



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Lisa L. Heavner - First Selectman

Watch Board of Selectmen meetings LIVE and rebroadcast on Comcast Channel 96, rebroadcast on AT&T U-verse Channel 99 and on-demand on www.simsburytv.org

AMENDED

SIMSBURY BOARD OF SELECTMEN

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

Regular Meeting – May 11, 2015 – 7:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

PRESENTATIONS

- Memorial Day Parade Wounded Warrior Bake Sale
- Sarah Stops Hunger Event

FIRST SELECTMAN'S REPORT

SELECTMEN ACTION

- a) Approve Tax Refunds
- b) Possible Action on Heart and Hypertension Claim
- c) Approve the request of Bruce Kaplan for Eno parking permission effective June 1, 2015 to December 1, 2015
- d) Approve the request of the Aging and Disability Commission to designate the month of June, 2015 as Handicapped Parking Awareness Month
- e) Approval of International Skating Center of Connecticut (ISCC) Refinance
- f) Veterans Memorial STEAP Grant
 - 1) Acceptance of \$150,00 STEAP Grant
 - 2) Approve Resolution authorizing the First Selectman to enter into Agreement with the State of Connecticut

Telephone (860) 658-3230
Facsimile (860) 658-9467

LHeavner@simsbury-ct.gov
www.simsbury-ct.gov
An Equal Opportunity Employer

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

- g) Design Services Funding for Senior/Community Center Project
 - 1) Acceptance of \$204,000 State Grant
 - 2) Approve Resolution authorizing the First Selectman to enter into Agreement with the State of Connecticut
- h) Approval of Town Forest Road Land Transfer
- i) Acceptance of Donation in the amount of \$7,500 from Peter Prowda for Improvements at the Simsbury Farms Golf Course
- j) Acceptance of Donation in the amount of \$3,477 from Simsbury Farms Men's Golf Club for the purchase of a Brush Unit
- k) Approve Public Gathering Application Events
- l) Approve Proposed Advertising and Sponsorship Plan for Culture, Parks & Recreation
- m) Approval of Simsbury Main Street Partnership Proposal for New Marketing Materials
- n) Approval for a High Tunnel at Community Farm

OTHER BUSINESS

- a) Update on Senior Community Center Project
- b) Revised Business Development Incentive Policy

APPOINTMENTS AND RESIGNATIONS

- a) Accept the Resignation of Madeleine P. Gilkey (R) as a regular member of the Insurance Committee effective April 22, 2015

ACCEPTANCE OF MINUTES

- a) Regular Meeting of April 27, 2015

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

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

ADJOURN



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:** 05-05-2015
3. **Date of Board Meeting:** 05-11-2015
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 \$971.25

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
List 2011					\$0.00
Total 2011		\$0.00	\$0.00	\$0.00	\$0.00
List 2012					\$0.00
					\$0.00
Total 2012		\$0.00	\$0.00	\$0.00	\$0.00
List 2013					
Cramer, Joleen	13-03-80635	\$11.18			\$11.18
Nissan Infiniti LT	13-03-63406	\$274.46	\$8.80		\$283.26
Rhodes, John F IV	13-03-65392	\$63.14	\$2.03		\$65.17
VW Credit Leasing LTD	13-03-69403	\$622.47	\$19.94		\$642.41
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Total 2013		\$971.25	\$30.77	\$0.00	\$1,002.02
TOTAL 2011		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL 2012		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL 2013		\$971.25	\$30.77	\$0.00	\$1,002.02
					\$1,002.02
TOTAL ALL YEARS		\$971.25	\$30.77	\$0.00	\$1,002.02



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Eno Parking
2. **Date of submission:** May 6, 2015
3. **Date of Board Meeting:** May 11, 2015
4. **Individual or Entity making the submission:**

Bruce Kaplan, Fiddlers, LLC
5. **Action requested of the Board of Selectmen:**
The Individual or Entity making the submission requests that the Board of Selectmen:

Approve request for permission to use Eno parking for all Iron Horse Boulevard events and all concerts from June 1, 2015 to December 1, 2015
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):
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:

Letter of request from Bruce Kaplan

Fiddlers, LLC
750 Hopmeadow Street
Simsbury, CT 06070

To: Lisa Heavner, First Selectman

Date: May 6, 2015

As a follow-up to last year's request which was granted by the board for which we are thankful, Fiddlers Green requests permission to use Eno parking for all Iron Horse Boulevard events and all concerts from June 1, 2015 to December 1, 2015. We of course would not use the parking lot at any time when there is an event at Eno Hall.

Thank you,

A handwritten signature in cursive script that reads "Bruce M Kaplan".

Bruce M Kaplan



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING **AGENDA SUBMISSION FORM**

1. **Title of Submission:**

Handicapped Parking Awareness Month

2. **Date of Submission:**

28 April 2015

3. **Date of Board Meeting:**

11 May 2015

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):

Town of Simsbury
Aging and Disability Commission

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:

The Town of Simsbury Aging and Disability Commission is requesting that the Board of Selectmen recognize the month of June 2015 as Handicapped Parking Awareness Month.

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 Town of Simsbury Aging and Disability Commission, as part of its Action Plan, seeks to educate the Simsbury community as to the legalities of handicapped parking. The Commission will send out press releases to various media outlets and distribute posters as a methodology of education the community as well as additional initiatives.

The awareness program began in 2012 when the Board of Selectmen designated June as Handicapped Parking Awareness Month and the Commission would like to see this continue on an on-going basis. The Commission will also request that the Simsbury Police Department pay special attention to public and town owned parking areas to ensure appropriate enforcement of current laws related to handicapped parking.

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

None.

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:

Handicapped Parking Awareness Month poster.

HANDICAPPED PARKING AWARENESS



Park in between the lines

“Just one minute is 60 seconds too long”



Town of Simsbury



Aging and Disability Commission



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING **AGENDA SUBMISSION FORM**

1. **Title of Submission:** Acceptance of 2015 STEAP Grant Simsbury Veterans Memorial.
2. **Date of Submission:** May 5, 2015
3. **Date of Board Meeting:** May 11, 2015
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
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:

1. Authorize acceptance of \$150,000 STEAP grant for funding to construct the Simsbury Veterans Memorial.
2. Approve Resolution authorizing First Selectman to enter into Grant Agreement with the State of Connecticut.

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.):

- i. A resolution authorizing the First Selectmen to execute this grant agreement has been provided as part of the agenda item. The Simsbury Veterans Memorial Committee 2014 is anxious to initiate construction of the Veterans Memorial Project as soon as possible.
- ii. STEAP grant funding from the State of Connecticut, Town of Simsbury (grant recipient), and the Simsbury Veterans Memorial Committee 2014.
- iii. There is no financial commitment from the Town of Simsbury to provide funding for the project. Additional funds for the Veterans Memorial Project have been raised through private donations by the Simsbury Veterans Memorial Committee 2014
- iv. The Agreement has been reviewed and approved by Town Counsel.

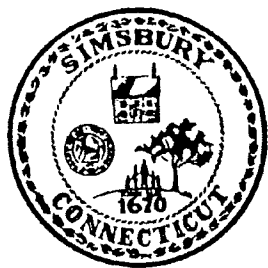
7. Financial Impact (Include a description of any impact on the finances of the Town of Simsbury):

There is no financial impact directly attributed to the expenditure of these grants with the exception of operational costs associated with lighting of the memorial.

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:

1. Required Resolution for Authorization to execute Agreement STEAP Grant Funding.
2. STEAP Grant funding agreement.



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

RESOLUTION OF LEGISLATIVE BODY

I, **Carolyn D. Keily** do hereby certify that I am the Town Clerk of the **TOWN OF SIMSBURY**, a municipal corporation organized and existing under the laws of the State of Connecticut having its principal place of business at **933 Hopmeadow Street, Simsbury, Connecticut**, that I am the keeper of the corporate records and seal, that the following is a true and correct copy of resolutions duly adopted and ratified by the Town of **Simsbury Board Of Selectmen**, on **May 11, 2015** in accordance with the constituent charter of the **TOWN OF SIMSBURY**; and that the same has not in any way been modified, repealed or rescinded, but is in full force and effect.

RESOLVED, that **LISA L. HEAVNER, FIRST SELECTMAN**, of the **TOWN OF SIMSBURY** be and hereby is authorized to execute on behalf of the **TOWN OF SIMSBURY** a Grant Agreement with the State of Connecticut for financial assistance to **complete improvements to the Veteran's Memorial STEAP 2015-01**.

IN ADDITION, that **LISA L. HEAVNER**, is hereby authorized to enter into such agreements, contract and execute all documents necessary to said grant with the State of Connecticut.

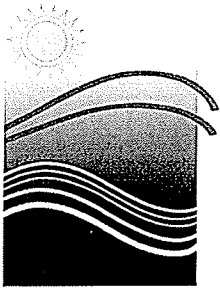
BE IT FURTHER CERTIFIED that **LISA L. HEAVNER** was **appointed FIRST SELECTMAN** and her term of office began on **January 3, 2015** and will continue until **DECEMBER 7, 2015**. As the **FIRST SELECTMAN, LISA L. HEAVNER** serves as the Chief Executive Officer for the **TOWN OF SIMSBURY** and on May 11, 2015, **LISA L. HEAVNER** had both the authority and the office to sign on behalf of the **TOWN OF SIMSBURY** a Grant Agreement for financial assistance to **complete improvements to the Veteran's Memorial**.

Dated at **Simsbury**, Connecticut this ____ day of **May 2015**.

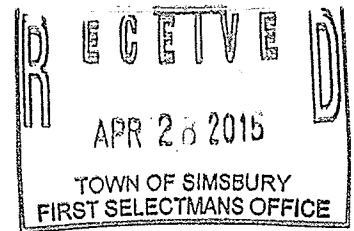
Carolyn D. Keily
Town Clerk
Town of Simsbury, Connecticut

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

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



Connecticut Department of
**ENERGY &
ENVIRONMENTAL
PROTECTION**



April 24, 2015

The Honorable Lisa L. Heavner
Town of Simsbury
Town Hall
933 Hopmeadow Street
Simsbury, Connecticut 06070

RE: Veteran's Memorial STEAP 2015-01

Dear Ms. Heavner,

At a meeting of the Connecticut Bond Commission, the above referenced project received approval under the Small Town Economic Assistance Program (STEAP) authority. The amount of this grant is \$150,000.00. In order for the Town of Simsbury to access the grant funds awarded, the enclosed Personal Services Agreement needs to be executed.

Please follow and include all requested documentation as described below.

- ✓ The Chief Executive Officer (CEO) must **sign and date** two copies of the Personal Services Agreement.
- ✓ A municipal resolution (one for each), with the municipal seal, authorizing the CEO to enter into the agreement needs to be attached to each agreement. The Town/City Clerk must certify this resolution, it must have, **clerks' signature, current date and municipal seal**. The format enclosed incorporates an Incumbency paragraph, which is required.
- ✓ The enclosed Contract Compliance Assurance forms must be completed. The Town/City, as contractor, must fill out or be on the Contract Compliance Vendor's list in order to for the State of Connecticut to process the agreement and reimbursement.

Please return all required documents to: Dave Stygar; Department of Energy and Environmental Protection; Office of the Commissioner, Constituent Affairs/Land Management; 79 Elm Street; Hartford, CT 06106-5127

We will make payment of the funds for this project upon approval of the enclosed agreement and submittal of appropriate billing documentation. Upon approval, a copy of the agreement will be forwarded to the Town for filing along with a reimbursement package. The reimbursement package will explain the procedures for billing/reimbursement.

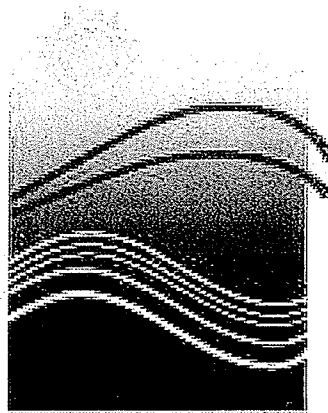
We will reimburse the Town through an Automated Clearing House (ACH) account that should have been established with the Connecticut Office of the State Comptrollers (OSC). If not, accompanying this Agreement is a form that will assist you in setting up an Electronic Fund Transfer ACH(EFT) account. Should you have any questions please feel free to visit the OSC website osc.apdvf@ct.gov or call 860.702.3409.

Should you have any questions, please feel free to contact me at (860) 424-3081.

Sincerely,

David D. Stygar
Senior Environmental Analyst

DDS:dds
Enclosures



Connecticut Department of

ENERGY &

ENVIRONMENTAL

PROTECTION

CONTRACT

COMPLIANCE

ASSURANCE

SAMPLE (Please use your official letterhead)

AFFIRMATIVE ACTION

POLICY STATEMENT

It has been the policy and will continue to be the strong commitment of the _____ and all contractors and subcontractors who do business with this _____ to provide equal opportunities in employment to all qualified persons solely on the basis of job-related skills, ability and merit. The _____ will continue to take Affirmative Action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, mental disorder (present or past history thereof), age, physical disability (but not limited to blindness), marital status, mental retardation, and criminal record. Such action includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. The _____, its contractors and subcontractors will continue to make good faith efforts to comply with all federal and state laws and policies which speak to equal employment opportunity.

The principles of Affirmative Action are addressed in the 13th, 14th, and 15th Amendments of the United States Constitution, Civil Rights Act of 1866, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Order 11246, amended by 11375, (Nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58(a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of Blind (46a-51(1)), definition of Physically Disabled (46a-51(15)), definition of Mentally Retarded (46a-51(13)), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60(a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title I of the State and Local Fiscal Assistance Act of 1972.

This Affirmative Action Policy Statement re-affirms my personal commitment to the principles of Equal Employment Opportunity.

DATE

SIGNATURE

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/17/07)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa. .</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
---	---

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes ___ No ___
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ___ No ___	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes ___ No ___
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ___ No ___	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ___ No ___
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes ___ No ___	9. Does your company have a mandatory retirement age for all employees? Yes ___ No ___
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ___ No ___ NA ___
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ___ No ___ NA ___
6. Does your company have a collective bargaining agreement with workers? Yes ___ No ___ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___ No ___ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes ___ No ___	12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___ If yes, give name and phone number. _____

Part III - Bidder Subcontracting Practices

(Page 4)

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes__ No__

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
-------------	---------	---------------	-------------

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

Commission Expiration Date



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — Representation
By Entity
For Contracts Valued at Less Than \$50,000

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

INSTRUCTIONS:

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

REPRESENTATION OF AN ENTITY:

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

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

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

_____ and that _____
Name of Entity Name of Entity

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

Authorized Signatory

Date

Printed Name.

STATE OF CONNECTICUT - AGENCY VENDOR FORM

IMPORTANT: ALL parts of this form must be completed, signed and returned by the vendor.

READ & COMPLETE CAREFULLY

SP-26NB-IPDF Rev. 4/10

COMPLETE VENDOR LEGAL BUSINESS NAME		Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN	
WRITE/TYPE SSN/FEIN NUMBER ABOVE			
BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)			
BUSINESS ENTITY: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC CORPORATION <input type="checkbox"/> LLC PARTNERSHIP <input type="checkbox"/> LLC SINGLE MEMBER ENTITY <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR <input type="checkbox"/> GOVERNMENT			
NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.			
BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT) E. OTHER (DESCRIBE IN DETAIL)			
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
NOTE: IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.			
NOTE: IF YOUR BUSINESS IS A CORPORATION, IN WHICH STATE ARE YOU INCORPORATED?			
VENDOR ADDRESS		STREET	CITY STATE ZIP CODE
Add Additional Business Address & Contact information on back of this form.			
VENDOR E-MAIL ADDRESS		VENDOR WEB SITE	
REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS. <input type="checkbox"/> SAME AS VENDOR ADDRESS ABOVE.			
REMIT ADDRESS		STREET	CITY STATE ZIP CODE
CONTACT INFORMATION: NAME (TYPE OR PRINT)			
1 ST BUSINESS PHONE:		Ext. #	HOME PHONE:
2 ND BUSINESS PHONE:		Ext. #	1 ST PAGER:
CELLULAR:		2 ND PAGER:	
1 ST FAX NUMBER:		TOLL FREE PHONE:	
2 ND FAX NUMBER:		TELEX:	
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR			DATE EXECUTED
TYPE OR PRINT NAME OF AUTHORIZED PERSON			TITLE OF AUTHORIZED PERSON
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH COPY OF CERTIFICATE) <input type="checkbox"/> NO			
IS YOUR BUSINESS CURRENTLY A CT DOT CERTIFIED DISADVANTAGED BUSINESS ENTERPRISE (DBE)? <input type="checkbox"/> YES <input type="checkbox"/> NO			
IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS			
PURCHASE ORDER DISTRIBUTION: (E-MAIL ADDRESS)			
NOTE: THE E-MAIL ADDRESS INDICATED IMMEDIATELY ABOVE WILL BE USED TO FORWARD PURCHASE ORDERS TO YOUR BUSINESS.			

ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION ON SEPARATE SHEET IF REQUIRED

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

SUGGESTED FORMAT (ON LETTER HEAD)

MUNICIPAL LETTERHEAD

RESOLUTION OF MUNICIPAL LEGISLATIVE BODY

I, NAME, do hereby certify that I am the CLERK of the MUNICIPALITIES' NAME, a municipal corporation organized and existing under the laws of the State of Connecticut having its principal place of business at ADDRESS, that I am the keeper of the corporate records and seal. That the following is a true and correct copy of resolutions duly adopted and ratified by the NAME OF MUNICIPAL LEGISLATIVE BODY, on DATE in accordance with the constituent charter of the MUNICIPALITIES' NAME; and that the same has not in any way been modified, repealed or rescinded, but is in full force and effect.

RESOLVED, that NAME, (CEO) of MUNICIPALITY be and hereby is authorized to execute on behalf of this municipal corporation an (GRANT AGREEMENT or PERSONAL SERVICES AGREEMENT) with the State of Connecticut for financial assistance to (PROJECT SCOPE AS WRITTEN (example "complete improvement to Veterans Park"))(CSAP 2010-##, STEAP 2010-##, CUAP 2010-##....).

IN ADDITION, that NAME, (CEO) is hereby authorized to enter into such agreements, contracts and execute all documents necessary to said grant with the State of Connecticut.

IT IS FURTHER CERTIFIED that NAME (CEO) was ELECTED OR APPOINTED, TITLE. His/Her term of office began on DATE and will continue until DATE. As the TITLE, NAME serves as the Chief Executive Officer for MUNICIPALITIES' NAME and on (DATE CEO SIGNED THE AGREEMENT) had both the authority and the office to sign on behalf of the (MUNICIPALITY NAME) a (GRANT AGREEMENT or PERSONAL SERVICES AGREEMENT) for financial assistance to (PROJECT SCOPE AS WRITTEN (example "complete improvement to Veterans Park")).

Dated at CITY\TOWN, Connecticut this DATE (to be certified after CEO signature date) day of MONTH, 2013.

SEAL

CLERKS' NAME

TOWN OF SIMSBURY STEAP 2015-01

CHECK ONE

☒ GRANT☐ PERSONAL SERVICES AGREEMENT

1. THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

(1) CONTRACT

☒ ORIGINAL☐ AMENDMENT(2) IDENTIFICATION NO.
P.S.

P.O.

CONTRACTOR	(3) CONTRACTOR NAME TOWN OF SIMSBURY			(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
	CONTRACTOR ADDRESS TOWN HALL, 933 HOPMEADOW STREET, SIMSBURY, CT 06070			CONTRACTOR FEIN/SSN 06-6002085	
STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION (DEEP) CENTRAL SERVICES, CONSTITUENT AFFAIRS/LAND MANAGEMENT, 79 ELM ST., HARTFORD, CT 06106				(6) AGENCY # DEP43153
CONTRACT PERIOD	(7) DATE (FROM) Execution	THROUGH (TO) Execution + 5 YEARS	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER		
COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) The Contractor agrees to do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of the Department of Energy and Environmental Protection, all work as described in Appendix A, which is attached hereto and made a part hereof. Appendix A consists of 2 pages, numbered A1-A2. Additional terms and conditions governing this Contract are contained on Pages Two through Four.				
COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. The Commissioner will make payment of any and all funds from this grant-in-aid on a reimbursement basis subject to approval of requests for payment, in his sole discretion. The Municipality is responsible to supply appropriate documentation to the Agency of cost relating to the project, in a manner more particularly described in Appendix B. The maximum amount to be reimbursed to the Municipality under this Contract is \$ 150,000.00.				

