



# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Lisa L. Heavner - First Selectman

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## **SIMSBURY BOARD OF SELECTMEN**

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

**Regular Meeting – September 16, 2015 – 7:00 p.m.**

### **PLEDGE OF ALLEGIANCE**

### **PUBLIC HEARING**

To receive public comment concerning the proposed Amendments to Simsbury Code of Ordinances, inserting a new Chapter 90 concerning the removal of vegetation and other obstructions from public and private fire hydrants

### **CLOSE PUBLIC HEARING**

### **PUBLIC AUDIENCE**

### **PRESENTATIONS**

- Proclamation – Constitution Week
- Special Olympics Medalist – Selina Derungs

### **FIRST SELECTMAN'S REPORT**

### **SELECTMEN ACTION**

- a) Possible Action on Amendments to Simsbury Code of Ordinances Chapter 90 Fire Hydrants
- b) Adopt Resolution authorizing the First Selectman to enter into an amended and restated Intergovernmental Consortium Agreement regarding the implementation of the Workforce Innovation and Opportunity Act of 2014
- c) Approve Tax Refunds
- d) Approve Public Gathering Permit for Vie for the Kids 6K Trail Walk/Run on October 3, 2015 at Ethel Walker Woods
- e) Approve Timber Harvest Bid for Onion Mountain Park

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[www.simsbury-ct.gov](http://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

- f) Approve Simsbury Chamber of Commerce License with The Simsbury Free Library for the Tourism Committee
- g) Approve Revocable Licensing Agreement with Eversource Energy for Emergency Staging Area
- h) Approve First Amendment to Tier 1 Short Term Municipal Solid Waste Management Services Agreement and authorize the First Selectman to execute the document

**OTHER BUSINESS**

- a) Update on Senior Community Center Project

**APPOINTMENTS AND RESIGNATIONS**

- a) Appoint Rreze Grajcevci, Keith Penney and Naomi Garcia as student members to the Youth Services Advisory Board
- b) Acknowledge the resignation of Gregory W. Piecuch (R) as a regular member of the Zoning Board of Appeals effective September 1, 2015
- c) Acknowledge the resignation of James Morrison (R) as an alternate member of the Conservation/Inland Wetlands & Watercourses Agency effective September 16, 2015
- d) Appoint James Morrison (D) as a regular member of the Conservation/Inland Wetlands & Watercourses Agency with an expiration date of January 1, 2018
- e) Appoint Charles Haldeman (D) as an alternate member of the Conservation/Inland Wetlands & Watercourses Agency with an expiration date of January 1, 2018

**REVIEW OF MINUTES**

- a) Regular Meeting of August 10, 2015

**SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS**

- 1. Personnel:
  - a. Approval of Children's Services Librarian Job Description
  - b. Approval of Library Page Job Description
  - c. Approve Unaffiliated Compensation for Fiscal Year 2016
- 2. Finance
- 3. Welfare
- 4. Public Safety
- 5. Board of Education

**ADJOURN**

**TOWN OF SIMSBURY  
PUBLIC HEARING NOTICE**

Notice is hereby given that the Board of Selectmen will hold a public hearing on Wednesday, September 16, 2015 at 7:00 p.m. in the Main Meeting Room of Town Hall, 933 Hopmeadow Street, Simsbury, CT 06070 to receive public comment concerning the proposed Amendments to Simsbury Code of Ordinances, inserting a new Chapter 90 concerning the removal of vegetation and other obstructions from public and private fire hydrants. Copies of the proposed changes can be found on the Town of Simsbury's website, [www.simsbury-ct.gov](http://www.simsbury-ct.gov) on the Board of Selectmen's page. Hard copies are available at the Town Clerk's Office, 933 Hopmeadow Street, Simsbury, CT.

**Public Hearing Date: Wednesday, September 16, 2015 at 7:00 p.m.**

An ordinance to amend the Code of the Town of Simsbury entitled: Fire Hydrant Maintenance

Statement of Purpose: to provide for the removal of vegetation and other obstructions from public and private hydrants.

Chapter 90 of the Code of the Town of Simsbury ("the Code") is hereby amended as follows:

**§90-1 Purpose**

To provide for the safety and welfare of residents and property owners of the Town of Simsbury by requiring the owner, agent of the owner or the occupant of any property which has a public or private fire hydrant located on or adjacent to that property shall eliminate any obstructions around such fire hydrants and/or automatic fire sprinkler equipment.

**§90-2 Definitions**

As used in this chapter, the following terms shall have the meaning indicated.

**OBSTRUCTION:** Any item including but not limited to snow, vegetation, ground cover, fences, mailboxes or such that would impede any use or maintenance by Simsbury Fire District personnel.

**PUBLIC FIRE HYDRANTS:** Fire hydrants owned by the Simsbury Fire District, Avon Water Company or Tariffville Fire District that are located along a public roadway.

**PRIVATE FIRE HYDRANTS:** Fire hydrants, to include all automatic fire sprinkler controls, which are owned by private entities but in the case of emergency will be used by Simsbury Fire District personnel.

**§90-3 Obstruction of fire hydrants prohibited**

The owner, agent of the owner or the occupant of any property which has a public or private fire hydrant located on or adjacent to shall remove, clear away or cause removal or clearing of any obstructions:

- (1) within a three foot (3') radius of any such hydrant; and
- (2) to an access strip five feet (5') in width from such hydrant to the street.

#### **§90-4 Enforcement provisions**

- A. It shall be the duty of the Police Department, under direction of the Chief of Police, to enforce this chapter upon notification by the Fire Marshal, Fire Chief or his/her designees, of a violation. It shall be the duty of the Chief of Police to provide notice of all violations to the offending party, which shall set forth the nature of the violation and order of immediate correction thereof.
- B. Any owner, agent of the owner or the occupant of any property which has a public or private fire hydrant located on or adjacent to who fails to comply with the provisions of this chapter following notification shall be issued an infraction ticket for each day that the violation remains unabated after the date of the notification. Each infraction ticket shall subject the owner, agent of the owner or the occupant to a fine of \$90.00 for each ticket issued, or the maximum penalty provided by the Connecticut General Statute Section 51-164p.
- C. The Town of Simsbury may, at any time after the issuance of the notice of violation and failure to comply by the owner, agent of the owner or the occupant of any property, cause the removal of the obstruction and recover its cost to remove the obstruction in any fashion permitted by law, including the filing of a lien against the subject property, pursuant to the provisions of Connecticut General Statute Section 7-148(c)(6)(C)(v).

#### **Section 2**

This ordinance shall take effect on October 21, 2015.



# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Workforce Innovation and Opportunity Act (WIOA) Resolution
2. **Date of submission:** September 10, 2015
3. **Date of Board Meeting:** September 16, 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 – [tcooke@simsbury-ct.gov](mailto:tcooke@simsbury-ct.gov)

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

Adopt Resolution authorizing the First Selectman to enter into an amended and restated Intergovernmental Consortium Agreement regarding the implementation of the Workforce Innovation and Opportunity Act of 2014.

Please read the Resolution into the Record.

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 federal Workforce Innovation and Opportunity Act of 2014 ("WIOA"), which superseded the Workforce Investment Act of 1996 requires that municipal participants in the North Central Connecticut Workforce Development Area (the "Local Area"), such as Simsbury, reaffirm their intent to continue as a local workforce area and to seek

designation as a workforce area from the State of Connecticut. Simsbury's continued participation will allow its residents to continue to receive services provided through the WIOA (see, attached "Simsbury Profile").

In addition to the above, the attached resolution would provide for amendments to the Intergovernmental Consortium Agreement ("ICA") which make organizational changes as well as changes necessary for WIOA compliance.

The documents have been reviewed by Town Counsel who has recommended them for consideration by the Board of Selectmen.

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

See, attached "Simsbury Profile." There are no costs for Simsbury's participation.

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

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

Proposed Resolution

Letter from Mayor Marcia Leclerc – July 30, 2015

"Simsbury Profile"

Amendment to Intergovernmental Consortium Agreement

**RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL OR CHIEF EXECUTIVE OFFICER TO ENTER INTO AN AMENDED AND RESTATED INTERGOVERNMENTAL CONSORTIUM AGREEMENT ON BEHALF OF THE MUNICIPALITY OF**

SIMSBURY

**TO IMPLEMENT THE WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014 IN ACCORDANCE WITH FEDERAL AND STATE LAW**

**WHEREAS**, the 105<sup>th</sup> Congress of the United States of America enacted the federal Workforce Investment Act of 1998 ("WIA"), for the purpose of providing workforce investment activities through statewide and local workforce systems; and

**WHEREAS**, pursuant to WIA, the Governor of the State of Connecticut created the North Central Region consisting of thirty-seven municipalities (the "Municipalities"), including the Municipality of Simsbury (the "Municipality"); and

**WHEREAS**, in or about 2003 the Municipalities entered into an Intergovernmental Consortium Agreement (the "Existing ICA") to implement a local workforce system for the North Central Region; and

**WHEREAS**, the 113<sup>th</sup> Congress of the United States of America enacted and President Obama signed into law on July 22, 2014 the federal Workforce Innovation and Opportunity Act of 2014 ("WIOA"), to continue with certain changes the policies and programs created and administered under WIA, including the initial re-designation of the North Central Region as the North Central Connecticut Workforce Development Area (the "Local Area"); and

**WHEREAS**, the implementation of WIOA and the re-designation of the Local Area shall require amending the Existing ICA through the execution of an amendment creating an Amended and Restated Intergovernmental Consortium Agreement (the "New ICA") among the Municipalities in the Local Area specifying among other things the powers and authority of the Consortium of the Municipalities created thereby (the "Consortium"), the process for the selection of the members of the workforce development board, the designation of a grant recipient and of a sub grant recipient/administrative agency/fiscal agent and a statement of accountability for allocated federal workforce funds; and

**WHEREAS**, the Municipality wishes to remain a part of the Consortium and the Local Area and to continue to receive funds under WIOA and other related workforce funding streams so as to provide workforce services to its constituents, by entering into the New ICA;

**NOW THEREFORE BE IT RESOLVED**, that the Municipality having complied with all of its municipal and other applicable requirements to enter into the New ICA, authorizes its chief elected official or chief executive officer to execute any amendment or other documents and to do such other lawful things as are necessary to enter into the New ICA on behalf of the Municipality; and

**BE IT FURTHER RESOLVED**, that the Municipality authorizes its designated representative to the Consortium to act for the Municipality on all Consortium matters as set out in the New ICA.

\_\_\_\_\_  
Signature, Authorized Official  
Title:

\_\_\_\_\_  
Date

MARCIA A. LECLERC  
MAYOR

**TOWN OF EAST HARTFORD**  
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OFFICE OF THE MAYOR

July 30, 2015

The Honorable Lisa Heavner  
Town of Simsbury  
933 Hopmeadow Street  
P.O. Box 495  
Simsbury, CT 06070



Dear First Selectwoman Heavner,

As the Chief Elected Official of a municipality in the North Central Connecticut Workforce Development Area (the "Local Area"), you received in June a communication requesting that you reconfirm (through the return of a written consent) your participation in our region under the new federal Workforce Innovation and Opportunity Act (WIOA) of 2014, which superseded the Workforce Investment Act of 1998.. Many of you executed this consent and returned it to Capital Workforce Partners (CWP). Your assistance in that regard is greatly appreciated.

Upon further consultation with the CT Department of Labor (CT DOL), the state agency charged by the Governor with managing the implementation of WIOA, it has been determined that as a region, we need to take additional steps to be fully compliant with WIOA.

On July 22, 2015 an Ad-hoc Committee of Local Area's Chief Elected Officials met to consider the amendments to our current Intergovernmental Consortium Agreement ("ICA") necessary for WIOA compliance. The changes to the ICA include updated language regarding the appointment of the Chairperson and Vice Chairperson of the Consortium, the creation and authorization of a smaller Council to act on behalf of the Consortium, membership and quorum requirements, language acknowledging the WIOA legislation and other compliance items.

In order to complete the required compliance process, we are asking each municipality to: (1) review and adopt the enclosed final amendment to the ICA and (2) sign the enclosed signature page. A sample resolution template is also enclosed.

We request this resolution be included on your August or September governing body meeting agenda as an action. **The signed signature page and approved resolution is needed on or before September 18, 2015, in order for CWP, to comply with the September 30, 2015 deadline imposed by CT DOL.** These are strict deadlines.

Senior management from CWP is available to attend your governing body meeting, should any questions arise. Please contact Summer Gomes at 860-899-3468 to confirm the date and time of the meeting where this action will be considered.

Also enclosed is a regional summary outlining CWP services available to employers and job seekers in your community. CWP is preparing a more customized document, to further outline the important services and critical benefits available and provided to job seekers and employers from your municipality.

Sincerely,

Marcia Leclerc  
Mayor of East Hartford, Consortium Chairperson

Enclosures

# Simsbury Profile

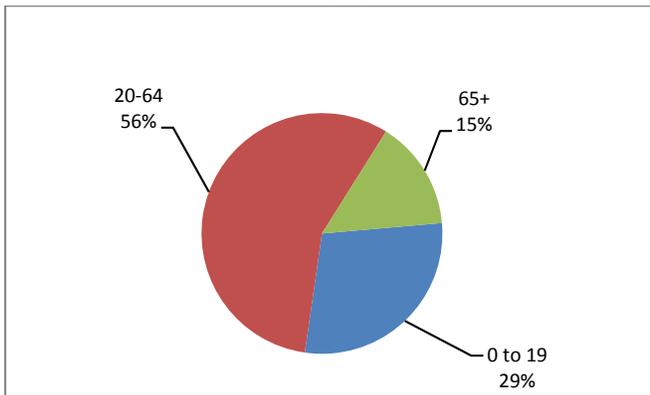


**Capital Workforce Partners** is one of five regional workforce development boards in the state, established under the federal Workforce Investment Act (WIA) of 1998 and reauthorized in 2014 under the Workforce Innovation and Opportunity Act. Its mission is to leverage public and private resources to produce skilled workers for a competitive regional economy in 37 municipalities within North Central CT. A consortium of the region's chief elected officials appoints representatives to the board of directors from private sector business, education, labor, and public groups.

Central CT. A consortium of the region's chief elected officials appoints representatives to the board of directors from private sector business, education, labor, and public groups.

## AGE DISTRIBUTION AND DEMOGRAPHICS

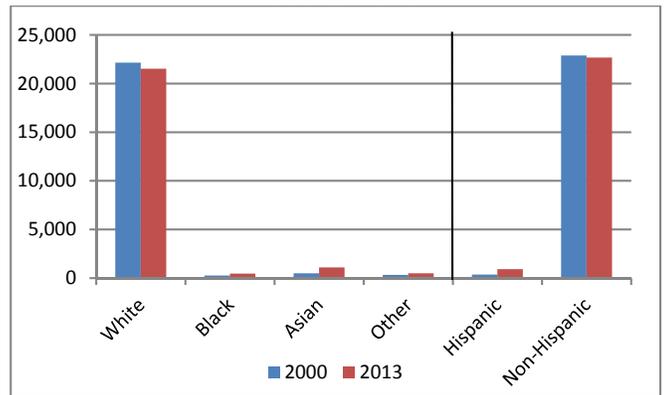
**Age Distribution  
2013**



Source: US Census Bureau American Community Survey

The age distribution of the working population (20-64) in Simsbury is four percentage points less than Hartford County and the state. At 44, the median age is about four years older than the county and state.

**Racial/Ethnic Composition Change  
2000 to 2013**

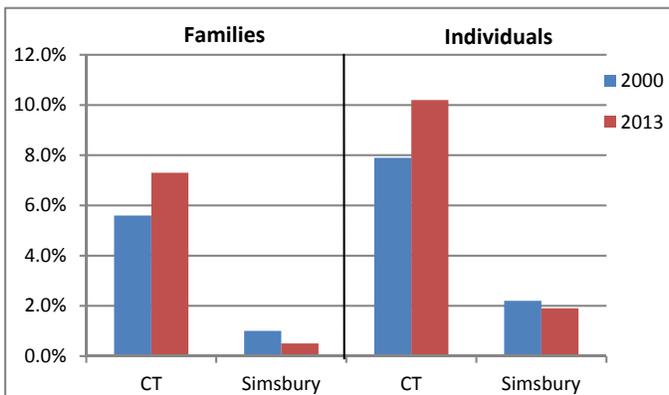


Source: US Census Bureau American Community Survey

The population is predominately White and Non-Hispanic. Since the 2000 Census, the total population grew slightly by about two percent.

