



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Lisa L. Heavner - First Selectman

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

SIMSBURY BOARD OF SELECTMEN

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

Regular Meeting – April 27, 2015 – 7:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC AUDIENCE

PRESENTATIONS

FIRST SELECTMAN'S REPORT

SELECTMEN ACTION

- a) Approve Tax Refunds
- b) Approve Proposed Eagle Scout Project
- c) Approve Resolution authorizing the First Selectman to sign Open Space Grant (\$500,000) Documents for Release of Funds

OTHER BUSINESS

- a) Update on Senior Community Center Project

APPOINTMENTS AND RESIGNATIONS

- a) Appoint Kristen C. Barnett (R) as a regular member of the Economic Development Task Force with an expiration date of December 7, 2015
- b) Accept the Resignation of Carol Bingham (R) as a regular member of the Zoning Board of Appeals effective February 25, 2015
- c) Accept the Resignation of Eric R. Strayer (U) as a regular member of the Economic Development Task Force effective April 21, 2015

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

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

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

ACCEPTANCE OF MINUTES

- a) Regular Meeting of April 13, 2015

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

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

ADJOURN



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Tax Refunds
2. **Date of submission:** 04-21-2015
3. **Date of Board Meeting:** 04-27-2015
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 \$ **121.25**

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

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

Tax Refunds.xls

	BILL NUMBER	TAX	FIRE	INTEREST	TOTAL
List 2011					
					\$0.00
Total 2011		\$0.00	\$0.00	\$0.00	\$0.00
List 2012					
Bulmer Brooke B	12-03-52215	\$5.00			\$5.00
					\$0.00
Total 2012		\$5.00	\$0.00	\$0.00	\$5.00
List 2013					
Takyi James	13-03-68129	\$74.28	\$2.38		\$76.66
Oleskewicz, Robert C	13-04-83546	\$41.97	\$1.34		\$43.31
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
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					\$0.00
					\$0.00
Total 2013		\$116.25	\$3.72	\$0.00	\$119.97
TOTAL 2011		\$0.00	\$0.00	\$0.00	\$0.00
TOTAL 2012		\$5.00	\$0.00	\$0.00	\$5.00
TOTAL 2013		\$116.25	\$3.72	\$0.00	\$119.97
					\$124.97
TOTAL ALL YEARS		\$121.25	\$3.72	\$0.00	\$124.97



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SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Proposed Eagle Scout Project – Recommendation for Approval
2. **Date of submission:** April 22, 2015
3. **Date of Board Meeting:** April 27, 2015
4. **Individual or Entity making the submission (Please include complete contact information. The identified individual(s) should be prepared to present information to the Board of Selectmen at the Board Meeting):**

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

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

Approve the proposed Eagle Scout project of Jack Mundt.

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

At their regular meeting on March 26, the Culture, Parks and Recreation Commission received presentations from 4 prospective Eagle Scouts for their community projects. The project being presented is:

Jack Mundt – Construction of a visible entranceway and related signage to the bike trail from West Mountain Road to Town Forest, and cleanup of the entrance on Bushy Hill Road.

The Commission was very impressed with the nature of the projects and the quality of all the presentations. They voted unanimously to recommend this project to the Board of Selectmen for final approval.

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

The project is an enhancement to our park and bike trail system. It will only have a positive financial impact.

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:

Project summary will be distributed at the meeting.



Town of Simsbury

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SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Ethel Walker Open Space – Parcel C
Authorization for First Selectman to sign grant receipt documents.
2. **Date of submission:** April 9, 2015
3. **Date of Board Meeting:** April 27, 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):
Richard L. Sawitzke, Engineering Project Manager
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 First Selectman to sign Open Space Grant (\$500,000) documents for release of funds. Please read the attached 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.):
 - (i) Approve 4/27/15 Submit documents to State DEEP 5/1/15 Est. Receipt of Grant 5/30/15
 - (ii) Town of Simsbury & State of Connecticut
 - (iii) NA,
 - (iv) Previously reviewed-documents same as for previous grants,
 - (v) See attached items

7. **Financial Impact** (Include a description of any impact on the finances of the Town of Simsbury): Receive \$500,000.00 grant, as revenue

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

1. Letter from Richard Sawitzke, dated 4/9/15
2. Resolution for Board to act on
3. Agreement documents. (Supporting pages may be viewed at Town Engineer's Office)
4. DEEP Letter dated 3/18/15

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

RESOLUTION OF LEGISLATIVE BODY

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

p:\my documents\open space\ethel walker preservation program\parcel c state grant closing\parcel c bos-resolution wording-4-9-15.doc



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

Richard Sawitzke - Engineering Project Manager

April 9, 2015

Board of Selectmen
Town of Simsbury
Town Offices
933 Hopmeadow Street
Simsbury, Connecticut 06070-0495

Dear Selectmen:

**Subject: Ethel Walker School Open Space-Parcel C
Open Space & Watershed Land Acquisition Grant
OSWA-442**

The Connecticut Department of Environmental Protection has reviewed, and approved, the documentation which the Town submitted under the Open Space and Watershed Acquisition Program for the Ethel Walker School Open Space-Parcel C. We have received the various documents for release of the \$500,000.00 grant to the Town.

At this time, the Board of Selectmen needs to pass a resolution authorizing First Selectman Heavner to sign the Grant, and Conservation/Public Recreation Easement, Agreements with the State. The attached resolution needs to be read into the minutes of your meeting.

With completion of this grant process, the Town has reached another important milestone in its program to protect environmentally significant parcels of property in the community.

Please contact me if you have any questions.