(11) COMMITTED AMOUNT

\$ 150,000.00

(12) AMOUNT	(13) DEPT.	(14) FUND	(15) SID.	(16) PROGRAM	(17) PROJECT	(18) ACTIVITY	(19) BUD REF	(20) AGENCY CF1	(21) AGENCY CF2	(22) ACCOUNT
\$150,000.00	DEP43153	12052	40531	64004	DEPA00028200901	155005	2015			55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code section 3121(d)(2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY CGS Sec. 22a-6(a)(2) as amended; CGS Sec. 4-8 as amended; CGS Sec. 7-148(c) as amended; CGS Sec. 4-66g	
(24) CONTRACTOR (OWNER OR AUTH. SIGNATURE)	TITLE Lisa L. Heavner, First Selectman	DATE
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE Robert J. Klee, Commissioner	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE

DISTRIBUTION: CONTRACTOR AGENCY

FUNDS AVAILABLE _____ DATE _____

STANDARD TERMS AND CONDITIONS

(Rev. 6-12-13)

1. **Executive Orders.** The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
2. **Indemnification.**
 - (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.
 - (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
 - (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
 - (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
 - (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
 - (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
3. **State Liability.** The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
4. **Definitions:**
 - a. **State.** The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
 - b. **Commissioner.** The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
 - c. **Parties.** The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
 - d. **Contractor Parties.** Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
 - e. **Contract.** This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
 - f. **Execution.** This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars (\$3,000.00), by the authorized representative of the state Attorney General's office.
 - g. **Exhibits.** All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
 - h. **Records.** For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - i. **Confidential Information.** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - j. **Confidential Information Breach.** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
5. **Distribution of Materials.** The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
6. **Change in Principal Project Staff.** Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
7. **Further Assurances.** The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
8. **Recording and Documentation of Receipts and Expenditures.** Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

9. **Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto; provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
10. **Third Party Participation.** The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
11. **Procurement of Materials and Supplies.** The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
12. **State Audit (for grants only).** The Contractor receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Contractor receiving state funds must comply with the Connecticut General Statutes §§ 7-396a and the State Single Audit Act, §§ 4-230 through 4-236 inclusive, and regulations promulgated thereunder. The Contractor agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. For purposes of this paragraph, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. Such records will be made available to the state and/or federal auditors upon request.
13. **Audit and Inspection of Plants, Places of Business and Records.**
 - (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
 - (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
 - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - (d) All audits and inspections shall be at the State's expense.
 - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
14. **Americans With Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
15. **Affirmative Action and Sexual Harassment Policy.** The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
16. **Campaign Contributions.** For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached *Notice to Executive Branch State Contractors of Campaign Contribution and Solicitation Limitations*.
17. **Sovereign Immunity.** The Parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section of this Contract, this section shall govern.
18. **Termination.**
 - (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT.
 - (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no Party shall have any further rights or obligations to any other Party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
19. **Breach.** If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
20. **Severability.** If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
21. **Contractor Guarantee.** The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
22. **Forum and Choice of Law.** The Parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
23. **Force Majeure.** The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
24. **Confidential Information of the Contractor.** The Agency will afford due regard to a written request from the Contractor for the protection of the Contractor's proprietary and/or confidential information and the Agency will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with a bid and/or this Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, the Contractor shall delineate with specificity which materials provided by the Contractor to the Agency, and in Agency's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or Record that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Additionally, the Contractor shall provide the Agency with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, the Contractor shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon the Agency or the State any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by the Contractor that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the Agency or the State any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
25. **Protection of State Confidential Information.**
- Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - 2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - 3) A process for reviewing policies and security measures at least annually;
 - 4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
 - The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
 - The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
 - Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
26. **Entirety of Contract.** The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
27. **Interpretation.** The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

APPENDIX A

SCOPE OF WORK

Project: The Town of Simsbury will construct a memorial to Veterans from Simsbury.

Purpose: The project referenced above (hereinafter the "Project") shall be undertaken by the Town of Simsbury (the "Municipality" or "Contractor") to construct a memorial to Veterans who lived in the Town of Simsbury. The Memorial will be located at 725 Hopmeadow Street in Simsbury.

Description: Following the Execution of this Contract, the Contractor shall complete this Project as outlined in this Scope of Work. The responsibilities of the Municipality shall include:

- ❖ The construction of the Veterans' Memorial will consist of two principal elements. They are:
 - The purchase/placement of four (4) ten (10) foot granite columns in a semi-circular pattern. The columns are represent the four pillars of democracy and will be embellished as such. Listed on two of the columns will be the names of Simsbury residents who died during wartime service.
 - The development of a plaza that will access the above columns. This plaza will consist of a walkway, a circular plaza of brick pavers, and six granite benches. This area of brick pavers will honor the service of any U.S. Veteran.
- ❖ Landscaping of the disturbed area. Funds may **not** be used to purchase any plant/vegetation that is on the State of Connecticut invasive plant list.
- ❖ Associated work for this project shall include required surveying, design, engineering, architectural and landscape services.

1. **Design.** The Contractor agrees that the location, design materials and work schedule related to this Project shall be completed with the full knowledge and approval of the local property-managing department and the facility manager, that the design, installation and construction shall comply with all State of Connecticut building codes, the intent of the Americans with Disabilities Act (handicapped accessibility) and be of a nature that will minimize maintenance and ensure public safety.
2. **Permits.** The Contractor is responsible for developing and obtaining all applicable permits prior to construction. Such permits may include but not be limited to Flood Management Certification CGS 25-68(b)-(h), Stream Channel Encroachment, Inland Wetlands & Watercourses CGS 22a-36, Water Diversion, Dam Safety, Stormwater Construction Discharge Permit, Coastal Consistency Certification, Tidal Structure & Dredging, Army Corp of Engineers 401 and 404. The Execution of this Contract in no way constitutes the approval by the Agency or any other State Departments of any permit needed by the Contractor to complete the Project as outlined above. The Execution of this Contract affords the Contractor no preferential treatment when seeking approval of any such permits.
3. **Ownership.** The Contractor represents that said Contractor is or will become the grantee before the expiration of this Contract of land acquired under this agreement in fee simple, permanent easement or right-of-way or be the record owner of the land and building upon which the Project described above is located. Ownership shall be in the form of fee simple, free from any lien or claim that would prevent such land from being retained and utilized for the use or uses outlined above. Being the recorded owner, the Contractor agrees to maintain the Project area after development/improvement properly and efficiently and to provide assurance of such operation and maintenance as may be required by the Commissioner for a period not to exceed the life expectancy, ten years, or till total destruction or degradation by an act of nature whichever comes first.
4. **Acknowledgment.** The Contractor shall provide credit to a grant from the State of Connecticut administered through the Department of Energy and Environmental Protection for its contribution to the Project by erecting a sign stating such fact. The Contractor shall erect a permanent plaque or sign acknowledging that said Project is a public recreational facility and that said Project received a grant from the State of Connecticut administered through the Department of Energy and Environmental Protection.
5. **Accessibility to the Public.** Said Project is a public area and as such, it shall be open to the public. The public, for purposes of this Contract shall be defined as any resident of any municipality, state, country or nation.
6. **Fees.** Should a parking/patron fee be levied on patrons to use this facility, the Contractor agrees not to charge a fee to nonresidents of the Municipality an amount that exceeds twice that charged to residents of the Municipality. Where there is no charge to residents but a fee is charged to nonresidents, nonresident fees cannot exceed those charged at comparable State or local facilities. Reservation, membership or annual permit systems available to residents must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents.

7. **Submission of Materials.** For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Department of Energy and Environmental Protection
Constituent Affairs/Land Management
79 Elm Street
Hartford, CT 06106-5127

8. **Amendments.** Formal written amendment of the Contract is required to revise the terms and conditions of this Contract, including but not limited to:

- a. the maximum Contract payment,
- b. the total unit cost of service,
- c. the Contract's Scope of Work,
- d. due dates for reports,
- e. completion of objectives or services, and
- f. any other Contract revisions determined material by DEEP.

Any proposed changes to the Contract must be requested in writing by the Contractor to the Commissioner and approved at the Commissioner's sole discretion. If it is anticipated that the Project cannot be completed as scheduled, a no-cost extension must be requested in writing by the Contractor no later than 60 days prior to the expiration date of the Contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and Project completion date.

9. **Final Report.** The Contractor agrees to submit a final report to the Commissioner within 30 days after the expiration date of this Contract. Said report shall include, but not be limited to, photos of the Project area, copies of applicable permits or certificates, certification that all elements of the Project scope as defined have been completed.
10. **Subcontracting Award Procedures.** The Contractor agrees that when awarding service contracts for an amount less than \$10,000, it shall follow established municipal contract awarding procedures. The Contractor also agrees that competitive open bidding is required when awarding contracts in excess of \$10,000. The award shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the Municipality, price and other relevant factors considered. The Contractor must provide prior written justification to the Commissioner prior to the acceptance of a no-bid contract or the award of a contract to other than the lowest bidder and such contract awards are subject to the approval of the Commissioner.
11. **Safety and Accident Prevention.** Contractor and all Contracting Parties must comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Contractor is responsible for assuring that all safeguards, safety devices, and protective equipment are provided. The Contractor will take all other reasonable actions necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of work on the Project.

APPENDIX B

SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is One Hundred Fifty Thousand (\$150,000.00) dollars.

Payments by the Commissioner to the Contractor shall allow for use of grant funds to meet allowable financial obligations incurred in conjunction with this Project. Funds shall be disbursed on a reimbursement basis, contingent upon receipt by DEEP of detailed invoices with any required supportive documentation. All payments to the Contractor are subject to review and approval by the Commissioner, at his sole discretion.

If no reimbursement request is submitted within a six-month period, the Contractor is required to submit a project status report. Said reports shall be required every six months during the time the Contract is in effect. Such status reports shall include a brief description indicating the work completed to date and the anticipated Project completion date if different from the current contractual expiration date.

The total sum of all payments shall not exceed the maximum contract amount noted above. Should the total Project costs be less than the amount of payments made, any remaining funds must be refunded by the Contractor to the Department of Energy and Environmental Protection within 120 days of the Contract expiration date.



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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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



DEFINITIONS

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

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

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

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

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

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

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

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

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

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



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING **AGENDA SUBMISSION FORM**

1. **Title of Submission:**

Acceptance of Neighborhood Facilities (Bond Fund) Funding for Design Services for the Senior/Community Center
2. **Date of Submission:**

May 5, 2015
3. **Date of Board Meeting:**

May 11, 2015
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
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:

1. Authorize acceptance of \$204,000 State grant for funding of design services required for the Senior/Community Center Project.
 2. Approve Resolution authorizing First Selectman to execute Grant Agreement with the State of Connecticut.

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.):

- i. Funding to be expended by December 31, 2016.
- ii. State of Connecticut Department of Social Services, Town of Simsbury.
- iii. There is no local funding required as part of the Grant Agreement.
- iv. Agreement has been reviewed and approved by Town Counsel.

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

There is minimal financial impact as a result of this project.

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:

- 1. Suggested Resolution for Approval.
- 2. Grant Agreement.
- 3. Memo from Jerome Shea to Lisa Heavner.



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Jerome F. Shea - Town Engineer

MEMORANDUM

To: Lisa A. Heavner, First Selectman

From: Jerome F. Shea, Town Engineer *JFS*

Subject: **State of Connecticut Grant #128-NF-03**
Senior / Community Center Design Services

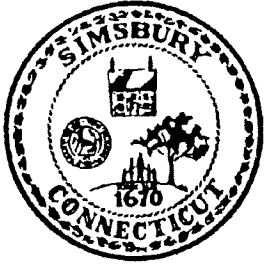
Date: May 5, 2015

Through the hard work of our legislative delegation and more specifically Representative John Hampton, the Town of Simsbury was fortunate to receive \$204,000 from the State of Connecticut for design of the Senior/Community Center. These funds were approved by the State Bond Commission in January of 2014 and the grant agreement for this funding was recently received by the town.

A resolution from the Board of Selectmen is required to authorize the First Selectman to execute the agreement. Attached are the required resolution and a copy of the grant agreement. The agreement has been reviewed for form and legality by Town Counsel.

Please let me know if you have any questions.

cc: Tom Cooke, Director of Administrative Services
Joe Mancini, Director of Finance



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

CERTIFIED RESOLUTION

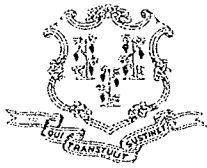
I, Carolyn D. Keily, Town Clerk of the Town of Simsbury, a Connecticut corporation, do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Selectmen of Simsbury duly held on May 11, 2015, at which meeting a duly constituted quorum of the Board of Selectmen was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect.

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

In Witness whereof, the undersigned has affixed his/her signature and the corporate seal of the Contractor, this ____ day of May, 2015.

Carolyn D. Keily, Town Clerk

May 2015



STATE OF CONNECTICUT

DEPARTMENT OF SOCIAL SERVICES

55 FARMINGTON AVENUE – HARTFORD, CONNECTICUT 06105-5033

April 10, 2015

Ms. Lisa Heaver
First Selectman
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070

CONTRACT #: 128-NF-03/14DSS6002FQ
PERIOD: 01/09/14 - 12/31/16

AMOUNT: \$204,000

Dear Ms. Heaver:

The accompanying documents are for execution of the Contract referenced above. Carefully review all documents and, before the agreement is signed, let me know whether you have any changes. Please return a PDF of all documents requiring signature to my e-mail address tina.mcgill@ct.gov no later than April 24, 2015. The following documents are included:

- **Part I**
- **Part II, Mandatory Terms & Conditions**
- **Signature & Approvals** - Please sign and date, preferably in blue ink.
- **Resolution** - Please sign and date, preferably in blue ink.; refer to instructions following Resolution.
- **Request for Payment (W-1270)** – One copy of this form must be signed, dated, and submitted to your Program Representative, Charles Anderson. Please retain blank copies for future payments.

As of July 1, 2012, a PDF of the following forms must be uploaded onto the Department of Administrative Services' BizNet contracting portal <https://www.biznet.ct.gov/Company/CompanyInfo.aspx>. The forms which apply to this contract are attached for your convenience. If you have questions about BizNet please contact DAS at DASIBI.webmaster@ct.gov

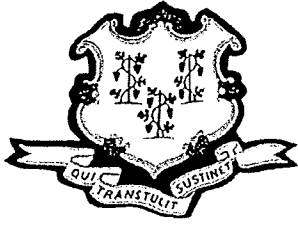
- **Nondiscrimination Certification (revised July 2009)**
- **Workforce Analysis**

If you have any questions regarding this process please contact me at (860) 424-5082 or through e-mail at tina.mcgill@ct.gov. For questions regarding the program, please contact Charles Anderson at (860) 424-5820 or by e-mail at charles.anderson@ct.gov.

Sincerely,

Tina McGill
Contract Administration

C: Charles Anderson



State of Connecticut
Department of Social Services
55 Farmington Avenue, Hartford, CT 06105

**NEIGHBORHOOD FACILITIES (BOND FUND)
FUNDING FOR CONSTRUCTION OR RENOVATION**

Contractor: Town of Simsbury

Contract #: 128-NF-03

FEIN number: 06-6002085

CORE-CT #: 14DSS6002FQ

Contractor Address: 933 Hopmeadow Street
Simsbury, CT 06070

TEPF Project #: 6100-03-0428

Contract Amount: \$204,000

Contract Period: 1/9/2014-12/31/2016

Bond Commission Approval: Public Act #57, 2011, as amended, Sec. 13(g), on January 9, 2014.

Statutory Authority: C.G.S §4-8, 17b-3

A lien is not required as a condition of this contract

Description of Project: It is the understanding of the parties that the Contractor shall utilize the funds provided through this contract to:

The Town of Simsbury will use funds provided through this contract to complete a design study and to facilitate the bidding of a new Senior/Community Center. The center may be a renovation to an existing structure, or may be a newly constructed stand-alone building. In addition to the funding provided through this contract, the town will contribute an additional \$204,000 toward the total estimated cost of \$408,000.00.

Items to be completed with the use of funding through agreement shall include survey and geotechnical services, land use approval process/permits, an environmental study, an architectural/engineering design study, and the related advertising/bidding process. Goals of this project shall be to increase usable space, improve access in compliance with the Americans with Disabilities Act, improved kitchen facilities, parking spaces, and a covered portico and drop off location for vehicles and dial-a-ride busses.

Current and Future Utilization of this Facility: Upon completion of the Senior/Community Center, this facility shall continue to be used to host a variety of human service programs, including, but not limited to, a meeting location for civic organizations, fitness rooms and wellness space, and as a support base for additional community services.

PART I

- A. EFFECTIVE DATE** – This contract shall become effective only as of the date of signature by the Department's authorized official(s) and, where applicable, the date of approval by the Attorney General. Upon such execution, this contract shall be deemed effective for the entire Term specified below. This contract may be amended subject to Part II, Section C.1. of this contract.
- B. TERM** – This contract shall be in effect from 01/09/2014 through 12/31/2016.
- C. REPORTING:**
1. **Date of Project Completion.** Throughout the term of this contract, the Contractor shall provide quarterly project status reports up to and including the date of project completion, which shall be defined as the date on which all work commissioned under this contract is concluded. Such reports shall include current and cumulative fiscal reports detailing expenditures by approved budget line item, as set forth on page 4, for the most recent calendar quarter.
 2. Throughout the term of this contract, the Contractor shall provide the Department with quarterly narrative project status reports, including an explanation of circumstances that may cause delays in the use as intended of the facility described on page 1 of this contract.
 3. Such reports as listed above shall be due to the Department no later than 30 days from the end of each calendar quarter.
 4. Throughout the term of this contract, the Contractor shall provide the Department with annual reports describing the programs currently using the facility described on page 1 of this contract.
 5. Throughout the term of this contract, the Contractor shall provide the Department with annual reports describing the programs and the numbers of persons served in the facility during each 12-month period of the 10-year assurance period described herein. The Contractor shall submit such reports to the Department on or before July 1st of each calendar year following the date of project completion defined in B.1 above until the 10-year assurance as to use listed herein has been satisfied.
- D. CONTRACTOR PAYMENT:**
1. **Budget:** The Contractor agrees to utilize funds provided under this contract in accordance with the budget contained herein.
 2. The Contractor warrants that the funding schedule as approved by the State Bond Commission pertaining to this project is accurate, and that all funding aside from that funding provided under this contract is in place and available. Further, the Contractor will inform the Department immediately of any change in the amount or nature of the project funding.
 3. **Payments:**
 - a. The Contractor may utilize an amount not to exceed **\$204,000.00** for the period **01/09/2014** through **12/31/2016** to complete the project as set forth on page 1 of this contract.
 - b. An initial payment of **\$20,400.00** shall be made upon execution of this contract by the Department and approval of the same by the Office of the Attorney General.

Subsequent payments not to exceed **\$204,000.00 in total** shall be made to the Contractor by the Department prior to the Contractor's completion to the Department's satisfaction of the project as set forth on page 1 of this contract, and review and approval by the Department of all status and fiscal reports submitted by the Contractor as required herein.