## POVERTY AND EDUCATIONAL ATTAINMENT

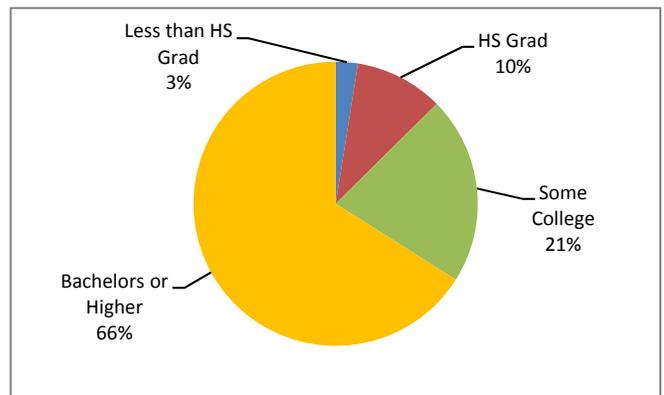
**Percent with Income Below Poverty Level  
2000 to 2013**



Source: US Census Bureau; American Community Survey

The percent in poverty in Simsbury is significantly less than the state for both Families and Individuals. While poverty has been on the rise in the state, it is slightly decreasing in Simsbury.

**Educational Attainment (aged 25+)  
2013**



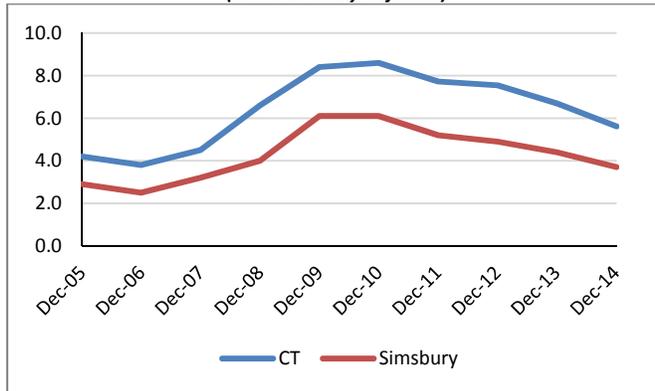
Source: US Census Bureau; American Community Survey

Sixty-six percent have a Bachelors degree or higher; this is 29 percentage points higher than the state and 31 percentage points higher than the county.

## UNEMPLOYMENT RATES AND MEDIAN HOUSEHOLD INCOME

### Unemployment Rate 2005 -2014

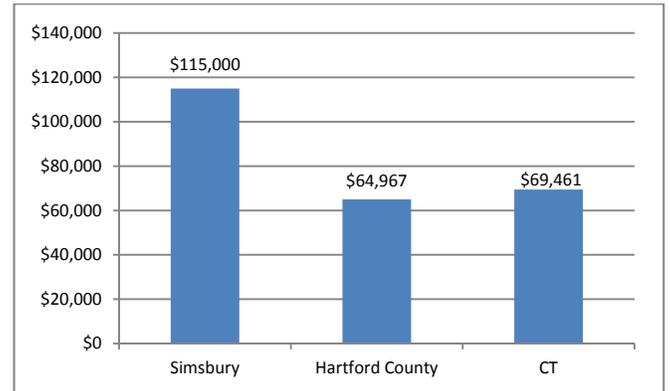
(not seasonally adjusted)



Source: CT Dept. of Labor

Over the past nine years, from 2005 to 2014, the unemployment rate in Simsbury has been consistently about 1.0 to 2.5 percentage points lower than that of Connecticut.

### Median Household Income 2013



Source: US Census Bureau American Community Survey

The median household income is \$115,000; this is over \$50,000 more than other towns in the county and over \$45,000 more than the state.

## LABOR MARKET PROFILE – June, 2015

	Simsbury	% of Hartford County	Hartford County
Total Population	23,591	2.6%	895,827
Labor Force	13,056	2.7%	480,861
Employed	12,576	2.8%	453,999
Unemployed	480	1.8%	26,862
Unemployment Rate (1)	3.7%	NA	5.6%

(1) not seasonally adjusted

Source: US Census Bureau; CT Dept. of Labor

## MAJOR EMPLOYERS

McLean	Ensign-Bickford Industries Inc.
Chubb Group of Insurance Companies	Simsbury High School
Hoffman Auto Group	

Source: CT Dept. of Labor

## **Capital Workforce Partners' investment in Simsbury, Connecticut in the 2014/2015 fiscal year was over \$79,000**

### **Career Services**



Capital Workforce Partners oversees the operation of four American Job Centers in the region (*formerly CTWorks*) in partnership with the State Dept. of Labor and other state agencies:

These centers provide job seekers with a full array of services including:

- ❖ Job referrals
- ❖ Career workshops
- ❖ Job development
- ❖ Online training
- ❖ Individual training scholarships
- ❖ Individualized career guidance
- ❖ Recruitment events

Services Overview 2014/2015 – 114 Individuals Served	
Career Center Core Services, including Workshops	86 customer visits for self-service, workshops or 1-1 support
Workforce Investment Act (WIA) Low Income Adult or Laid Off Workers	12 registered customers
Jobs First individuals engaged in job search and subsidized employment activities	16 participants

### **Specialty Services and Sector Focused Services**

In addition to the 114 Individuals Served (above), 9 individuals and businesses were served in the following Specialty Programs and Business Services.

#### **Mortgage Crisis Job Training Program**

Helps borrowers who are behind on their mortgage payments keep their homes, and helps them gain the skills they need to earn more money and become financially stable.

#### **Healthcare Careers – Health Careers and REACH Projects**

The Health Careers and REACH Projects provide funding to healthcare providers to support the hiring and training of healthcare workers i.e. medical coders, IT professionals and nurses.

#### **Construction / Manufacturing - Jobs Funnel**

The Jobs Funnel is a pre-employment preparation and job training service for area residents seeking employment in the construction fields, and serves as the model “Funnel” program for the state.

#### **STEP UP - Manufacturing and Subsidized Employment**

Provides wage incentives for hiring unemployed adults. There is also a STEP UP program for Veterans.

### **Business Services**

Capital Workforce Partners’ Business Services helps employers find the talent they need. Our Business Consultants:

- ❖ Are the conduit to workforce related resources
- ❖ Connect employers to a large pool of middle-skilled, job ready talent
- ❖ Serve as your workforce agent, expert and concierge

They provide recruitment assistance, job match services, custom and timely labor market information, training and wage incentives when available.

AMENDMENT TO INTERGOVERNMENTAL CONSORTIUM AGREEMENT  
BY AND AMONG THE MUNICIPALITIES OF

ANDOVER, AVON, BERLIN, BLOOMFIELD, BOLTON, BRISTOL, BURLINGTON,  
CANTON, EAST GRANBY, EAST HARTFORD, EAST WINDSOR, ELLINGTON,  
ENFIELD, FARMINGTON, GLASTONBURY, GRANBY, HARTFORD, HEBRON,  
MANCHESTER, MARLBOROUGH, NEW BRITAIN, NEWINGTON, PLAINVILLE,  
PLYMOUTH, ROCKY HILL, SIMSBURY, SOMERS, SOUTH WINDSOR,  
SOUTHINGTON, STAFFORD, SUFFIELD, TOLLAND, VERNON,  
WEST HARTFORD, WETHERSFIELD, WINDSOR AND WINDSOR LOCKS.

THIS IS AN AMENDMENT TO THE INTERGOVERNMENTAL CONSORTIUM AGREEMENT (the "Agreement"), entered into by and among the above-captioned municipalities (the "Municipalities") in or about 2003. The Municipalities (sometimes hereinafter individually a "Party" and collectively the "Parties") collectively constitute the North Central Connecticut Workforce Development Area (the "Local Area").

**WITNESSETH**

WHEREAS, each of the Municipalities of the Local Area entered into the Agreement pursuant to the Connecticut General Statutes, in order to form the Local Area under the Workforce Investment Act (hereinafter "WIA") and implement a local workforce system for the Local Area; and

WHEREAS, on July 14, 2014 the United States Congress enacted the Workforce Innovation and Opportunity Act, (hereinafter "WIOA") which replaced WIA; and

WHEREAS, WIOA requires chief local elected officials to reaffirm their intent to continue as a local workforce area and to seek designation as a workforce area from the State of Connecticut (the "State"); and

WHEREAS, each of the Municipalities desires to continue to receive funds under WIOA and other related workforce funding streams so as to provide workforce services to their constituents by reaffirming their desire to remain a member of the consortium (the "Consortium") created pursuant to the Agreement and which additionally constitutes the Local Area;

**NOW THEREFORE**, in consideration of the premises and mutual covenants and obligations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree and understand as follows:

## ARTICLE I: AMENDMENT PURPOSE

It is the purpose of this Amendment to re-affirm and restate the duties, powers, and obligations of the Consortium of the Local Area under the Agreement, in order to be in compliance with WIOA.

## ARTICLE II: PARTIES TO THIS AMENDMENT AND INTENT OF THE PARTIES

- a. Each signatory hereof on behalf of a Municipality represents and warrants that he or she has the necessary authority to execute this Amendment to bring the Agreement into compliance with WIOA as it applies to local workforce development areas consisting of multiple units of local government. Each Party through its signatory represents and warrants that it has: (i) complied with any and all municipal and other applicable requirements for amending and restating the Agreement; (ii) becoming a member of the Consortium; and (iii) designating a Representative (as hereinafter defined) to serve and act on the Municipality's behalf. Further, each Party has the constitutional and/or statutory power pursuant to the Connecticut General Statutes to execute this Amendment, as evidenced by the signature of the signatory for such Party which is affixed to the execution pages of this Amendment.
- b. On and after the Effective Date (as hereinafter defined), each Party shall be represented by either its chief elected official or another elected official appointed by such Party, to represent such Party for all purposes hereof (in either case, its "Representative").
- c. The Parties agree that upon its execution by each Party, this Amendment shall be effective as of July 1, 2015 (the "Effective Date"), and that upon such execution and on and after the Effective Date, the term "Agreement" shall mean and refer to the Agreement as amended and restated by this Amendment. The Parties also agree that the Agreement as so amended and restated shall constitute an "agreement" pursuant to Section 107(c)(1)(B) of WIOA.

## ARTICLE III: TERM

- a. The Agreement (as amended hereby) shall be effective as of the Effective Date, and shall automatically renew on each subsequent July 1<sup>st</sup> for successive one-year terms, unless or until
  - i. The governor of the State (the "Governor") re-designates the Local Area,
  - ii. The date that is forty (40) years after the Effective Date, or
  - iii. Any Party withdraws from the Consortium by giving written notice to the other Parties, at least ninety (90) days prior to the end of a program year for receipt of federal workforce funds.

- b. If any Party so withdraws from the Consortium, the Agreement shall be modified to reflect the withdrawal of such member. The pertinent Municipality shall remain liable for its pro-rata share of obligations under the Agreement prior to the effective date of such Party's withdrawal.
- c. The Agreement shall remain in full force and effect until such time as the Governor has been notified and has taken such action as is appropriate to address designation and services issues for the Local Area.

#### ARTICLE IV: ORGANIZATION

- a. Consortium Membership and WIOA Chief Elected Official Designation
  - i. Each Representative of a Party shall be either: (a) the chief elected official of his or her respective Municipality; or (b) an elected official designated by such Municipality's governing body to serve as such Municipality's "Chief Elected Official" for the purposes required under WIOA.
  - ii. The Chairperson of the Consortium (as hereinafter described) shall serve as the "Chief Local Elected Official" of the Local Area for all WIOA purposes during his or her of term of office.
- b. Officers of the Consortium, Election of the Officers and Creation of a Council of Elected Officials to Act on Behalf of the Consortium for the Purpose of Conducting WIOA and WIOA-Related Business
  - i. The Officers of the Consortium (the "Officers") shall be a Chairperson and a Vice Chairperson. The Officers shall be elected by the Council of Elected Officials (as hereinafter defined) from among the Representatives, and shall serve for a two year term beginning January 1 of every even-numbered year. Elections shall be held once every two years following July 1, 2015 in December of each odd-numbered year, to follow municipal elections occurring in November of such years.
  - ii. Notwithstanding Section (b)(i) above, the Parties agree that the Officers for purposes of this Agreement and initial WIOA implementation shall be the Mayor of East Hartford, who shall serve as Chairperson, and the Chairman of the Town Council of Glastonbury who shall serve as Vice Chairperson.
  - iii. The term of office of the initial Officers described in Section (b)(ii) above shall begin on the Effective Date and shall extend through December 31, 2017.
  - iv. In order to be able to conduct its business in an efficient and effective manner the Consortium recognizes that it may be a challenge to assemble a majority of the Consortium for regularly scheduled meetings in a manner that

accommodates all thirty-seven Municipalities. To that effect the Consortium hereby designates from among its membership the Representatives of the following nine (9) Municipalities to serve as the Council of Elected Officials (the "Council") for purposes of conducting business on behalf of the Consortium following the execution of this Amendment and appointment of the initial Officers:

Bloomfield  
Bristol  
East Hartford  
Enfield  
Enfield  
Glastonbury  
Manchester  
New Britain  
Plainville  
Windsor Locks

- v. The Chairperson and the Vice Chairperson of the Consortium shall also serve as the Chairperson and Vice Chairperson of the Council.
  - vi. The Council shall elect the Chairperson and Vice Chairperson in accordance with the schedule described in Section b (i) above, based upon a simple majority of the members of the Council constituting a quorum, once a quorum has been seated at its biannual December election meeting.
  - vii. Council members shall serve until replaced. If any Council member wishes to resign from the Council, such member shall provide written notice of such resignation to the Chairperson. Upon receipt of such notice, the Chairperson shall solicit for a replacement to the Council from the Consortium; alternatively, the Chairperson may nominate such replacement. In either case, the Council shall elect such replacement member at its next regular meeting, by a simple majority vote of a quorum.
- c. Duties of the Chairperson
- i. The Chairperson shall call regular and special meetings of the Consortium and of the Council. The Chairperson shall have the right to vote on all matters which may come before the Consortium and of the Council.
  - ii. The Chairperson shall be a member of all Council committees (as hereinafter described), and may vote on all matters which may come before the Consortium and the Council.
- d. Duties of the Vice Chairperson

- i. At the request of the Chairperson or in the absence of the Chairperson, or during the Chairperson's inability to act, the Vice Chairperson shall assume the powers and duties of the Chairperson.
  - ii. The Vice Chairperson shall have such other powers and perform such other duties as may be assigned to him/her by the Council.
- e. Committees
  - i. The Council may establish such standing, special, ad hoc and advisory committees as it shall deem appropriate.
  - ii. In establishing any such committee hereunder, the Council shall specify the purpose and responsibilities of such committee.
  - iii. The Chairperson shall appoint and reappoint the members of any such committee from among the Representatives of the Council or of the Consortium, and shall designate the chairperson thereof and fill vacancies thereon; however any Representative of the Consortium, whether or not a member of the Council may serve on any committee of the Council. Any committee established by the Council may be terminated by the Council at any time.
- f. Full Consortium Meetings and Quorum Requirements
  - i. Regular Meetings. Unless otherwise specified by resolution of the Consortium, the Annual Business Meeting of the Consortium (as hereinafter described) shall constitute the regular meeting thereof.
  - ii. Special Meetings. Special meetings shall be held by call of the Chairperson or by petition to the Chairperson from those Representatives of at least nine members of the Consortium.
  - iii. Annual Business Meeting. The Annual Business Meeting, at which a report on the program performance and presentation of the annual audit shall be made, shall be held on a date and place to be selected by the Chairperson, but such meeting shall be held no later than December 31st of each year.
  - iv. Call of Meeting. Each Consortium member shall be sent notices of meetings in writing, which may include any manner of electronic means, postmarked at least five (5) days before the meeting date. The notices shall include the place and time of the meeting and an agenda for the meeting. Any matter not included in the agenda shall not be acted upon at such meeting other than routine ministerial and administrative matters, unless such matter is approved by a simple majority of the Representatives present and constituting a quorum.