Sincerely,

Richard L. Sawitzke, P.E.
Engineering Project Manager

cc: Lisa L. Heavner, First Selectman
Joseph Mancini, Director of Finance
Jerome F. Shea, P.E. Town Engineer
Thomas Cooke, Director of Administrative Services

P:\My Documents\Open Space\Ethel Walker Preservation Program\Resolution-BOSltr-4-9-15.doc

Telephone (860) 658-3260
Facsimile (860) 658-3205

rsawitzke@simsbury-ct.gov
www.simsbury-ct.gov

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8:30-1:00 Friday

OPEN SPACE AND WATERSHED LAND ACQUISITION GRANT AGREEMENT

MUNICIPALITY OF SIMSBURY

ETHEL WALKER SCHOOL – PARCEL C OSWA-442

KNOW ALL THESE MEN BY THESE PRESENTS:

THIS AGREEMENT, is made between the TOWN OF SIMSBURY, a municipal corporation having its territorial limits within Hartford County and the State of Connecticut, specially chartered under the laws of the State of Connecticut, hereinafter referred to as "CONTRACTOR", and the STATE OF CONNECTICUT, acting herein by its Commissioner of Energy and Environmental Protection duly authorized under the provisions of Connecticut General Statutes (CGS) Section 22a-6(a)(2) and Section 7-131d, hereinafter referred to as the "COMMISSIONER" or "STATE".

WHEREAS, the Contractor holds title to land for open space purposes and having applied for and received a grant to assist in the purchase of open space as described in CGS Section 7-131d and;

WHEREAS, the Contractor, in consideration for the provision by the State of financial assistance to purchase open space, desires to grant a perpetual Conservation Easement as defined in CGS Section 47-42a and Public Access Easement on land purchased by the Contractor, for purposes of open space conservation, watershed protection and/or passive outdoor recreation;

NOW, THEREFORE, in consideration of the mutual promises herein contained, and in granting a perpetual conservation and public access easement to the State:

1. The State agrees to make a grant to the Contractor, in the amount of Five Hundred Thousand (\$500,000.00) Dollars for purposes described in this Open Space and Watershed Land Acquisition Grant Agreement ("Agreement"). The payments of any and all sums pursuant to this Agreement are conditioned upon, and in consideration for, the Contractor meeting its obligations under the terms of the Agreement.
2. Upon approval of this Agreement by the Attorney General as to form, the Contractor shall grant to the State of Connecticut with Warranty Covenants a Conservation and Public Recreation Easement and Agreement ("Conservation Easement") substantially in form and content set forth in Exhibit C of this Agreement, dedicating said land to conservation purposes and restricting the use of said land for such purposes except as otherwise approved by the Commissioner of Energy and Environmental Protection or his successor in accordance with CGS Section 7-131d. The restriction will run with the land in favor of the State of Connecticut and will be binding upon the Contractor and its successors and assigns. The recording of the Conservation Easement, as described, shall be completed within six months from approval of this Agreement by the Attorney General as to form.
3. The land, which the Contractor owns, on which the permanent Conservation Easement will be placed, is more fully described on Exhibit B, which is hereby incorporated as part of this Agreement. At the time of the grant of the Conservation Easement and restriction to the State, said land shall be free of all encumbrances that, in the State's sole determination, would prevent said land from being used for open space purposes in accordance with Exhibit C.
4. The Contractor will erect a permanent plaque or sign on said property within 6 (six) months after the recording of the Conservation Easement on the land using grant funds, acknowledging that said property/project is a public recreational facility and that said property received a grant from the State of Connecticut administered through the Department of Energy and Environmental Protection, Open Space and Watershed Land Acquisition Grant Program. Said property is a public recreation area and, as such, it will be open to the public. The public, for purposes of this Agreement, will be defined as any resident of any municipality, state, country or nation. Should a parking/patron fee be levied on patrons to use this property, the Contractor agrees not to charge a fee to non-residents of the municipality, an amount that exceeds twice that charged to residents of the municipality. Where there is no charge to residents but a fee is charged to nonresidents, nonresident fees cannot exceed those charged at comparable State or local facilities. Reservation, membership or annual permit systems available to residents, must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents. Said fees will be subject to approval by the Commissioner of Energy and Environmental Protection.
5. The Contractor agrees to properly and efficiently operate and maintain the project area after acquisition consistent with the Conservation Easement and provide assurance of such operation and maintenance as may be required by the Commissioner of Energy and Environmental Protection.
6. The Contractor agrees to comply with the "Indemnification" and "State Liability" provisions as set forth in Exhibit A.
7. Audit Clause. Audit Requirements. For purposes of this paragraph, the word "Contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The Contractor shall provide for an annual financial audit acceptable to the State for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and state single audit standards as applicable.
8. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, Executive Order No. Seventeen of Governor Thomas J. Meskill, Executive Order No. 16 of Governor John G. Rowland. This Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell and Executive Order No. 14 of Governor M. Jodi Rell. Said Executive Orders are incorporated hereto and made a part hereof as Exhibit A.
9. Forum and Choice of Law. The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or

EXHIBIT C
CONSERVATION AND PUBLIC RECREATION
EASEMENT AND AGREEMENT

MUNICIPALITY OF SIMSBURY

ETHEL WALKER SCHOOL – PARCEL C OSWA-442

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, The Town of Simsbury holds title to 41.806 ± acres of real property in the territorial limit of the Town of Simsbury, formerly of Ethel Walker School, Incorporated of Simsbury, Connecticut.