- c. **Payment hold back.** The final payment equal to **\$10,200.00** representing 5% of the contract amount listed herein, shall be held back by the Department, to be made to the Contractor by the Department upon the Contractor's completion to the Department's satisfaction of the project as set forth on page 1 and review and approval by the Department of all project status and fiscal reports submitted by the Contractor as required herein.
- d. Payments shall not include the amount of funds listed in the Contingency category of the approved budget. Payment of such funds may only be made after approval by the Department of a formal budget revision documenting the movement of some or all of the Contingency funds to another budget category for appropriate project expenses.
- e. **Surplus/Excess Payments:** Any State funding, reinvested dividends or capital gains distributions unexpended at the conclusion of a project, which the Contractor is not entitled to keep, must be returned to the State. To do so, the Contractor has agreed to complete and submit to the Department the Tax Exempt Proceeds Fund, Inc. Certification for Withdrawal of Dividends, Capital Gains or Unexpended Funds.

E. PROVISIONS RELATING TO EXPENDITURES:

- 1. Expenditures shall be defined as expenses incurred by the Contractor, on an accrual basis, in delivering the project described in Part I herein, and in categories that the Department has agreed to pay.
- 2. The Contractor's expenditures may vary in the amount per category from those set forth in the approved budget, provided that such variance does not materially change the project described in this Part I. The Contractor may not vary the category of expenditures set forth in the approved budget absent the Department's written approval set forth herein.
- 3. During the term of the contract, the Contractor shall notify the Department of the categories of and actual expenditures made under this contract.
- 4. The Contractor shall maintain records sufficient to report the expenditures made under the contract and shall, if requested, provide such records to the Department.

NF BUDGET SUMMARY

Neighborhood Facilities Projects		
Grant No.	128-NF-03	CORE # 14DSS6002FQ
Project No.	6100-03-0428	
Core Coding	12052-DSS60000-43510	PROJECT
GRANTEE NAME: Town of Simsbury		
PROJECT TITLE: Design Study for a Senior/Community Center		
FINANCING SUMMARY		
	(a) Requested	(b) Adjustments
Total State Grant	204,000	
For Amendments Only		
Previously Approved State Grant		
Amount of Amendment		
	Total (a)	Adjustments (b)
BUDGET LINE ITEMS		Revised Total (c)
1. Architectural/Design	198,500	
2. Construction & Site Work		
3. Site Work/Demolition		
4. Professional Contractual		
5. Fixed Equipment		
6. Audit/Accounting/Legal		
7. Insurance		
8. Other Project Expenses-Bidding	5,500	
9. Contingency		
TOTAL PROJECT COSTS	204,000	

F. BUDGET VARIANCE:

1. The Department requires a formal budget revision for any changes in category amounts.
2. The Department will respond to a properly executed request within 30 days of receipt.
3. No budget revisions proposed by the Contractor may be submitted later than 30 calendar days after the project end date, except that the Department may entertain, at any time, a budget revision for the purpose of increasing funds solely for the audit of the project. The final financial report will show all category overruns. Costs incurred after the end of the contract period will be disallowed except where the Department has expressly approved in writing and in advance.

G. LIAISON: Both parties agree to have specifically named liaisons at all times. These representatives of the parties will be the first contacts regarding any questions and problems that arise during implementation and operation of this contract.

H. Notices: Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given upon delivery, if delivered by hand (in which case assigned receipt will be obtained), or 3 days after posting if sent by registered or certified mail, return receipt requested. Notices shall be addressed as follows:

1. **In case of notice(s) to the Contractor:** *(name, title, address, phone, e-mail address)*

- a. **Agency Contact:** Jerome F. Shea, P.E., Town Engineer
Town of Simsbury
933 Hopmeadow Street, Simsbury, CT 06070
Tel: 860-658-3260
- b. **Architect:** -
To be determined.
- c. **Clerk of the Works:** -
To be determined.
- d. **Fiscal Officer:** Joseph Mancini, Director of Finance
Town of Simsbury
P.O. Box 495, Simsbury, CT 06070-0495
Tel: 860-658-3282
- e. **Owner:** Town of Simsbury
Lisa L. Heavner, First Selectman
P.O. Box 495, Simsbury, CT 06070
Tel: 860-658-3230

2. **In case of notice(s) to the Department regarding the scope of services:**

Charles Anderson
Office of Community Services
Department of Social Services
55 Farmington Avenue
Hartford, CT 06105
Tel: (860) 424-5820 / fax (860) 424-4952 / email: charles.anderson@ct.gov

3. **In case of notice(s) to the Department regarding the contract terms:**

Tina McGill
Contract Administration
Department of Social Services
55 Farmington Avenue
Hartford, CT 06105
Tel: (860) 424-55082/ fax (860) 424-5800 / e-mail: tina.mcgill@ct.gov

4. Said notices shall become effective on the date of receipt as specified above or the date specified in the notice, whichever comes later. Either party may change its address for notification purposes by mailing a notice stating the change and setting forth the new address, which shall be effective on the tenth day following receipt.

I. ASSURANCES:

1. **Quality Assurance:** In addition to the provisions of Part II, the Contractor shall comply with all standard contracting practices to safeguard the interests of the Contractor and the State including, but not limited to, contractor performance, security, insurance, permits, inspections, and the provision of the funding restrictions as listed in this Part I. The Contractor shall further require that all subcontractors comply with the above regulations and practices as well.
2. **Assurances as to Use:**
 - a. The Contractor agrees to utilize the funds provided hereunder pursuant to the statutory authority for the purchase of and/or improvements to land and/or property as approved by the Department, and in accordance with the Bond Commission Approval listed on pages 1 and 2 of this contract.
 - b. If, within ten years from either the expiration date of the contract or the date of final payment, whichever is sooner, the premises being purchased and/or improved with funds provided under this contract cease to be used as a facility for which the grant-in-aid was made, an amount equal to the amount of such grant, minus 10% per year for each full year which has elapsed from either the expiration date of the contract, or the date of final payment, whichever is sooner, shall be repaid to the State. The ten year period referenced herein shall begin one day following the expiration date of the contract, or one day following the date of final payment to the Contractor, whichever is sooner.

J. SUBCONTRACTED SERVICES: In addition to Part II of this contract::

1. The Contractor agrees to notify the Department prior to finalizing any subcontractor relationship for performance of the project set forth on page 1 of this contract.
2. **Competitive Bidding.** The Contractor will follow the guidelines in the Neighborhood Facilities "Bidding and Contracting Requirements," and will give full opportunity for free, open and competitive bidding for each subcontract calling for installation, construction, reconstruction, demolition, removal, site improvement work, or other similar work described in this Part I will give such publicity to its advertisements or calls for bids for each such contract as will provide adequate competition; and the award of each such contract, when made, will be made by it as soon as practicable to the lowest responsible and qualified bidder. As used in this section, "lowest responsible and qualified bidder" means the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity to faithful performance of the work. Should the Contractor reject the lowest bidder as not responsible and/or not qualified, the Contractor shall immediately notify the Department of the reasons for the rejection and request the Department's concurrence. The Department's Commissioner shall at his/her discretion either approve or deny the Contractor's rejection. By acceptance of this contract, the Contractor agrees to hold the Department harmless from any and all claims by rejected bidders.

3. Any subcontract shall contain terms that require the subcontractor to maintain books, records, documents, program and individual service records, and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs; that these records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees of the State, or, where applicable, federal agencies; and that the subcontractor shall retain all such records concerning this contract for a period of 3 years after the completion and submission to the State of the Contractor's annual financial audit.
4. The Contractor agrees to be responsible to the Department for the performance of said subcontractor. The establishment of a subcontractor relationship shall not relieve the Contractor of any responsibility or liability under the contract. The Contractor shall bear full responsibility, without recourse to the Department for their performance.

K. ACQUISITION OF PROJECT LAND OR PROPERTY

1. The Contractor will adopt and enforce appropriate measures to ensure that prior to the completion date of the project, as defined in Part I, Section B.1., no member of its governing body, nor any of its officers or employees, shall knowingly acquire any financial interest in the project or in any executed or proposed contract or subcontract connected with the undertaking of this project.
2. The Contractor shall take all reasonable steps to ensure that the project property and land in the project area will not be acquired by the Contractor as a part of the project at excessive prices, and to prevent any speculation in the holding of any such land or property.
3. The Contractor will cause any and all instruments to be recorded as necessary in order to protect all of its rights, titles, and interests in and to any project land.
4. Where tenants are or may be displaced through the acquisition by purchase or lease of real property under this contract, the Contractor will make provision for their relocation and hold the Department harmless from any and all claims that may result from such relocation.

L. RIGHTS AND REMEDIES: If the Contractor shall default in any of its obligations under this contract, or shall commit or allow any breach or covenant hereunder, and such fault or breach shall not have been remedied within 30 days after notice thereof shall have been given by the Department Commissioner or such longer period of time as the Commissioner may allow in writing, then the State acting by the Commissioner shall have, to the full extent permitted by law, each and all of the following remedies:

1. The right of a writ of mandamus or injunction or similar relief against the Contractor or any or all of the members of its governing body, officers, agents, or representatives as may be appropriate because of such fault or breach;
1. The right to have a receiver appointed by a court of competent jurisdiction to take possession and control of the project and of the property and assets of the Contractor, as pertaining to the project;
2. The right to maintain any and all actions at law or suits in equity or other proper proceedings to remedy any defaults or breaches of covenants under this contract.

M. TERMINATION:

1. In addition to the provisions of Part II of this contract, this contract may be terminated by the State for convenience or for financial instability, subject to the following termination provisions.
2. All notices of termination as defined in the subsections below shall be signed by the Contract Administrator and/or designee, shall specify a date of termination and shall be delivered to the Contractor no less than 90 days prior to the specified date of termination.
3. **Termination for Convenience:**
 - a. The Department may terminate performance of work under the Contract in whole or in part whenever for any reason the Department shall determine that such termination is in the best interest of the Department and/or the State of Connecticut.
 - b. In the event that the Department elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.
4. **Termination for Financial Instability:**
 - a. In the event that the Contractor becomes financially unstable to the point of threatening the ability of the Department to obtain the services provided for under this contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets, the Department may, at its option, immediately terminate this contract.
 - b. In the event the Department elects to terminate this contract under this provision, it shall do so by the Contract Administrator and/or designee sending notice of termination to the Contractor by certified mail, return receipt requested, specifying the date of termination.
 - c. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the Contractor shall immediately so advise the Department. The Contractor shall ensure that all tasks related to the subcontract are performed in accordance with the terms of the contract and agrees that the filing of a petition in bankruptcy by or against a subcontractor shall, in no way, relieve Contractor of its duties under this contract.
5. **Procedure for Termination:** In addition to the requirements set forth in M.2., upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:
 - b. Stop work under the contract on the date and to the extent specified in the Notice of Termination.
 - c. If the Department so directs in writing, terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination or assign to the Department in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the Contractor under the subcontracts not so terminated, in which case the Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts.

- d. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- e. Be entitled to payment for services rendered through the effective date of termination.

N. CONTRACT SETTLEMENT:

1. Upon successful completion of the contract, the Contractor shall notify the Department, on forms provided by and in a manner prescribed by the Department, of all expenditures made during the term of the contract.
2. The Department may disallow any expenditure listed by the Contractor provided that the Department notifies the Contractor of such disallowance within 30 days of receipt of notification under L.1.above, and the disallowance is because:
 - a. the expenditure was properly in a category that the Department had refused to pay, or
 - b. the expenditure was not supported by sufficient records, or
 - c. the expenditure was not made to deliver the services described in this Part I, or
 - d. the expenditure was excessive in the opinion of the Department.
3. In the event that the Department disallows any expenditure, the Contractor shall have the right to appeal the decision to the Commissioner, provided that it submits its appeal in writing within 60 days of notification of the disallowance. The Department shall have the burden of demonstrating the appropriateness of the disallowance. The decision of the Commissioner shall be final.
4. The Department shall compute the difference between the total payments it made to the Contractor and the Contractor's total expenditures as defined herein.
5. If the Contractor's expenditures exceed the maximum allowable payments made by the Department under this contract, the Department shall have no obligation to make additional payments to the Contractor.
6. If the Contractor's total expenditures were less than the total payments made by the Department, the Contractor shall comply with the provisions regarding Surplus/Excess Payments as set forth herein.

PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

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

1. **“Bid”** shall mean a bid submitted in response to a solicitation.
2. **“Breach”** shall mean a party’s failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
3. **“Cancellation”** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
4. **“Claims”** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
5. **“Confidential Information”** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
6. **“Confidential Information Breach”** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
7. **“Contract”** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
8. **“Contractor Parties”** shall mean a Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
9. **“Data”** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.

10. **“Day”** shall mean all calendar days, other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
11. **“Expiration”** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
12. **“Force Majeure”** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
13. **“Records”** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
14. **“Services”** shall mean the performance of Services as stated in Part I of this Contract.
15. **“State”** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
16. **“Termination”** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

B. Contractor Obligations.

1. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: “This publication does not express the views of the [insert Agency name] or the State of Connecticut. The views and opinions expressed are those of the authors.” Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.
2. **Federal Funds.**
 - (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
 - (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
 - i. Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.

- ii. This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
- (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (HHS/OIG) Excluded Parties list and the Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

3. Annual Financial Audit; Audit and Inspection of Plants and Places of Business; and Records.

- a. **Financial Audit Requirements.** For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and state single audit standards as applicable.
- b. **Audits and Inspections.**
 - i. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
 - ii. All audits and inspections described in sections b through h of this section shall be at the State's expense.
 - iii. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - iv. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - v. The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

c. **Records.**

- i. The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
 - ii. The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
4. **Reports.** The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.
5. **Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.
6. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:
 - a. Real estate sales or leases;
 - b. leases for equipment, vehicles or household furnishings;
 - c. Mortgages, loans and working capital loans; and
 - d. Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.
7. **Suspension or Debarment.** In addition to the representations and requirements set forth in Section D.4:
 - a. The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
 - i. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
 - ii. within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
 - iv. Have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
 - b. Any change in the above status shall be immediately reported to the Agency.
8. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.
9. **Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
10. **Sovereign Immunity.** The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
11. **Indemnification; Insurance.**
- a. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
 - b. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
 - c. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - d. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

- e. **Insurance.** The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- f. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

12. Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.

- a. The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- b. Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
- c. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

13. Litigation.

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

14. Compliance with Law and Policy, Facility Standards and Licensing. Contractor shall comply with all:

- a. pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
- b. applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.

15. Representations and Warranties. Contractor shall:

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

16. Protection of Confidential Information

- a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - i. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - ii. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - iii. A process for reviewing policies and security measures at least annually;
 - iv. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - v. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and

protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

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

1. Contract Amendment.

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

2. Contractor Changes and Assignment.

- (a) The Contractor shall notify the Agency in writing:
 - (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
 - (2) no later than ten (10) days from the effective date of any change in:
 - (A) its certificate of incorporation or other organizational document;
 - (B) more than a controlling interest in the ownership of the Contractor; or
 - (C) the individual(s) in charge of the performance.
- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release

the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.

- (c) **Assignment.** The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
 - (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
 - (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.
 - (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

3. Breach.

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

- (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
- (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.
- (f) **Non-enforcement Not to Constitute Waiver of Breach.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.

4. Ending the Contractual Relationship; Termination.

- a. This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled.
- b. If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- c. **Termination.**
 - i. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - ii. The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
 - iii. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - iv. Notwithstanding any provisions in this Contract, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.
 - v. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in

electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

- vi. Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - vii. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.
 - viii. The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Part I in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
 - ix. For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - x. Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - xi. Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
- d. **Transition after Termination or Expiration of Contract.**
- i. If this Contract is terminated for any reason or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
 - ii. If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions

from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

D. Statutory and Regulatory Compliance.

1. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("Act") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the Act. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor shall comply with section 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.
2. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
3. **Non-discrimination.**
 - a. For purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- b.
 - i. The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;
 - ii. the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
 - iii. the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - iv. the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
 - v. the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as

the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
 - (g)
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
 - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
 - (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
4. **Executive Orders.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Department shall provide a copy of these orders to the Contractor.
5. **Campaign Contribution Restrictions.** For all State contracts as defined in C.G.S. § 9-612(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's ("SEEC") notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice reproduced below:

http://www.ct.gov/seec/lib/seec/forms/contractor_reporting/_seec_form_11_notice_only.pdf

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 1/11
Page 1 of 2



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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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



DEFINITIONS

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 42-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

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

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

6. Health Insurance Portability and Accountability Act of 1996.

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Agency, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
 - (1) "Breach" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(1)).
 - (2) "Business Associate" shall mean the Contractor.
 - (3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
 - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.

- (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
 - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
 - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
 - (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
 - (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
 - (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
 - (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
 - (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection (h)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in

accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate
 - (A) restrict disclosures of PHI;
 - (B) provide an accounting of disclosures of the individual's PHI; or
 - (C) provide a copy of the individual's PHI in an electronic health record,
 - (D) the Business Associate agrees to notify the covered entity, in writing, within five (5) business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without
 - (A) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
 - (B) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.
 - (A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b)) and this Section of the Contract.
 - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402(g) of HITECH (42 U.S.C. § 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - 1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.

2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- (D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site or a postal address. For breaches involving ten or more individuals whose contact information is insufficient or out of date to allow written notification under 45 C.F.R. § 164.404(d)(1)(i), the Business Associate shall notify the Covered Entity of such persons and maintain a toll-free telephone number for ninety (90) days after said notification is sent to the Covered Entity. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- (E) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (i) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

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

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

(l) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (h)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination.

- (A) Except as provided in (l)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (h)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that

make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Sections.

- (1) **Regulatory References.** A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) **Amendment.** The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) **Effect on Contract.** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) **Construction.** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) **Disclaimer.** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) **Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

7. **Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

8. **Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a “large state contract” as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee’s disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
9. **Summary of State Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
<http://www.ct.gov/ethics/cwp/view.asp?a=2313&q=432632#part4>

[X] Original Contract
[] Amendment # _____
(For Internal Use Only)

SIGNATURES AND APPROVALS

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

Documentation necessary to demonstrate the authorization to sign must be attached.

LISA HEAVER, *First Selectman*

Date

____/____/____

DEPARTMENT OF SOCIAL SERVICES

RODERICK L. BREMBY, *Commissioner*

Date

____/____/____

OFFICE OF THE ATTORNEY GENERAL

Asst./Assoc. Attorney General (*Approved as to form*)

Date

RESOLUTION

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

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

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of the Contractor this _____ day of _____, 2015.

L. S.

(*Signature of Secretary or Clerk*)

**INSTRUCTIONS FOR PREPARATION OF
AUTHORIZATION OF SIGNATURE
(CORPORATE RESOLUTION)
DOCUMENT**

1. Print the Resolution form on the Contractor's letterhead stationery.
2. Names and signatures on the Resolution must match those on the Acceptances and Approvals page.
3. Signatures must match the printed names, letter for letter.
4. The text must be neatly printed or typed – no erasures, strike-outs, or white-out.
5. The Contractor's governing body (e.g., Board of Directors, Town/City Council) must officially meet in accordance with its bylaws and empower the Signatory (person signing the Acceptance & Approvals form) by name and title to enter into contracts with the State of Connecticut Department of Social Services. The date of this meeting is the effective date of the Resolution.
6. The Signatory signs and dates the Acceptance & Approvals form on or after both the effective date of the Resolution and the date of adoption of the Nondiscrimination statutes.
7. The Board Secretary or City/Town Clerk then signs and dates the bottom of the Resolution on or after the date the Signatory signs the Acceptances and Approvals page.
8. **The resolution must be sealed.** If a corporate seal is not available, the letters "L.S." must be printed after the Secretary/Clerk's signature, and the words "No seal available" must be printed at the bottom of the Resolution.

NONDISCRIMINATION CERTIFICATION

JULY 2009

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

Directions: Please complete one of the following forms

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

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

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



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

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

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

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath.

I am **First Selectman of Town of Simsbury**, an entity duly formed and existing under the laws of the State of Connecticut. I certify that I am authorized to execute and deliver this affidavit on behalf of Town of Simsbury and that Town of Simsbury has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Lisa Heaver

Sworn and subscribed to before me on this _____ day of _____, 20____.

