy sources, and fostering exercise; and

Whereas, the Town of Simsbury, Connecticut recognizing the use of bicycles as a viable mode of transportation, endeavors to promote safe and responsible bicycling and is committed to incorporating the development of bicycle facilities in the vision for a vibrant downtown Simsbury; and

Whereas, the League of American Bicyclists has established May as National Bicycle Month, and the First Selectman establishes May as Bicycle Month in Simsbury, Connecticut’s first town to be designated as a Silver Bicycle Friendly Community; and

Whereas, the Simsbury Bicycle Advisory Committee and the First Selectman encourage all citizens to ride their bicycles to work, to the store, to the park, around their neighborhoods and with friends and family to promote the personal and societal benefits achieved from bicycling.

Now, therefore, I, Lisa Heavner, First Selectwoman of Simsbury Connecticut, do hereby proclaim May 2017 to be Bike Month in Simsbury, Connecticut.

Lisa Heavner, First Selectwoman, Town of Simsbury, Connecticut.

### **FIRST SELECTWOMAN’S REPORT**

The First Selectwoman reviewed her report, which was part of the agenda packet.

Ms. Cook said on May 10<sup>th</sup> at 6 p.m. the World Famous Harlem Rockets will be taking on Simsbury High School students, teachers, administrators, etc. There will be information and resources on drug and alcohol help. There is a suggested donation of \$2 per person or a non-perishable food item. For more information, go the Community for Care website or call Social Services.

### **SELECTMEN ACTION**

#### **a) Approve Tax Refunds**

Mr. Askham made a motion to approve tax refunds in the amount of \$3,893.58 as requested and approved by the Tax Collector. Ms. Cook seconded the motion. All were in favor and the motion passed.

#### **b) Approve Eagle Scout Project for Duck Shelter at Community Farm of Simsbury**

Andrew Bessette from Boy Scout Troop 175 said his Eagle Scout project was to build a Duck Shelter for the ducks and ducklings at Community Farm of Simsbury. He showed the Board the building and asked that they waive all building and permit fees.

He will be collecting bottles for returns, holding a car wash and asking for donations for this project.

Mr. Askham made a motion to accept the gift of a permanent Duck Shelter on the property of Community Farm of Simsbury and to waive all building and permit fees. Ms. Lang seconded the motion. All were in favor and the motion passed.

**c) Accept Donation from the Simsbury Veterans Memorial Inc.**

Mr. Shea said it is necessary to provide better access, especially for the handicapped, to the Veteran’s Memorial. There will be a connection from the walk to the parking lot and additional donor pavers.

Ms. Lang made a motion to accept the donation of \$26,495 from the Simsbury Veterans Memorial, Inc. for the construction of additional improvements for the Simsbury Veterans Memorial project with our thanks. Mr. Paine seconded the motion. All were in favor and the motion passed.

**d) Approve FY 2018 Town Wide Budget Mailer Format**

Ms. Heavner said this is the same budget mailer format as in previous years. Once the figures are updated for FY18 it would need to be reviewed by Town Counsel.

Ms. Cook made a motion to approve the FY2018 Town Wide Budget Mailer format subject to Town Counsel review and approval. Mr. Askham seconded the motion. All were in favor and the motion passed.

**OTHER BUSINESS**

**a) Update and Discussion on FY18 Budget**

Ms. Heavner said the Board of Finance requested that the Board of Selectmen prepare recommended reductions to their budget by \$200,000. Ms. Heavner went through some of her recommended options. She discussed doing the Senior Center in phases.

The Board discussed several options to reduce the budget by \$200,000. Ms. Heavner said there will be another Public Hearing on May 16<sup>th</sup> at 5:45p.m. All ideas will be looked into and discussed so the right thing can be done.

**APPOINTMENTS AND RESIGNATIONS**

**a) Acknowledge the resignation of Roger Spear (R) as a regular member of the Hometown Hero Committee effective April 11, 2017**

Ms. Lang made a motion to acknowledge the resignation of Roger Spear as a regular member of the Hometown Hero Committee effective April 11, 2017 with our thanks. Mr. Paine seconded the motion. All were in favor and the motion passed.

**b) Appoint Emil Dahlquist (D) as a regular member of the Hometown Hero Committee with an expiration date of December 4, 2017**

Mr. Askham made a motion to appoint Emil Dahlquist as a regular member of the Hometown Hero Committee with an expiration date of December 4, 2017. Ms. Lang seconded the motion. All were in favor and the motion passed.

**c) Re-appoint Susan Beardsley, Public Schools Director of Health Services to the Board of Directors of the Farmington Valley Health District for a three year term effective April 24, 2017**

Ms. Cook made a motion to re-appoint Susan Beardsley, Public Schools Director of Health Services to the Board of Directors of the Farmington Valley Health District for a three year term effective April 24, 2017. Mr. Paine seconded the motion. All were in favor and the motion passed.

**d) Appoint Melissa Appleby, Deputy Director of Administrative Services to the Board of Directors of the Farmington Valley Health District for a three year term effective April 24, 2017**

Ms. Lang made a motion to appoint Melissa Appleby, Deputy Director of Administrative Services to the Board of Directors of the Farmington Valley Health District for a three year term effective April 24, 2017. Mr. Paine seconded the motion. All were in favor and the motion passed.

**e) Appoint Ferg Jansen as a Director of the Greater Hartford Transit District with an expiration date of January 31, 2021 per the request of the Executive Director of the Greater Hartford Transit District**

Mr. Askham made a motion to appoint Ferg Jansen as a Director of the Greater Hartford Transit District with an expiration date of January 31, 2021 per the request of the Executive Director of the Greater Hartford Transit District. Mr. Paine seconded the motion. All were in favor and the motion passed.

Mr. Paine made a motion to amend the agenda to appoint Ron Zappile to the Simsbury Housing Authority Board. Mr. Askham seconded the motion. All were in favor and the motion passed.

Mr. Paine made a motion to appoint Ron Zappile to the Simsbury Housing Authority Board effective April 24, 2017 with an expiration date of April 1, 2022. Ms. Cook seconded the motion. All were in favor and the motion passed.

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**REVIEW OF MINUTES**

**a) Regular Meeting of April 12, 2017**

There were no changes made to the minutes of April 12, 2017 and therefore, the minutes were adopted.

**SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS**

1. **Personnel** – Mr. Kelly gave the Board an edited copy of the Town Manager job description for review. Ms. Appleby also made a formatting adjustment. There will be a meeting of the Executive Search Committee after this meeting. If anyone has additional changes, please contact Melissa Appleby.
2. **Finance** – no report at this time.
3. **Welfare** – no report at this time.
4. **Public Safety** – no report at this time.
5. **Board of Education** – no report at this time.

**ADJOURN**

Mr. Askham made a motion to adjourn at 7:22 p.m. Ms. Lang seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio  
Clerk