WHEREAS, in addition to its value as a natural area, said property is also a scenic resource of the State of Connecticut;

WHEREAS, the preservation of the above mentioned land will yield a significant public benefit for passive recreation and open space protection;

WHEREAS, the anticipated use of the land by the Town of Simsbury is consistent with the Department of Energy and Environmental Protection's (DEEP) conservation and preservation interests, and the Town of Simsbury has a shared interest with DEEP in seeing that these conservation-minded practices continue;

WHEREAS, the State of Connecticut has established The Open Space and Watershed Land Acquisition Grant Program to provide grants to municipalities and nonprofit land conservation organizations to acquire land or permanent interests in land for open space and watershed protection and to water companies, as defined in Connecticut General Statutes (CGS) Section 25-32a, to acquire and protect land which is eligible to be classified as Class I or Class II land, as defined in CGS Section 25-37c, after acquisition;

WHEREAS, all lands or interests in land acquired under The Open Space and Watershed Land Acquisition Grant Program shall be preserved in perpetuity predominantly in their natural and scenic and open condition for the protection of natural resources while allowing for recreation consistent with such protection and, for lands acquired by water companies, allowing for the improvements necessary for the protection or provision of potable water;

WHEREAS, a permanent Conservation Easement, as defined in CGS Section 47-42a, shall be executed for any property purchased with grant funds through The Open Space and Watershed Land Acquisition Grant Program and which Conservation Easement shall provide that the property shall remain forever predominately in its natural and open condition for the specific conservation, open space or water supply purpose for which it was acquired;

WHEREAS, the Conservation Easement shall be in favor of the State acting through its Commissioner of Energy and Environmental Protection;

WHEREAS, such Conservation Easement shall include a requirement that the property be made available to the general public for appropriate recreational purposes, the maintenance of which recreational access shall be the responsibility of the Town of Simsbury;

WHEREAS, the Town of Simsbury and the State of Connecticut agree that limited public recreation on said property can be provided without significant impact to the natural resources on said property, conservation of those resources having been the primary reason for its acquisition by the Town of Simsbury.

NOW, THEREFORE, the TOWN OF SIMSBURY, a municipal corporation having its territorial limits within the County of Hartford and State of Connecticut, (the "Grantor"), for One (\$1.00) Dollar and other good and valuable consideration received to its full satisfaction of the STATE OF CONNECTICUT, a sovereign, (the "Holder") and in consideration of the mutual covenants, terms, conditions and restrictions herein contained, GRANTOR, its successors and assigns, does hereby give, grant, bargain, sell, convey and confirm in perpetuity unto the HOLDER and its successors or assigns forever with Warranty Covenants, a Conservation and Public Recreation Easement ("Conservation Easement") in perpetuity, of the nature and character and to the extent hereinafter set forth, over property situated in the Town of Simsbury, County of Hartford, State of Connecticut, (the "Protected Property"), as described in Schedule A.

1. Purpose. It is the purpose of this Conservation and Public Recreation Easement to assure that the Protected Property will be retained forever predominantly in its natural, scenic, forested, and/or open space condition, and to provide opportunities for public recreation on the Protected Property, while preventing any use of the Protected Property that will significantly impair or interfere with the conservation values or interests of the Protected Property, described above. It is the intent of this Conservation Easement that any management activities or alterations of the natural landscape or provision for access or recreation shall be consistent with the conservation purposes above.

2. Development Rights and Restrictions. No building, residential dwelling, structure, parking lot, driveway, road or other temporary or permanent structure or improvement requiring construction shall be placed upon the Protected Property except as provided hereinbelow, the following reservations to be consistent with the conservation and public recreation purposes above:

a) Grantor reserves the right to maintain existing unpaved driveways, footpaths and other minor surface alterations; to excavate and fill as necessary to accomplish permitted building, recreational and silvicultural activities; and to construct, maintain and reconstruct additional unpaved footpaths or minor, roofless rustic improvements necessary or appropriate to assure safe passage, prevent erosion, or to enhance or protect the natural habitat.

b) All rights reserved herein by the Grantor may only be exercised subject to all applicable governmental permits and approvals required by law. Nothing herein shall commit the Holder to grant any such approval or permit.

c) Grantor reserves the right to manage and monitor the Protected Property for rare and endangered species, such activities including, but not limited to:

- 1) The rerouting or closing of trail segments or public access points that pose a substantial threat to protected species, provided that a system of public access trails remains open to the public at all times;
- 2) The right to grant access to the site for research;
- 3) Use of the Protected Property for educational and outreach purposes, including limited attendance walks and on-site stewardship training programs.

Grantor agrees that the activities or uses contemplated above shall not unreasonably interfere with the use of the Protected Property by the general public. All rights not specifically granted are hereby reserved by Grantor.

3. Provision of Public Recreation. The Grantor agrees to allow the public access to the Protected Property for passive recreational purposes and to use such trails or other facilities as they may exist or be developed, or where such use is permitted by the Department of Health on Class I and Class II Watershed Land. The public shall be defined as any resident of any municipality, state, country or nation. The Grantor may develop passive recreational facilities and support facilities for those passive activities on the Protected Property if none exists. Passive recreation shall be defined as recreational trail usage (non-motorized), recreational activities which do not require a formalized delineated playing field or area, picnicking, hunting (only by individuals with valid hunting licenses and permits who have permission of the grantor), non-motorized boating and environmental education.

4. Other activities. No commercial, industrial, quarrying, or mining activities are permitted on the Protected Property.

5. Water Protection and Waste Disposal. The use of chemical herbicides, pesticides, fungicides, fertilizers and other agents must be limited to prevent any demonstrable adverse effect on wildlife, waters, and other important conservation interests to be protected by this Conservation Easement.

It is forbidden to dispose of or to store rubbish, garbage, debris, abandoned equipment, parts thereof, or other unsightly, offensive, toxic or hazardous waste material on the Protected Property except that vegetative waste may be composted, and other waste generated by permitted uses on the Protected Property may be stored temporarily in appropriate containment for removal at reasonable intervals, subject to all applicable local, state, and federal laws and regulations.

The Grantor covenants and represents that, to the best of Grantor's knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and that there are not now any underground storage tanks located on the Protected Property.