- v. Minutes. Minutes of the Consortium meetings and other official actions shall be of public record.
  - vi. The Consortium shall follow Robert's Rules of Order for the conduct of meetings of the organization.
  - vii. Meetings shall be noticed and declared public meetings, open to the public, in accordance with Connecticut State Statutes and federal law.
  - viii. Quorum. For conducting the Consortium's business, any nine (9) Representatives shall be considered a quorum and a majority vote of the quorum shall be sufficient to move an item of business.
  - ix. To the extent allowed by the Connecticut General Statutes, Representatives may participate in meetings of the Consortium via a call-in number or such other technological aid as may be approved by the Legislature. However Representatives shall make every effort to attend in person.
  - x. Each Representative shall be entitled to a vote at meetings of the Consortium.
  - xi. There shall be no proxy or alternate votes at meetings of the Consortium.
- g. Council Meetings
- i. Regular Meetings of the Council shall be held a minimum of four times a year, so as to at a minimum approve the annual budget, approve or terminate the selection of the one-stop operator, approve the four year plan and amendments to the plan, and approve on behalf of the Consortium any contract, Memorandum of Understanding or other agreement as required by the State or other applicable authority, including without limitation any Memorandum of Understanding between one-stop partners including the core partners and to approve any agreements regarding core partner contributions to the infrastructure of the local one-stop system.
  - ii. The Council shall meet biennially in December of odd numbered years in order to vote on the selection of the Chairperson and the Vice Chairperson. Vacancies of such Officers may be filled at any regular or special meeting of the Council.
  - iii. Special Meetings. Special meetings may be called by the Chairperson or by petition to the Chairperson of the Council by a petition of a majority of the full Council membership.

- iv. Call of Meeting. Notice of meetings of the Council shall be sent to the Council and to each Consortium member, so that they will know that a meeting is being held and the Agenda for that meeting, in writing, which may include electronic communications, at least five (5) days before the meeting date. Notice shall include the place and time of the meeting and the meeting agenda. Non agenda matters may be presented at a meeting of the Council so long as approved by a simple majority of a quorum present at the meeting.
  - v. Minutes. Minutes shall be kept of all Council meetings and shall constitute a public record.
  - vi. The Council shall follow Robert's Rules of Order for the conduct of meetings of the organization when a question arises regarding motions presented for a vote at a regularly scheduled meeting.
  - vii. Meetings shall be noticed and declared public meetings, open to the public, in accordance with Connecticut State Statutes and federal law.
  - viii. Quorum. Five members of the Council shall constitute a quorum for conducting the Council's business and a majority vote of the quorum shall be sufficient to move an item of business. Once a quorum is present for a meeting, such quorum shall be deemed to be present until such meeting is adjourned.
  - ix. Should the Council appoint any committees, three (3) Representatives shall be required in order to conduct committee business and a majority vote of 2 of the minimum of three members shall be sufficient to move any item on a committee agenda
  - x. To the extent allowed by the Connecticut General Statutes, Council members may participate in meetings of the Council via a call-in number or such other technological aid as may be approved by the Legislature. However members shall make every effort to attend in person.
  - xi. Each Council member shall be entitled to a vote at meetings of the Council.
  - xii. There shall be no proxy or alternate votes at meetings of the Council.
- h. Grant Recipient and Sub-Grant Recipient Designation
- i. The Consortium shall support its programs and any costs incidental to the operation of its programs by grant funds appropriated to it by the federal and state grants and/or appropriations. In addition, the Consortium or its designee is authorized to accept any other grants in aid or assistance, funds from the United States Government or to accept appropriations from any of

its members, or any other organization or person, including the acceptance of donations, grants, or bequests whether it be in the form of tangible or intangible property.

- ii. The Consortium shall be the Grant Recipient of record for purposes of receipt of federal WIOA funds.
  - iii. The Consortium designates the North Central Connecticut Workforce Development Board (the "Workforce Board") to be the sub-grant recipient and Administrative Entity/Fiscal Agent for purposes of receipt of federal WIOA funds.
  - iv. The staff of the Workforce Board shall provide staff and related support to the Consortium and the Council. Such staff shall carry out the policies of the Consortium and Council, produce required reports for its review and approval, and provide such other services as may be necessary for the Consortium and Council to carry out their respective business.
- i. Appointment of Workforce Board Members
- i. The Council shall appoint the Workforce Board, which shall meet the membership requirements of WIOA Sections 107(b) and which shall meet the criteria established by the Governor and the State Board pursuant to Section 107 (b)(1) of WIOA.
  - ii. A majority of members of the Workforce Board shall be business representatives who are owners, chief executive or operating officers, or other business executives, or employers with optimum policymaking or hiring authority.
    - A. Appointments of business representatives to the Workforce Board shall be made from nominations received by the Council from among individuals nominated by local business organizations and business trade associations.
    - B. Business representatives shall include small businesses, or organizations representing businesses, that provide employment opportunities in the local area in in-demand industry sectors or occupations (as defined in WIOA section 3(23)).
  - iii. Not less than 20 percent of the members of the Workforce Board shall be workforce representatives which include (a) two or more representatives of labor, (b) one or more representatives of a joint labor- management, or union affiliated, registered apprenticeship program within the area who must be a training director or a member of a labor organization.

- A. If no union affiliated registered apprenticeship programs exist in the area, a representative of a registered apprenticeship program with no union affiliation shall be appointed, if one exists
  - B. Labor organization representatives must be appointed from among individuals who have been nominated by local labor federations. Pursuant to WIOA the Council shall establish a formal policy to facilitate these nominations which shall be communicated to local labor federations.
  - C. Following the appointment of a minimum of the three required labor / worker representatives the Council may appoint the balance of the members necessary to constitute the required 20 percent in this category from representatives of community-based organizations that (a) have demonstrated experience and expertise in addressing the employment, training or education needs of individuals with barriers to employment, including organizations that serve veterans or (b) provide or support competitive integrated employment for individuals with disabilities; or (c) represent organizations with demonstrated experience and expertise in addressing the employment, training, or education needs of WIOA eligible youth, including representatives of organizations that serve out-of-school youth, including representatives of organizations serving out-of-school youth.
- iv. The Council shall appoint representatives of entities administering education and training activities in the local workforce area who shall include:
- A. A representative of eligible providers administering adult education and literacy activities under title II. If there is more than one, or multiple institutions of higher education providers in the Local Area the Council shall solicit nominations from the providers and/or institutions of higher education providing adult literacy
  - B. A representative of institutions of higher education providing workforce investment activities such as community colleges
- v. The Council may include the appointment of representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment
- vi. The Council shall appoint representatives of governmental and economic and community development entities serving the local area which shall include:
- A. A representative of economic and community development entities

- B. An appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the local area
  - C. An appropriate representative of the programs carried out under Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732, 741), serving the local area
- vii. The Council may appoint representatives of agencies or entities administering programs serving the Local Area relating to transportation, housing, public assistance and representatives of philanthropic organizations serving the Local Area.
- viii. The Council may appoint such other individuals or representatives of entities as the Council deems appropriate.
- ix. Representatives appointed by the Council shall have "optimum policy-making authority", such that they can be expected to speak affirmatively on behalf of the entity he or she represents and to commit that entity to a chosen course of action.
- x. Appointees to the Workforce Board may represent more than one category of membership however; each such appointee shall only have one vote per issue.
- xi. All Workforce Board members shall be appointed by a majority of the seated members of the Council. The Council may appoint a nominating committee or may request that the Workforce Board appoint a nominating committee to make recommendations to the Council, initially as described (as of the Effective Date) in the Notice of Proposed Rule Making for WIOA, and hereafter as per any Final Rule under WIOA.
- xii. All appointments shall be subject to the local board appointment and certification criteria established by the Governor and or the Legislature.
- xiii. Workforce Board Member Terms
  - A. The Council shall appoint the members of the Workforce Board for three year staggered terms. Members may be reappointed at the pleasure of the Council.
  - B. To the extent that any Workforce Board member or members constitutes a necessary membership position for the purpose of WIOA compliance, such member or members shall continue in such

positions once their terms have expired, until their term is renewed or a new member has been appointed to their seat.

- C. The Council shall establish a procedure for being informed of vacancies on the Workforce Board by the staff providing Workforce Board support. In the event of notification of a vacancy a new member shall be appointed from the category of membership in which the vacancy occurred. The appointment shall be made in accordance with the nomination process applicable to the category of membership in which the vacancy occurred. The member appointed shall fulfill the term of the member whose separation from the Workforce Board resulted in the vacancy.
- D. The Council Chairperson may remove a Workforce Board member and reappoint someone to the seat vacated as a result of the removal at any time that the Chairperson becomes aware:
  - 1. That a Workforce Board member has had more than 3 unexcused absences, or
  - 2. That an appointed Workforce Board member ceases to represent the category of membership to which they were appointed, or
  - 3. That a Workforce Board member has resigned, is unable to finish their term because of health reasons, death, or resignation, or
  - 4. That a Workforce Board Member has committed an act of moral turpitude

ARTICLE V: POWERS DELEGATED TO THE CONSORTIUM, THE COUNCIL AND THE COUNCIL TOGETHER WITH THE APPOINTED WORKFORCE BOARD

- a. The Council shall appoint the members of the Workforce Board in accordance with State and WIOA criteria.
- b. The Council shall be responsible for requesting Local Area designation as appropriate and timely,
- c. In addition to the provisions herein contained the Council may create by-laws with respect to the Workforce Board appointment process.
- d. The Council has identified the Workforce Board as the entity which shall be responsible for disbursing grant funds.

- e. The members of the Consortium shall be liable for the WIOA funds in proportion to the population in their respective Municipality. However in accordance with General Provisions sections (a) and (b) the Workforce Board shall purchase insurance as described therein to limit the Consortium members' liability, to the extent allowed by law.
- f. The Council, pursuant to state and federal legislation regarding workforce investment systems and funding, shall oversee policy decisions and activities of the sub-grant recipient and Administrative Entity/ Fiscal Agent, including the following:
  - i. The power to contract with the Workforce Board.
  - ii. The manner in which accountability for fund expenditures shall be provided for including an independent audit to be done in accordance with the Connecticut General Statutes, and applicable federal legislation, as well as oversight and monitoring, which shall include receiving quarterly performance reports from the Workforce Board.
  - iii. The acceptance of grants, donations or other types of financial assistance as allowed by law.
  - iv. The manner in which any program income, fee for services or surplus funds may be expended and shall be reported.
  - v. The composition, membership appointments, and organizational approval of any advisory or partnership bodies to the Council.
  - vi. The development of policies and procedures and/or administrative rules to effectively carry out the Consortium's and Council's policies and decisions so long as they do not conflict with federal and state rules and regulations, or impinge upon powers granted to the Workforce Board.
- g. To the extent not delegated to and pursuant to an agreement with the Workforce Board, as permitted by USDOL guidance, the Council on behalf of the Consortium shall consult with the Governor on
  - i. The reorganization or decertification of the Workforce Board
  - ii. The designation of local areas
  - iii. The designation of regions
  - iv. The establishment and operation of the fiscal and management accountability information system

- v. Criteria for certifying one-stop centers
  - vi. Equitable and stable infrastructure funding for the one stop system.
  - vii. The local allocation formula for adult, dislocated worker and youth funds
  - viii. Requests for waivers of statutory and regulatory requirements under WIOA
- h. The Consortium and Council shall make the following information and or documents available to the public including through the inclusion of the information on the website of the Workforce Board:
- i. Workforce Board membership and member affiliation;
  - ii. Their meeting minutes;
  - iii. The four year plan and modifications to the plan prior to their submission to the State of Connecticut;
  - iv. The designation and certification of one-stop operators;
  - v. The process and selection of one-stop operators;
  - vi. The award of contracts to providers; and
  - vii. The process and decision to allow the Workforce Board to serve as the one-stop operator.
- i. The Council on behalf of the Consortium, together with the Workforce Board shall:
- i. Approve non mandatory one-stop partners;
  - ii. Comment on the State Plan;
  - iii. Negotiate the local and/or regional performance measures;
  - iv. Enter into regional planning as appropriate;
  - v. Set policy for the Local Area;
  - vi. Enter into an agreement regarding their roles and responsibilities;
  - vii. Work with the Governor in a disaster;
  - viii. Develop the local 4 year plan;

- ix. Develop 2 year modifications;
- x. Shall provide oversight over the one-stop system, youth programs and funds allocated to the local workforce area;
- xi. Approve investments in youth programs as well as adult and dislocated worker activities;
- xii. Oversee the local one-stop system and shall approve the use and management of one-stop, adult, dislocated worker and youth funds;
- xiii. Assure the use and management of funds to maximize performance;
- xiv. Select and terminate the one-stop operator;
- xv. Agree, as appropriate to the Workforce Board serving as the one-stop operator;
- xvi. Develop the Workforce Board budget;
- xvii. Decide on use of non-federal funds;
- xviii. Appeal the Governor's decision to reorganize;
- xix. Develop and enter into memoranda of understanding with the one-stop partners;
- xx. Approve optional one-stop partners; and
- xxi. Negotiate infrastructure costs

ARTICLE VI  
CONFLICT OF INTEREST AND CONFIDENTIALITY

- a. Consortium and Council Representatives shall not vote on matters coming before them for consideration if
  - i. the matter concerns the provision of services by the Representative or by an entity that the Representative represents; or
  - ii. the matter would provide direct financial benefit to the Representative or the immediate family of the Representative; or
  - iii. the matter concerns any other activity determined by the CLEO to constitute a conflict of interest as specified in the Regional Plan.

- b. Abstention. Consortium and Council Representatives shall individually abstain from voting on issues and matters that will result in a direct, indirect, or perceived conflict of interest. Abstentions and the general reasons therefore, should be duly recorded in the minutes of the meeting.
- c. Every effort shall be made when appointing non-business members to the Workforce Board that such members or the organizations they represent not be current recipients of WIOA or other grant funds administered and/or overseen by the Council.
- d. The Council shall ensure that the Workforce Board adopts a conflict of interest policy and a code of conduct.
- e. Confidentiality. All information, whether transmitted orally or in writing, that is of such a nature that it is not, at that time, a matter of public record or public knowledge is deemed confidential by the Consortium or Council. Representatives shall not disclose confidential information obtained in the course of or by reason of his or her membership on the Consortium or Council to any person or entity not directly involved with the business of the Consortium or Council. Further:
  - i. No Representative shall use confidential information obtained in the course of or by reason of his or her membership on the Consortium or Council in any matter with intent to obtain financial gain for the Representative, the Representative's immediate family or any business with which the Representative is associated.
  - ii. No Representative shall disclose confidential information obtained in the course of or by reason of his or her membership on the Consortium or Council in any manner with the intent to obtain financial gain for any other person.

#### ARTICLE VII: GENERAL PROVISIONS

- a. The Parties agree that Capital Workforce Partners, Inc. ("CWP") shall be directed to purchase such insurance as is necessary to fully insure the Consortium and indemnify its Municipalities, their elected officials or designees, and the signatories to this Agreement and save them harmless from all suits, actions, damages, liability and expense in connection with any misuse of grant funds allocated to the local area under Sections 128 and 133 of WIOA arising wholly or in part by any act or omission of the Consortium, the sub-grant recipient or any of its members, their agents, contractors, employees, servants, invitees, licensees or concessionaires, and from all reasonable attorney's fees and other costs of defending any such suit or action. Insurance policies to be purchased and maintained by CWP shall name the thirty-seven Municipalities and Consortium Parties as additional insureds, and

shall include, but not be limited to, coverage for directors and officers liability, professional liability and fiduciaries liability.

- b. The Workforce Board, as the sub-grant recipient, and Administrative Entity/ Fiscal Agent appointed hereunder, shall save harmless and indemnify the Consortium and its members from and against financial loss and expense arising out of any claim, demand, suit or judgment by reason of alleged negligence or alleged deprivation of any person's civil rights or other act or omission resulting in damage or injury, if the Consortium and/or its members are found to have been acting in the discharge of its duties or within the scope of employment and such act or omission is found not to have been wanton, reckless or malicious.
- c. It is understood and agreed that this Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Amendment that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.
- d. It is agreed that no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless approved by an affirmative vote of a majority vote of the Parties.
- e. Whenever any Party desires to give notice unto another Party, such notice shall be in writing sent by registered United States Mail with Return Receipt Requested, addressed to the Party for whom it is intended, at the place last specified, and the place for giving such notice in compliance with the provision of this paragraph. Each Party designates the seat of the governing body of its respective Municipality as the address for such notice-
- f. The Consortium shall make such reports to the State and federal governments as may be required and shall require such reports as necessary from the Workforce Board.
- g. Parties may be reimbursed for travel and out of pocket expenses to the extent allowed by the authorizing legislation governing the funding stream from which reimbursement is sought. Reimbursement shall be in accordance with federal, state and local policies.
- h. To the extent a dispute shall arise between or among the Parties in connection with this Agreement, the parties shall first attempt an informal resolution, and if this is unsuccessful, the parties shall attempt to resolve the dispute through mediation.
- i. The Chairperson shall act as duly authorized signatory for the Consortium on all agreements, grants, or on any other document requiring a signature and duly

approved by the Consortium, in order to be legally binding. In the absence of the Chairperson, the Vice Chairperson may sign on behalf of the Consortium.