Commissioner of the Superior Court/
Notary Public

Commission Expiration Date



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

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

INSTRUCTIONS:

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

CERTIFICATION OF RESOLUTION:

I, **Lisa Heaver, First Selectman of Town of Simsbury**, an entity duly formed and existing under the laws of the State of Connecticut, certify that the following is a true and correct copy of a resolution adopted on the _____ day of _____, 20____ by the governing body of Town of Simsbury, in accordance with all of its documents of governance and management and the laws of the State of Connecticut and further certify that such resolution has not been modified or revoked, and is in full force and effect.

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

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

Lisa Heaver

Date

WORKFORCE ANALYSIS

Contractor TOWN OF SIMSBURY

Address 933 HOPMEADOW STREET
SIMSBURY, CT 06070

Number of Connecticut employees

Full-time _____ Part-time _____

Employment figures obtained from

Visual Check ☐ Employment Records ☐

Other ☐ _____

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

FORMAL ON-THE-JOB-TRAINEES

Apprentices													
Trainees													

1. Have you successfully implemented an Affirmative Action Plan?

Yes ☐ No ☐ If yes, date of implementation _____; If no, explain _____

a) Do you promise to develop and implement a successful Affirmative Action Plan?

Yes ☐ No ☐ N/A ☐ Explain: _____

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

Yes ☐ No ☐ N/A ☐ Explain: _____

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

Yes ☐ No ☐ Explain: _____

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

Yes ☐ No ☐ Explain: _____

Authorized Signature

Date

CT COMMISSION ON HUMAN RIGHTS & OPPORTUNITIES

CONTRACT COMPLIANCE REGULATIONS

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

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

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

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

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

STATE OF CONNECTICUT - DEPARTMENT OF SOCIAL SERVICES
REQUEST FOR PAYMENT

DSS ACCOUNTS PAYABLE

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

PAYEE INFORMATION

Vendor Invoice #: _____

Vendor/Contractor Name: Town of Simsbury

Business Address:

933 Hopmeadow Street, Simsbury, CT 06070

Remittance Address: (where the check is to be mailed – YOU MUST FILL THIS IN)

933 Hopmeadow Street, Simsbury, CT 06070

Purchase/Contract Type: ☐ PO ☐ POS

Check One: ☐ Competitive ☐ Non-Competitive

Spending Plan Code: NF

CORE-CT Contract #: 14DSS6002FQ

DSS Contract #: 128-NF-03

PO #: _____

FEIN #: 066002085

Contract Period: From: 1/9/2014

Payment Period: From: _____

Total Contract: \$204,000.00

This Payment: \$ _____

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

Authorization: _____
Contractor Name (print)

Contractor Signature

DON'T FILL IN BELOW – THIS IS FOR DSS USE ONLY: DSS PROGRAM VERIFICATION – If multi funding source, list below

Amount	Budget Reference	Fund	Department	Program	SID	Account	Project/Grant
\$ _____	20	_____	DSS	_____	_____	_____	_____
\$ _____	20	_____	DSS	_____	_____	_____	_____
\$ _____	20	_____	DSS	_____	_____	_____	_____
\$ _____	20	_____	DSS	_____	_____	_____	_____

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

Authorization: _____
DSS PROGRAM STAFF REP Signature - CHARLES ANDERSON

Date

Co-sign (if required) Signature _____ Phone # _____

DSS FISCAL STAFF APPROVAL - Name (sign & date)

*Financial Report Required
*Financial Report with Explanation
*Attach Explanation If Required



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Potential Mutual Exchange of Property with the State of Connecticut-Town Forest Road
2. **Date of submission:** May 6, 2015
3. **Date of Board Meeting:** May 11, 2015
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
Jerome Shea – Town Engineer
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 Selectman to move forward with the proposed mutual exchange of property between the Town of Simsbury and the State of Connecticut to provide a continuous public right of way on Town Forest Road to the Planning Commission for its review and report.
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 Town of Simsbury has been working with Connecticut Natural Gas ("CNG") on the potential installation of a gas line along Town Forest Road which, among other things, would enable the use of natural gas at the Town Garage. The road is currently owned by the State of Connecticut (although it has been maintained by the Town for years) and the exchange is necessary to the installation of the gas line. The Planning Commission accepted the proposed mutual exchange of property with a positive referral at their meeting of April 28, 2015 pursuant to General Statutes §8-24.

7. **Financial Impact** (Include a description of any impact on the finances of the Town of Simsbury): The Town will be responsible for recording costs associated with the transactions involved. The Town has been maintaining Town Forest Road (in order to preserve access to the Town garage) and no additional cost will be incurred for maintenance. The Town will also incur risks in connection with title to the property and any environmental conditions that might come with the property.

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:

1. Letter from Town Counsel dated May 6, 2015 with attachments.
2. Planning Commission meeting minutes of April 28, 2015.



Robert M. DeCrescenzo
(t) 860.548.2625
(f) 860.548.2680
rdcrescenzo@uks.com

May 7, 2015

Lisa L. Heavner
First Selectman
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070

Re: Mutual Exchange of Property Between
The Town of Simsbury and the State of
Connecticut Department of Transportation

Dear Ms. Heavner:

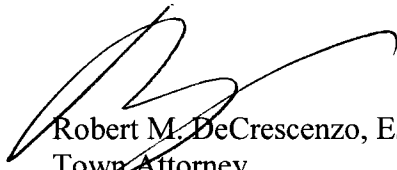
This is a follow-up to my April 7, 2015 letter on the same subject. As you know, Town staff has been working on a mutual exchange of properties between the Town of Simsbury and the State Department of Energy and Environmental Protection ("DEEP") as depicted on the attached Land Exchange Plan dated March 13, 2014 and revised August 7, 2014 (copy attached). The purpose of the exchange is to allow the Town to formally acquire Town Forest Road from the State to provide a continuous public right of way from Nimrod Road to Stratton Brook Road. The land supporting Town Forest Road is currently owned by the State of Connecticut

The Board of Selectmen referred the proposal to the Planning Commission for its review and the issuance of a report pursuant to General Statutes §8-24.

The Planning Commission has issued its Report approving the exchange of land parcels. The Board of Selectmen can now consider and act on the acceptance of the State-owned land and the disposition of the Town-owned land according to the Plan and the Mutual Exchange Deed (attached). I attach a Resolution for the Board to consider.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,



Robert M. DeCrescenzo, Esq.
Town Attorney

RMDe/psm
Enclosures

Updike, Kelly & Spellacy, P.C.

SIMSBURY BOARD OF SELECTMEN
RESOLUTION

MUTUAL EXCHANGE DEED: TOWN FOREST ROAD

WHEREAS, the Town has been working on a mutual exchange of properties between the Town of Simsbury ("Simsbury") and the State of Connecticut Department of Energy and Environmental Protection ("DEEP") as depicted on the Land Exchange Plan dated March 13, 2014 revised August 7, 2014 (the "Plan"); and

WHEREAS, the purpose of the exchange is to allow the Town to formally acquire Town Forest Road and provide a continuous public right of way from Nimrod Road to Stratton Brook Road; and

WHEREAS, Town Forest Road is currently owned by the State of Connecticut; and

WHEREAS, the State DEEP will transfer its interests in its parcel known as Town Forest Road and the Town will transfer its interests in its parcel as depicted on the Plan; and

WHEREAS, the Board of Selectmen referred the proposed transfer to the Planning Commission for its review and the issuance of a report pursuant to General Statutes §8-24; and.

WHEREAS, the Planning Commission has issued its report approving the exchange of land parcels.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF SELECTMEN:

1. Accepts the conveyance of the parcel of State-owned land known as Town Forest Road from the State of Connecticut and approves the conveyance of the parcel of Town-owned land as depicted in the Plan to the State of Connecticut, both conveyances being described in the Mutual Exchange Deed attached hereto; and
2. The First Selectman is authorized to execute documents of conveyance to complete the transaction.

Approved by the Board of Selectmen this ____ day of May, 2015

Lisa L. Heavner
First Selectman

Nancy M. Haase
Deputy First Selectman

Sean P. Askham
Selectman

Cheryl B. Cook
Selectman

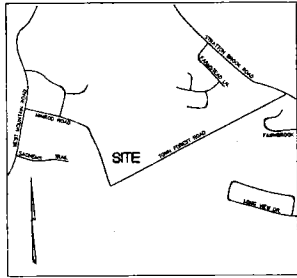
Chris M. Kelly
Selectman

Michael R. Paine
Selectman

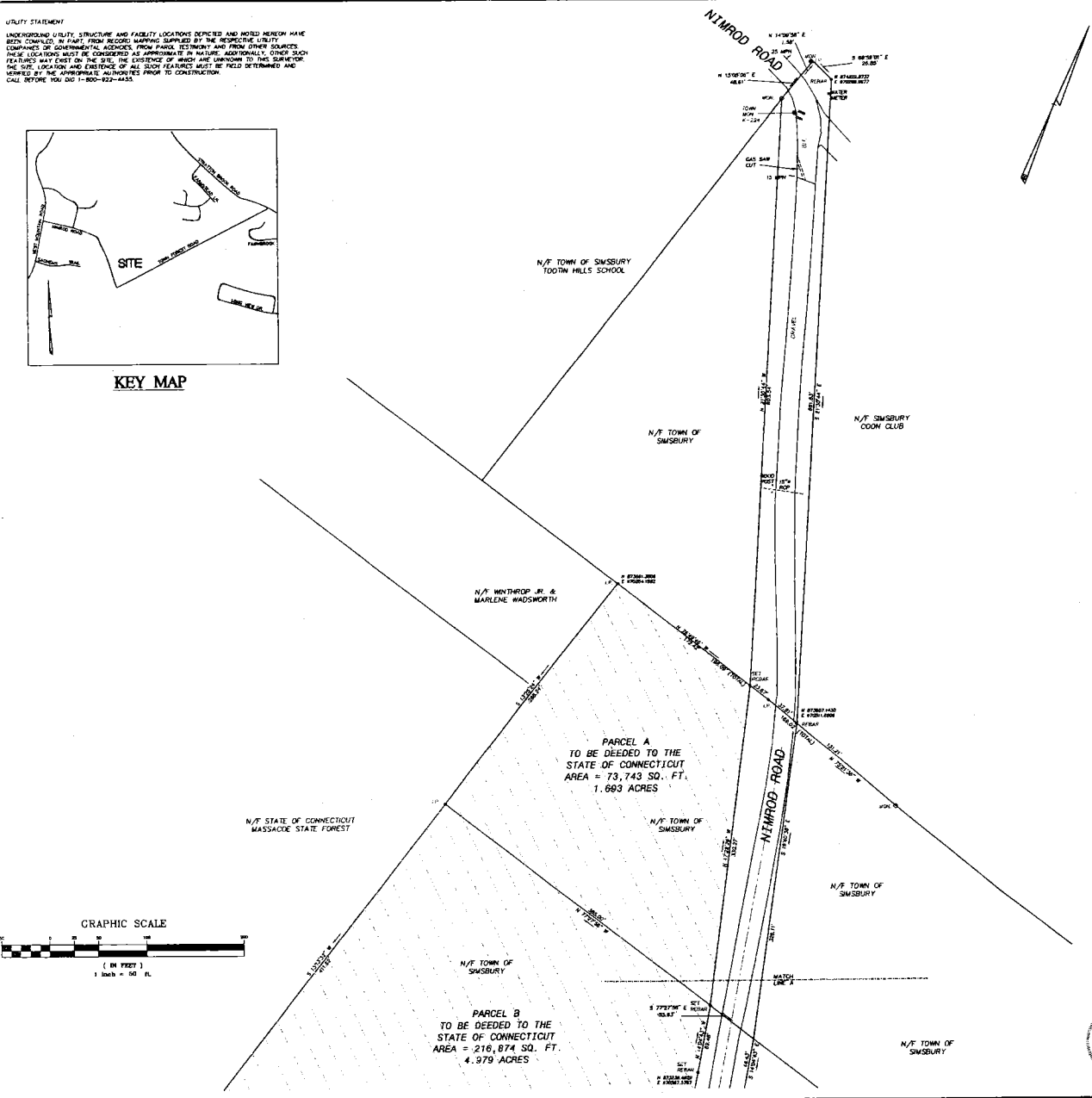
Attest:

Carolyn Keily, Town Clerk

UTILITY STATEMENT
UNDERGROUND UTILITY STRUCTURE AND FACILITY LOCATIONS DEPICTED AND NOTED HEREON HAVE BEEN COMPILED, IN PART, FROM RECORD MAPS SUPPLIED BY THE RESPECTIVE UTILITY COMPANIES OR GOVERNMENTAL AGENCIES FROM PHOTO TESTIMONY AND FROM OTHER SOURCES. THESE LOCATIONS MUST BE CONSIDERED AS APPROXIMATE IN NATURE. ADDITIONALLY, OTHER SUCH FEATURES MAY EXIST ON THE SITE, THE EXISTENCE OF WHICH ARE UNKNOWN TO THIS SURVEYOR. THE SIZE, LOCATION AND EXISTENCE OF ALL SUCH FEATURES MUST BE FIELD DETERMINED AND VERIFIED BY THE APPROPRIATE AUTHORITIES PRIOR TO CONSTRUCTION. CALL BEFORE YOU DIG 1-800-822-4455.



KEY MAP



- LEGEND
- PROPERTY LINE
 - CHARLIEK FENCE
 - TREE/VEGETATION LINE
 - BITUMINOUS PAVEMENT
 - BITUMINOUS/CONCRETE CURB
 - M.O.D.
 - DITCH BASIN
 - FIRE HYDRANT
 - WATER GATE
 - UTILITY POLE
 - UTILITY POLE
 - CONCRETE
 - BITUMINOUS
 - WOOD
 - WOOD FLOOR
 - FLOW LINE
 - TOP OF FRAME
 - LIGHT

MAP REFERENCES

1. "MAP OF LAND OWNED BY THE VILLAGE WATER CO. OF SIMSBURY WEST OF STRATTON BROOK ROAD SIMSBURY CONNECTICUT SCALE 1"=40' SEPTEMBER 1955 CERTIFIED SUBSTANTIALLY CORRECT MERTON HODGE SURVEYOR" REVISED THROUGH MARCH 11, 1954.
2. "FINAL PLAT PLAN FARMROAD PROPERTY OF EARL J. WARTON/CO. TRUSTEE SIMSBURY, CONNECTICUT JULY 8, 1954 SCALE 1"=100' FT. CD LALLY CIVIL ENGINEER 30 HOPE CIRCLE WINDSOR CONN." REVISED THROUGH MAY 23, 1977.
3. "PROPERTY SURVEY SHOWING PROPOSED PARCELS TO BE CONVEYED TO THE TOWN OF SIMSBURY ETHEL WALKER SCHOOL, BLOOMFIELD ROAD (ROUTE 147) & TOWN FOREST ROAD SIMSBURY, CONNECTICUT SCALE 1"=100' DATE MARCH 2, 2007 SHEET 1 OF 3 MASON & MASON/CO. CHESHIRE, CONNECTICUT 08/15/11."
4. "MAP SHOWING LAND TO BE EXCHANGED BETWEEN THE TOWN OF SIMSBURY AND SIMSBURY COON CLUB TOWN FOREST & HANDED ROADS SIMSBURY, CONNECTICUT SCALE 1"=100' DATE APRIL 1955 SHEET NO 1 OF 1 M & S-H MASON/CO. & JAMES SURVEYORS, P.C. AVAL, CONNECTICUT."
5. "MAP SHOWING LAND TO BE EXCHANGED BETWEEN THE TOWN OF SIMSBURY AND THE STATE OF CONNECTICUT TOWN FOREST ROAD SIMSBURY, CONNECTICUT SCALE 1"=100' DATE AUGUST 1955 SHEET NO 1 OF 1 M & S-H MASON/CO. & JAMES SURVEYORS, P.C. AVAL, CONNECTICUT."
6. "PROPERTY TO BE CONVEYED TO THE SIMSBURY VOLUNTEER FIRE COMPANY, INC. REAR OF STRATTON BROOK ROAD SIMSBURY, CONNECTICUT SCALE 1"=40' APRIL 10, 1988 OFFICE OF HAROLD R. SANDERSON C.E. & L.S. BLOOMFIELD, CONNECTICUT."
7. "THE SUBDIVISION OF FARMSTEAD SECTION V PROPERTY OF DONALD F. WASHBURN STRATTON BROOK ROAD SIMSBURY, CONNECTICUT SCALE 1"=100' FEBRUARY 12, 1968 OFFICE OF HAROLD R. SANDERSON C.E. & L.S. BLOOMFIELD, CONNECTICUT P-40 TONE."
8. "TRIGHT OF WAY AND TRACK MAP HARTFORD AND CONNECTICUT WESTERN R.R. CO. OPERATED BY CENTRAL NEW ENGLAND RAILWAY CO. FROM HARTFORD TO N.Y. STATE LINE STATION 85TH+40 TO STATION 85TH+40 TOWN OF SIMSBURY STATE OF CONN. SCALE 1"=100' FT. DATE JUNE 30, 1916 OFFICE OF VALUATION ENGINEER."
9. "MAP OF LAND TO BE CONVEYED TO TOWN OF SIMSBURY STRATTON BROOK ROAD SIMSBURY, CONNECTICUT SCALE 1"=100' - APRIL 1955 EDWARD F. REASON, SURVEYOR HODGE SURVEYING ASSOCIATES, P.C."
10. "MAP OF LAND OWNED BY ADAMS 214A SOUTH-EASTERN OF NIMROD RD. - SIMSBURY, CONN. SCALE 1"=40' - AUGUST 1982 CERTIFIED SUBSTANTIALLY CORRECT MERTON HODGE & JODICE - ENGINEERS & SURVEYORS."

SURVEY NOTES:

THIS MAP HAS BEEN PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES (SECTIONS 30-300-1) THROUGH 30-300-20 AND THE "STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS PREPARED AND ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 20, 1996.
THE TYPE OF SURVEY PERFORMED IS A PROPERTY SURVEY.
BOUNDARY DETERMINATION CATEGORY-RESURVEY BASED ON A DEPENDENT RESURVEY.
THIS PLAN CONFORMS TO HORIZONTAL ACCURACY CLASS A-2
HORIZONTAL DATUM IS BASED ON NAD 83.