6. Costs and Taxes. Grantor acknowledges that the Holder has no possessory rights in the Protected Property, nor any responsibility or right to control, maintain, or keep up the Protected Property. Grantor is responsible to pay and discharge when due all property taxes and assessments and to avoid the imposition of any liens that may impact Holder's rights hereunder. Grantor is responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Protected Property and will, to the fullest extent permitted by law, defend, release, relieve, hold harmless, and indemnify Holder, its officers, directors, agents, and employees therefrom and from any claims for damages which arise therefrom, except for harm caused by the negligent act or misconduct of Holder, or as may arise out of its workers' compensation obligations. This provision shall not be construed as a waiver of sovereign immunity.

Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "taxes"), and shall furnish Holder with satisfactory evidence of payment upon request. In order to assure the continued enforceability of this Conservation Easement, the Holder is authorized, but in no event obligated, to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the lesser of two (2) percentage points over the prime rate of interest from time to time announced by J.P. Morgan Chase Bank or the maximum rate allowed by law. Holder shall have the right to place a lien on property of the Grantor in the event that the payment is not reimbursed to Holder within thirty (30) days.

7. Subdivision Limitation and Subsequent Transfers. The Protected Property must remain as an entity in a single ownership, and may not be divided, subdivided, partitioned or otherwise separated into parcels or lots, whether or not said Protected Property may be described herein, or have been described in any prior deed, as more than one piece or parcel of land.

Grantor agrees that the terms, conditions, restrictions, and purposes of this grant or reference thereto will be inserted by Grantor in any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or possessory interest in the Protected Property, and Grantor further agrees to notify Holder of any transfer at least thirty (30) days in advance thereof.

8. Miscellaneous.

a) Grantor represents that as of the date of this grant there are no liens or mortgages outstanding against the Protected Property. The rights of the Holder to enforce the terms, restrictions and covenants created under this Conservation Easement shall not be extinguished by foreclosure of any mortgage or any publicly or privately placed lien, regardless of any subsequently placed mortgage or lien.

b) If any provision(s) of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

c) Any uncertainty in the interpretation of this Conservation Easement should be resolved in favor of conserving the Protected Property in its natural and scenic state.

d) If this Conservation Easement is extinguished by court order, or the powers of eminent domain, the proceeds of any taking or sale of the unrestricted property shall be divided between Grantor and Holder in the same proportion as the value of their respective interests, so calculated, as of the date of this grant, excepting any part of such proceeds attributable to improvements to the Protected Property made after the date of this grant. Holder will use such

proceeds for its conservation purposes.

9. Remedies and Enforcement.

a) This Conservation Easement granted hereby constitutes a Conservation Restriction on the Protected Property in favor of the Holder and its successors and assigns pursuant to CGS Section 47-42a, as amended. Pursuant to CGS Section 47-42b, as amended, this Conservation Easement shall not be unenforceable on account of lack of privity of estate or contract or lack of benefit to particular land. Pursuant to CGS Section 47-42c, this Conservation Easement may be enforced by injunction or proceedings in equity, or in any other manner permitted by law. It is further agreed by the parties that the Conservation Easement granted hereby may be enforced at law or in equity.

b) The failure or delay of the Holder, for any reason whatsoever, to enforce this Conservation Easement shall not constitute a waiver of its rights and Grantor hereby waives any defense of laches, prescription, or estoppel.

c) Grantor is not responsible for injury to or change in the Protected Property resulting from "acts of God" so called, such as, but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. If a Court (or other decision maker chosen by mutual consent of the parties) determines that this Conservation Easement has been breached, Grantor will reimburse Holder for any reasonable costs of enforcement, including court costs, reasonable attorneys' fees, and any other payments ordered by such Court.

d) The terms and conditions of said Conservation Easement hereinabove set forth shall be binding upon and inure to the benefit of the Holder and its successors or assigns. However, said Conservation Easement shall not entitle the Holder or its successors or assigns to any right of entry or use of the Protected Property except as provided herein and for periodic inspections in a reasonable manner and at reasonable times to ensure compliance with the conservation and recreation purposes above.

e) The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

10. Notices. Any notice to Holder required hereunder must be made by certified mail, return receipt requested, addressed to:

State of Connecticut
Department of Energy and Environmental Protection
Office of the Commissioner
79 Elm Street
Hartford, CT 06106

or such other address as may be furnished in writing.

Any notice to Grantor required hereunder must be made by certified mail, return receipt requested, addressed to:

Office of the First Selectman
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070

or such other address as may be furnished in writing.

Any notices to Holder or requests for Holder consent, required or contemplated hereunder, must include, at a minimum, sufficient information to enable the Holder to determine whether proposed plans are consistent with the terms of this Conservation Easement and the conservation and recreation purposes hereof.

TO HAVE AND TO HOLD the above granted and bargained Conservation Easement unto the said Holder and its successors and assigns forever.

AND THE GRANTOR, its successors and assigns, does COVENANT with the Holder that it will WARRANT AND DEFEND the Protected Property to the said Holder and its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under it.



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 Kristen C. Barnett to Economic Development Task Force (EDTF).
2. **Date of submission:** April 21, 2015
3. **Date of Board Meeting:** April 27, 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):** Hiram Peck, Director of Planning and Community Development on behalf of the Economic Development Task Force (EDTF).
5. **Action requested of the Board of Selectmen (Acceptance of gift, creation of reserve, approval of contract, information only, etc. Be as specific as possible with respect to the desired action of the Board.):**
The Individual or Entity making the submission requests that the Board of Selectmen:

Approve the appointment of Kristen Barnett (R) of 15 Ox Yoke Drive, Simsbury to fill the vacancy created by resignation of Louis Donofrio on the Economic Development Task Force for the 2 year term ending 12/07/15.
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.):**

This appointment is requested to fill an existing vacancy on the EDTF. The EDTF is a 19 member board. Currently there are 17 members and 2 vacancies. 1 vacancy is an Unaffiliated and 1 is a Republican. Mrs. Barnett would fill the Republican vacancy.