- j. The Consortium authorizes the President/Chief Executive Officer of CWP to oversee the procurement of goods and services necessary to carry out the day-to-day activities of the Consortium, the Council and CWP, and to enter into agreements for these goods and services, without obtaining prior Consortium or Council authority. Those goods and services procured for service providers and customers currently through CWP's RFP process shall require Workforce Board authority.
- k. This Amendment shall be binding contract and shall be construed in accordance with and governed by the laws of the State, excluding any choice of law provisions thereof; the effect of which would be to apply the substantive law of a State other than Connecticut.
- l. In the event that any provision of this Amendment or the application of any such provision to any party or circumstances be held invalid or unenforceable or the application of such provision to parties or circumstances be unenforceable, the remainder of this Amendment shall not be affected thereby and shall remain in full force and effect.
- m. Any waiver at any time by any Party of its rights with respect to any matter arising in connection with this Amendment shall not be considered a waiver with respect to any subsequent default or matter.
- n. All references herein to "WIOA" shall be to WIOA as it may hereafter be amended, substituted or superseded by any successor legislation from time to time.

IN WITNESS WHEREOF, the Parties have made and executed this Amendment, effective as of the Effective Date, on separate signature pages, on the respective dates which accompany each signature.

SIGNATURE PAGE OF

AMENDMENT TO INTERGOVERNMENTAL CONSORTIUM AGREEMENT AMONG THE  
MUNICIPALITIES OF

ANDOVER, AVON, BERLIN, BLOOMFIELD, BOLTON, BRISTOL, BURLINGTON,  
CANTON, EAST GRANBY, EAST HARTFORD, EAST WINDSOR, ELLINGTON,  
ENFIELD, FARMINGTON, GLASTONBURY, GRANBY, HARTFORD, HEBRON,  
MANCHESTER, MARLBOROUGH, NEW BRITAIN, NEWINGTON, PLAINVILLE,  
PLYMOUTH, ROCKY HILL, SIMSBURY, SOMERS, SOUTH WINDSOR, SOUTHLINGTON,  
STAFFORD, SUFFIELD, TOLLAND, VERNON, WEST HARTFORD, WETHERSFIELD,  
WINDSOR AND WINDSOR LOCKS.

THE MUNICIPALITY OF \_\_\_\_\_, through its

\_\_\_\_\_  
**[title]**

\_\_\_\_\_  
**[print name of authorized signatory]**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



# 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:** 09-10-2015
3. **Date of Board Meeting:** 09-16-2015
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 **\$ 8,296.90**

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

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

Tax Refunds.xls

	BILL NUMBER	TAX	FIRE	INTEREST	TOTAL
<b>List 2012</b>					
Desrochers Sheila	12-01-1925	\$229.71	\$7.52		\$237.23
Adams Maria E	12-01-52	\$107.03	\$3.50		\$110.53
Financial Ser Veh Trust	12-03-55865	\$408.70	\$13.37		\$422.07
					\$0.00
<b>Total 2012</b>		<b>\$745.44</b>	<b>\$24.39</b>	<b>\$0.00</b>	<b>\$769.83</b>
<b>List 2013</b>					
Desrochers Sheila	13-01-1947	\$228.80	\$7.33		\$236.13
Adams Maria E	13-01-57	\$106.60	\$3.41		\$110.01
Bourke Jeffrey M	13-03-51749	\$74.28	\$2.38		\$76.66
Delucia Deborah M	13-03-54363	\$79.33	\$2.54		\$81.87
Gosler Jordan T	13-03-56997	\$149.42	\$4.79		\$154.21
Hall Brandon L	13-03-57493	\$39.07	\$1.25		\$40.32
Lester Susan V	13-03-60615	\$50.51	\$1.62		\$52.13
Palmer Michelle R	13-03-63986	\$22.47	\$0.72		\$23.19
Daimler Trust	13-04-80697	\$558.84	\$17.90		\$576.74
					\$0.00
<b>Total 2013</b>		<b>\$1,309.32</b>	<b>\$41.94</b>	<b>\$0.00</b>	<b>\$1,351.26</b>
<b>List 2014</b>					
Hann Auto Trust	14-003-57445	\$697.11	\$22.35		\$719.46
Desrochers Sheila	14-01-1983		\$7.33		\$7.33
Adorno Joseph M Jr	14-03-50114	\$113.36	\$3.63		\$116.99
All Weather Home Imprv	14-03-50231	\$92.69	\$2.97		\$95.66
Almy Edward P	14-03-50275	\$28.77	\$0.92		\$29.69
Badalucco Andrew P	14-03-50707	\$55.39	\$1.78		\$57.17
Cassot Robert W	14-03-52747	\$206.57	\$6.62		\$213.19
Clark Richard F	14-03-53156	\$13.58	\$0.44		\$14.02
Cole W Randolph	14-03-53308	\$12.74	\$0.40		\$13.14
Connecticut Light & Power	14-03-53419	\$51.78	\$1.66		\$53.44
Connolly Caitlin R	14-03-53453	\$91.56			\$91.56
Eberly Christopher C	14-03-55119	\$85.19	\$2.73		\$87.92
Engelke August R Jr	14-03-55277	\$30.07	\$0.96		\$31.03
Ennis Ruth	14-03-55296	\$29.33	\$0.94		\$30.27
Farrell Christopher	14-03-55504	\$19.89	\$0.64		\$20.53
Fass Leslie	14-03-55522	\$35.66	\$3.10		\$38.76
Feeney John P	14-03-55553	\$29.81	\$0.96		\$30.77
Ford Charles F	14-03-55943	\$33.63	\$1.07		\$34.70
Gallerani Michael G	14-03-56224	\$13.99	\$0.45		\$14.44
Gill Janette R	14-03-56579	\$12.06	\$0.38		\$12.44
Gorecki Stephen	14-03-56867	\$131.11	\$4.21		\$135.32
Gorecki Stephen	14-03-56869	\$53.45	\$1.71		\$55.16
Grigor Edith E	14-03-57141	\$15.63	\$0.50		\$16.13
Hashmi Razia S	14-03-57568	\$17.04	\$0.54		\$17.58
Honda Lease Trust	14-03-58081	\$140.61	\$4.51		\$145.12
Jackson Jeffrey S	14-03-58688	\$29.62	\$0.95		\$30.57
Jackson Jeffrey S	14-03-58689	\$42.06	\$1.34		\$43.40

Johnson Linda P	14-03-58950	\$80.70	\$2.58		\$83.28
Kalogeros Robert R	14-03-59193	\$27.95			\$27.95
Kalogeros Robert R	14-03-59195	\$104.34			\$104.34
Kane D Nishamto	14-03-59207	\$26.05			\$26.05
Kohler Daniel B	14-03-59744	\$76.39	\$2.44		\$78.83
Korn Stefan H	14-03-59792	\$124.97			\$124.97
Kremer Lindsay D	14-03-59892	\$59.57	\$1.91		\$61.48
Krisner William	14-03-59918	\$75.06	\$2.41		\$77.47
Kupruck Edward J	14-03-59990	\$7.16	\$0.23		\$7.39
Lee Naugab E	14-03-60449	\$119.42	\$3.83		\$123.25
Lowenberg Mark A	14-03-60925	\$42.95	\$1.38		\$44.33
Lyon Richard J Jr	14-03-61073	\$5.00			\$5.00
Martin Robert	14-03-61507	\$5.69			\$5.69
McIntyre Glenn R	14-03-61918	\$19.42	\$0.62		\$20.04
Meegan Scott A	14-03-62080	\$180.29	\$5.78		\$186.07
Miller Richard A	14-03-62389	\$7.13	\$0.23		\$7.36
Nissan Infiniti	14-03-63357	\$407.06	\$13.05		\$420.11
Paradis Marc A	14-03-64039	\$409.25	\$13.12		\$422.37
Poole Diana S	14-03-64711	\$25.50	\$0.81		\$26.31
Popowski Janet R	14-03-64726	\$112.21	\$3.60		\$115.81
Popowski Janet R	14-03-64727	\$35.42	\$1.13		\$36.55
Popowski Paul H	14-03-64728	\$56.42	\$1.81		\$58.23
Poprawa Yolanda	14-03-64731	\$16.30	\$0.52		\$16.82
Prince Norma A	14-03-64895	\$5.00			\$5.00
Robert John G	14-03-65505	\$50.04	\$1.61		\$51.65
Ross Sean W	14-03-65789	\$40.90	\$1.31		\$42.21
Sennott John L	14-03-66629	\$135.20	\$4.34		\$139.54
Several Emily Kate	14-03-66660	\$40.02	\$1.28		\$41.30
Shuler Scott C	14-03-66909	\$48.85	\$1.57		\$50.42
Shuler Scott C	14-03-66910	\$23.42	\$0.75		\$24.17
Smith Samantha J	14-03-67332	\$6.09	\$0.20		\$6.29
Subramanian Senthilkumar	14-03-67860	\$51.19	\$1.64		\$52.83
Thibodeau Edward A	14-03-68254	\$4.08	\$0.13		\$4.21
Tourtillotte James	14-03-68428	\$9.69	\$0.31		\$10.00
Toyota Lease Trust	14-03-68601	\$849.09	\$27.22		\$876.31
USB Leasing LT	14-03-68925	\$461.52	\$14.79		\$476.31
USB Leasing LT	14-03-68938	\$209.39	\$6.71		\$216.10
Weingarden Edward	14-03-69687	\$34.60	\$1.11		\$35.71
Weremchuk Peter	14-03-69742	\$110.39	\$3.54		\$113.93
Zinsmeister Eva M	14-03-70555	\$19.53	\$0.63		\$20.16
Labrecque Gary R	14-03-70880	\$36.19			\$36.19
					\$0.00
					\$0.00
<b>Total 2014</b>		<b>\$6,242.14</b>	<b>\$195.68</b>	<b>\$0.00</b>	<b>\$6,437.82</b>
<b>TOTAL 2012</b>		<b>\$745.44</b>	<b>\$24.39</b>	<b>\$0.00</b>	<b>\$769.83</b>

<b>TOTAL 2013</b>		<b>\$1,309.32</b>	<b>\$41.94</b>	<b>\$0.00</b>	<b>\$1,351.26</b>
<b>TOTAL 2014</b>		<b>\$6,242.14</b>	<b>\$195.68</b>	<b>\$0.00</b>	<b>\$6,437.82</b>
					<b>\$8,558.91</b>
<b>TOTAL ALL YEARS</b>		<b>\$8,296.90</b>	<b>\$262.01</b>	<b>\$0.00</b>	<b>\$8,558.91</b>



# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Thomas F. Cooke - Director of Administrative Services

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Date of submission:** September 3, 2015
2. **Date of Board Meeting:** September 16, 2015
3. **Individual or Entity making the submission:**  
  
Gerard G. Toner, Director of Culture, Parks and Recreation
4. **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 Permit application for the following event:  
  
Vie for the Kids 6K Trail Run/Walk – October 3, 2015
5. **Individual(s) responsible for 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  
860-408-4682  
gtoner@simsbury-ct.gov

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.):

A Public Gathering Permit meeting was held on September 3 for the Vie for the Kids 6K Trail Run/Walk which is held on the town owned property adjacent to the Ethel Walker School. Staff in attendance was Lieutenant Fred Sifodaskalakis, Assistant Town Planner Mike Glidden, and me. Elaine Milardo of the Farmington Valley Health District was not able to attend, but is aware of the event. There will not be any food prepared or served on site.

Robin Vidito, Director of Events for the Connecticut Children's Medical Center, presented an application for the event and will be submitting a Certificate of Insurance prior to the event on October 3.

All required sign-offs are in place and the event is recommended for approval by the Board of Selectmen.

7. **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.**

**YOU ARE RUNNING FOR OUR KIDS  
FIGHTING CANCER AND OTHER  
LIFE-ALTERING BLOOD DISORDERS**

If any of our children ever need to beat cancer or another life-altering blood disorder – we must have access to local, world-class health care. That's what we have today with Connecticut Children's. And by running on October 3, we'll make sure it stays that way.



*Kyla Pokorny & Dr. Mike Isakoff*

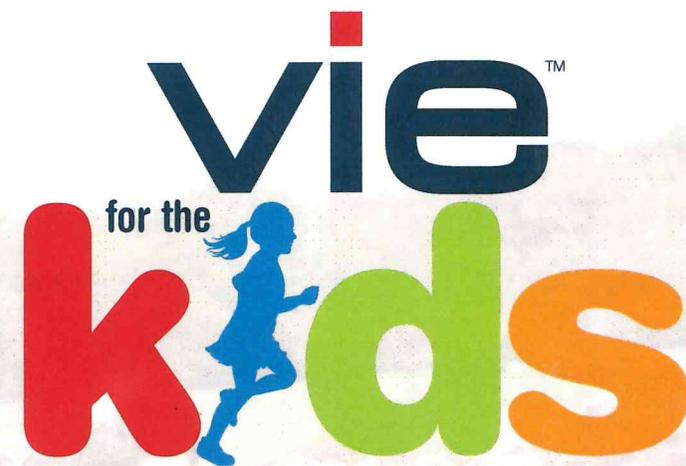
Connecticut Children's Medical Center is a nationally recognized, 187-bed not-for-profit children's hospital serving as the primary teaching hospital for the Department of Pediatrics at the University of Connecticut School of Medicine. Named among the best in the nation in the annual U.S. News & World Report "Best Children's Hospitals" rankings, Connecticut Children's is the only free-standing children's hospital in Connecticut that offers comprehensive, world-class health care to children. Our pediatric services are available at Connecticut Children's Medical Center in Hartford and at Saint Mary's Hospital in Waterbury, with neonatal intensive care units at Hartford Hospital and the University of Connecticut Health Center, along with a state-of-the-art ambulatory surgery center, five specialty care centers and 11 other locations across the state. Connecticut Children's has a medical staff of nearly 1,100 practicing in more than 30 specialties.



For more information, visit  
[WWW.CONNECTICUTCHILDRENS.ORG](http://WWW.CONNECTICUTCHILDRENS.ORG)



**SATURDAY, OCTOBER 3, 2015  
SIMSBURY, CT**



**6K TRAIL  
RUN/WALK  
& KIDS FUN RUN!  
AT THE ETHEL WALKER SCHOOL**

**Proceeds benefit the Cancer and Blood  
Disorders Clinical Trials Program at  
Connecticut Children's Medical Center.**



The Ethel Walker School





## REGISTRATION FORM

Mail registration form and payment to:  
**Connecticut Children's Medical Center/vie for the kids**  
282 Washington Street, Hartford, CT 06106  
Please make checks payable to  
**Connecticut Children's Medical Center Foundation.**

### Pre-Registration Pricing (on/before 9/18/15):

- Adults (Age 18 or older) ..... \$25
- Youth (Age 17 or younger) ..... \$20
- Kids Fun Run ..... Free

### Registration Pricing (9/19/15 or later):

- Adults (Age 18 or older) ..... \$30
- Youth (Age 17 or younger) ..... \$25
- Kids Fun Run ..... Free

# 6K TRAIL RUN/WALK & KIDS FUN RUN

ETHEL WALKER WOODS, SIMSBURY, CONNECTICUT

## OCTOBER 3, 2015

**REGISTRATION OPENS: 8:30 AM**

**KIDS FUN RUN: 9:15 AM**

**RACE START: 9:30 AM**

### ABOUT THE RACE:

*vie for the kids* is a 6 kilometer run/walk on the trails of the Ethel Walker Woods. The course, which takes you through this pristine and protected jewel of the Simsbury Land Trust, is perfect for participants of all skill levels.

This is a trail course. Please be prepared for the weather and ground conditions that are common with trail runs. Leashed dogs and all-terrain strollers are welcome.

### RACE START/FINISH:

Next to the horse arena, near the registration area.

### PARKING:

Ethel Walker School. Cross Bushy Hill Road at flashing light/cross walk.