REVISIONS:

2/20/14 - NAD 83 SET REMARKS, PARCEL B
6/27/14 - ADDITIONAL REMARKS SET

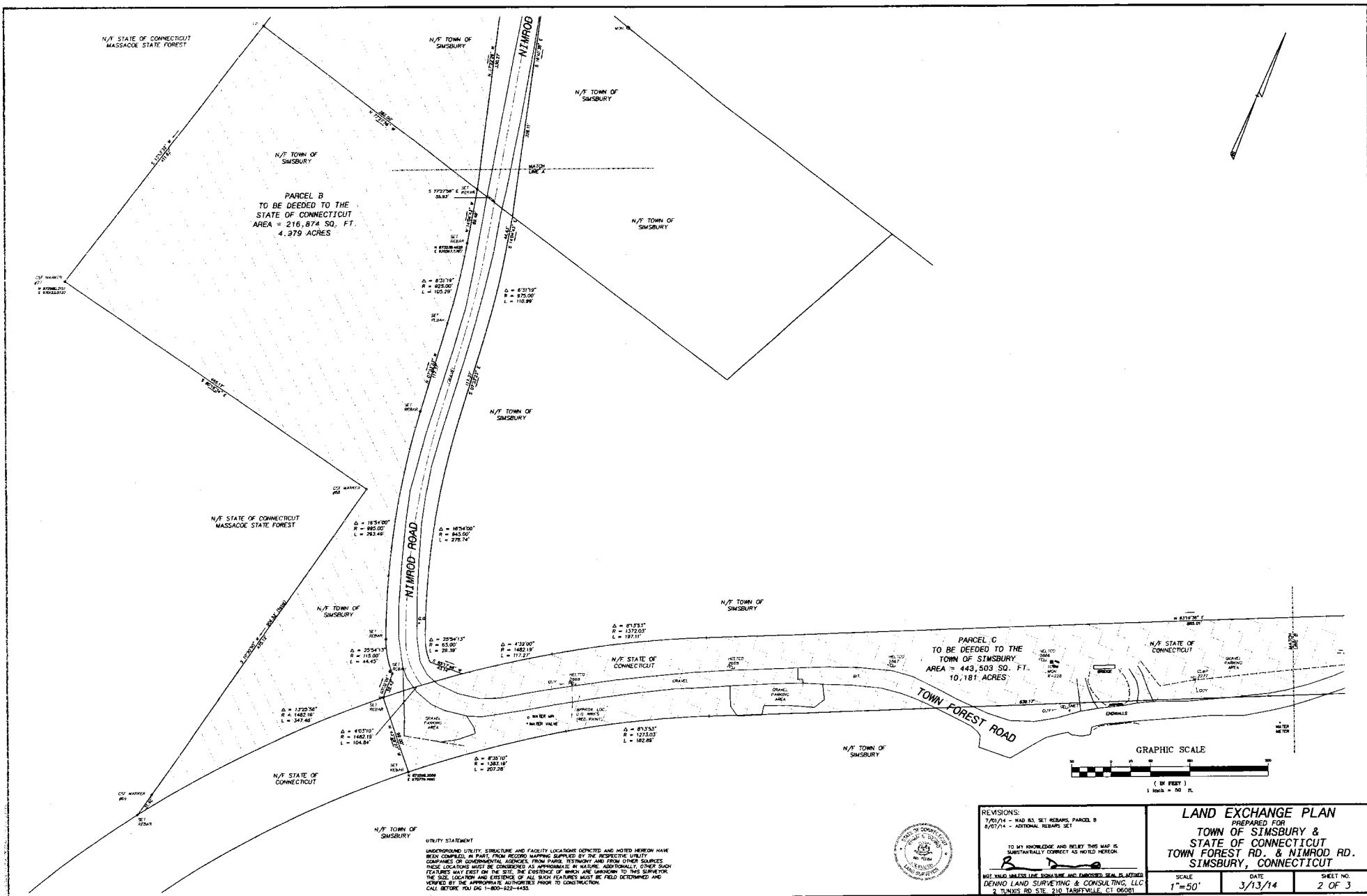
TO MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

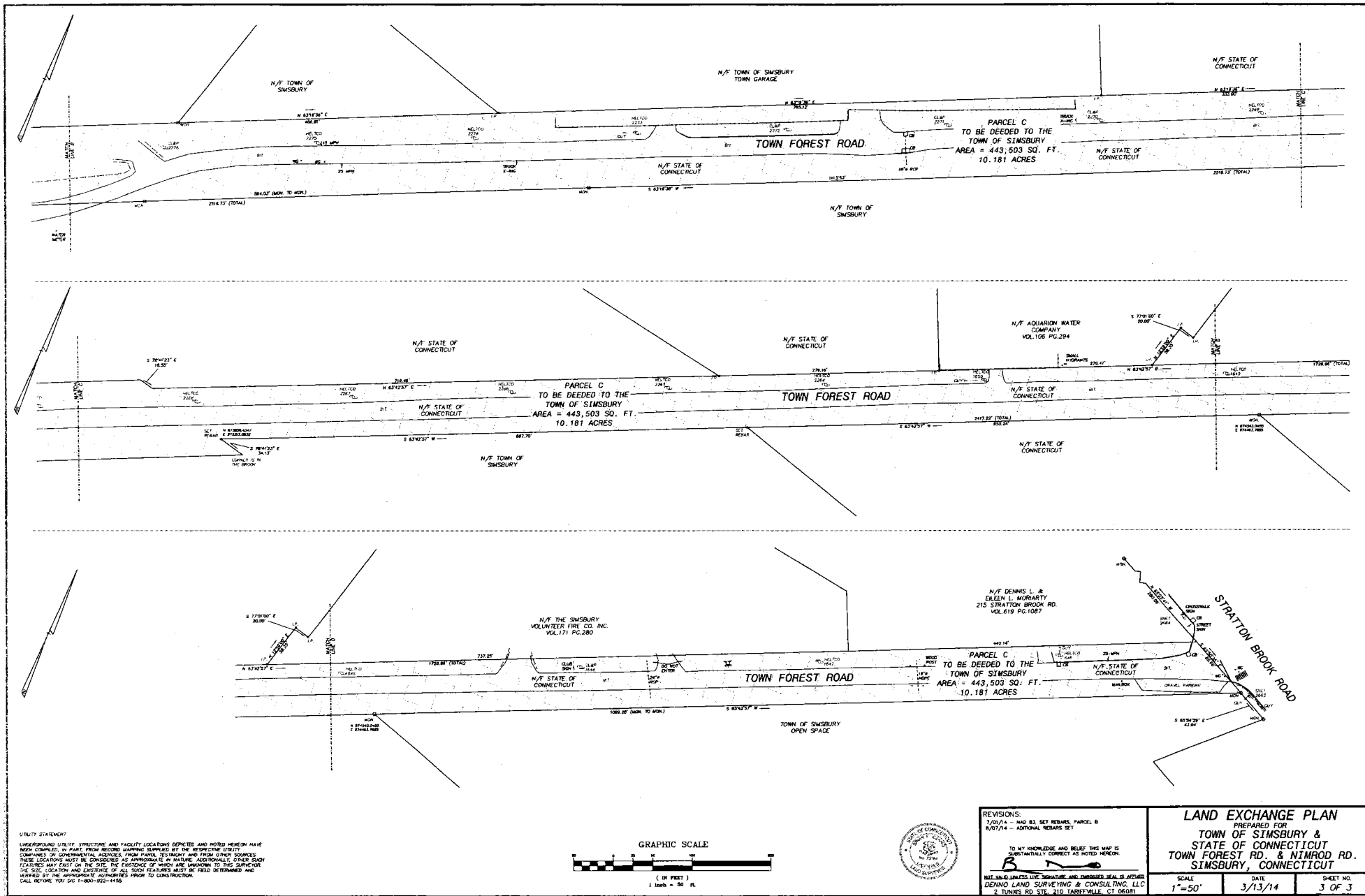
NOT VALID UNLESS USED IN CONNECTION WITH THE ORIGINAL SURVEYING RECORDS.
DENHIO LAND SURVEYING & CONSULTING, LLC
2 TUNNEY RD. STE. 210 TARTHEVILLE, CT 06081



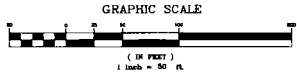
LAND EXCHANGE PLAN
PREPARED FOR
TOWN OF SIMSBURY &
STATE OF CONNECTICUT
TOWN FOREST RD. & NIMROD RD.
SIMSBURY, CONNECTICUT

SCALE 1"=50'
DATE 3/13/14
SHEET NO. 1 OF 3





UTILITY STATEMENT
 UNDERGROUND UTILITY STRUCTURES AND FACILITY LOCATIONS DEPICTED AND NOTED HEREON HAVE BEEN COMPILED, IN PART, FROM RECORDED MAPPING SUPPLIED BY THE RESPECTIVE UTILITY COMPANIES OR GOVERNMENT AGENCIES, FROM PUBLIC RECORDS, AND FROM OTHER SOURCES. THESE LOCATIONS MUST BE CONSIDERED AS APPROXIMATE IN NATURE. ADDITIONALLY, OTHER SHORT FEATURES MAY EXIST ON THE SITE THE EXISTENCE OF WHICH ARE UNKNOWN TO THIS SURVEYOR. THE SIZE, LOCATION AND EXTENT OF ALL SUCH FEATURES MUST BE FIELD DETERMINED AND VERIFIED BY THE APPROPRIATE AUTHORITIES PRIOR TO CONSTRUCTION.
 CALL BEFORE YOU DIG 1-800-922-4455



REVISIONS
 1/20/14 - NAD 83 SET REMAINS, PARCEL B
 8/27/14 - ADDITIONAL REMAINS SET
 TO MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.
 DENNO LAND SURVEYING & CONSULTING, LLC
 2 TURNER RD. STE. 310, HARTFORD, CT 06105

LAND EXCHANGE PLAN		
TOWN OF SIMSBURY & STATE OF CONNECTICUT TOWN FOREST RD. & NIMROD RD. SIMSBURY, CONNECTICUT		
SCALE 1"=50'	DATE 3/13/14	SHEET NO. 3 OF 3

Department of Energy and
Environmental Protection
Land Acquisition & Property
Management Division
79 Elm Street – 6th Floor
Hartford, CT 06106-5127

MUTUAL EXCHANGE DEED

This is a MUTUAL EXCHANGE DEED by and between the STATE OF CONNECTICUT, acting herein by Robert J. Klee, its COMMISSIONER OF ENERGY AND ENVIRONMENTAL PROTECTION, hereinafter called the “STATE,” and the TOWN OF SIMSBURY, a municipal corporation having its territorial limits within the County of Hartford and State of Connecticut, acting herein by Lisa L. Heavner, its First Selectman, hereinafter the “TOWN.”

WITNESSETH

WHEREAS, the parties are desirous of exchanging certain of their interests in land as hereinbelow set forth; and

WHEREAS, the parties hereto intend by this instrument to exchange a parcel of land owned by the STATE for two parcels of land owned by the TOWN, all of said land being hereinafter described and located entirely within the Town of Simsbury, County of Hartford, State of Connecticut.

NOW THEREFORE, in consideration for the premises recited herein and the sum of ONE DOLLAR (\$1.00), to each party hereto paid by the other, the receipt of which is hereby acknowledged, as well as other good and valuable considerations, the parties hereto, for themselves, their respective agents, successors, heirs, executors, administrators, and assigns, do hereby convey the following:

The STATE does hereby remise, release and forever Quitclaim unto the TOWN and unto its successors and assigns, with Quitclaim Covenants all the right, title, interest, claim and demand whatsoever as the STATE has or ought to have in and to a certain piece or parcel of land

2. Such rights and easements as may appear and to any state of facts which an inspection of the premises may show.
3. The TOWN agrees to maintain the road on the parcel as a town road allowing the general public to pass and repass. Further, the Town shall mark the pavement and provide signage indicating that the road is to be shared with bicyclists and pedestrians.

TO HAVE AND TO HOLD, the premises with all the appurtenances thereof, unto the said TOWN and unto its successors and assigns forever, to it and its own proper use and behoof, so that neither the STATE, nor any other person or persons in its name and behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

The TOWN does give, grant, bargain, sell and convey to the STATE and unto its successors and assigns, with Warranty Covenants, all the right, title, interest, claim and demand whatsoever the Town of Simsbury has or ought to have in and to two parcels of land and the improvements thereon, as shown on the herein referenced map, located in the Town of Simsbury, County of Hartford and State of Connecticut set forth in Schedule B and Schedule C attached hereto.

SAID PREMISES are conveyed subject to taxes to the Town of Simsbury as they shall become due and payable.

TO HAVE AND TO HOLD the premises, with all the appurtenances thereof, unto it, the said STATE, and unto its successors and assigns forever, to it and its own proper use and behoof, so that neither the TOWN nor any other person or persons in its name and behalf, shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

The TOWN agrees to be responsible for any recording fees incurred by either party to the Agreement.

STATE OF CONNECTICUT))
) SS: HARTFORD
COUNTY OF HARTFORD)

STATUTORY AUTHORITY
Connecticut General Statutes
Section 22a-25

APPROVED AS TO FORM:

George Jepsen
Attorney General

By: _____
Joseph Rubin
Associate Attorney General

Date: _____

SCHEDULE A

A CERTAIN PIECE OR PARCEL OF LAND SITUATED ON THE WESTERLY SIDE OF STRATTON BROOK ROAD, IN THE TOWN OF SIMSBURY, HARTFORD COUNTY, STATE OF CONNECTICUT AND SHOWN AS PARCEL C ON SHEETS 2 AND 3 OF A MAP ENTITLED "LAND EXCHANGE PLAN PREPARED FOR TOWN OF SIMSBURY & STATE OF CONNECTICUT TOWN FOREST RD. & NIMROD RD. SIMSBURY, CONNECTICUT" SCALE 1"=50' DATE 3/13/14, REVISED TO 8/7/14, DENNO LAND SURVEYING & CONSULTING. SAID PARCEL IS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING MONUMENT IN THE WESTERLY STREET LINE OF STRATTON BROOK ROAD MARKING THE NORTHEAST CORNER OF LAND NOW OR FORMERLY OF TOWN OF SIMSBURY OPEN SPACE AND THE SOUTHEASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE S 63° 42' 57" W ALONG LAND NOW OR FORMERLY OF TOWN OF SIMSBURY OPEN SPACE, A DISTANCE OF 1,099.28 FEET TO AN EXISTING MONUMENT;

THENCE CONTINUING S 63° 42' 57" W ALONG LAND NOW OR FORMERLY OF STATE OF CONNECTICUT, A DISTANCE OF 650.24 FEET TO A SET REBAR;

THENCE S 63° 42' 57" W ALONG LAND NOW OR FORMERLY OF TOWN OF SIMSBURY, A DISTANCE OF 667.70 FEET TO A SET REBAR;

THENCE S 78° 41' 23" E ALONG LAND NOW OR FORMERLY OF TOWN OF SIMSBURY, A DISTANCE OF 34.13 FEET TO A POINT;

THENCE S 63° 19' 36" W ALONG LAND NOW OR FORMERLY OF SAID TOWN OF SIMSBURY, A DISTANCE OF 1,113.53 FEET TO AN EXISTING MONUMENT;

THENCE CONTINUING S 63° 19' 36" W ALONG LAND NOW OR FORMERLY OF SAID TOWN OF SIMSBURY, A DISTANCE OF 564.03 FEET TO AN EXISTING MONUMENT;

THENCE CONTINUING S 63° 19' 36" W ALONG LAND NOW OR FORMERLY OF SAID TOWN OF SIMSBURY, A DISTANCE OF 839.17 FEET TO A POINT;

THENCE SOUTHWESTERLY IN A CURVE TO THE LEFT ALONG LAND NOW OR FORMERLY OF SAID TOWN OF SIMSBURY, SAID CURVE HAVING A RADIUS OF 1,273.03 FEET AND CENTRAL ANGLE OF 08° 13' 53", A DISTANCE OF 182.89 FEET TO A POINT;

THENCE SOUTHWESTERLY IN A CURVE TO THE LEFT ALONG LAND NOW OR FORMERLY OF SAID TOWN OF SIMSBURY, SAID CURVE HAVING A RADIUS OF 1,383.19 FEET AND CENTRAL ANGLE OF 08° 35' 10", A DISTANCE OF 207.28 FEET TO A SET REBAR;

THENCE N 43° 29' 27" W ALONG LAND NOW OR FORMERLY OF STATE OF CONNECTICUT, A DISTANCE OF 99.00 FEET TO A SET REBAR;

THENCE NORTHEASTERLY IN A CURVE TO THE RIGHT ALONG LAND NOW OR FORMERLY KNOWN AS NIMROD ROAD, SAID CURVE HAVING A RADIUS OF 1,482.19

THENCE CONTINUING N 63° 19' 36" E ALONG LAND NOW OR FORMERLY OF TOWN OF SIMSBURY, A DISTANCE OF 406.81 FEET TO AN EXISTING IRON PIPE;

THENCE CONTINUING N 63° 19' 36" E ALONG LAND NOW OR FORMERLY OF TOWN OF SIMSBURY TOWN GARAGE, A DISTANCE OF 765.12 FEET TO AN EXISTING IRON PIPE;

THENCE CONTINUING N 63° 19' 36" E ALONG LAND NOW OR FORMERLY OF STATE OF CONNECTICUT, A DISTANCE OF 333.00 FEET TO A POINT;

THENCE S 78° 41' 23" E ALONG LAND NOW OR FORMERLY OF SAID STATE OF CONNECTICUT, A DISTANCE OF 18.55 FEET TO A POINT;

THENCE N 63° 42' 57" E ALONG LAND NOW OR FORMERLY OF SAID STATE OF CONNECTICUT, A DISTANCE OF 719.46 FEET TO AN EXISTING IRON PIPE;

THENCE CONTINUING N 63° 42' 57" E ALONG LAND NOW OR FORMERLY OF STATE OF CONNECTICUT, A DISTANCE OF 279.16 FEET TO AN EXISTING IRON PIPE;

THENCE CONTINUING N 63° 42' 57" E ALONG LAND NOW OR FORMERLY OF AQUARION WATER COMPANY, A DISTANCE OF 270.41 FEET TO AN EXISTING IRON PIPE;

THENCE CONTINUING N 63° 42' 57" E ALONG LAND NOW OR FORMERLY OF THE SIMSBURY VOLUNTEER FIRE CO. INC., A DISTANCE OF 737.25 FEET TO A POINT;

THENCE CONTINUING N 63° 42' 57" E ALONG LAND NOW OR FORMERLY OF DENNIS L. & EILEEN L. MORIARTY, A DISTANCE OF 442.14 FEET TO A POINT IN THE WESTERLY STREET LINE OF STRATTON BROOK ROAD;

THENCE S 65° 50' 35" E ALONG SAID WESTERLY STREET LINE OF STRATTON BROOK ROAD, A DISTANCE OF 85.60 FEET TO THE PLACE AND POINT OF BEGINNING. SAID PARCEL CONTAINS 443,503 SQ. FT. OR 10.181 ACRES

SCHEDULE B

A CERTAIN PIECE OR PARCEL OF LAND SITUATED ON THE WESTERLY SIDE OF NIMROD ROAD, IN THE TOWN OF SIMSBURY, HARTFORD COUNTY, STATE OF CONNECTICUT AND SHOWN AS PARCEL A ON SHEET 1 OF THE MAP REFERENCED IN SCHEDULE A. SAID PARCEL IS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIPE MARKING THE NORTHEAST CORNER OF LAND NOW OR FORMERLY OF WINTHROP JR. & MARLENE WADSWORTH AND THE NORTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE S 13° 25' 24" W ALONG LAND NOW OR FORMERLY OF WINTHROP JR. & MARLENE WADSWORTH AND STATE OF CONNECTICUT MASSACOE STATE FOREST PARTLY BY EACH, A DISTANCE OF 288.24 FEET TO AN EXISTING IRON PIPE;

THENCE S 77° 27' 56" E ALONG LAND NOW OR FORMERLY OF TOWN OF SIMSBURY "PARCEL B", A DISTANCE OF 385.00 FEET TO A SET REBAR;

THENCE N 17° 22' 29" W ALONG THE WESTERLY STREET LINE OF NIMROD ROAD, A DISTANCE OF 330.27 FEET TO A SET REBAR;

THENCE N 76° 49' 46" W ALONG LAND NOW OR FORMERLY OF THE TOWN OF SIMSBURY, A DISTANCE OF 172.42 FEET TO THE PLACE AND POINT OF BEGINNING. SAID PARCEL CONTAINS 73,743 SQ. FT. OR 1.693 ACRES;

SAID PARCEL CONTAINS 73,743 SQ. FT. OR 1.693 ACRES.