7. **Financial Impact (Include a description of any impact on the finances of the Town of Simsbury):** No negative financial impact to this appointment. The EDTF goal is to have a positive financial impact on 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:

No additional documents.



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Resignation
2. **Date of submission:** April 23, 2015
3. **Date of Board Meeting:** April 27, 2015
4. **Individual or Entity making the submission:** Carol Bingham, Canton, CT
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 Carol Bingham as a Regular Member of the Zoning Board of Appeals

6. **Summary of Submission:**
Resignation: Carol Bingham
Board: Zoning Board of Appeals (elected)
Party: Republican
Regular Member
Effective: February 25, 2015
Term of Office: 12/2/2013 to 12/4/2017

Note: Any appointment (R) to fill the vacancy will end at the next election on November 3, 2015, unless the BOS decides to extend the appointment until December 7, 2015. At the election, a candidate will be elected to complete the last 2 years in the term and will take office the first Monday in December (12/7/15 to 12/4/2017).

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

Carol M. Bingham
6 Blueberry Lane
Canton, CT 06019

April 21, 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
February 25, 2015.

Sincerely

Carol M. Bingham



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

BOARD OF SELECTMEN MEETING AGENDA SUBMISSION FORM

1. **Title of submission:** Resignation
2. **Date of submission:** April 22, 2015
3. **Date of Board Meeting:** April 27, 2015
4. **Individual or Entity making the submission:** Eric R. Strayer, 28 Aspenwood Drive, Weatogue
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 Eric R. Strayer as a Regular Member of the Economic Development Task Force
6. **Summary of Submission:**
Resignation: Eric R. Strayer
Board: Economic Development Task Force
Party: Unaffiliated
Effective: April 21, 2015
Term of Office: 12/2/2013 to 12/7/2015
7. **Financial Impact:** None
8. **Description of documents included with submission:**
The following documents are included with this submission and attached hereto:

Letter of resignation



21 April 2015

Attn: Carolyn Keily, Town Clerk

Nancy Haase
Town of Simsbury, Economic Development
933 Hopmeadow Street
Simsbury, CT 06070

Re: Economic Development Task Force

Dear Ms. Haase,

I am writing to inform you of my intention to resign from the Economic Development Task Force team. Due to a significant change in role at work last Fall, my travel has stepped up significantly and I am disappointed that I can't keep up on my commitment to the task force. Unfortunately, I don't see my schedule changing any time soon.

I have sincerely enjoyed working on the task force team and look forward to the opportunity to serve the town should my schedule allow in the future. I want to thank you for the opportunity to serve on the team and wish the team great success in the future.

With Best Regards,

A handwritten signature in black ink, appearing to read 'Eric R. Strayer'. The signature is stylized and fluid, with a long horizontal stroke extending to the right.

Eric R. Strayer

CALL TO ORDER

The Regular Meeting of the Board of Selectmen was called to order at 7:00 p.m. in the Main Meeting Room of the Simsbury Town Offices. Present were: First Selectman Lisa Heavner; Board members Michael Paine, Sean Askham, Cheryl Cook and Christopher Kelly. Absent was Selectman Nancy Haase. Others in attendance included State Representative John Hampton, Thomas Cooke, Director of Administrative Services; Joseph Mancini, Finance Director/Treasurer; Ed LaMontagne, Executive Director of the Simsbury Housing Authority; Gerry Toner, Director of Culture, Parks and Recreation and other interested parties.

PLEDGE OF ALLEGIANCE

Ms. Heavner introduced the Boy Scouts, who lead in the Pledge of Allegiance.

PUBLIC AUDIENCE

Robert Kalechman, 971 Hopmeadow Street, congratulated the Cub and Boy Scouts on all of their good work. He also thanked Mr. Lanza for all the fundraising on the Veteran’s monument.

Mr. Kalechman spoke about becoming a petitioning candidate for the Town of Simsbury elections; Westminster School money going to the Veteran’s monument; the First Selectman’s salary, and a letter that was published about taxes being too high in Simsbury.

Joan Coe, 26 Whitcomb Drive, spoke about being a candidate for First Selectman again and about budget and capital projects. She spoke about the Town having a bank deposit box and wanted to know what was in it and who had access to it. Ms. Coe also spoke about problems that will be coming up with upcoming concerts at the Performing Arts Center, and issues at the Meadows.

Sue Bednarcyk, 119 E. Weatogue spoke about land use again. She feels the Town needs to come up with creative ways to obtain grants for open space like Newington did. She also spoke about using political power for good instead of bad.

Dave Richman, 1 Saddle Ridge Drive, spoke on upcoming Chamber of Commerce events. He said there is a “Lunch and Learn” at Henry James; Health and Wellness Task Force; Relay for Life and Spooktacular Chili Challenge on Halloween. He said the Chamber is also going to Italy on March 15, 2016. For more information please visit www.simsburycoc.org.

Bob Hensley, Performing Arts Center, said there is a fundraiser on April 23rd at Hopmeadow from 6 – 8 p.m. where they will be announcing their upcoming season and they will be updating their upcoming architectural projects. It will be a great evening. He said people from the Bushnell and the Hartford Symphony will be there as well.

Mr. Hensley said it was their first year as a 501c-3 last year and they did make money. He went though some of their upcoming schedule. He said you can get more information on Facebook on Simsbury Meadows.