### RACE ADDRESS:

230 Bushy Hill Road, Simsbury, CT

### ONLINE REGISTRATION:

Online registration is available by visiting:

**www.vieforthekids.com**

### AWARDS:

Top overall male and female, plus awards will be given for the following categories:

- Youth 13 & under
- Juniors 14 - 18
- Open 19 - 29
- Sub-master 30-39
- Master 40 - 49
- Grandmaster 50 - 59
- Veteran 60 - 69
- Grand Veteran 70+

### FOR MORE INFORMATION:

Please call Robin Vidito at 860.837.5719

### MAKING A DIFFERENCE:

*vie for the kids* is the top fund-raising effort for the Cancer and Blood Disorders Clinical Trials Program. Since it's inception, *vie for the kids* has raised more than half-a-million dollars, and helped hundreds of children in their fight against cancer.

### ABOUT VIE:

Paul Shapiro and Susan Anderson are the founders and visionary leaders of *vie for the kids*. Their company, *vie*, is a global sales performance & training company that drives transformation and bottom line results for their clients.

please tear here and mail

Runner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Age on race day: \_\_\_\_\_

Member of a Team?: \_\_\_\_\_

Male  Female

Shirt Size:  Small  Medium  Large  X-Large

Payment:  Cash/Money Order  Check  
 Master Card  Visa  Discover  AMEX

CC #: \_\_\_\_\_

Amount Due: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Waiver And Release: I know that running is a potentially hazardous activity. I understand that I should not participate unless medically able. I assume all risks associated with involvement with this race, including but not limited to falls, contact with participants, the effects of weather, (including high heat and/or humidity), the condition of the course and/or trails, these risks being known and appreciated by me. Having read this Waiver and Release, knowing these facts, and in consideration of my being accepted into this race, I, for myself and anyone entitled to act on my behalf, waive and release *vie* LLC, The Ethel Walker School, Connecticut Children's, all sponsor and hosts, and their representatives and successors from all claims or liabilities of any kind arising from my involvement in this race.

Signature: \_\_\_\_\_



# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Approval of Timber Harvest Bid – Onion Mountain Park
2. **Date of submission:** September 8, 2015
3. **Date of Board Meeting:** September 16, 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  
860-408-4682  
[gtoner@simsbury-ct.gov](mailto:gtoner@simsbury-ct.gov)

5. **Action requested of the 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 bid of and authorize entering into an agreement with DML Logging to harvest timber on 37 acres of town owned land on Onion Mountain Park.

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.):**

Following the acceptance of a forest management plan for Onion Mountain Park, the Town authorized Eric Hansen of Ferrucci and Walicki Land Management, LLC to prepare a proposal for a timber harvest on 37 acres at that site (attached). The Forest Management Plan for that site has been reviewed and approved by the Conservation Commission.

A total of 549 sawtimber trees were selected for thinning along with 414 trees for firewood. Assistant Town Planners Rachel Blatt and Mike Glidden met with Eric Hansen and me and reviewed the site prior to the preparation of the proposal.

The deadline for proposals was August 25 and Mr. Moon submitted a bid of \$13,765. He was the only bidder. He has done similar timber harvest work for the State DEEP and the Metropolitan District Commission. He anticipates starting work later this Fall.

Along with Eric Hansen, Mike and I will both closely monitor the harvesting process.

The agreement was prepared by Town Attorney Robert Decrescenzo.

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

The total amount of the bid paid to the Town will be \$13,765. The consulting forester will be compensated at \$65/hr. for his weekly visit to the site to monitor the operation.

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:*

Timber Sale Bid Proposal



July 22, 2015

To All Stumpage Buyers,

The Town of Simsbury is seeking sealed bids on 549 marked sawtimber trees containing an estimated 91.6 mbf, 414 firewood trees containing approximately 63 cord, and 21 cull trees. These trees are located on about 37 acres of forestland in Simsbury, CT. All marked trees (except one tree to be girdled) must be cut by the Buyer, and the usable portions removed at their discretion. The landing, access roads and all main and most secondary skid roads are marked. Many roads are pre-existing and/or have been used in previous harvests. A timber tally, sketch map and draft-logging contract are enclosed.

**Showing:** This lot will be shown on August 11 at 9:00 a.m. Meet at the gate at near the southern end of the property along the west side of West Mountain Road between Quorn Hunt Road and Rocklyn Drive (approximately 1,500 feet north of Rocklyn Drive). Contact Eric Hansen at (860) 349-7007 to discuss inspecting the timber if you will not be at the showing.

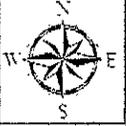
**Marking:** The timber trees on the property are marked with horizontal orange paint stripes, firewood trees with orange dots and cull trees with orange Xs. There is one (1) tree to be girdled which is marked with an orange "G". Sale boundaries are designated by double sets of marks. Main skid roads are flagged in blue. The main existing trail is flagged in red. The wetland boundaries are flagged in pink.

**Bid Terms:** The winning bidder must sign and return the contract and pay 20% of the bid price within 10 business days of receipt of the sale contract. The remaining 80% of the bid price is divided into two 40% payments as specified in the enclosed contract. A \$2,000 performance deposit (bond) is due before starting work. Please include any desired changes to these terms with your bid.

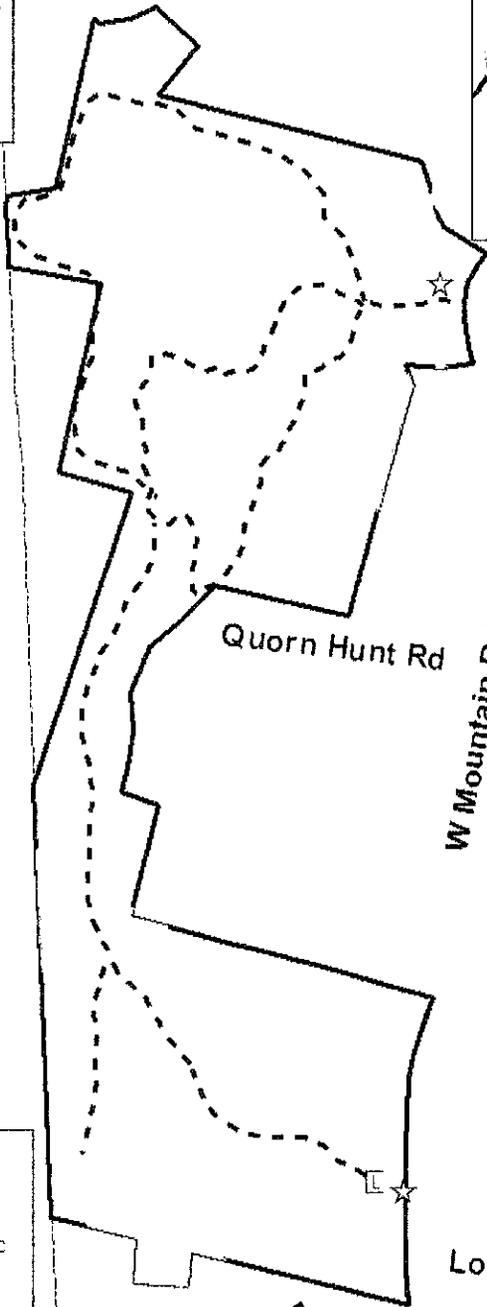
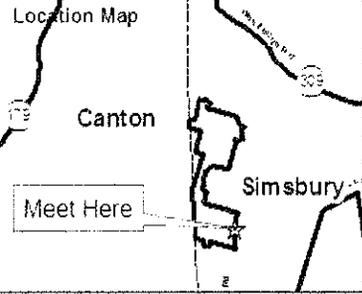
**Contract:** A draft copy of the contract is enclosed. Some of the provisions include: Buyer is responsible for providing insurance information and appropriate documentation to seller; maintaining the existing access roads; performing erosion control work as per "2007 Connecticut Field Guide: Best Management Practices for Water Quality While Harvesting Forest Products"; lopping tops to a height of 5 feet and to a height of 3 feet within 25 feet of the main trail; Buyer will backblade and remove slash, chunks and woody debris from all loading areas and main access roads at the conclusion of harvesting activities; tops of trees felled beyond the double marked trees indicating the sale boundary may be required to be winched or otherwise transported to be within the sale boundaries; work is only allowed between 7:30 am and 5:00 pm, and no work is to be done on sale area on weekends.

**Bids:** This sale is to be on a lump-sum basis (volumes are not guaranteed, but are final for this sale). Please send your bids to Ferrucci & Walicki's office at 6 Way Rd. Middlefield, CT 06455 by 1:00 pm on August 25, 2015. Include one lump-sum bid price for all marked trees. A bid sheet is enclosed for your use. Please fill out the amount bid by species per MBF. All bids are assumed to be in effect for 60 days from bid due date unless otherwise stipulated. The landowner reserves the right to reject any or all bids. Mark outside of sealed bid envelope "Bid on Simsbury Timber Sale".

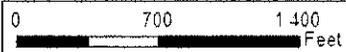
Onion Mountain Park  
 2015-2016 Timber Sale  
 Overview Map  
 West Mountain Road  
 Town of Simsbury, CT



Chuck Hill Rd



- Timber sale area - 37.5 ac
- Property boundaries
- Gate
- Main trails
- Landing
- Watercourse
- Wetlands



Map created 6:25:15 by Eric Hansen  
 Ferrucci & Walicki, LLC  
 For planning purposes only; not a survey  
 Sources: CT DEEP, Town of Simsbury

**Town of Simsbury - Onion Mountain Park  
2015-2016 TIMBER HARVEST**

**Total Volume, # of Trees, and Volume per Tree by Species**

<b>Species</b>	<b>Volume (MBF)</b>	<b># of Trees</b>	<b>Bdft per Tree</b>	<b>% Volume</b>
Black Birch	2.40	31	77	3%
Black Oak	4.40	35	126	5%
Chestnut Oak	0.10	1	100	0%
Hemlock	8.90	80	111	10%
Red Maple	4.00	44	91	4%
Red Oak	6.70	22	305	7%
Scarlet Oak	20.20	129	157	22%
White Oak	3.90	25	156	4%
White Pine	38.50	175	220	42%
Yellow Birch	0.30	3	100	0%
Yellow-Poplar	2.20	4	550	2%
<b>Summary</b>	<b>91.60</b>	<b>549</b>	<b>167</b>	



# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Simsbury Chamber of Commerce Lease
2. **Date of submission:** September 10, 2015
3. **Date of Board Meeting:** September 16, 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 – [tcooke@simsbury-ct.gov](mailto:tcooke@simsbury-ct.gov)

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

Approve Simsbury Chamber of Commerce License with the Town of Simsbury for Space at the Simsbury Free Library for the Tourism Committee

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

During the FY2016 budget process the Board of Selectmen authorized the use of funds in the amount of \$5,000 for the Simsbury Tourism Committee to lease space and re-establish a presence for a Visitor's Center in the Town of Simsbury. The Simsbury Chamber of Commerce has agreed to sub-let space to the Tourism Committee consistent with an amendment to its own lease with the Simsbury Free Library (see, attached Third Amendment to Lease).

In order to secure the space for the Tourism Committee, Town Counsel has adopted the attached License between the Simsbury Chamber of Commerce and the Town of Simsbury for a period beginning on August 1, 2015 and ending on July 31, 2016 unless extended pursuant to the terms of the License.

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

\$5,000 as allocated to the Tourism Committee for the purpose set forth above.

**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 from Town Counsel – August 12, 2015  
Third Amendment to Lease (Simsbury Free Library and Simsbury Chamber of Commerce)  
License



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

August 12, 2015

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

Re: Simsbury Chamber of Commerce Lease With  
The Simsbury Free Library: Tourism Committee

Dear Lisa:

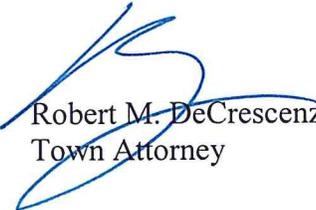
You have asked me to review the Third Amendment to Lease between the Simsbury Free Library as Lessor and the Simsbury Chamber of Commerce as Lessee.

The Amendment authorizes the Chamber of Commerce to sublet a 154 square foot portion of its office space at the Simsbury Free Library to the Tourism Committee. The Tourism Committee is a special committee of the Town formed by the Board of Selectmen under Section 403 of the Town Charter.

The Amendment requires the Tourism Committee to affirm the terms and conditions of the Lease. I suggest the Town of Simsbury, on behalf of the Committee, enter into a License Agreement with the Chamber of Commerce for use of the Premises. The license will be terminable at will. I attach a form of a license for this use.

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

Very truly yours,



Robert M. DeCrescenzo, Esq.  
Town Attorney

RMDe/psm  
Enclosure

THIRD AMENDMENT TO LEASE

This Amendment to Lease is entered, effective as of July 14, 2015, by and between The Trustees of the SIMSBURY FREE LIBRARY ("Landlord"), a nonprofit organization having its principal location in the Town of Simsbury, County of Hartford and State of Connecticut, and the SIMSBURY CHAMBER OF COMMERCE, a nonprofit organization having its principal location in the Town of Simsbury, County of Hartford and State of Connecticut ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a certain lease dated as of June 1, 1997 (the "Lease"); and as amended in November of 2000 and January 2006

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

- 1. Article 14. ASSIGNMENT, MORTGAGE, ETC. of the Lease is hereby amended and restated to read as follows:

Tenant shall not assign, mortgage or encumber this agreement, nor suffer or permit the Demised Premises or any part thereof to be used by others, without the prior written consent of the Landlord in each instance. Without limiting the generality of the foregoing it is expressly agreed by the Landlord that Tenant may permit The Tourism Committee of the Town of Simsbury to use a portion of such Premises for The Tourism Committee's regular day -to- day activities. Such portion shall consist of approximately one hundred and fifty four square feet (154 sq. ft.) of space at the base of the entry stairs. Landlord shall add a signage "bar" referencing the Tourism Committee on its Hop Meadow Street sign. Tenant shall reimburse Landlord for the cost of such signage.

Tenant expressly agrees that it will obtain a written commitment from the Tourism Committee to abide by the terms of this Lease as they shall apply to the Tourism Committee's use of the Demised Premises.

- 2. Except as herein expressly modified, the Lease is hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties hereto have subscribed or caused their names to be subscribed on the dates specified below.

TENANT:  
SIMSBURY CHAMBER OF COMMERCE

LANDLORD:  
TRUSTEES OF THE SIMSBURY FREE LIBRARY

By: \_\_\_\_\_

Lisa Gray Executive Director

July \_\_\_\_, 2015

By: \_\_\_\_\_

Tara D. Willerup - Vice Chair

July \_\_\_\_, 2015

## LICENSE

THIS LICENSE made and entered into on the date hereinafter set forth by and between the SIMSBURY CHAMBER OF COMMERCE, 749 Hopmeadow Street, Simsbury, CT 06070 ("Licensor") and the TOWN OF SIMSBURY, a municipal corporation having its boundaries within the County of Hartford and State of Connecticut (hereinafter, the "Licensee"), 933 Hopmeadow Street, Simsbury, Connecticut, 06070.

### W I T N E S S E T H :

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

**1. Demise of Premises.**

Licensor does hereby demise and License to the Licensee, and the Licensee does hereby License and hire from the Licensor, the premises located at 749 Hopmeadow Street, Simsbury, CT 06070 described on Schedule A known as a portion of the Simsbury Free Library as more particularly described in the Third Amendment to Lease by and between the Simsbury Free Library as Landlord and the Simsbury Chamber of Commerce as Tenant attached hereto and made a part hereof (hereinafter, the "Licensed Premises"). The Licensed Premises consists of 154 square feet within the Licensor's Leased Premises at the Simsbury Free Library.

**2. Title and Condition.**

Licensor warrants to the Licensee that it is well seized and possessed of the Licensed Premises and has a good and lawful right to enter into this License pursuant to the Third Amendment to Lease by and between the Licensor and the Simsbury Free Library. The Licensor also covenants with the Licensee that the Licensee, upon paying the fee in the manner specified and performing the conditions, covenants, and agreements herein contained, shall be entitled to use and enjoy the Licensed Premises for the specified term, as described in Paragraph 3.

**3. Use and Occupancy of Premises.**

Licensee may use and occupy the Licensed Premises for office and other related uses by the Simsbury Tourism Committee.

**4. Term and Options to Extend or Renew.**

a. The Effective Date of this License shall be August 1, 2015.

b. The term of this License shall be until July 31, 2016, unless extended by mutual consent of the parties upon notice given on or before June 1, 2016 by either party of intent to seek an extension for one year to July 31, 2017.