SCHEDULE C

A CERTAIN PIECE OR PARCEL OF LAND SITUATED ON THE WESTERLY SIDE OF NIMROD ROAD, IN THE TOWN OF SIMSBURY, HARTFORD COUNTY, STATE OF CONNECTICUT AND SHOWN AS "PARCEL B" ON SHEET 2 OF A MAP ENTITLED "LAND EXCHANGE PLAN PREPARED FOR TOWN OF SIMSBURY & STATE OF CONNECTICUT TOWN FOREST RD. & NIMROD RD. SIMSBURY, CONNECTICUT" SCALE 1"=50' DATE 3/13/14 REVISED TO 8/07/14, SAID PARCEL IS MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A SET REBAR IN THE WESTERLY STREET LINE OF NIMROD ROAD MARKING THE SOUTHEAST CORNER OF LAND NOW OR FORMERLY OF TOWN OF SIMSBURY "PARCEL A" AND THE NORTHEASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE N 77° 27' 56" W ALONG LAND NOW OR FORMERLY OF TOWN OF SIMSBURY "PARCEL A", A DISTANCE OF 385.00 FEET TO AN EXISTING IRON PIPE;

THENCE S 13° 13' 32" W ALONG LAND NOW OR FORMERLY OF STATE OF CONNECTICUT MASSACOE STATE FOREST, A DISTANCE OF 411.62 FEET TO AN EXISTING CSF MARKER #77;

THENCE S 80° 18' 34" E ALONG LAND NOW OR FORMERLY OF SAID MASSACOE STATE FOREST, A DISTANCE OF 465.17 FEET TO AN EXISTING CSF MARKER #88;

THENCE S 10° 30' 50" W ALONG LAND NOW OR FORMERLY OF SAID MASSACOE STATE FOREST, A DISTANCE OF 506.52 FEET TO A SET REBAR;

THENCE NORTHEASTERLY IN A CURVE TO THE RIGHT ALONG LAND NOW OR FORMERLY OF STATE OF CONNECTICUT, SAID CURVE HAVING A RADIUS OF 1482.19 FEET AND CENTRAL ANGLE OF 13° 25' 56", A DISTANCE OF 347.48 FEET TO A SET REBAR;

THENCE N 03° 32' 01" W ALONG THE WESTERLY STREET LINE OF NIMROD ROAD, A DISTANCE OF 32.43 FEET TO A SET REBAR;

THENCE NORTHERLY IN A CURVE TO THE RIGHT ALONG THE WESTERLY STREET LINE OF NIMROD ROAD, SAID CURVE HAVING A RADIUS OF 115.00 FEET AND CENTRAL ANGLE OF 25° 54' 13", A DISTANCE OF 44.45 FEET TO A SET REBAR;

THENCE NORTHERLY IN A CURVE TO THE RIGHT ALONG THE WESTERLY STREET LINE OF NIMROD ROAD, SAID CURVE HAVING A RADIUS OF 995.00 FEET AND CENTRAL ANGLE OF 16° 54' 00", A DISTANCE OF 293.49 FEET TO A SET REBAR;

THENCE N 07° 33' 23" W ALONG THE WESTERLY STREET LINE OF NIMROD ROAD, A DISTANCE OF 117.37 FEET TO A SET REBAR;

THENCE NORTHERLY IN A CURVE TO THE LEFT ALONG THE WESTERLY STREET LINE OF NIMROD ROAD, SAID CURVE HAVING A RADIUS OF 925.00 FEET AND CENTRAL ANGLE OF 06° 31' 19", A DISTANCE OF 105.29 FEET TO A SET REBAR;

THENCE N 14° 04' 43" W ALONG THE WESTERLY STREET LINE OF NIMROD ROAD, A DISTANCE OF 69.48 FEET TO THE PLACE AND POINT OF BEGINNING.

SAID PARCEL CONTAINS 216,874 SQ. FT. OR 4.979 ACRES.

**PLANNING COMMISSION MINUTES
APRIL 28, 2015
REGULAR MEETING**

I. CALL TO ORDER

Chairman Ferg Jansen called the meeting to order at 7:00 p.m. in the Simsbury Town Offices, Main Meeting Room, at 933 Hopmeadow Street. The following members were also present: Alan Needham, Gary Lungarini, William Rice, Robert Kulakowski, Mark Drake, and Ron Locandro, Jr. Also in attendance were Hiram Peck, Director of Planning, Janis Prifti, Commission Clerk, and other interested parties. Chairman Jansen thanked Chris and SCTV for taping the meeting.

II. SEATING OF ALTERNATES AS NECESSARY

Chairman Jansen seated Commissioner Locandro to serve for Kevin Prell.

III. DISCUSSION AND POSSIBLE ACTION ON ANY AGENDA ITEM, INCLUDING:

a. CGS 8-24 referral on the Fiscal Year 2016 Capital Improvement Plan

The Business Manager of Simsbury Public Schools, Burke LeClair, reviewed proposed projects, including: 1) Distinct network infrastructure spending of \$200,000 for all 7 schools and Town Hall, including server replacement and additional wireless access points; 2) 24,400 sq. ft. roof replacement project at Central School estimated at \$770,000, including a grant process this year and next for partial State reimbursement; and 3) a climate control project focused on local areas in each school building, as determined by engineering consultants, utilizing a ductless split system similar to other building areas and necessary electrical upgrades. The Commissioners noted that the proposed Resolution discussed two BOE projects but not the server project; Town Staff believed any projects not included in the Resolution would be paid for from fund balance, and indicated clarification would be provided.

The Town Engineer, Jeff Shea, reviewed the 2016 Town Projects, including:

1) The Simsbury Farms Improvement Project for the pool and rink facilities, including life cycle replacement of the rink refrigeration unit following an engineering evaluation, warming center reconstruction for the rink due to uncomfortable moisture, and multiple pool renovations with replacement of mechanical devices, components, and miscellaneous equipment and improvements made at an estimated cost of \$1.1 Million in a 1-year timeframe.

2) The Park Improvement Project for multiple Town park facilities replacing/repairing

SUBJECT TO VOTE OF APPROVAL

equipment and facilities, a lightning protection warning system, memorial pool reconstruction, construction of the planned new basketball facilities at Simsbury Farms, and replacement at some facilities of wood chip surfaces with rubber surfaces in a multi-year project with \$508,000 in year 1 and \$287,000 in 2020.

3) The Open Space Planning and Improvements Project focused in the 1st year primarily on Ethel Walker Woods to improve public access/safety, signage, making trails in part handicapped accessible, improving parking facilities, removal of invasive species and hazardous trees; other funding in out years may include 1 Old Bridge Road, further open space master planning, and additional improvements to Ethel Walker Woods; funding for 2016 is \$145,000.

4) The Weatogue Planning and Rte. 10 Code Improvement Project which developed from the Rte. 10 Corridor Study for potential rezoning and study of the Weatogue area with integrated traffic improvements to encourage market development, similar to the Center Charrette; this 2-year project would require funding of \$57,000 in year 1 from fund balance.

5) The Highway Salt Shed Replacement Project was recommended by Staff to be accelerated in order to be in compliance with salt storage requirements and get it built prior to next winter to provide storage of adequate tonnage of salt; current storage is about 1/3 of what is needed and structure conditions require replacement.

6) Municipal Building Renovations to revise space needs, review energy systems, propose renovations, and determine costs for out years; in the 1st year \$50,000 from fund balance would be for planning/design services; additional design services in 2018 with construction anticipated in 2019 with a placeholder of \$4.6 Million to renovate the building.

7) Dam Evaluation and Repairs for 5 dams owned by the Town; recent regulations now require the Town to inspect the dams and perform any emergency repairs; \$145,000 is budgeted as a placeholder for potential dam repair.

8) Public Works Complex Infrastructure Improvement Project for multiple projects aggregated to effect infrastructure and new facilities, including a planned truck wash facility under construction this year with electric, water, and gas services, as well as a general facility upgrade; in out years, installation of a fire suppression system with additional water is proposed for the vehicle storage garage due to significant potential replacement costs in a fire-related event; other components include generator installation with one donated from Ethel Walker School requiring re-circuiting the public works yard allowing the facility to fully operate as an emergency facility; a completed public works yard sewer connection to Longview Drive pump station for the truck wash; bringing natural gas down Town Forest Road to convert from propane at the public works yard; and out year ongoing items include roof replacement/repair, sprinklers, general storm drainage and security gate improvements. The Town Engineer confirmed there are recently upgraded above-ground diesel and gasoline facilities onsite.

9) Town Hall Site and Safety Improvements for review of the entire site for safety improvements,

SUBJECT TO VOTE OF APPROVAL

including Rte. 10 pedestrian crossings and vehicle access points to better affect traffic movement; there is a funded parking repaving project; the Police Department has requested additional security safety in the rear for the emergency generator area with potential construction of a retaining wall for additional storage; moderately upgraded landscaping; replacing the onsite maintenance garage to accommodate storage of plow/lawn equipment and provide additional storage; \$45,000 is anticipated for year 1 for planning/design services and \$385,000 in year 2.

10) Portable Generator/Generator Infrastructure Project to purchase a portable generator that can be used at various facilities to provide emergency power; during Hurricane Irene the emergency generator at Town Hall was close to failure and with the emergency operations center at Town Hall this would provide a secondary generator source by re-circuiting for a portable outlet with the generator able to be used at other facilities too, splitting costs between entities, with re-circuiting required at the Library and Eno. The 100 kW. generator at the public works yard will be sent to the Parks Department for emergency maintenance power. The cost in year 1 would be \$80,000 for 1/2 the portable generator cost from fund balance and another \$80,000 from sewer use bonds; the Town Engineer will clarify the funding, and if it is an 8-24 referral, they will return to the Commission.

11) Project Planning Fund established for capital projects not yet approved to meet the need of environmental investigations, surveys, permit evaluations and conceptual studies, to better refine program projects found not to be at the correct funding level during the year in order to make funding adjustments and refine scopes/costs; year 1 would be \$28,000 and \$25,000 in the out years with funding paid from fund balance.

12) Various Drainage Improvements for funding to determine correct drainage road rehabilitation with some specific significant drainage projects identified; the cost for 2016 would be \$175,000 and in 2018 would be \$125,000.

13) Sewer Main Extensions providing for extensions to sanitary sewers, as the need arises, due to failure of systems or for individual service with some projects identified; the cost would be paid for by sewer use fees.

14) Inline Grinder and Screen Replacement with one completed for the plant and this would finish the second replacement providing more effective screening; the cost would be paid for by sewer use fees.

15) Hopmeadow/Center Area Sewer Repairs to investigation one of the oldest sewers in Town with possible spot repairs and to determine the need for future replacement; the cost for year 1 would be \$135,000 with funding in the out years should sewer replacement be needed.

16) The West Mountain Road Area Sewer Interceptor - Design to provide a feasibility and cost study to determine how many pump stations and facilities are required to serve the area; funding would likely be from sewer use funds with out year funding for final design, if required.

17) Portable Generator Project for the other 1/2 of the expense paid for by sewer use funds.

18) Portable Six-Inch Dri-Prime Pump replacing an existing bypass pump used frequently for collapse in sewer lines and bypasses necessary during maintenance at pump stations; the cost would be paid for by sewer use fees.

The Commissioners and Town Staff discussed what CIP projects should be included in the Resolution. The Commissioners noted that the Senior Center Project has not been approved for inclusion in the May budget process; the * indicates projects that have to go to referendum because they are over 1% of the total budget amount.

Commissioner Rice made a motion to return a positive referral to the Board of Selectmen consistent with the Draft Resolution of the Planning Commission considering the projects that are listed in that Draft Resolution, but in addition to those projects add the Weatogue Planning Study, Project Planning Funds, Portable Generator, and Municipal Building Improvements for the Town Hall; under the Water Pollution Controls Project List, add West Mountain Road Interceptor, the Portable Generator, and the Dry Prime Pump; and under Board of Education Projects add the Network Infrastructure Upgrade.

Commissioner Kulakowski seconded the motion, and it was passed unanimously.

- b. CGS 8-24 referral from the Board of Selectmen regarding the Proposed Mutual Exchange of Property with the State of Connecticut for Town Forest Road in Connection with gas line installation

The Town Engineer indicated that during the process of acquiring gas service for the public works yard and Tootin Hill Road, it was discovered that Town Forest Road was State land acquired through the railroad right of way acquisition. In order to install the natural gas, a land swap was proposed to DEEP to exchange 2 parcels of about 6.5 acres of Town land contiguous to Massaco State Forest for about 10-acres of Town Forest Road from Nimrod Road to Stratton Brook Road; the gas line would be installed from Stratton Brook Road and also benefit Tootin Hills School; gas facilities are typically allowed to locate within a public right of way at no cost to the Town; and signage and markings were approved by the State to assure vehicles yield to pedestrians in this area with trails connecting Town Forest Road to wooded areas.

Commissioner Kulakowski made a motion to accept the proposal, as written, with a positive referral to the Board of Selectmen.

Commissioner Locandro seconded the motion, and it was passed unanimously.

IV. APPROVAL OF MINUTES of April 14, 2015

On Line 88, the number "3%" is revised to "3.1%", and the words "of the required 10%" are

SUBJECT TO VOTE OF APPROVAL

inserted following "3.1%".

On Line 92, the word "affordable" is changed to "work force".

Commissioner Rice made a motion to approve the April 14, 2015 minutes, as amended.

Chairman Jansen seconded the motion, and it was passed unanimously.

The Chairman noted a planned discussion for the next meeting regarding work force vs. affordable housing.

The Commissioners agreed to have the Chairman invite the Town Attorney to a meeting to review the relationship between commissions and clarify responsibilities; in preparation, the Chairman suggested Commissioners read the Middletown conference short-form material.

V. ADJOURNMENT

Commissioner Locandro made a motion to adjourn the meeting at 8:15 p.m.

Commissioner Drake seconded the motion, and it was passed unanimously.

Mark Drake, Secretary



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Accept a Donation From Peter Prowda for Improvements at the Simsbury Farms Golf Course
2. **Date of submission:** May 5, 2015
3. **Date of Board Meeting:** May 11, 2015
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:

Accept the donation of \$7,500 from Peter Prowda for tree re-planting and other improvements at the Simsbury Farms Golf Course.

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.):

Mr. Prowda has approached the Town about making a very generous donation toward tree re-planting and other related improvements at the Simsbury Farms Golf Course. Mr. Prowda is a long-time resident of Simsbury and a regular player at Simsbury Farms.

Over the years, many trees that were part of the Orkil Farms orchard have died or are deteriorating. The trees were an important part of the original design of the course and their loss has created a void on the course.

Mr. Prowda has generously offered to donate toward the re-planting of many trees which will help restore the character of the original layout. It should also be noted that Mr. Prowda made a similar donation 10 years ago that resulted in a great enhancement to the course.

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

Mr. Prowda would like to donate \$7,500 toward the tree planting and other improvements as agreed upon with the staff. Town staff will oversee the work on the course.

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.



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Accept a Donation from the Simsbury Farms Men's Golf Club for the Purchase of a Brush Unit for the Simsbury Farms Golf Course maintenance operation.
2. **Date of submission:** May 5, 2015
3. **Date of Board Meeting:** May 11, 2015
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:

Accept the donation of \$3,477 from the Simsbury Farms Men's Golf Club for the purchase of a brush unit to assist the maintenance operation at the Simsbury Farms Golf Course.

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 Simsbury Farms Men's Golf Club has donated to many improvements at the golf course over the years. They approached Course Superintendent Mike Wallace earlier this year and inquired about contributing to any equipment or improvements. Mike suggested a brush unit that would assist in the topdressing program that is done

periodically on the greens. This unit will save on time and assist in making the operation more efficient.

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

The Men's Club would like to donate \$3,477 toward the purchase of a brush unit to assist in the topdressing program performed by the golf course maintenance staff.

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:

E-mail from Men's Club President Bill Abramczyk confirming the approval of funding for the brush unit.

Approval for the funding of new brush unit

wabramczyk@comcast.net

Sent: Wednesday, April 29, 2015 1:10 PM

To: Wetjen, Gerald [g.wetjen@comcast.net]

Cc: Wallace Mike; Boothby, Art [aboorthby9@gmail.com]; Coderres, Jeff [coderres@aol.com]; Philo, Marc [marc.philo@gmail.com]; Werk, Greg [gwerk@northgatetechnologies.net]; Waggoner, Andy [awaggoner@me.com]; Christensen, Robert [christensenrobert10@yahoo.com]; Gillis, Mike [mjrg45@gmail.com]; Hess, Steve [srh153@comcast.net]; Zurinkas, Reginald [regzurinkas@att.net]; Toner Gerard

Gerry/Mike, The Simsbury Farms Men's Club has approved the funding of the new Brush unit as requested. Please let us know who to make the check out to.

Bill Abramczyk

860-217-1573

860-836-5754 cell



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Public Gathering Permits – Recommendation for Approval
2. **Date of submission:** May 5, 2015
3. **Date of Board Meeting:** May 11, 2015
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 Public Gathering Applications for the June 20 Journey of Yoga Summer Solstice Event on the Flower Bridge and Party at the PAC on May 29.

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 Journey of Yoga has requested to hold their second annual Summer Solstice Wellness event on the Flower Bridge on June 20 from 7:00 a.m. to 1 p.m. A description of the event is attached. There will not be any police coverage required for the event and all required approvals have been secured.

PAC Manager Tom Vincent has submitted an application for a "Party at the PAC" on May 29. There are still approvals pending and the Police Department may require an extra duty officer.

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

NA – They will pay the Flower Bridge Committee for any water use, and be required to contract for trash removal and rental of portolets.

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:

E-mail from Melody Hillman summarizing the event.

Wellness event on the Flower Bridge

MELODY [hillman79@comcast.net]

Sent: Thursday, April 23, 2015 12:19 PM**To:** Toner Gerard

Gerry,

Per our conversation the other day, I just wanted to touch base with you regarding a repeat of the summer solstice wellness event that Journey of Yoga held on the flower bridge last summer. We are planning on it being very similar to last year, with the exception of the length of time. This time we are planning on ending much earlier in the day.

We will offer free Yoga classes on the bridge from 8 am-noon, as well as a few Stand up paddle board classes in the water and kids yoga classes in the grass. I have reached out to the Varsity crew coach to get her permission to use the crew dock, and am waiting to hear back from her.

In addition to the classes, last year we had a few food and goods vendors there as well. While it was well attended last year, there wasn't so much traffic that we needed police presence or anything. Orange cones that we borrowed from the Simsbury public works were enough and much appreciated.

The date and time frame that we are looking at this year is Saturday June 20 from 7 am to 1 pm. Please advise as far as what we will need to do in the way of making sure all necessary permits etc are in place. Let me know what more information you may need from me, I'm happy to help the process along however I can.

Thanks so much for your help, we appreciate it!

Melody Hillman
860-617-6264



May 7, 2015

Simsbury Board of Selectmen
Town of Simsbury
PO Box 495
Simsbury, CT 06070

The Simsbury Performing Arts Center, Inc. has worked with a new promoter, Donnell-Benjamin to present a new format, lower attendance concert. The first of these concerts is planned for May 29th and features the local performers, Preiser & O'Brien. Preiser & O'Brien have been most popular band at SeptemberFest for many years.

The format is a nightclub setup with tables and chairs and dance floor. There will be some attractive walls and displays. The concert will take place within the stone wall at the SMPAC, and it is expected to draw 500 to 1,000 attendees.

The availability of the date at the SMPAC and with Preiser & O'Brien is an important consideration, and that is why we are asking that the BOS approve the public gathering permit subject to the satisfaction of the other approvers with the public gathering permit.

We, the Simsbury PAC Board, believe this opportunity represents a new, low impact, yet profitable, concert format. The Simsbury PAC Board will sell beer and wine at this event.

Thank you for your consideration of this fast-happening opportunity.

Sincerely yours,

A handwritten signature in blue ink that reads "David R. Ryan".

David R. Ryan
President

Cc: Simsbury PAC, Inc. Board



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Proposed Department Advertising and Sponsorship Plan - Recommendation for Approval
2. **Date of submission:** May 5, 2015
3. **Date of Board Meeting:** May 11, 2015
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 proposed advertising and sponsorship plan for the Culture, Parks and Recreation Department.

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 Culture, Parks and Recreation Commission reviewed and discussed the attached marketing plan. They felt that it created an excellent opportunity for local businesses to advertise, as well as adding a revenue source for the Department. The Commission unanimously approved the plan and asked that it be sent to the Town Attorney for his

review and recommendation. The following is contained in the Department's facility advertising policy and will apply to this program:

- a.) Advertising opportunities are available to any local or national business, non-profit, or government agency that have, or wish to have a presence in Simsbury. Acceptance of an ad does not imply any type of endorsement by the Town of Simsbury. Advertising opportunities will not be extended to any organization whose mission or goal(s) is in conflict with the Culture, Parks and Recreation Department's mission statement.
- b.) Advertisers will not be considered whose product or service promotes, encourages or gives reference to drugs, alcohol, sexual content, tobacco, firearms, or any product or service that the CPRC and/or Board of Selectmen (BOS) find offensive. The Town reserves the right to reject any ad content that it deems objectionable. The Town may reject any advertiser who is involved in pending litigation with the Town, or who has a pending land use application with the Town.
- c.) Political advertising of any kind will not be permitted.