PRESENTATIONS

- **Special Olympics Presentation – Selina Derungs**

Ms. Heavner said she was pleased to announce that Selina Derungs had competed nationally in the Special Olympics, representing Connecticut and New Jersey. Selina was introduced as she won two gold medals and one bronze medal in the Special Olympics. She will now be moving to the World Special Olympics to compete. The Town gave her a hat and flowers and Ms. Heavner said how proud the Town is and how much they supported her.

- **Proclamation – Autism Awareness**

Ms. Heavner said it is Autism Awareness month and there are blue lights around Town in support of this.

Ms. Cook recognized Ed LaMontagne, Chairman of Aging and Disabilities who does so much for the Town including Autism.

Ms. Cook read the following Proclamation:

AUTISM AWARENESS

WHEREAS, autism, the fastest growing developmental disability in the United States, affecting more than three million people, is an urgent public health crisis that demands a national response; and,

WHEREAS, autism is the result of a neurological disorder that affects the normal functioning of the human brain, and can affect anyone, regardless of race, ethnicity, gender, or socioeconomic background; and

WHEREAS, symptoms and characteristics of autism may present themselves in a variety of combinations and can results in significant lifelong impairment of an individual’s ability to learn, develop healthy interactive behaviors, and understand verbal as well as nonverbal communications; and

WHEREAS, the effort to address autism continues, doctors, therapists, and educators, an help persons with autism overcome or adjust to its challenges and provide early, accurate diagnosis and the resulting appropriate education, intervention, and therapy that are vital to future growth and development,; and,

WHEREAS, ensuring that persons living with autism have access to the lifelong care and services needed to pursue the full measure of personal happiness and achieve their greatest potential; and

WHEREAS, The Town of Simsbury is honored to take part in the annual observance of Autism Awareness Month and World Autism Awareness Day in the hope that it will lead to a better understanding of the disorder; and,

THEREFORE, I, Lisa L. Heavner, First Selectman, do hereby proclaim April 2015 as **AUTISM AWARENESS MONTH** and April 2, 2015 as **WORLD AUTISM AWARENESS DAY** in Simsbury to raise public awareness of autism and the myriad of issues surrounding autism, as well as to increase knowledge of the programs that have been and are being developed to support individuals with autism and their families.

IN WITNESS THEREOF, I have placed my seal and the great seal of the Town of Simsbury.

Dated the 2nd day of April 2015.

Lisa L. Heavner, First Selectman

Mr. LaMontagne said the world went blue for Autism Day On April 2nd, which included the Empire State Building, London, England, and the Pyramids in Egypt. He thanked everyone for their recognition.

- **Veterans Memorial STEAP Grant**

Ms. Heavner said the Board is pleased to celebrate the receipt of a STEAP Grant in the amount of \$150,000 to help in the investment of the Veteran’s Memorial. She thanked everyone who had a part in applying for this grant.

Representative Hampton said this is a great day for Simsbury. Unfortunately, Senator Witkos couldn’t make it tonight. Representative Hampton said the check is in the mail. He said this will be a great memorial for the 104 veterans from the Town. He said this will help everyone to thank the Veterans each and every day.

Ms. Heavner thanked everyone for their support and donations for this monument.

FIRST SELECTMAN’S REPORT

Ms. Heavner said there will be a First Innovation Fair on April 25th from 10 a.m. – 4 p.m. at Simsbury Center, Simsbury High School, and Simsbury’s North Village. There will be a variety of displays and demonstrations. There will also be a car show. For more information, please go to www.simsburyideas.com.

Ms. Heavner said Hometown Hero nominations are due by April 23rd. This tradition has been taking place for almost thirty years now. Forms are available online or in the First Selectman’s office.

Ms. Heavner said the Board of Selectmen will kick-off Bike Month with a ride on May 1st starting at 1 p.m. beginning at Town Hall. Everyone can visit www.simsbury.bike for more information.

Ms. Heavner urged everyone to attend the Jamie McEwan Whitewater Triple Crown challenge at the Tariffville Gorge on April 25th and 26th. For more information, please visit www.tvilleteTripleCrown.com.

Ms. Heavner said she will be hosting another open house on Monday, April 20th from 4:30 – 6:00 p.m. in her office. This will allow residents to meet with her to discuss issues that are on their minds and she invited all to stop by.

Ms. Heavner said the Board of Finance voted to move the fiscal year 2016 budget forward to Referendum with no tax increase. She thanked all Boards and Staff for their efforts on the budget process.

SELECTMEN ACTION

a) Approve Tax Refunds

Ms. Cook made a motion to approve tax refunds in the amount of \$5,483.18 as reviewed and recommended by the Tax Collector. Mr. Kelly seconded the motion. All were in favor and the motion passed.

b) Approve Proposed Eagle Scout Project in Town Parks

Gerry Toner said there are actually four worthwhile Eagle Scout projects proposals this year. However, only two will be presented tonight.

Will Sickinger presented his project for an additional batting cage, at Town Forest, which will cost about \$2,200. He said he is fundraising and hopes to start the project in June with a completion date of August.

Rigby Michaelsen presented his project for a shed to hold Special Olympic equipment at Simsbury Farms. He thinks this shed will cost about \$1,500 and he hopes to finish by early June.

Mr. Askham made a motion to approve the proposed Eagle Scout projects from Will Sickinger and Rigby Michaelsen with our thanks. Ms. Cook seconded the motion. All were in favor and the motion passed.

c) Approve Public Gathering Application for 2015 Events

Mr. Toner said both of these applications are all set including the insurances. The website for more information is jwmerriman@gmail.com. There will also be more information at the Library and Town Hall.