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

**5. Fee.**

The License Fee for the term of this License shall be at the rate of One Dollar (\$1.00) for each twelve (12) month period in the term, payable in advance on the date of execution for the first year and the first day of August for each year of the option term. All payments are to be made by check payable to the Simsbury Chamber of Commerce.

At the time that the first payment of the License Fee is due in addition to the payment of License Fee, Licensee shall furnish to Licensor:

**6. Taxes.**

Licensor shall pay all real estate taxes and all other taxes, charges and assessments which may be assessed on the Licensed Premises.

**7. Compliance with Law.**

Licensee shall, during the term hereof, comply with and shall cause the Licensed Premises to comply with all local, state and federal laws and regulations and restrictions.

**8. Liens.**

Unless otherwise provided herein, Licensee shall keep the Licensehold estate free and clear of liens and encumbrances.

**9. Termination.**

This License may be terminated at any time in the sole discretion of either party upon thirty (30) days written notice to the other party for the terminating party's convenience at any time and without cause.

**10. Condemnation.**

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

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

**11. Indemnity and Insurance.**

The Licensee shall indemnify, defend and hold harmless the Licensor, its agents, officers and employees from and against any and all liability (statutory or otherwise), claims, suits, demands, judgments, costs, interest and expenses (including, but not limited to, attorneys' fees and disbursements) arising from any injury to, or death of, any person or persons or damage to property (including loss of use thereof) related to the Licensee's use of the premises or conduct of business therein including any damage upon the Licensed Premises, (b) any work or thing whatsoever done, or any condition created (other than by the Licensor, its employees, agents or contractors) by or on behalf of the Licensee in or about the premises, (c) any condition of the premises due to or resulting from any default by the Licensee in the performance of the Licensee's obligations under this License, or (d) any act, omission or negligence of the Licensee or its agents, contractors, employees, subtenants, licensees or invitees.

Licensee shall, at Licensee's expense, obtain and keep in force at all times during the term of this License, comprehensive general liability insurance with an insurance carrier acceptable to Licensor, including broad form general liability endorsement and contractual liability on an occurrence basis and comprehensive auto liability, including owned, non-owned and hired vehicles with limits of not less than ONE MILLION (\$1,000,000.00) DOLLARS combined single limit insuring Licensor and Licensee against any liability arising out of the use, occupancy or maintenance of the Licensed Premises.

Licensee may carry such insurance under a blanket policy provided an endorsement naming Licensor as an additional insured is attached thereto.

**12. Sub-letting; Successors and Assigns.**

Licensee may not sublet the Licensed Premises or mortgage, sell, assign or transfer his rights pursuant to this License, without the written consent of Licensor.

**13. Conditions of Default.**

a. Any of the following occurrences or acts shall constitute an Event of Default:

(1) Failure to make any rental payment when due.

(2) Failure to keep and perform any of Licensee's other agreements or obligations hereunder, if such failure shall have continued for fifteen (15) days after written notice by Licensor to Licensee specifying the nature of the default and demanding cure.

b. Upon the occurrence of an Event of Default, and during the continuation thereof, Licensor may, at its option, either:

(1) proceed by appropriate legal proceedings to enforce performance of the applicable provisions of this License or to recover damages for the breach thereof; or

(2) give Licensee written notice of Licensor's intention to terminate this License on a date so specified, which shall be not less than fifteen (15) days after the giving of such written notice, and upon the date so specified the License shall terminate and all rights of Licensee shall expire, unless before such date all arrearages shall have been fully paid and all other default shall have been fully cured. Licensee agrees to vacate the Licensed Premises within said fifteen (15) day period.

c. In the event of the termination as set forth above, Licensor may re-enter and take possession of the Licensed Premises and may re-let the same upon such terms as it deems advisable. No termination of this License and no re-entry by Licensor shall prevent Licensor from recovering damages for Licensee's breach. No re-entry by Licensor shall be considered a termination of the License unless written notice of such intention shall have been given to Licensee.

**14. Notice and Demands.**

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

a. **Licensor:**  
Executive Director  
Simsbury Chamber of Commerce  
749 Hopmeadow Street  
Simsbury, CT 06070

b. **Licensee:**  
  
First Selectman  
Town of Simsbury  
933 Hopmeadow Street  
P.O. Box 495  
Simsbury, Connecticut 06070

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

**15. Surrender.**

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

**16. Miscellaneous.**

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

*[The remainder of this page is intentionally blank]*



STATE OF CONNECTICUT )  
 ) ss: at Simsbury  
COUNTY OF HARTFORD )

On this the \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned officer, personally appeared Lisa L. Heavner who acknowledged herself to be the First Selectman of the Town of Simsbury, a municipal corporation, and that she, as such First Selectman, executed the foregoing instrument for the purposes therein contained as her free act and deed and the free act and deed of said Town.

---

Commissioner of the Superior Court  
Notary Public/My Commission Expires:



# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Eversource Staging Area Agreement
2. **Date of submission:** September 11, 2015
3. **Date of Board Meeting:** September 16, 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: (860) 658-3230,  
[tcooke@simsbury-ct.gov](mailto:tcooke@simsbury-ct.gov)

Kevin Witkos, Community Relations, Eversource Energy

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 enter into the attached Revocable Licensing Agreement permitting Eversource Energy to use the Iron Horse Boulevard Parking Lots as an emergency staging area.

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 attached Revocable License Agreement would permit Eversource Energy to stage their equipment on the Iron Horse Boulevard parking lots in the event of a natural weather disaster. Eversource Energy has worked closely with representatives of the Town of Simsbury's Emergency Management team to identify an appropriate site for the staging area. The location of emergency equipment in Simsbury should help the Town

and Eversource to make roads safe and restore services to Simsbury residents in the event of a major storm.

**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:*

Revocable License Agreement

## REVOCABLE LICENSE AGREEMENT

This Revocable License Agreement is made and entered into as of June 25, 2015, by and between The Town of Simsbury, CT, with an address at 933 Hopmeadow Street, Simsbury, CT 06070 ("Owner") and The Connecticut Light & Power Company d/b/a Eversource Energy, with an address at 107 Selden Street, Berlin, CT 06037 ("Utility").

### WITNESSETH:

WHEREAS, Owner owns and operates the Faith Church located on Iron Horse Boulevard, Simsbury, Connecticut as shown of the attached sketch labeled Exhibit A ("Property");

WHEREAS, in the event of natural weather disasters such as major storms and hurricanes, Utility desires to use a designated portion of the Property as temporary staging areas from time to time to park trucks and stage employee vehicles and to act as show-up sites for employees of Utility, its contractors, and other utilities assisting Utility with emergency storm restoration work;

WHEREAS, Utility will be responsible to secure the temporary staging areas against theft, vandalism, and site abuse, and to install temporary lighting for use during darkness;

WHEREAS, Owner is willing to provide a revocable license to Utility to temporarily use designated portions of the Property as a staging area in order to coordinate its emergency storm restoration work; and

WHEREAS, Utility agrees that upon the completion of its emergency storm restoration work, it will return the Property to its condition prior to Utility's use as a staging area.

NOW, THEREFORE, the parties agree as follows:

1. Owner hereby grants to Utility a revocable license to use the area of the Property (the "Space") to perform the functions described in the recitals above on a temporary, "as needed" emergency basis.
2. To the fullest extent permitted by applicable law, Utility shall, at its sole cost and expense, defend, indemnify, and hold harmless, Owner, and its officers, directors, shareholders, members, partners, employees, servants, agents, independent contractors, parents, subsidiaries, affiliates and any related entities from and against any and all claims, liabilities, obligations, losses, penalties, actions, suits, damages, expenses, disbursements (including reasonable legal fees and expenses), or costs of any kind and nature whatsoever ("Claims") for property damage, bodily injury and death brought by third-parties, including without limitation, employees, servants, representatives or agents of Utility or any of its subcontractors or assisting utility companies, which occur in or upon the Space, or in any way proximately relating to or proximately resulting from, arising out of, or in connection with, whether in whole or in part, the negligent acts or omissions of Utility (including without limitation such acts or omissions of Utility's officers, directors, employees, agents, contractors, invitees, and/or licensees) while at, on or upon the Property, including ingress and egress thereto. The indemnity set forth herein will apply regardless of the active or passive negligence or sole, joint, concurrent, or comparative negligence of any of the Owner Parties and regardless of whether liability without fault or strict liability is imposed or sought

to be imposed upon any of the Owner parties, except to the proportional extent that a final judgment of a court of competent jurisdiction establishes under the comparative negligence principles of the state where the Property center is located that a Claim was proximately caused in part by the intentional wrongdoing or negligence of an Owner Party, provided, however, that in such event the indemnity will remain valid for all other Owner Parties. The provisions of this Section shall survive the expiration or earlier termination of this Agreement until all Claims involving any indemnified matter are fully and finally barred by the applicable statute of limitations.

3. Utility shall, at all times during the term of this Agreement and any extension(s) thereof, at Utility's sole cost and expense, obtain and maintain the following policies of insurance, naming Owner as "additional insured" with respect to liability arising out of Utility's ongoing and completed operations and providing that no such insurance may be canceled without at least thirty (30) days written notice to Owner by certified mail to Owner:
  - (a) A commercial general liability policy, including contractual liability coverage with respect to this agreement with combined single limits of not less than \$5,000,000.00 per occurrence, with a \$5,000,000.00 policy aggregate limit. Such policy shall not contain explosion, collapse and/or underground exclusions. Utility may self-insure part or all of this exposure.
  - (b) An automobile comprehensive liability policy with combined single limits of not less than \$2,000,000.00 per occurrence. Utility may self-insure part or all of this exposure.
  - (c) Worker's Compensation and Occupational Disease insurance as required by the laws of the state where the shopping center is located. Utility and its affiliates may self-insure part or all of this exposure.
  - (d) Employer's liability insurance with a \$1,000,000.00 limit. Utility and its affiliates may self-insure part or all of this exposure, as approved by the State of Connecticut.
  - (e) If Utility desires to self-insure any of the insurance requirements set forth in this Section 3 of the Agreement, Utility shall immediately (and annually thereafter while this Agreement is in effect and Utility desires to self-insure) provide a notarized statement from the Utility's Assistant Treasurer, to Owner stating that Utility has a minimum total common equity of not less than \$100,000,000.

All policies of insurance required of Utility under this Agreement shall be obtained from reputable insurers licensed to do business in the state where the Property is located.

4. The Space will be made available to Utility on an "as is" and "where is" basis without any representations or warranties of any kind or nature as to its condition or suitability for Utility's intended purpose. Utility will be solely responsible to clear the designated area of debris and undertake any other necessary preparation needed for the staging project. Utility shall be responsible to inspect the Space for any unreasonably dangerous defects and conditions and to repair any such conditions which in Utility's opinion, constitute an unreasonably dangerous conditions, and/or post warnings to Utility's employees, servants, agents, subcontractors, sublicensees, guests and invitees. Utility shall be responsible for security and protection of the Space, including without limitation, securing the temporary staging areas against theft, vandalism, and site abuse, and to install temporary lighting to be used during darkness hours and to employ any and all security measures which it deems necessary for the protection of the Space, Utility's personal property and Utility's employees, servants, agents, subcontractors, sublicensees, guests and invitees. Owner shall have no obligation to provide any security measures, repair or maintenance to the Space.

5. Utility shall provide any surface improvements it deems necessary for the effective use of the Space, required utility services, sanitation facilities, fuel dispensing for its equipment, mobile office facilities, tents, eating facilities, and upon termination of use, Utility at its sole cost and expense, will restore the property to its original condition.
  
6. This Agreement shall be for a term of one (1) year commencing on September 4, 2015 and ending on September 3, 2016, and shall be terminable by either party upon sixty (60) days written notice to the other party. This Agreement shall automatically be renewed for successive one year periods, with all of the terms and conditions herein contained equally applicable to the renewal term, unless written notice of non-renewal is given not less than sixty (60) days prior to the expiration of the then current term. However, it is expressly agreed by the parties that each party reserves the right to cancel any renewal term with or without cause on sixty (60) days written notice.
  
7. Upon happening of an outage event, or in the event of an immediate pendency of a potential outage event, the Utility may contact Owner (\_\_\_\_\_) (work) or, (\_\_\_\_\_) (cell) for the purpose of securing the use, and coordinating access to such portion of the Property that may be required for temporary emergency restoration staging purposes. Utility shall have no right to enter the Property without such prior coordination and advance notice to Owner of its intended use.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers or representatives effective as of the date first above written.

**Utility: The Connecticut Light & Power Company d/b/a Eversource Energy**

By  \_\_\_\_\_

Print: Salvatore Giuliano (860) 665-6173 (work), (860) 428-9101 (cell)

Title: Manager of Real Estate

**Owner: Town of Simsbury**

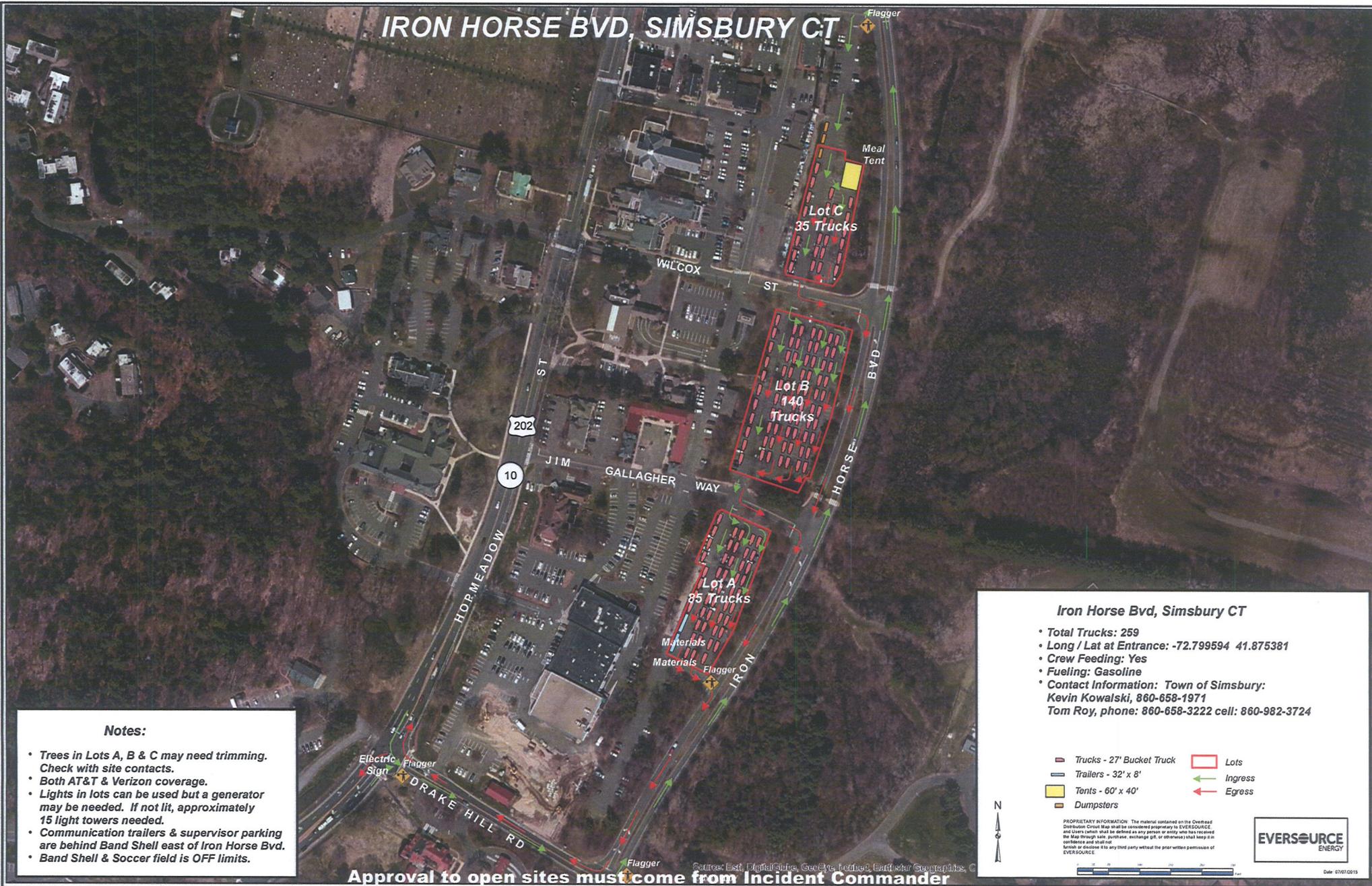
By \_\_\_\_\_

Print:

Title \_\_\_\_\_

# Exhibit A

IRON HORSE BVD, SIMSBURY CT



- Notes:**
- Trees in Lots A, B & C may need trimming. Check with site contacts.
  - Both AT&T & Verizon coverage.
  - Lights in lots can be used but a generator may be needed. If not lit, approximately 15 light towers needed.
  - Communication trailers & supervisor parking are behind Band Shell east of Iron Horse Bvd.
  - Band Shell & Soccer field is OFF limits.