Attorney Decrescenzo reviewed the plan and approved it subject to the final approval of the Board of Selectmen

Data Processing Manager Rick Bazzano has also reviewed the plan and his memo is attached.

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

The marketing plan will only have a positive financial impact, and will help enhance department revenues.

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:

Simsbury Culture, Parks and Recreation Advertising and Sponsorship Opportunities

Memo from Rick Bazzano regarding website security



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Richard P. Bazzano, Data Processing Manager

To: Gerard Toner
From: Rick Bazzano
Date: May 5, 2015
Subject: Advertising on Simsbury Culture, Parks and Recreation website

Good Morning Gerry,

Per our review and discussions of Simsbury Culture, Parks and Recreation's intention to provide an advertising presence on their websites – www.simsburyrec.com and www.simsburyfarms.com, by solely providing "hyperlinks" and Advertisers' graphics on these sites, we will not be jeopardizing security levels of the sites. It is recommended, that these advertising hyperlinks will be opened using another tab (window) within the Browser to provide the user with continued browsing of the recreational web site after visiting the Advertisers' site.

Thank you for the time and discussion today and good luck with your new initiative.

Rick

Telephone (860) 658-3281
Facsimile (860) 658-3206

rbazzano@simsbury-ct.gov
<http://www.simsbury-ct.gov/>

An Equal Opportunity Employer
8:30 a.m. - 7:00 p.m. Monday
8:30 a.m. - 4:30 p.m. Tuesday thru Thursday
8:30 a.m. - 1:00 p.m. Friday

INTERESTED?

If you are interested in advertising with the Simsbury Culture, Parks & Recreation Department, sponsoring a special event, or would simply like more information, please contact us in one of the following manners:

Gerard Toner, Director

860-658-3836

gtoner@simsbury-ct.gov



Simsbury Culture, Parks & Recreation Department
100 Old Farms Road
PO Box 495
Simsbury, CT 06070

Phone: 860-658-3836
Fax: 860-408-9283
E-mail: gtoner@simsbury-ct.gov

SIMSBURY CULTURE, PARKS & RECREATION DEPARTMENT



ADVERTISING & SPONSORSHIP OPPORTUNITIES

**Reach Your Target
Market With Us!**

A QUARTER MILLION WAYS TO REACH YOUR TARGET MARKET *

Simsbury Culture, Parks & Recreation Department is seeking businesses to partner with us in an innovative sponsorship and advertising platform. This pamphlet will outline some opportunities that we have to offer for advertising space and community outreach. We have a unique avenue for your group to place its brand in the Simsbury Community and close surrounding areas.

Our most visible assets are the Simsbury Farms Recreation Complex, Simsbury Farms Golf Course and their respective websites, and our social media presence. It is our hope to establish a partnership with your business that will suit your marketing and community outreach goals as well as help subsidize our recreation department program and event offerings.

* 250,000 page views per year through www.simsburyrec.com and www.simsburyfarms.com

ABOUT SIMSBURY

- Population of over 23,000
- Educational attainment of nearly double the state average
- Median income that is 60% higher than the state average

Simsbury's population can mean big things to many businesses, if your message gets delivered. Simsbury Culture, Parks & Recreation delivers you the opportunity to reach key segments of your target demographic in a concentrated fashion, through:

- Websites with 250,000 page views per year
- 40 athletic fields, tennis courts and paddle courts used year round
- 3,000 acres of parks and open space
- Public Golf Course with 37,000 rounds played annually

ADVERTISING OPPORTUNITIES

Simsbury Farms Gold Sponsor \$6,500 annually

Benefits of Gold Sponsorship:

- 2"x2" 150 pixel ad on www.simsburyrec.com (Recreation Department site)
- 2"x2" 150 pixel ad on www.simsburyfarms.com (Golf Course site)
- Full color 3' x 6' Ice Rink advertisement

Simsbury Recreation Sponsor \$4,000 annually

Benefits of Recreation Sponsorship:

- 2"x2" 150 pixel ad on www.simsburyrec.com (Recreation Department site)
- Full color 3' x 6' Ice Rink advertisement

Simsbury Farms Golf Course Sponsor \$3,000 annually

Benefits of Golf Sponsorship:

- 2"x2" 150 pixel ad on www.simsburyfarms.com (Golf Course site)
- Full color 3' x 6' Ice Rink advertisement

Simsbury Recreation Skating Sponsor \$500 annually

Benefits of Skating Sponsorship:

- Full color 3' x 6' Ice Rink advertisement

SPONSORSHIP OPPORTUNITIES

Special Events Sponsorship:

- Opportunity to sponsor one or more of a variety of special events that are offered throughout the year.
- Individual Special Event sponsorships: These are determined on a case by case basis in regard to the different kinds of special events. A single event sponsorship can range from \$500.00 - \$5,000.00
- Current Special Events offered: Family Day (July), Halloween Trunk or Treat (October), Holiday Skating Party (December), Staff Appreciation Night (Summer)



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Submission of Simsbury Main Street proposal to design and produce new marketing materials.
2. **Date of submission:** May 7, 2015
3. **Date of Board Meeting:** May 11, 2015
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):**
Nancy Haase, EDTF Chairman for the EDTF.
Hiram Peck - support staff for EDTF and the Business Development Committee
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:

BOS is requested to approve the Simsbury Main Street Partnership proposal for the production (design and printing) of new marketing materials for the sum not to exceed \$15,493.
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.):**
 - i. The EDTF Marketing Committee has worked on the subject proposal to produce the subject new marketing materials. The submitted (attached) proposal was approved at its last meeting on April 21, 2015.

- ii. The whole EDTF has reviewed and approved the attached proposal.
- iii. The financial exposure is eliminated by the fact that the agreement amount has been allocated under part of the EDTF budget allocation.
- iv. Any EDTF member associated with performing this work has recused themselves from any involvement with approving or speaking to this agreement.

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

The adoption of this proposal is very likely to result in significant positive impact of the Town's available marketing materials and marketing efforts.

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:

- 1. Copy of the proposal for producing the revised marketing materials.

Revise Simsbury Brand

Simsbury Main Street Partnership Inc. developed a new brand and tagline for the Town of Simsbury in 2007. This was done through a combination of federal, state and local grants matched with private dollars. As part of a nationwide search, SMSP hired Dornenburg Advertising (now DKA) to create this brand among the many stakeholders in town.

There now seems to be an interest in updating the brand to reflect our competitive advantage eight years later. If that is accurate, the revised brand would consist of:

- Revise the existing tagline to fit with the new economic development efforts.
- Revise and recreate folder, 4 brochures (school, history, local businesses and outdoor activities) including new maps and revised copy
- Supervise printing
- Revise color and other brand tools to project a lighter, more contemporary feel
- Create new brand standards as an ongoing reference, especially regarding regular website updates

Project Objectives and Scope of Work:

- Printing:
 - 1500 pocket folders on 100# Montauk Gloss Cover \$2228
 - 1500 map slim jims on 100# Montauk Gloss Text \$1267
 - 1500 of 2 slim jims plus 1500 tri fold brochures \$1998
 - 3 pieces printed at same time)

Total printing: \$5493
- Design Services
 - Stakeholder meetings 3 hours \$1800
 - Preparation, meeting time and follow up
 - Update brand and brand guide \$4000
 - Copy, art and print production \$3000
 - Meeting and project management \$1200

Total design: \$10,000

Total for revised brand through SMSP: \$15,493



Town of Simsbury

66 Town Forest Road, P.O. Box 495, Simsbury, Connecticut 06070

~ Department of Public Works ~

BOARD OF SELECTMEN MEETING **AGENDA SUBMISSION FORM**

1. **Title of submission:** Approval for a High Tunnel at Community Farm

2. **Date of submission:** April 30, 2015

3. **Date of Board Meeting:** May 4, 2015

4. **Individual or Entity making the submission:**

Thomas J. Roy, P.E.

5. **Action requested of the Board of Selectmen:**

Approve a high tunnel on the community farm behind the landfill, subject to Town Counsel approval as to form of sublease and license and subject to all Town land use approvals.

6. **Summary of Submission:**

Farmer, Ben Harris of Root Down Farm is currently leasing 2.5 acres at the Community Farm behind the landfill. He would like to erect a high tunnel on the land. A high tunnel is a temporary unheated greenhouse which he will use for season extension.

All construction would be in accordance with applicable Zoning and Building Code requirements.

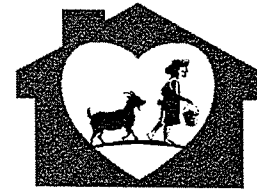
7. **Financial Impact:**

Increase production at the Farm and allow new and emerging farmers the ability to complete the Incubator Farmer Program and then rotate to larger pieces of land to continue farming.

8. **Description of documents included with submission:**

Letter from Diana Goode, Executive Director of Gifts of Love & Community Farm of Simsbury. Picture of High Tunnel.

April 24, 2015



Gifts of Love &
Community Farm
of Simsbury

Ms. Lisa Heavner
First Selectman
933 Hopmeadow Street
Simsbury CT 06070

Dear Lisa,

We are seeking approval for a high tunnel to be erected at the Community Farm of Simsbury.

We currently have a farmer, Ben Harris of Root Down Farm, leasing 2.5 acres at the Community Farm of Simsbury behind the land fill. He is interested in erecting a high tunnel on the land. A high tunnel is a temporary unheated greenhouse which he will use for season extension. A photo of the high tunnel is also included.

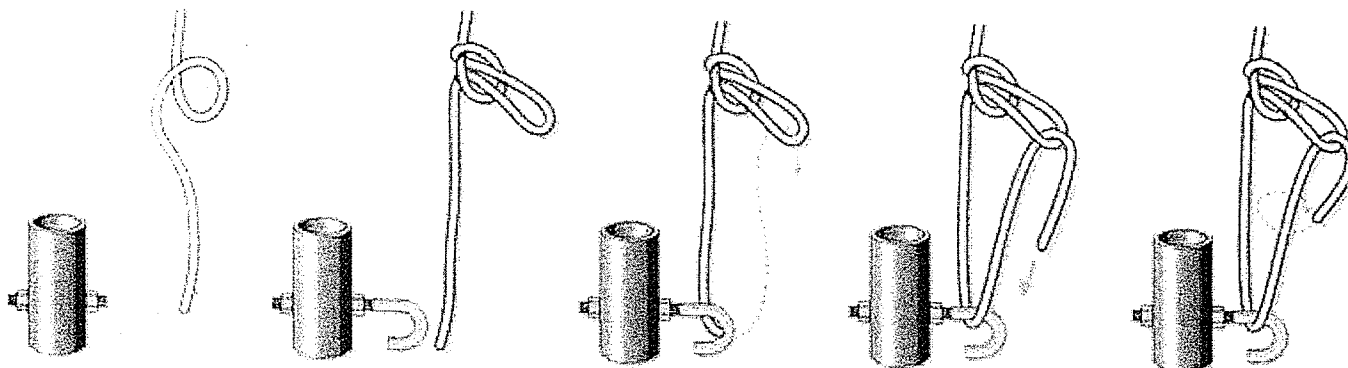
It is our goal to increase production at the Farm and allow new and immerging farmers the ability to complete the Incubator Farmer Program and then rotate to larger pieces of land and continue farming. We are thrilled that Ben Harris will be cultivating this piece of land and bringing it back into production.

Please let me know what you need from us during the approval process.

Sincerely Yours,

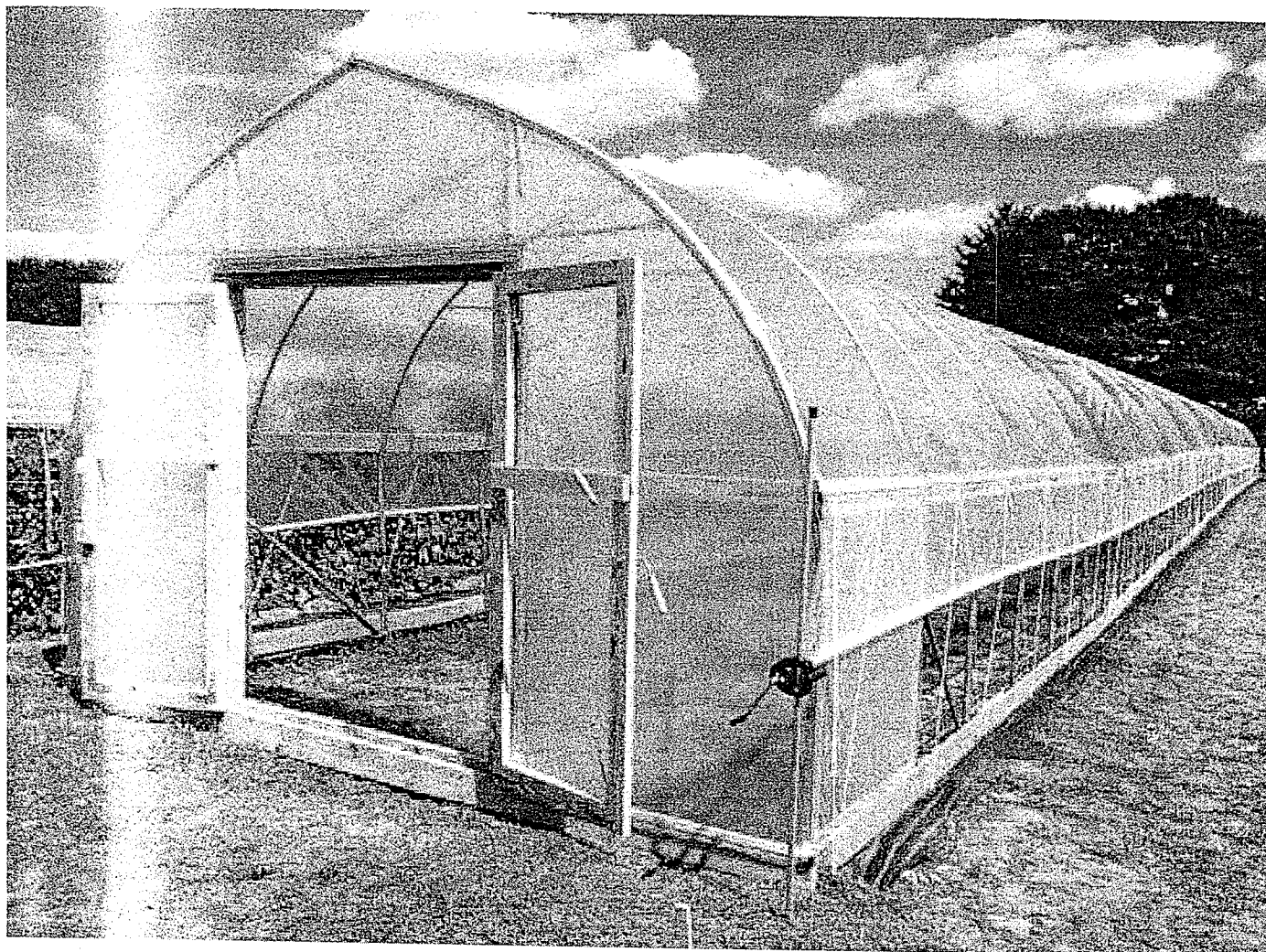
Diana Goode
Executive Director

h. Repeat steps 6.a. through 6.g. for the opposite side of the tunnel.



A Trucker's Hitch is used to tension lacing on the roll-up sides.

The 14' Gothic High Tunnel is now complete!



**Statement of Purpose
for the
Simsbury Business Incentive Program**

In an ongoing effort to attract, retain and expand local businesses, the Town of Simsbury has adopted an incentive and abatement program. Created in accordance with Connecticut General Statutes 12-65b and 12-65h, the program allows the Town to enter into written agreements with owners and/or lessees of certain real property where targeted businesses are located or could be properly located in accordance with adopted plans in certain locations in Simsbury.

The decision to approve a request for tax abatement or any benefit described in this Policy is within the sole and exclusive discretion of the Simsbury Board of Selectmen. The filing of an application under this Policy or any recommendation of the Business development Committee or any other Town Agency is not binding on the Board of Selectmen and creates no rights for the applicant or any obligation for the Town.

This Business Incentive Program is completely separate from the statutorily required local land use approval process.

DRAFT

Resolution Regarding the Establishment of a Business Development Incentive Policy ("the Policy")

WHEREAS, The Board of Selectmen of the Town of Simsbury seeks to encourage the growth and expansion of resident businesses as well as the initial location of specific types of businesses within the Town of Simsbury; and

WHEREAS, to help accomplish this goal the Town of Simsbury, acting through its Board of Selectmen, hereby establishes a process to take advantage of available economic development incentives as found permissible by the Connecticut General Statutes, and

WHEREAS, the Town may offer qualified applicants temporary tax abatement pursuant to CGS § 12-65b. and § 12-65h., and

WHEREAS, the Town may also offer applicants other incentives as included herein if the proposed new development or expanded existing development are deemed to be in the best interests of the Town as described in this Policy, and

WHEREAS, the Town acting through the Business Development Committee (BDC) will review specific business development incentives on a case-by-case basis and will base the decision to grant any incentives to any specific project applicant on the requirements of this adopted policy and the overall best interests of the Town based on the required application materials, and

WHEREAS, in the event of unusual or extraordinary circumstances presented in writing by the applicant, the Business Development Committee may recommend to the Board of Selectmen approval of the waiver, if requested in writing by the applicant, of any requirement contained in the Policy so long as the development is found to be consistent with the stated goals and objectives of Simsbury's adopted economic development plans.

NOW THEREFORE BE IT RESOLVED, that the following program of incentives is hereby adopted and shall be implemented as indicated hereafter:

THE TYPES OF BUSINESSES or INDUSTRIES TARGETED BY THIS POLICY:

The Business Development Incentive Policy Program will be used to target the following types of high quality businesses that generate substantial tax revenue to the Town of Simsbury:

1. Corporate headquarters and satellite offices
2. Retail uses
3. Campus-style office development
4. Research and development and high technology and information technology facilities, especially those which are environmentally sustainable.
5. Manufacturing facilities as defined in Chapter 588 of CGS. (CGS 12-81, Subdivision 72 defines mfg. facilities.)
6. Existing Simsbury business expansion as defined in §12-65b(b). including office use, retail use, permanent residential use, transient residential use, manufacturing use, warehouse, storage or distribution use , structured multilevel parking use necessary possibly in connection with a mass transit system, information technology, recreation facilities, transportation facilities, or mixed- use development as defined in Section 8-13m. In order to be eligible the business use must be consistent with the list of types of businesses or industries targeted by this Policy (on Page 3).
7. Mixed Use Development which contains at least 25% of its floor area designated for commercial use if combined with a specific plan for the timely, acceptable, sequential development of the entire site and located in the Simsbury Town Center Code area, and existing area zoned for business use, an approved Planned Area Development (PAD) Zone or in an established Village District.
8. New or existing recreational or entertainment businesses which are in keeping with an adopted goal or plan.

The Town is interested in attracting sustainable businesses which will:

1. Generate additional tax revenue through real estate and/or personal property taxes
2. Provide lasting employment opportunities.
3. Provide high quality goods and services
4. Improve the aesthetics of the community or a particular area of the community so designated for such development.
5. Occupy, use and/or preserve a historic site.
6. Provide desirable recreational and entertainment opportunities.

The following types of enterprises shall receive priority in consideration for recommendation for abatement or incentives as outlined in this policy:

1. Those within targeted locations as identified in this Policy, the current Comprehensive Plan or adopted Economic Development Plan.
2. Those proposing a project that forwards a stated goal or objective which will bring about a substantial, positive impact on the Grand List.
 - a. For new businesses a substantial impact will be defined as contributing at least an additional one and one-half (1.5) million dollars in real estate value to the grand list.
 - b. For those businesses that are expanding and meet the above criteria as defined and contributing a minimum *increase* of one (1) million dollars in real estate value to the grand list or an *increase* of 50% of the current real estate value, whichever is greater.