Mr. Askham made a motion to approve the Public Gathering Applications for the High School graduation ceremony on June 12, 2015 and “Rubber Duck Race” fundraiser at the Flower Bridge on May 29, 2015. Mr. Paine seconded the motion. All were in favor and the motion passed.

d) Review and possibly approve the 2015 JAG Violence Crime Prevention Grant in the amount of \$18,000 with creation of a Special Revenue Fund

Ms. Heavner said this is to purchase a computer, server, software, etc. for the Police cruisers. Mr. Mancini said a special revenue fund should be set-up for this grant.

Ms. Cook made a motion to accept the 2015 JAG Violence Crime Prevention Grant in the amount of \$18,000 and to approve the creation of a special revenue fund that will be used to receive and process the grant funds. Mr. Askham seconded the motion. All were in favor and the motion passed.

e) Approve Resolution authorizing the refunding of the 2010 and 2011 General Obligation Bonds

Ms. Heavner said the bonding rates are below those of 2010 and 2011 so by doing this it would save the Town some money.

Mr. Mancini said this would make sense as we are doing this while going out for other bonding.

Mr. Askham read the following resolution:

“RESOLUTION OF BOARD OF SELECTMEN

RESOLVED, that the Board of Selectmen of the Town of Simsbury hereby adopts the resolution presented to this meeting authorizing the issuance of bonds to refund all or a portion of the Town’s \$4,785,000 General Obligation Bonds, Issue of 2010 and the Town’s \$5,000,000 General Obligation Bonds, Issue of 2011. A copy of the resolution shall be inserted in or attached to the minutes of this meeting and made as part thereof.”

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

f) Approve Request from Simsbury Performing Arts Center for the Town of Simsbury to co-sponsor the July 3rd and September 11th fireworks display and execute contract with American Thunder Fireworks

Ferg Jansen, 3 Fox Den, on behalf of the Performing Arts Center, thanked the Board and Master School for contributing the \$5,000 to pay for the fireworks. They are very appreciative. The school also sends the students to pick-up the after the fireworks. He said they are also looking for a co-sponsorship for the Septemberfest fireworks.

Ms. Cook made a motion to approve the request from the Simsbury Performing Arts Center for the Town of Simsbury to co-sponsor the July 3, 2015 and September 11, 2015 fireworks displays and execute contract with American Thunder Fireworks. Mr. Askham seconded the motion. All were in favor and the motion passed.

g) Approve language and Set Date for Automatic Referendum, pursuant to Section 406 of the Town Charter, for Tuesday May 5, 2015 from 6:00 a.m. to 8:00 p.m. at Henry James Memorial School

Mr. Kelly made a motion to approve the language and set the date of Tuesday, May 5, 2015 for the automatic referendum, pursuant to Section 406 of the Town Charter, from 6:00 a.m. to 8:00 p.m. at Henry James Memorial School. Mr. Paine seconded the motion. All were in favor and the motion passed.

h) Approve borrowing for items included in the Capital Improvement Plan

Mr. Mancini said this is every capital project that the Board has approved, including the small ones. The capital budget for next year is 6.166 million dollars, which won't all be used. Some of the left over money will be used for these projects.

Mr. Kelly made the following motion; “RESOLVED, that the Board of Selectmen hereby approves the following projects, which were not included in the Town’s Capital Improvement Plan for the ensuing year but the need to fund such projects is in the best interest of the Town.

RESOLVED, upon motion duly made, seconded and adopted, the reading into the minutes of the full text of the resolution set out below is waived, copies of the resolutions having been made available to those in attendance, and is recorded in these records immediately preceding these minutes.

General Purpose Projects:

SF Rink/Pool Improvements*	\$1,100,000
Park Improvements	508,000
Open Space Planning and Improvements	145,000
Weatogue Planning Route 10 and Code Preparation Work	57,000

Salt Shed Replacement	375,000
Municipal Building Renovations	50,000
Dam Evaluations and Repairs	30,000
Public Works Complex infrastructure Improvements	280,000
Town Hall Site and Safety Improvements	45,000
Portable Generator / Generator Infrastructure	80,000*
Project Planning Fund	28,000
Various Drainage Improvements	<u>175,000</u>
	<u>\$2,873,000</u>

Water Pollution Control Projects:

Sewer Main Extensions	\$ 371,000
Inline Grinder and Screen Replacement	260,000
Hopmeadow / Center Area Sewer Repairs	135,000
West Mtn. Road Area Sewer Interceptor – Design	50,000
Portable Generator	80,000*
Portable Six (6) inch Dri-Prime Pump	<u>72,000</u>
	<u>\$ 968,000</u>

Board of Education Projects:

District Network Infrastructure	\$ 200,000
Climate Control (Phase 1 – 7 buildings)	2,150,000
Central School Roof Replacement	<u>770,000</u>
	<u>\$3,210,000</u>

TOTAL PROPOSED CAPITAL IMPROVEMENT PROJECTS \$6,961,000

*One resolution reflects appropriation of \$80,000 from Sewer Use Fund and \$80,000 borrowing authorization.

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

i) Approve the Referendum Questions as contained in the resolution

Ms. Heavner said there are actually five referendum questions, however this Board only approves the last two.

Mr. Askham made a motion to approve the following Referendum questions:

4. Shall the Town of Simsbury appropriate \$1,100,000 for improvements to the Simsbury Farms Skating Rink and Pools, and authorize bonds and notes in the same amount to finance said appropriation?

5. Shall the Town of Simsbury appropriate \$2,150,000 for installation of climate control improvements to Simsbury High School, Henry James Memorial School, Central School, Latimer

School, Squadron Line School, Tariffville School, and Tootin’ Hill School and authorize bonds and notes in the same amount to finance said appropriation?

Ms. Cook seconded the motion. All were in favor and the motion passed.

j) Approval of Town Wide Budget Mailer

Ms. Heavner said this mailer was done in collaboration with the Board of Education and is the same format as last year.