**Iron Horse Bvd, Simsbury CT**

- Total Trucks: 259
- Long / Lat at Entrance: -72.799594 41.875381
- Crew Feeding: Yes
- Fueling: Gasoline
- Contact Information: Town of Simsbury:  
Kevin Kowalski, 860-658-1971  
Tom Roy, phone: 860-658-3222 cell: 860-982-3724

Trucks - 27' Bucket Truck	Lots
Trailers - 32' x 8'	Ingress
Tents - 60' x 40'	Egress
Dumpsters	

PROPRIETARY INFORMATION: The material contained on this Overhead Distribution Circuit Map shall be considered proprietary to EVERSOURCE and Users herein shall be defined as any person or entity who has received the Map through sale, purchase, exchange, gift, or otherwise shall keep it in confidence and shall not borrow or disclose it to any third party without the prior written permission of EVERSOURCE.

**EVERSOURCE ENERGY**

Date: 01/07/2015

Approval to open sites must come from Incident Commander



# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:**

Amendment of MIRA Agreement to Provide Force Majeure Coverage

2. **Date of submission:** September 11, 2015

3. **Date of Board Meeting:** September 16, 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: (860) 658-3230,  
[tcooke@simsbury-ct.gov](mailto:tcooke@simsbury-ct.gov)

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

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

Authorize the First Selectman to enter execute the First Amendment to Tier 1 Short Term Municipal Solid Waste Management Services Agreement extending Force Majeure coverage to municipalities, subject to final review and approval by Town Counsel.

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.):**

As explained in the attached letter from the Materials Innovation and Recycling Authority (MIRA) – formerly, the Connecticut Resources Recovery Authority, or CRRRA – MIRA has procured Business Interruption Insurance to protect MIRA from some of the financial impact of a Force Majeure insurable event. MIRA notes that under the current

agreement, the Town of Simsbury would bear the financial burden of incremental costs associated with the “emergency bypass of waste in an insurable Force Majeure event. . . .”

In order for the Town of Simsbury to benefit from the protection of the Business Interruption Insurance, MIRA advises that the Town would have to execute an amendment to the agreement with MIRA providing that to the extent MIRA’s insurance covers additional costs associated with the emergency bypass of waste, Simsbury will have no responsibility for such costs.

At the time of the drafting of this submission, the proposed amendment is under review by Town Counsel.

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

Potential savings at no cost to the Town.

**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 from Thomas D. Kirk, President, MIRA, dated August 31, 2015  
Draft First Amendment to Tier 1 short Term Municipal Solid Waste Management Services Agreement



100 CONSTITUTION PLAZA 6TH FLOOR • HARTFORD • CONNECTICUT • 06103-1722 • TELEPHONE (860) 757-7700  
FAX (860) 727-4141

August 31, 2015

The Honorable Lisa Heavner  
First Selectman, Town of Simsbury  
933 Hopmeadow Street  
Simsbury, CT 06071-0308



Dear First Selectman Heavner:

I am writing to provide you with a proposed amendment to your town's Municipal Solid Waste Management Services Agreement (MSA) with the Materials Innovation and Recycling Authority (MIRA). The enclosed amendment addresses the responsibility for costs of alternative disposal in the unlikely scenario that the South Meadows Facility is unavailable for an extended period of time due to a Force Majeure event.

Your town's MSA with MIRA currently requires that "..., incremental costs, if any, incurred by CRRA (now MIRA)..." for the emergency bypass of waste in an insurable Force Majeure event (ex., the diversion of waste to an alternative disposal site), will be borne by the town. (See Sec 2.7 of your MSA.)

MIRA has procured Business Interruption Insurance to protect MIRA from some of the financial impact of such an interruption in our ability to dispose of waste at the South Meadows facility. However, under the current language of the MSAs, the towns, not MIRA, are responsible for diversion costs during such an interruption. Accordingly, we have created the enclosed amendment to clarify the responsibility for additional costs associated with a Force Majeure insurable event. The amendment provides that, to the extent that MIRA's insurance covers additional costs associated with the emergency bypass of waste, the municipality will have no responsibility for such costs.

MIRA's insurance premium will not increase as a result of towns adopting the amendment. Our premium anticipates the costs associated with a Force Majeure event. Of course, the town is not required to adopt the amendment; however failure to adopt it means that the incremental costs associated with an insurable Force Majeure event will remain the responsibility of the town.

We recommend that the town execute the attached amendment at it earliest opportunity. If you have any questions, please call me or any of the MIRA board members to discuss.

Thank you for your continued patronage. On behalf of all of us at MIRA, we appreciate the opportunity to meet your town's solid waste disposal, renewable energy and recycling needs.

Sincerely,

A handwritten signature in blue ink that reads "T D Kirk".

Thomas D. Kirk  
President

Enclosure

**FIRST AMENDMENT TO  
TIER 1 SHORT TERM MUNICIPAL SOLID WASTE  
MANAGEMENT SERVICES AGREEMENT**

This First Amendment to Tier 1 Short Term Municipal Solid Waste Management Services Agreement (this "First Amendment"), is made and dated as of \_\_\_\_\_, by and between the **MATERIALS INNOVATION AND RECYCLING AUTHORITY (fka Connecticut Resources Recovery Authority)**, a body politic and corporate, constituting a public instrumentality and political subdivision of the State of Connecticut, and having a principal place of business at 100 Constitution Plaza, 6<sup>th</sup> Floor, Hartford, Connecticut 06103 (the "Authority") and the Town of Simsbury in the State, a municipality and political subdivision of the State (the "Municipality"). The Authority the Municipality are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

**Recitals**

**WHEREAS**, the Parties entered into that certain Tier 1 Short Term Municipal Solid Waste Management Services Agreement commencing as of November 16, 2012 (the "MSA"), for the provision by the Authority of certain Solid Waste processing and disposal services for the Municipality, and the payment by the Municipality of Base Disposal Fees and certain additional fees and charges to the Authority for the provision of such services; and

**WHEREAS**, the Parties wish to amend the terms and conditions of the MSA as set forth below;

**NOW THEREFORE**, in consideration of the mutual promises and undertakings of the Parties, and for other good and valuable consideration, the receipt and sufficiency of are hereby acknowledged, the Parties agree as follows:

**I. AMENDMENTS TO THE MSA**

1. All references in the MSA to "CRRA" shall refer to the Authority. All capitalized terms used but not defined herein have the meanings in the MSA.
2. Section 2.7 of the MSA ("Emergency Bypass Waste"; Force Majeure") is deleted in its entirety and replaced with the following:

**2.7. Emergency Bypass Waste; Force Majeure**

- (a) To the extent the Authority determines that it cannot accept the Municipality's Acceptable Solid Waste at the Designated Waste Facility, the Authority shall first redirect Spot Waste, Contract Waste and other Solid Waste not covered by any Municipal Solid Waste Management Services Agreement, which in each case the Authority has the right to so redirect without penalty or incurring any cost, to an Alternate Facility. After such redirection(s), if the Authority still cannot accept the

Municipality's Acceptable Solid Waste at the Designated Waste Facility, then such Acceptable Solid Waste ("Emergency Bypass Waste") shall be disposed of pursuant to the applicable provisions of this Section 2.7. The Authority may redirect such Emergency Bypass Waste to an Alternate Facility or Alternate Facilities selected by the Authority. Prior to any such redirection of Emergency Bypass Waste, the Authority shall verify that such Alternate Facility is properly permitted and acceptable to the Authority.

- (b) With respect to Emergency Bypass Waste not caused by a Force Majeure Event, the Municipality shall pay the Authority: (i) the Base Disposal Fees; (ii) all amounts assessed pursuant to Section 3.2(b); and (iii) all other amounts payable hereunder in the normal course. Any costs not included in clauses (i), (ii) or (iii) incurred by the Authority in connection with its redirection of such Emergency Bypass Waste ("Additional Delivery Costs") shall be paid by the Authority.
- (c) With respect to Emergency Bypass Waste caused by a Force Majeure Event and subject to Sections 2.7(d), the Municipality may in its discretion and with prior written notice to the Authority, elect alternate arrangements ("Alternate Arrangements") for the disposal of the Municipality's Acceptable Solid Waste necessitated by, and for the duration of such Force Majeure Event. For all such Emergency Bypass Waste with respect to which the Municipality does not elect Alternate Arrangements, the Municipality shall pay the Authority (i) the Base Disposal Fees; (ii) all amounts assessed pursuant to Section 3.2(b); and (iii) all other amounts payable hereunder in the normal course. Subject to Section 2.7(d), any Additional Delivery Costs incurred by the Authority in connection with its redirection of such Emergency Bypass Waste shall be paid by the Authority.
- (d) The Authority obligation to pay Additional Delivery Costs with respect to certain Emergency Bypass Waste described in Section 2.7(c), is subject to the following conditions precedent: (i) the Authority has obtained insurance ("Additional Delivery Costs Insurance"), with reasonable terms and conditions, and at reasonable cost (all as determined by the Authority in its sole discretion), requiring the reimbursement of the Authority for such Additional Delivery Costs, and such Additional Delivery Costs Insurance is in effect; and (ii) the Authority has received reimbursement under such Additional Delivery Costs Insurance for such Additional Delivery Costs. The Municipality shall reimburse the Authority for any and all Additional Delivery Costs incurred by the Authority with respect to the Municipality's Emergency Bypass Waste described in Section 2.7(c), for which the Authority has not received full reimbursement under Additional Delivery Costs Insurance pursuant to this Section 2.7(d). Such payment obligation by the Municipality shall not be conditioned on a requirement that the Authority appeal or otherwise adjudicate a full or partial denial by its insurer of coverage for the subject Additional Delivery Costs in any forum and for any reason, and shall not be discharged for any reason other than full payment to the Authority of such Additional Delivery Costs by the Municipality.
- (e) If a Force Majeure Event results in the Authority's inability to accept the Municipality's Solid Waste for a continuous period of eighteen (18) months, either

Party may terminate this Agreement, upon thirty (30) days prior written notice to the other Party.

3. Section 6.4 of the MSA (“Insurance”) is deleted in its entirety and replaced with the following:

#### **6.4. Insurance**

Subject to Section 2.7(d), the Authority shall at all times maintain or cause to be maintained with responsible insurers, all such insurance as is customarily maintained with respect to facilities of like character to the Waste Facilities and as may be reasonably required and obtainable within limits and at costs deemed reasonable by the Authority, against loss or damages, use and occupancy, and public and other liability, to the extent reasonably necessary to protect the interest of the Authority and of the Participating Municipalities.

4. The following definitions are added to **Exhibit A** (“Definitions”) to the MSA, in the appropriate locations based on alphabetical order:

“Additional Delivery Costs” has the meaning set forth in Section 2.7(b).

“Additional Delivery Costs Insurance” has the meaning set forth in Section 2.7(d).

**II. RATIFICATION** Except as specifically amended by this First Amendment, all of the terms, covenants and provisions of the MSA are hereby ratified and confirmed in all respects, and declared to be and shall remain in full force and effect.

This First Amendment shall be deemed effective as of the date first written above (the “Effective Date”). On and after the Effective Date, all references to the “MSA” herein and therein shall mean the MSA as amended by this First Amendment.

#### **III. Miscellaneous.**

1. Entire Agreement. This First Amendment and the MSA constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof, and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto.
2. Governing Law. This First Amendment shall be governed, construed, interpreted and enforced in accordance with its express terms, and otherwise in accordance with the substantive laws of the State of Connecticut, without reference to the principles of

conflicts of law of Connecticut or any other jurisdiction, and where applicable, the laws of the United States.

3. Incorporation. The Recitals set forth at the beginning of this First Amendment are hereby incorporated in and made a part of this First Amendment by this reference.
4. Counterparts. This First Amendment may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.
5. Further Assurances. The Parties shall execute such additional documents and do any and all such further things as may be necessary to implement and carry out the intent of this First Amendment.

**[Remainder of Page Intentionally Left Blank; Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly authorized and executed as of the date first written above.

MATERIALS INNOVATION AND RECYCLING  
AUTHORITY

By \_\_\_\_\_  
Thomas D. Kirk  
It's President  
Duly Authorized

Town of Simsbury

By: \_\_\_\_\_  
Lisa Heavner  
First Selectman  
Duly Authorized



# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Appointment of Student Board Members
  
2. **Date of submission:** August 25, 2015
  
3. **Date of Board Meeting:** September 16, 2015
  
4. **Individual or Entity making the submission:** M. Lecours-Beck, Director of Social Services
  
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:*  
  
We are recommending that the Board of Selectmen appoint three new students to the Youth Services Advisory Board to fill positions vacated by graduating seniors...
  
6. **Individual(s) responsible for 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.):  
  
M. Lecours-Beck, Director of Social Services
  
7. **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.):  
  
Three new student appointments to the Youth Services Advisory Board.  
.
  
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:*

Names of three Simsbury High School students recommended for the Simsbury Youth Services Advisory Board (attached).



# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Social Services Department

## Recommendations for the Youth Services Advisory Board

Rreze Grajcevci (Senior)

Keith Penney (Senior)

Naomi Garcia (Junior)



# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## **BOARD OF SELECTMEN MEETING** **AGENDA SUBMISSION FORM**

1. **Title of Submission:**
  
2. **Date of Submission:**
  
3. **Date of Board Meeting:**
  
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):
  
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:*

Acceptance of Resignation of Gregory W Piecuch from the Zoning Board of Appeals effective September 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):

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:*

Copy of Resignation Letter

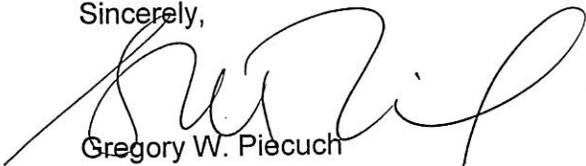
August 28, 2015

Carolyn Keily, Town Clerk  
Town of Simsbury  
933 Hopmeadow Street  
Simsbury, CT 06070

Dear Ms. Keily:

I hereby resign my position as a Justice of the Peace. Please notify the Board of Selectmen that the effective date of my resignation is September 1, 2015.

Sincerely,



Gregory W. Piecuch

Cc: Rob Heagney



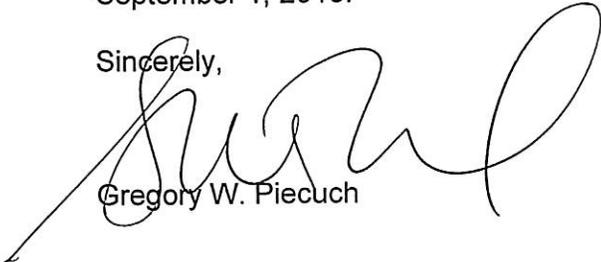
August 28, 2015

Carolyn Keily, Town Clerk  
Town of Simsbury  
933 Hopmeadow Street  
Simsbury, CT 06070

Dear Ms. Keily:

I hereby resign my position as a regular member on the Zoning Board of Appeals.  
Please notify the Board of Selectmen that the effective date of my resignation is  
September 1, 2015.

Sincerely,



Gregory W. Piecuch

Cc: Rob Heagney





# 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:** August 28, 2015
3. **Date of Board Meeting:** September 16, 2015
4. **Individual or Entity making the submission:** James Morrison, 27 Oxford Court, 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 James Morrison as an Alternate from the Conservation Commission/Inland Wetlands & Watercourses Agency*
6. **Summary of Submission:**  
Resignation: James Morrison, Alternate Member  
Board: Conservation Commission/Inland Wetlands & Watercourses Agency  
Party: Republican  
Effective: September 16, 2015  
Term of Office: 1/1/2014 to 1/1/2018
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

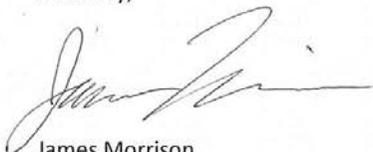
August 18, 2015

Carolyn Keily, Town Clerk  
Town of Simsbury  
933 Hopmeadow Street  
Simsbury, CT 06070

Dear Ms. Keily:

I resign my position as an alternate member on the Town of Simsbury Inland Wetlands Agency and Conservation Commission. Please notify the Board of Selectmen that the effective date of my resignation is September 16, 2015.