TAX ABATEMENT SCHEDULE*

Minimum Investment	Period of Abatement Not More than
(1) Not less than \$3 Million	7 years
(2) \$500,000 - \$2,999,999	2 years
(3) Equal to 50% of the increase in the assessment	3 years
(4) For retail businesses: To be set by Ordinance	To be set by Ordinance

* Maximum abatement possible, may not be granted for all applications. Percentage abatement applies to the increase in assessment. (example: 50%/40%/30%)

* Varies based on specifics of application and determination of positive contribution to town.

BUSINESS DEVELOPMENT INCENTIVE GUIDELINES:

Overview and Background:

- A. The objective of offering a tax abatement or business development incentive as stated in the Purpose above is to encourage the attraction or expansion of specific types of businesses through the establishment of a public/private partnership, which results in growth expansion consistent with the Town of Simsbury's adopted plans, codes or regulations.
- B. Any proposed abatements or incentives are subject to final approval by the Board of Selectmen after referral to the BOS by the Business Development Committee.
- C. The Board of Selectman, in adopting these incentive guidelines hereby establishes the following objectives consistent with adopted plans and sound economic growth.

The project must:

1. Provide a clear benefit to the Town as determined by:
 - a. Staff review of application facts and completeness, based on program policy, objectives and guidelines, and
 - b. Recommendation of the Business Development Committee, and
 - c. Approval of the Board of Selectmen.
2. Create substantial, long term tax base growth.
3. Provide stimulation of the local economic conditions for existing businesses, and the development of future related or unrelated industry groups.
4. Accomplish community goals as stated in the current Comprehensive Plan, Plan of Conservation and Development or adopted economic development plan.
5. Must have a solid financial base and growth potential as determined by the Director of Finance.
6. Have parent or subsidiaries of businesses which are the subject of or connected to such applications which must have a satisfactory record of environmental compliance as may be documented, or not, by Connecticut Department of Energy and Environmental Protection (DEEP).

BUSINESS DEVELOPMENT INCENTIVE MINIMUM REQUIREMENTS:

1. The proposed project is a permitted use, or may be permitted by the Zoning Commission through a process established in the Simsbury Zoning Regulations. If rezoning is required, the abatement/incentive may be conditional.
2. Delinquency in any fees or taxes that have not been waived and that are otherwise due to the Town of Simsbury from the applicant or any related entity shall render the applicant and application ineligible.
3. If the end user of the proposed facility is a lessee, tax benefits must be clearly reflected in the lease as accruing to the Applicant entity for at least the term of the abatement period.
4. Applicant must not be in violation of any law, regulation or agreement with town, state or federal government, notwithstanding any tax lien with governmental forbearance.
5. Applicants must be committed to make a significant investment in new or renovated real property in Simsbury.
6. Applicant's project must provide new employment opportunities or enhancement to the tax base or encourage technological innovation and/or investment and address a goal(s) or objective identified in the Town's adopted plans.
7. A statement is to be provided by the applicant as to the ownership structure of the real property, personal property and operating company including information as to the ownership of any applicable subsidiary companies.
8. There is a firm commitment to remain in the Town beyond the length of the abatement or other incentive period, if applicable.
9. All tax obligations to the Town by the applicant must be current except in the case when the applicant is seeking approval to purchase existing tax liens.

10. The project should meet goals and objectives identified in the adopted Plan of Conservation and Development and the adopted 1995 Economic Development Strategic Plan as it may be amended.
11. An agreement entered into pursuant to this Policy shall not be subject to assignment, transfer, or sale without the written consent of the Simsbury Board of Selectmen.
12. After approval of an application by the Board of Selectmen and approval of a final site plan by the Simsbury Zoning Commission, construction shall commence within twelve (12) months and shall be completed within twenty-four (24) months unless otherwise extended by the Board of Selectmen in its sole discretion.
13. In the event that the applicant, during the period of its participation in this program:
 - a. relocates its business from Simsbury,
 - b. becomes delinquent in taxes or fees,
 - c. closes its operation, or
 - d. declares bankruptcy,

then any tax abatement or incentive benefit enjoyed by the applicant under this program shall be forfeited and the applicant shall be required to pay back all taxes that would have been assessed had the applicant not participated in the program.

14. If benefits were obtained fraudulently, the town may pursue any recourse allowed by law including prosecution and obtaining penalty fees.

TYPES OF ASSISTANCE AVAILABLE:

Tax Abatement: The assessment of the real property and all improvements to be constructed thereon may be reduced for a period of time and under the conditions set forth in the above information chart.

The period of reduced assessment shall commence with the Grand List immediately following the issuance of a final certificate of occupancy for the new or expanded construction and upon the execution of an agreement satisfactory to the Town Attorney that will set the terms and conditions of the abatement/incentive based on the established parameters.

Waiving or Reduction of Any Town Permit Fees for targeted businesses and industries:

The BDC Committee may recommend to the Board of Selectmen waiver of up to 50% of any Town permit fees or a smaller portion of such fee upon request and determination that such a fee waiver would encourage the development or expansion of quality businesses especially those of the targeted industries. The Board of Selectmen may upon recommendation of the BDC agree to waive a portion up to 50% of the entire fee as it may determine necessary to encourage the desirable development. The development must have been determined to meet the applicable desirable criteria as outlined herein. The Town and the applicant shall enter into an agreement which will set forth the terms and conditions based upon the established guidelines. The agreement shall be approved by the Town Attorney.

Infrastructure Rebate Program:

An applicant who is applying for a complying new or expanded existing business development that meets the criteria herein may also apply for a partial rebate for infrastructure which is located in the public right of way and approved by the appropriate Town Departments, Town Engineer, and the Board of Selectmen for the construction of infrastructure which the Town Engineer determines will serve a valid public purpose, be in the best long term interest of the Town and may also, in certain developments, clearly contribute to the creation of a more walkable, sustainable community. Note that only improvements that are public and are constructed in the public right of way are eligible for any potential rebate. Parking facilities, for example, which are available to the public may be determined to be eligible for this program.

The percentage rebate which may be applied to any given development under this infrastructure rebate program is to be determined and recommended by the Town Engineer. The maximum percentage of rebate is to be 50% of the cost as determined acceptable by the Town Engineer. Certification of actual cost shall be made to the satisfaction of the Town Engineer. The actual approval of the infrastructure rebate including percentage shall be determined by the Board of Selectmen and also be based on available funding.

Application Requirements and Procedures:

1. Applications shall be made to the Director of Planning and Community Development.
2. Applications shall be reviewed by the First Selectman.
3. Applications shall be referred to the Director of Finance.
4. Applications shall contain at least the information specified herein as required by this policy.
5. For purposes of reviewing these Applications, there is established a **Business Development Committee (BDC)**. The Committee shall consist of five (5) members. The First Selectman shall serve as the Chairperson of the Committee. The remaining four (4) members of the Committee shall be appointed by the First Selectman and one member shall be chosen from each of the then existing membership of the Economic Development Commission, the Board of Finance and the Zoning Commission. The remaining member of the Committee shall be chosen at large.
6. The First Selectman shall refer applications that meet the minimum requirements as set forth in this document to the BDC for consideration and recommendation to the Board of Selectmen.
7. Upon receipt of a complete Application the BDC shall report the findings and recommendations of the Committee to the Board of Selectmen for action.

APPLICATION PROCEDURE:

STEP 1:

Applicant submits a written report, application and Economic Development Impact Statement to the Director of Planning, who will then suggest to the BDC, a Business Development Incentive, based on the report, the development's direct and indirect economic and fiscal impacts and compliance with the overall Business Development Policy.

The applicant's request should include at least the following types of information:

1. Specific Assistance Requested and rationale for the request.
 - a. Tax assessment reduction specifics on a year to year basis, estimated as closely as possible.
 - b. Waiving or reduction of any Town permit fee, specifying the amount of requested waiver
 - c. Any infrastructure rebate request specifically the amount of request with all construction details.
2. Description of the project including an estimate of the number of jobs to be created and their wages.
3. Description of the applicant's business including a listing of its officers.
4. Description of the application and its products or services.
5. An estimate of the value of the proposed improvements.
6. An estimate of employment provided, full-time and part-time.
6. An anticipated project construction schedule.
7. Identification of any other public incentives, financial or otherwise, which have been requested and are included in the project financing.
8. A statement of the benefits to the Town for granting an incentive including an estimate of local taxes to be paid on a year to year basis for as long as the requested incentive lasts.
9. All other information requested by the BDC and /or per the Minimum Criteria/Information of this Policy.

STEP 2:

1. The Planning Director shall refer the application to the Business Development Committee (BDC) for review and recommendation to the Board of Selectmen.
2. The BDC shall review and discuss the application. Questions of fact shall be answered by the applicant or the Director of Planning.

STEP 3:

The BDC shall make a recommendation to the BOS on the application.

STEP 4:

Upon preliminary approval by the Board of Selectmen and at the direction of the First Selectman, the Planning Director and if applicable, the Town Engineer, will work with the applicant, and the Town Attorney to draft a legal contract that assures that all provisions of the Business Development Incentive program as preliminarily approved by the BOS will be met. Contract details will be on a case by case basis depending on the project specifics.

STEP 5:

In order for the incentives to become official, the Board of Selectmen must approve the final Business Development Incentive(s) in contract form by majority vote.

STEP 6.

The BOS shall also authorize the First Selectman to sign the proposed contract once approved as to form by the Town Attorney.

Appendix A

Application Minimum Requirements:

Does the application contain:

YES

NO

Specific assistance requested:		
a. Tax abatement		
b. Reduction of Fees		
c. Infrastructure rebate		
Project Description.		
Description of Business.		
Description of application products & services.		
Est value of proposed improvements.		
Employment to provided (Estimated or Actual).		
a. Full time (by year)		
b. Part time (by year)		
Estimated project relocation or construction schedule.		
Other requested incentives.		
Statement of benefits to Town.		
All other requested info.		



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Resignation
2. **Date of submission:** April 24, 2015
3. **Date of Board Meeting:** May 11, 2015
4. **Individual or Entity making the submission:** Madeleine P. Gilkey, 25 Fairview Street, Simsbury
5. **Action requested of the Board of Selectmen:**
The Individual or Entity making the submission requests that the Board of Selectmen: Accepts the resignation of Madeleine P. Gilkey from the Insurance Committee
6. **Summary of Submission:**
Resignation: Madeleine P. Gilkey, Regular Member
Board: Insurance Committee
Party: Republican
Effective: April 22, 2015
Term of Office: 12/2/2013 to 12/7/2015
7. **Financial Impact:** None
8. **Description of documents included with submission:**
The following documents are included with this submission and attached hereto:

Letter of resignation

Madeleine P. Gilkey

25 Fairview Street

Simsbury, CT 06070

April 22, 2015

Town Clerk

Town of Simsbury

P.O. Box 945

Simsbury, CT 06070

Please consider this letter as notice of my resignation from the Insurance Committee, effective immediately.

Very truly yours,



Madeleine P. Gilkey



CALL TO ORDER

The Regular Meeting of the Board of Selectmen was called to order at 7:00 p.m. in the Main Meeting Room of the Simsbury Town Offices. Present were: First Selectman Lisa Heavner; Board members Sean Askham, Cheryl Cook, Nancy Haase, Christopher Kelly and Michael Paine. Also in attendance were: Sean Kimball, Deputy Director of Administrative Services, Thomas Roy, Director of Public Works, Jeff Shea, Town Engineer, Gerry Toner, Director of Culture, Parks and Recreation and other interested parties.

PLEDGE OF ALLEGIANCE

Ms. Heavner introduced Eagle Scout Jack Mundt, who led the Pledge of Allegiance

PUBLIC AUDIENCE

Joan Coe, 26 Whitcomb Drive, noted the positive feedback she has received on her campaign for First Selectman and also stated what she would do if elected. Ms. Coe voiced her displeasure on the money being spent for a new Senior Center in Town. Ms. Coe stated her concern over other items in Town which included the high rent being paid at Eno Farms; terminated employee having access to keys to public buildings; workshop for choral students at Simsbury High School being promoted by Mr. Cooke; cost of the Ethel Walker property purchased by the Town and the closing of Eversource in Simsbury.

Mr. Robert Kalechman, 971 Hopmeadow Street, urged Town residents to vote no on the budget in May. He believes that there are many improvements needed in Town that are not being done. Mr. Kalechman discussed contributions made to various organizations in Town and questioned why the Town cannot donate to the Veterans monument in Simsbury. He also questioned the salary increases for Department heads in Simsbury.

Mr. Nicholas Mason, 6 Erins Ways, Chamber Liaison, discussed events that are coming up. Events included: Good Morning Simsbury on April 28 at Belden Forest Court; After hours, 5:30 to 7:30 hosted by Robert Hensley & Associates on May 14th; the Chamber's Health and Wellness Task Force Bike to Work Day is May 15th; participation by the Chamber with a team for the Relay for Life in Farmington on May 16th and reminded Board members and public of the Chamber's Annual Meeting to be held on May 28th from 11:30 to 1:30 at Hopmeadow Country Club. Mr. Mason also reminded residents to vote on Tuesday, May 5th on the referendum.

PRESENTATIONS

Mr. Askham made a motion to amend the agenda to include a presentation by the Simsbury Free Bike group for bike month in May. The motion was seconded by Mr. Kelly. All were in favor and the motion passed.

Ms. Patty Jacobus and Diana Moody, Simsbury Free Bike, discussed their calendar for bike month in May. They want to encourage new bikers and children to return to biking. Ms. Jacobus also noted they are also working on safety and etiquette on the trails. She also discussed the challenge to Mayors and First Selectmen to start working on their communities to make it safer for bikers and walkers.

Ms. Moody wanted residents to know that Simsbury was awarded the Silver Recognition this year and is the only town to receive this in Connecticut. The celebration will be held at the Red Stone Pub to celebrate this award. She reminded everyone that the Bike to Work day will be May 15th. Ms. Moody discussed the National Day that celebrates Women on bicycles all around the world with the Cyclofemme Ride that will take place on May 9th.

Ms. Debbie Thibault asked residents to join the National bike challenge. She noted that participants can sign up on-line at www.nationalbikechallenge.org or at www.simsbury.bike for additional information.

Ms. Heavner noted that Simsbury Free Bike is organized by volunteers and thanked them for their service.

Ms. Heavner asked the Board members and public for a moment of silence for the passing of a former member of the Board of Selectmen Jackson French Eno.

FIRST SELECTMAN’S REPORT

Ms. Heavner asked residents to join them on May 29th for a bike ride. She thanked everyone for their efforts in making Simsbury’s first Innovation Fair a tremendous success as well as the Triple Crown Kayak competition. Ms. Heavner also noted that nominations for the Aquarian Environment Champion awards are due May 6th.

Ms. Heaver noted that the Memorial Day parades will be held on May 25th and a celebration at Eno Memorial Hall will be held after the parade.

Ms. Heavner stated that she and Mr. Hampton testified before the public utilities regulatory authority in opposition of the closing of Eversource in Simsbury.

SELECTMEN ACTION

a) Approve Tax Refunds

Ms. Askham made a motion to approve tax refunds in the amount of \$121.25. Ms. Haase seconded the motion. All were in favor and the motion passed.

b) Approve Proposed Eagle Scout Project

Jack Mundt presented his project to the Board of Selectmen members. His project was construction of a visible entranceway and related signage to the bike trail from West Mountain Road to Town Forest and cleanup of the entrance on Bushy Hill Road.

Ms. Haase made a motion to approve the proposed Eagle Scout project by Jack Mundt. Ms. Cook seconded the motion. All were in favor and the motion passed.

c) Approve Resolution authorizing the First Selectman to sign Open Space Grant (\$500,000) Documents for Release of Funds

Ms. Cooke made a motion to approve a resolution authorizing the First Selectman to sign Open Space Grant (\$500,000) and documents for the release of funds.

Ms. Cook read into the record:

RESOLVED, that LISA L. HEAVNER, FIRST SELECTMAN, of SIMSBURY be and hereby is authorized to execute on behalf of the TOWN OF SIMSBURY a Grant Agreement and a Conservation and Public Recreation Easement and Agreement under the Open Space and Watershed Land Acquisition Program with the State of Connecticut for financial assistance to acquire permanent interest in land known as Ethel Walker School Parcel C, OSWA-442 and to manage said land as open space pursuant to Section 7-131d of the Connecticut General Statutes.

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

Mr. Askham noted that the Conservation Easement states that no building, residential dwelling structure, parking lot, driveway, road or other temporary structure is allowed. Ms. Heavner noted that the Town is required to erect a permanent plaque or sign within six months.

Ms. Haase made a motion to amend the agenda to consider a motion for waiver of the Special Exception fee for the Flower Bridge Burgers on the Bridge event. Mr. Kelly seconded the motion. All were in favor and the motion passed.

Ms. Heavner noted that she received a request from Mr. Fergerson requesting a waiver for the Special Exception fee of \$290 payable to the Town of Simsbury for Burgers on the Bridge Event to be held from 4:30 to 7:00 p.m. on June 10 (rain date June 11th).

Mr. Kelly made a motion to approve the waiver of the Special Exception fee of \$290 payable to the Town of Simsbury for Burgers on the Bridge event to be held from 4:30 to 7:00 p.m. on June 10 (rain date June 11th). Mr. Paine seconded the motion. All were in favor and the motion passed.

OTHER BUSINESS

a) Update on Senior Community Center Project

Mr. Kimball updated Board of Selectmen members and noted that they have been meeting weekly on this project. He noted that they have selected Great Blue research to do the survey in Simsbury which

will take place the two last weeks in May. Mr. Kimball also noted that there will be a community forum for members of the public, boards and commissions to speak on other things they would like to be considered in the survey on May 11th from 5:00 to 6:00. Mr. Kimball also noted that the suggestions may also be submitted to the First Selectman’s office for consideration.

Ms. Heavner thanked the Town staff for all their work on this project to date.

APPOINTMENTS AND RESIGNATIONS

a) Appoint Kristen C. Barnett (R) as a regular member of the Economic Development Task Force with an expiration date of December 7, 2015

Mr. Askham made a motion to appoint Kristen C. Barnett (R) as a regular member of the Economic Development Task Force with an expiration date of December 7, 2015. Ms. Cook seconded the motion. All were in favor and the motion passed.

b) Accept the Resignation of Carol Bingham (R) as a regular member of the Zoning Board of Appeals effective February 25, 2015

Ms. Cook made a motion to accept the Resignation of Carol Bingham (R) as a regular member of the Zoning Board of Appeals effective February 25, 2015. Ms. Haase seconded the motion. All were in favor and the motion passed.

c) Accept the Resignation of Eric R. Strayer (U) as a regular member of the Economic Development Task Force effective April 21, 2015

Ms. Haase made a motion to accept the Resignation of Eric R. Strayer (U) as a regular member of the Economic Development Task Force effective April 21, 2015. Mr. Askham seconded the motion. All were in favor and the motion passed.

ACCEPTANCE OF MINUTES

a) Regular Meeting of April 13, 2015

No action was taken and therefore the minutes were adopted.

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

1. **Personnel** –Mr. Kelly confirmed that the sub-committee met this evening and continue to look at potential areas that would be incorporated into a charge for a charter revision commission.
2. **Finance** – Ms. Heavner noted that the meeting for the first Finance committee will be held in June and they will begin discussing Capital projects.
3. **Welfare** – No report at this time.

4. **Public Safety** – No report at this time.
5. **Board of Education** – No report at this time.

Ms. Haase stated that the Economic Development Task Force met last week and a couple of items that will be brought before the Board for the May 11th meeting will be tax abatement and infrastructure and a contract with Main Street Partnership to undertake the work for materials.

Ms. Cook discussed the Aging and Disability meeting held last week and stated that the Picnic in the Park will be held on August 22nd for Autism Awareness month activities. She noted that this will focus much more on families in Simsbury.

Mr. Askham noted that the Rotary club did a great job on the River Run 5K and 10K race on Iron Horse Boulevard.

ADJOURN

Mr. Askham made a motion to adjourn at 7:45 p.m. Mr. Paine seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Leslie Brigham
Clerk