Ms. Cook made a motion to approve the Town wide budget mailer subject to Town Counsel approval. Mr. Askham seconded the motion. All were in favor and the motion passed.

k) Consider Possible §8-24 referral of Town Forest Road Lane Transfer

Mr. Cooke said the Town has been trying to get a natural gas line to Tootin’ Hills School and the Town Garage for some time now. In order to accomplish this, we will need ownership of Town Forest Road. It is not completely without risks, and CNG and Town Counsel are working on this. The Town has been taking care of the road, as this is how you get to the Town garage.

Mr. Cooke, said if the exchange is approved, the Town will be getting slightly more land than we will be giving away. One of the key steps is the §8-24 referral to Planning. That is all before the Board tonight.

Mr. Askham made a motion to refer, pursuant to General Statutes §8-24, the proposed mutual exchange of property between the Town of Simsbury and the State of Connecticut to provide a continuous public right of way on Town Forest Road to the Planning Commission for its review and report. Ms. Cook seconded the motion. All were in favor and the motion passed.

OTHER BUSINESS

a) Winter Salt, Overtime Report & Equipment Maintenance

Ms. Heavner said the overtime budget for fiscal year 2015 will exceed the budget by over \$64,000. The salt budget was \$220,000, which will be exceeded by \$17, 549. For parts and supplies the budget is beyond \$21,000.

Mr. Askham thanked the Town and staff for a great job for keeping the roads in great job and keeping the costs down. They do a great job.

b) Update on Senior Community Center Project

Mr. Cooke said an RFQ was issued for an architect. They will now be looking for professional consultation on development of program. They will be meeting with the survey people this week. They will also be looking at environmental issues this week.

Mr. Kelly said there is great energy and good ideas coming out of the meetings on the Senior Community Center Project. There are great checks and balances also.

APPOINTMENTS AND RESIGNATIONS

a) Accept the resignation of Robert W. Heagney (R) as a regular member of the Board of Ethics effective April 2, 2015

Mr. Askham made a motion to accept the resignation of Robert W. Heagney as a regular member of the Board of Ethics effective April 2, 2015 with our thanks. Mr. Paine seconded the motion. All were in favor and the motion passed.

b) Accept the resignation of Angela Campetti (R) as a regular member of the Tourism Committee effective February 24, 2015

Ms. Cook made a motion to accept the resignation of Angela Campetti as a regular member of the Tourism Committee effective February 24, 2015 with our thanks. Mr. Paine seconded the motion. All were in favor and the motion passed.

c) Reappoint Kathleen H. Coffey (U) as a regular member of the Simsbury Housing Authority with an expiration date of April 1, 2020

Ms. Cook made a motion to reappoint Kathleen Coffey as a regular member of the Simsbury Housing Authority with an expiration date of April 1, 2020. Mr. Askham seconded the motion. All were in favor and the motion passed.

d) Appoint Senior Community Center Architect Selection Committee

Mr. Askham made a motion to appoint the following Senior Community Center Architect Selection Committee members:

Chair of the Public Building Committee or designee; Chair of the Conservation Commission or designee; Chair of the Culture, Parks and Recreation Commission or designee, Chair of the Design Review Board of designee; Chair of the Aging and Disability Commission or designee; Mickey Lecours-Beck, Director of Social Services; Jeff Shea, Town Engineer; and Tom Roy Director of Public Works. Ms. Cook seconded the motion. All were in favor and the motion passed.

Mr. Askham made a motion to amend the agenda to consider the appointments of Thomas Rechen to the Ethics Commission and Christopher Meile to the Economic Development Commission. Mr. Paine seconded the motion. All were in favor and the motion passed.

Mr. Askham made a motion to appoint Thomas Rechen to the Ethics Commission with an expiration date of January 1, 2017 and appoint Christopher Meile to the Economic Development Commission with an expiration date of January 1, 2020. Mr. Paine seconded the motion. All were in favor and the motion passed.

ACCEPTANCE OF MINUTES

a) Special Meeting of March 23, 2015

No action was taken and therefore the minutes were adopted.

b) Regular Meeting of March 23, 2015

Ms. Heavner made a motion to approve the Regular minutes of March 23, 2015 as amended. Ms. Cook seconded the motion. All were in favor and the motion passed.

- **Amendment to Page 1, paragraph 9, Sue Mancino, 41 Madison Lane (change to “Sue Masino”)**

c) Special Meeting of April 1, 2015

No action was taken and therefore the minutes were adopted.

SELECTMEN LIAISON AND SUB-COMMITTEE REPORTS

- 1. Personnel** - no report at this time.
- 2. Finance** – no report at this time.
- 3. Welfare** – no report at this time.
- 4. Public Safety** – no report at this time.
- 5. Board of Education** – no report at this time.

ADJOURN TO EXECUTIVE SESSION

a) Hopmeadow Street, LLC vs Town of Simsbury with Town Counsel Update

Mr. Askham made a motion to adjourn to Executive Session for an update on Hopmeadow Street, LLC vs Town of Simsbury with Town Counsel at 8:25 p.m. Mr. Paine seconded the motion. All were in favor and the motion passed.

In addition to the Board of Selectmen, Director of Administrative Services Thomas Cooke, Assessor David Gardner and Town Counsel Robert DeCrescenzo were present. Discussion on this matter concluded at 8:50 p.m.

ADJOURN FROM EXECUTIVE SESSION

Mr. Askham made a motion to adjourn from Executive Session at 8:50 p.m. Mr. Paine seconded the motion. All were in favor and the motion passed.

ADJOURN

Mr. Askham made a motion to adjourn at 8:50 p.m. Ms. Cook seconded the motion. All were in favor and the motion passed.

Respectfully submitted,

Kathi Radocchio
Clerk