Sincerely,



James Morrison  
267-240-6196  
[morrisongeo@gmail.com](mailto:morrisongeo@gmail.com)  
27 Oxford Court,  
Simsbury, Connecticut 06070





# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## **BOARD OF SELECTMEN MEETING** **AGENDA SUBMISSION FORM**

1. **Title of Submission:**
2. **Date of Submission:**
3. **Date of Board Meeting:**
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):**

Simsbury Democratic Town Committee, Alan Needham Chair Nominations Cmte. 2 Basswood Lane, Weatogue CT 06089. Cell 860-670-0723. aneedham2@comcat.net

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:*

Respectfully request approval of the following individuals, for the offices indicated on the Conservation/Inland Wetlands & Watercourses Agency as approved by the Simsbury Democratic Town Committee on August 19, 2015:

1. James Morrison, (Democrat) 27 Oxford Court, Simsbury CT 06070 to complete the unexpired term of Margaret Sexton as a regular member. The term ends January 1, 2018.
2. Charles Haldeman, (Democrat) 17 Banks Rd., Simsbury CT 06070 to complete the unexpired term of James Morrison as an alternate member. The term ends January 1 2018.

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.):

Simsbury Democratic Town Committee requests approval of the above named individuals to the offices and terms indicated

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

None known

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:*

None

**CALL TO ORDER**

The Regular Meeting of the Board of Selectmen was called to order at 7:04 p.m. in the Main Meeting Room of the Simsbury Town Offices. Present were: First Selectman Lisa Heavner; Board members Sean Askham, Cheryl Cook, Christopher Kelly and Michael Paine. Others in attendance included: Thomas Cooke, Director of Administrative Services; Carolyn Keily, Town Clerk; Tom Roy, Director of Public Works, Attorney Robert DeCrescenzo and other interested parties.

**PLEDGE OF ALLEGIANCE**

Everyone stood for the Pledge of Allegiance.

**SELECTMEN ACTION**

**a) Appoint Philip Purciello (R) as a Selectman of the Board of Selectmen with an expiration date of December 7, 2015**

Ms. Heavner welcomed Mr. Purciello and his fiancé to the Board of Selectmen meeting. She said Mr. Purciello was nominated to fill the vacancy of Ms. Haase, who resigned, with an expiration date of December 7, 2015.

Mr. Askham made a motion to appoint Philip Purciello as a Selectman to the Board of Selectmen with an expiration date of December 7, 2015. Mr. Paine seconded the motion. All were in favor and the motion passed.

**b) Swearing in of Philip Purciello**

Ms. Keily, Town Clerk, swore in Mr. Purciello as a Selectman to the Board of Selectmen.

**PUBLIC AUDIENCE**

Joan Coe, 26 Whitcomb Drive, spoke about her candidacy for First Selectman. She doesn't feel that Mr. Purciello should be elected as a First Selectman as he has no work history in Simsbury. She also spoke about the use of marijuana and ticket sales at concerts in Town, the proposed senior center and clean well water. She wants to have Town debates with the candidates running for First Selectman.

Robert Kalechman, 971 Hopmeadow Street, said there was a court order for public audience posted in this room and it should be followed. Mr. Kalechman quoted a saying in the Disabled American Veterans Magazine. He also spoke about the public not being asked about the election of Mr. Purciello and why he didn't think he should be elected. Mr. Kalechman said there is a lot of corruption going around and it needs to stop. He is also running as an unaffiliated candidate for First Selectman position.

Rick Wagner from the Chamber of Commerce, let everyone know what the Chamber of Commerce is doing for the community. They are working hard to open the Visitor's Center, and their first

directory was published last month. He let everyone know what activities the Chamber was hosting. He said they are planning a trip to Tuscany in March with a total cost of \$2799 per person. For more information, everyone can log on to [simsburycoc.org](http://simsburycoc.org).

## **PRESENTATIONS**

- **Saving Brandon – Bone Marrow Registry Program**

Allen Brandt and his son David spoke about the Bone Marrow Registry Program. Mr. Brandt said he and David are on a crusade to save lives by donating bone marrow. They said it is a very rewarding experience.

David said he had an incredible experience donating bone marrow to a 19 year old boy in Pennsylvania. He said the process is very easy and the procedure is painless. He was in the registry for about one year before he received a call that he was a match to a sick patient – a perfect match. He said he had a great experience. He actually met the boy’s family, as the boy is not well enough yet to meet him, however, they do keep in contact.

Mr. Brandt said for further information everyone can go to [bethematch.org](http://bethematch.org). They now want to do a video about this great experience.

Ms. Heavner told David how proud the community is of him for stepping up.

- **Simsbury Grange**

Susan Masino had a slide show about The Grange. She said The Grange Organization was started shortly after the Civil War to support communities in rural, agricultural communities.

Ms. Masino said the Simsbury Grange was in danger of closing, when a few people got together to revitalize it. The address is 238 Farms Village Road. They are having a fair on September 12<sup>th</sup>. They also rent The Grange, have exercise classes and other activities there. For more information everyone can go to [simsburygrange.org](http://simsburygrange.org). To join The Grange it is \$40 per year and the members also volunteer for other activities in Town when asked. It is a sweet little spot in Simsbury and she asked everyone to check it out.

## **FIRST SELECTMAN’S REPORT**

Ms. Heavner said Simsbury received a Community Development Block Grant Small Cities Program Award. The grant is in the amount of \$775,580 and it will be used to cover the costs of site improvements and road work at Owen L. Murphy Apartments and a roof replacement at Virginia Connelly Residences where the existing roof is long past the expected life. She thanked everyone who helped in obtaining this grant.

Ms. Heavner said one of the top concerns for residents is maintenance of Town roads. She said the Public Works Department worked closely with SCTV to prepare a video describing every part of taking care of our roads. She recommended everyone watch SCTV at [www.simsburytv.org](http://www.simsburytv.org) and click

on Simsbury Public Works Road Paving to view the video. She thanked Tom Roy, Kevin Clemens and the Highway Department staff and well as Karen Handville and SCTV staff who made this video possible.

Ms. Heavner said the first day of school is August 26<sup>th</sup>. She reminded everyone that if they are enrolled in a State of local Social Service program, they could be eligible for the Back to School Program for Simsbury families. Eligible families will receive a Walmart gift certificate to purchase school clothes or school supplies for their children. To set up an appointment or get additional information, please call the Social Services Department at 860-658-3282.

### **SELECTMEN ACTION**

#### **c) Approve Tax Refunds**

Mr. Askham made a motion to approve tax refunds in the amount of \$28,909.15 as requested and approved by the Tax Collector. Ms. Cook seconded the motion. All were in favor and the motion passed.

#### **d) Approval of Additional Buildings at the Community Farm**

Mr. Roy said they are asking the Board to review several buildings, for different uses, at the Community Farm. Everything will be reviewed by Town Council to make sure it is in compliance with the deed and lease for the Farm. He said the Farm is becoming more active each year and they are doing a great job.

Mr. Roy introduced Diana Goode. She said the pavilion will be constructed and paid for by the Triumph Company in Windsor. She said they received a grant for the Greenhouse.

Mr. Kelly made a motion to authorize the Gifts of Love/Community Farm of Simsbury to construct the following structures on the property, pending all necessary approvals from the Conservations Commission, Zoning Board of Appeals and Zoning and upon review by Town Council for compliance with the deed for this property

- Pavilion / Three Season Classroom
- Greenhouse
- 2 High Tunnels (temporary unheated greenhouses)

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

Mr. Askham made a motion to amend the agenda to discuss the Simsbury Landfill fees in regards to mattress disposals. Mr. Kelly seconded the motion. All were in favor and the motion passed.

Mr. Paine recused himself.

Mr. Roy said there is change in the legislation involving mattress recycling legislation fees. We have a signed contract with Paine’s, Inc. and now there is no longer a fee for the disposal at Paine’s

Landfill. Now we need to amend the contract that the Town has with Paine’s as they will not have to charge a fee for mattress disposal anymore.

Ms. Cook made a motion to amend the fee schedule at the Simsbury Landfill to allow the elimination of all fees associated with mattress disposals as requested by Paine’s, Inc. Mr. Kelly seconded the motion. All were in favor and the motion passed.

Mr. Paine returned to the meeting.

**e) Review Proposed Fire Hydrant Ordinance and set Public Hearing date**

Chief Jim Baldis, and Deputy Chief / Fire Marshall Kevin Kowalski were introduced. Ms. Heavner said this proposal was unanimously supported by the Public Safety Committee. The action tonight will be just to set-up a Public Hearing on the proposed ordinance.

Mr. Kowalski said there are over 600 fire hydrants in the Town that they need to maintain and service. In some cases, these hydrants are blocked. He passed around some pictures of what they come across when they are trying to maintain these hydrants. This is why they are asking for this ordinance.

Chief Baldis said the fire hydrants need to be visible and accessible when they go out on calls. He said other surrounding communities have this ordinance and say it has worked very well.

Mr. Kelly made a motion to set a Public Hearing date of September 16, 2015 at 6:00 p.m. to review the proposed Fire Hydrant Ordinance. Mr. Askham seconded the motion. All were in favor and the motion passed.

**f) Approval of Tentative Agreements with CSEA, SEIU Local 2001 Units**

Ms. Heavner thanked the Town employees who bargained in good faith. She feels the agreement is fair to the employees and residents.

Mr. Cooke said there were three goals going into these negotiations; to make sure that any settlement is in line with the budgetary goals; to make sure the employees are getting competitive salaries and benefits; and to make sure the Town makes sure they follow the regulations of the Affordable Care Act. He said this ended with a four year contract, with possible changes after the first two years. He went through his report with the Board.

Mr. Askham made a motion to approve Tentative Agreements between the Town of Simsbury and The Simsbury Secretarial, Clerical and Library Town Employees Association; the Simsbury Administrative and Professional Employees Association, and the Simsbury Administrative and Professional Supervisors’ Town Employees Association and to authorize the First Selectman to execute the collective bargaining agreement as modified. Mr. Paine seconded the motion. All were in favor and the motion passed.

**g) Approval of Appropriation for and Memorandum of Understanding with the Veterans Memorial**

Ms. Heavner thanked everyone for their generous donations which amounted to \$200,000. She said the Town received a STEAP grant in the amount of \$150,000 as well. The Town will be responsible for the construction and maintenance of this Memorial.

Attorney DeCrescenzo said this is a memo of understanding by the Veterans and the Town to set forth rules and responsibilities for the monument. The Town will do bidding for this project and the Veterans will also be involved in the decision.

Ms. Cook made a motion to approve an appropriation of \$350,000 to include a STEAP Grant of \$150,000 and a donation of \$200,000 from Simsbury Veterans Memorial, Inc., for the construction of a Veteran’s Memorial. Mr. Paine seconded the motion. All were in favor and the motion passed.

Mr. Askham made a motion to authorize the First Selectman, on behalf of the Town of Simsbury, to enter into the Memorandum of Understanding between the Town of Simsbury and Simsbury Veterans Memorial, Inc. Ms. Cook seconded the motion. All were in favor and the motion passed.

**h) Approval of One Old Bridge Road Recommendation**

Ms. Heavner said the Open Space Committee has held numerous public discussions to gain input for One Old Bridge. She said funds in the amount of \$48,000 are available from the approved initial purchase of the property. Additional funds may also be available if the Town receives the \$39,998.48 FEMA Hazardous Mitigation Grant which was applied for.

Mr. Askham said the Board of Selectmen has been committed to this project for a long time now. The improved site could become a destination for the residents. There seems to be a fair amount of flexibility for the site as well.

Ms. Cook thanked all the volunteers for their vision and feels this is a great asset to the Town.

Ms. Cook made a motion that the Board of Selectmen accept the recommendation of the Open Space Committee regarding the future use of One Old Bridge Road. Mr. Askham seconded the motion. All were in favor and the motion passed.

**OTHER BUSINESS**

**a) Update on Senior Community Center Project**

Ms. Heavner noted that there was an updated posted on the Town website. She said the program consultant will be coming again and there will be more focus groups.

Ms. Cook asked about the architect interviews. Mr. Cooke said they are close to a final decision and there will be more information to follow.

**APPOINTMENTS AND RESIGNATIONS**

**a) Appoint Deputy First Selectman**

Ms. Heavner gave some background on the appointing of the Deputy First Selectman and how it was normally the choice of the First Selectman to appoint a Deputy First Selectman. She feels it should be up to the First Selectman to decide who should be the Deputy First Selectman and would appreciate the Boards support in her choice of Mr. Kelly becoming the Deputy First Selectman.

Ms. Heavner made a motion to elect Mr. Kelly as Deputy First Selectman. Mr. Kelly seconded the motion. They were the only two in favor and therefore, the motion was defeated.

Mr. Paine made a motion to elect Mr. Askham as Deputy First Selectman. Ms. Cook seconded the motion. Mr. Paine, Ms. Cook, and Mr. Purciello voted in favor, with Ms. Heavner and Mr. Kelly voting against and Mr. Askham abstaining. Therefore, the motion passed.

Mr. Askham noted that the Charter does have protections in it for the Town and parties. He looks forward to working with Ms. Heavner. Ms. Cook said they are following the Charter.

Mr. Kelly said he would be voting no in appointing Mr. Askham, in protest of the majority party’s decision to appoint someone to this position without any regard to the input of the First Selectman. He said his protest is not indicating that Mr. Askham wouldn’t be effective in this role, as he feels he will be. He will vote no in protest as it does run counter in making a decision to install a member of the Republican Party and larger consideration and actuality that the First Selectman appoint her Deputy First Selectman.

**b) Acknowledge the resignation of Margaret R. Sexton (D) as a regular member of the Conservation Commission/Inland Wetlands & Watercourses Agency effective August 1, 2015.**

Mr. Askham acknowledged the resignation of Margaret R. Sexton as a regular member of the Conservation Commission/ Inland Wetlands & Watercourses Agency effective August 1, 2015 with thanks. Ms. Cook seconded the motion. All were in favor and the motion passed.

**c) Appoint Unaffiliated Members to the Charter Revision Commission**

Mr. Kelly said the three nominations are highly qualified individuals for this Commission. They interviewed several people before making a decision. There was also feedback from unaffiliated voters that they should be represented better in this Commission.

Mr. Askham said each one of the nominees have lot to offer and will be a great asset to the Commission.

Ms. Cook made a motion to increase the number of unaffiliated positions on the Charter Revision from one (1) to three (3) and to appoint Robert K. Crowther, James A. Ray and Hadley C. Rose as unaffiliated members to the Charter Revision Commission. Mr. Kelly seconded the motion. All were in favor and the motion passed.

Ms. Cook made a motion to amend the agenda to accept the resignation of Philip J. Purciello as a regular member of the Conservation Commission/Inland Wetlands & Watercourses Agency. Mr. Paine seconded the motion. All were in favor and the motion passed.

Mr. Askham made a motion to accept the resignation of Philip Purciello as a regular member of the Conservation Commission/Inland Wetlands & Watercourses Agency effective August 10, 2015 with our thanks. Mr. Paine seconded the motion. All were in favor, with Mr. Purciello abstaining, and, therefore, the motion passed.

### **REVIEW OF MINUTES**

- a) **Special Meeting of July 23, 2015** – no action was taken and therefore, the minutes were adopted.

### **SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS**

1. **Personnel** – Mr. Kelly said they would initiate the process of recruiting unaffiliated members to the Ethics Commission
2. **Finance** – there was no report at this time.
3. **Welfare** – there was no report at this time.
4. **Public Safety** – there was no report at this time.
5. **Board of Education** – there was no report at this time.

Ms. Heavner recused herself and gave the chair to Mr. Askham.

Mr. Kelly, Liaison of the Economic Development Commission, said there was a meeting at The Hartford with the Silverman Group about mixed use development. They talked about working with Town staff. They feel that Simsbury is an exciting Town.

Ms. Heavner returned to the meeting.

Ms. Cook said there are renovations being done at Squadron Line and Henry James Middle School, which will hopefully be completed by August 26<sup>th</sup> - the first day of school.

### **ADJOURN**

Mr. Paine made a motion to adjourn at 8:37 p.m. Mr. Kelly seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio  
Clerk